

DATE SUBMITTED 3/9/26
 SUBMITTED BY Parks and Recreation
 DATE ACTION REQUIRED 3/18/26

COUNCIL ACTION (X)
 PUBLIC HEARING ()
 REQUIRED RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION:

- 1. AUTHORIZE STAFF TO SEEK PROPOSALS (RFP) FOR THE IMPERIAL REGIONAL PARK DEVELOPMENT PROJECT

DEPARTMENT INVOLVED: PARKS AND RECREATION

BACKGROUND/SUMMARY:

The City of Imperial owns approximately 143 acres of agricultural land designated as a future site for the Regional Park Project. The project site is located on La Brucherie Rd. between Larsen and Ralph Rd. in the northern portion of the city limits.

As City Council is already aware, the city has been awarded appropriation funding in the amount of 1.5 million dollars. With the support of Congressman Dr. Ruiz and Senator Schiff's office, we will be utilizing the funding allocated to complete the design and technical work for this much needed project.

Please see the attached Staff Report and RFP Document

FISCAL IMPACT: N/A

FINANCE
INITIALS

STAFF RECOMMENDATION: It is the department's recommendation for the City Council to authorize staff to seek proposals for the Imperial Regional Park Development Project

DEPT. INITIALS



MANAGER'S RECOMMENDATION: *approve dissemination of RFP with potential award to come to council for award*

CITY
MANAGER'S
INITIALS



MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED () REJECTED ()
 DISAPPROVED () DEFERRED ()
 REFERRED TO:

STAFF REPORT

To: Honorable Mayor and Members of the City Council

From: Parks and Recreation / Anthony “Tony” Lopez, Director

Date: 3/18/26

Subject: Authorization to Staff to release a Request for Proposals (RFP) for Comprehensive Park Master Planning, Feasibility Analysis, Engineering, and Design Services for the Imperial Regional Park Project

RECOMMENDATION

Staff recommends that the City Council authorize staff to prepare and issue a Request for Proposals (RFP) for professional consulting services to support feasibility analysis, community engagement, master planning, engineering design, and the preparation of construction documents for future park development.

BACKGROUND

The city seeks to evaluate opportunities for future park development and ensure that planning, design, and implementation efforts are supported by robust technical analysis and meaningful community input. To accomplish this, staff proposes issuing an RFP to secure a qualified multidisciplinary consultant team.

The selected consultant will assist the city in assessing site feasibility, developing conceptual and master planning alternatives, preparing engineering-level designs, and supporting the city through the construction documentation process.

DISCUSSION

A. Feasibility & Site Assessment

The consultant will conduct a comprehensive evaluation of the project site(s), including:

- Environmental constraints analysis
- Hydrology and drainage assessment
- Geotechnical review
- Utility availability and infrastructure needs
- Cost-benefit and operational feasibility
- Regulatory and permitting requirements
- Development of a funding strategy to secure financing for selected projects

This phase will help determine the viability of various development options and identify any constraints or opportunities that may influence the master planning process.

B. Community Engagement

To ensure the project reflects community priorities, the consultant will lead a robust public engagement process, including:

- Stakeholder interviews
- Public workshops and surveys
- Preparation of presentation materials and facilitation of outreach events

This engagement will help shape the park's vision, program elements, and design direction.

C. Master Planning & Conceptual Design

The consultant will prepare multiple conceptual layouts and planning scenarios that consider both short- and long-term development objectives. Tasks include:

- Development of multiple conceptual park layouts
- Exploration of various development options and scenarios
- Circulation and access planning
- Integration of habitat and natural resources
- Identification of program elements (trails, sports fields, playgrounds, event spaces, etc.)
- Preparation of detailed financial analysis, including cost estimates, revenue projections, and return-on-investment calculations
- Identification of potential barriers, risks, and mitigation strategies

This phase will culminate in a comprehensive master plan document.

D. Engineering & Technical Design

To advance the preferred master plan toward implementation, the consultant will provide technical design services, including:

- Civil engineering (grading, drainage, utilities)
- Structural engineering (bridges, shelters, overlooks)
- Landscape architecture
- ADA compliance review
- Sustainable design strategies

These efforts will ensure the project is technically feasible and ready for construction documentation.

E. Construction Documents & Support

The consultant will prepare detailed construction documents and provide support during the bidding and construction phases. Deliverables include:

- 30%, 60%, 90%, and final design packages
- Technical specifications
- Bid support and Addenda preparation
- Construction administration services (optional or as needed)

DELIVERABLES

The RFP will require the consultant to provide the following:

- Feasibility report
- Community engagement summary
- Master plan document
- Conceptual renderings
- Engineering drawings and specifications
- Cost estimates and phasing plan

FISCAL IMPACT

The fiscal impact will be determined following receipt of proposals. Staff will return to the City Council with a recommended consultant and contract amount for approval.

CONCLUSION

Authorizing staff to issue the RFP will allow the City to advance its park planning efforts, evaluate development feasibility, and prepare for future capital improvements supported by community input and technical analysis



REQUEST FOR PROPOSAL
FEASIBILITY, DESIGN, AND ENGINEERING
SERVICES FOR IMPERIAL REGIONAL PARK
DEVELOPMENT PROJECT

Request for Proposal 2026-02
Project Funded By: Federal Appropriation Funds

City of Imperial
Parks and Recreation Department
420 South Imperial Avenue
Imperial, CA 92251
Director of Parks and Recreation, Anthony "Tony" Lopez
Email: alopez@imperial.ca.gov

I. INTRODUCTION

The City of Imperial, California (the “City”, “Imperial”), is located in the heart of most urbanized portions of Imperial County, California between the cities of Brawley (to the North) and El Centro (to the South). Imperial was created by the Imperial Land Company and was named by George Chaffey.

The city was plotted in 1902 for home and commercial businesses. Over the years it became the location for the home of the Imperial Irrigation District (IID), the California Mid-Winter Fair and the Imperial County airport (IPL).

The City of Imperial was incorporated as a City on July 12, 1904. It is a General Law City that operates under a Council-Manager form of government. The City of Imperial is committed to promoting and providing for the safety, health, and welfare of its citizens and business community.

The population of the City of Imperial, as of January 2024, is 22,141 (CA Department of Finance). Imperial is a full-service city and encompasses an area of 6.29 square miles.

The proposed project is situated within the official city-limits population of the community; however, the true service area extends far beyond municipal boundaries. While the city itself represents a defined jurisdiction, the proposed park would function as a critical recreational and environmental asset for the broader region. Current demographic analysis shows that an additional **108,337 residents live within a 0–10 mile radius** of the proposed regional park site. This surrounding population would rely on this potential future facility for daily recreation, organized sports, community gatherings, and access to safe outdoor space.

Because of this substantial external user base, the park is best understood not as a neighborhood amenity but as a **regional destination**. Families, youth sports leagues, and visitors from nearby communities regularly would utilize the park’s facilities, placing demand on infrastructure that exceeds what would typically be expected for a city-only population. This regional draw underscores the importance of continued investment to ensure the park remains safe, accessible, and capable of meeting the needs of a diverse and growing population.

Enhancing this space will generate measurable regional benefits. Expanded and modernized amenities will:

- Support increased participation in youth and adult recreation programs
 - Provide equitable access to safe outdoor spaces for underserved populations
 - Strengthening community health outcomes through expanded opportunities for physical activity
 - Improve environmental resilience and stewardship through sustainable design
 - Boost local and regional economic activity by attracting visitors and hosting events
-

By addressing both current and future needs, the project ensures that the park continues to serve as a **regional anchor**, supporting quality of life, community identity, and long-term sustainability for the entire surrounding area

II. PROJECT BACKGROUND

The proposed park site consists of approximately 143 acres of undeveloped land currently zoned open space surrounded by future residential and agricultural property. The project aims to create a multi-use regional destination that supports recreation, environmental stewardship, and community gathering spaces.

Please see (**EXHIBIT A**) for project background information and map

III. GENERAL INFORMATION

The City of Imperial (“City”) is soliciting proposals from qualified consulting firms to provide **feasibility analysis, master planning, design, and engineering services** for the development of a new **Regional Park** located in [Please see **EXHIBIT A**]. The selected firm will assist the agency in evaluating site potential, developing conceptual and final designs, preparing construction documents, and supporting project implementation

Qualified entities are invited to submit written proposals for consideration in accordance with this request.

Term of Contract and Regulation(s):

Contract Term: For one year from the award date unless terminated or extended in accordance with the provisions listed herein. The City of Imperial reserves the right to renew any resultant contract(s), if mutually agreeable with the consultant, for two (2) additional years in one (1) year increments with price changes limited to Price Changes paragraph below, unless prices are requested for a longer period in this RFP.

The contract 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 1774. All Service Providers and sub-consultant(s) shall pay all workers not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to Sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available on the Internet at: <<http://www.dir.ca.gov>>. All Service Providers and sub-

consultant(s) shall comply with the registration and qualification requirements pursuant to Sections 1725.5 and 1771.1 of the California Labor Code.

Price Changes

Prices will be firm for the contract term as specified in paragraph 2 above. After the term of the contract, the Consultant may request price increases that are limited to the increase in the Consultants actual documented cost of doing business or the appropriate CPI or PPI, whichever is lower. Written requests for price increases must be sent by Certified Mail-Return Receipt Requested. The City reserves the right to accept or reject the price increase within fifteen (15) days after receipt of the request. Should the City reject the price increase, the City reserves the right to cancel the contract and award to the next best Offeror or to solicit new proposals. No increase will be effective until approved in writing. Any decrease in the cost of the contract items shall be forwarded to the Purchasing Officer with immediate inception into the contract. Any decrease in pricing shall not be less than the appropriate CPI or PPI.

IV. PROJECT POSTING AND SCHEDULING

This RFP is posted at the City of Imperial website at the following address: <https://cityofimperial.org/> under “Connect > Departments > Parks and Recreation > Related Pages > RFP & BID”. Consultants wishing to propose in response to this RFP must obtain this document from our website. Since anyone can download the RFP and the City has no method for tracking the distribution, the City is not able to maintain a list of potential consultants and/or proposers and cannot provide individual notification of amendments or addendums to this RFP.

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

PROPOSED SCHEDULE OF EVENTS

EVENT	DATE
Issue Request for Proposal	March 23, 2026
Last Day for Request(s) for Clarification <i>must be submitted in writing via email to</i> <i>alopez@imperial.ca.gov</i>	April 24, 2026(2:00pm PST)
Proposal Due	May 15, 2026(3:00pm PST)
Consultant Selection	May 2026
City Awards Contract(s)	June 2026

V. SCOPE OF SERVICES

Project background and Map of project location is attached as EXHIBIT A.

The selected consultant will be expected to perform the following tasks:

A. Feasibility & Site Assessment

- Environmental constraints analysis
- Hydrology and drainage assessment

- Geotechnical review
- Utility availability and infrastructure needs
- Cost-benefit and operational feasibility
- Regulatory and permitting requirements
- Develop a funding strategy to secure financing for the implementation of selected development projects

B. Community Engagement

- Stakeholder interviews
- Public workshops and surveys
- Presentation materials and facilitation

C. Master Planning & Conceptual Design

- Development of multiple conceptual park layouts
- Explore various development options and scenarios, considering both short and long-term objectives
- Circulation and access planning
- Habitat and natural resource integration
- Program elements (trails, sports fields, playgrounds, event spaces, etc.)
- Prepare a detailed financial analysis, including cost estimates, revenue projections, and return on investment calculations
- Identify potential barriers, risks, and mitigation strategies to ensure successful implementation

D. Engineering & Technical Design

- Civil engineering (grading, drainage, utilities)
- Structural engineering (bridges, shelters, overlooks)
- Landscape architecture
- ADA compliance
- Sustainable design strategies

E. Construction Documents & Support

- 30%, 60%, 90%, and final design packages
- Technical specifications
- Bid support and addenda
- Construction administration (optional or as needed)

4. Deliverables

- Feasibility report
 - Community engagement summary
 - Master plan document
 - Conceptual renderings
 - Engineering drawings and specifications
 - Cost estimates and phasing plan
-

5. Proposal Requirements

Proposals must include the following:

- **Cover letter**
- **Firm qualifications** and relevant experience
- **Project team** and resumes
- **Project approach and methodology**
- **Proposed schedule**
- **Cost proposal** (itemized by task)
- **References** for similar projects

Following due notification by the Parks and Recreation Director, or his duly authorized representative, services shall include, but are not necessarily limited to, those items noted below.

Supervision and Labor

The contractor shall be required to provide a sufficient number of competent and adequately skilled workers who are capable of performing the work described in this specification in a workmanlike manner, to furnish competent and adequate supervision of his workers and the equipment, tools and safety devices they employ, and to provide for the satisfactory availability and timely performance of workers and applicable materials/equipment.

Qualified firms must have a team to include the following

1. Project Leadership & Management

- **Project Manager / Principal-in-Charge** — Oversees full scope, manages schedule, budget, QA/QC, and client coordination. Must have deep experience leading complex planning and engineering projects.
- **Deputy Project Manager** — Supports PM, coordinates subconsultants, manages workflow, and ensures deliverable quality.

2. Feasibility & Site Assessment Team

- **Environmental Scientist / Environmental Planner** — Leads environmental constraints analysis, regulatory pathways, permitting strategy.
 - **Hydrologist / Water Resources Engineer** — Conducts hydrology, drainage, stormwater, and floodplain assessments.
 - **Geotechnical Engineer** — Reviews soils, subsurface conditions, and geotechnical risks.
 - **Civil Engineer (Site Development)** Evaluates utilities, infrastructure needs, grading feasibility.
 - **Financial Analyst / Economist** — Performs cost-benefit analysis, operational feasibility, ROI modeling, and funding strategy development.
 - **Regulatory Specialist** — Advises on federal, state, and local permitting requirements.
-

3. Community Engagement Team

- **Community Engagement Lead** — Designs and manages stakeholder outreach, public workshops, and engagement strategy.
- **Facilitator / Public Involvement Specialist** — Conducts interviews, moderates workshops, and synthesizes community input.
- **Graphic Designer / Communications Specialist** — Prepares presentation materials, visual summaries, and survey tools.

4. Master Planning & Conceptual Design Team

- **Urban Planner / Park Planner** — Leads conceptual layouts, program development, and scenario planning.
- **Landscape Architect** — Integrates natural resources, habitat, circulation, and park programming into conceptual designs.
- **Transportation Planner / Access Specialist** — Evaluates circulation, multimodal access, and parking strategies.
- **Environmental Scientist (Natural Resources)** Ensures habitat integration and resource protection.
- **Cost Estimator** — Prepares conceptual and detailed cost estimates, phasing plans, and financial projections.
- **Risk & Mitigation Specialist** — Identifies barriers, risks, and mitigation strategies.

5. Engineering & Technical Design Team

- **Civil Engineer (Design Lead)** Responsible for grading, drainage, utilities, and site engineering.
- **Structural Engineer** — Designs bridges, shelters, overlooks, and other structural components.
- **Landscape Architect (Technical Design)** Produces detailed planting, irrigation, and site design plans.
- **ADA / Accessibility Specialist** — Ensures compliance with ADA and universal design standards.
- **Sustainability Specialist** — Integrates sustainable design strategies, low-impact development, and green infrastructure.

6. Construction Documents & Support Team

- **CAD/BIM Manager** — Oversees drawing production standards and coordination.
- **Specifications Writer** — Prepares technical specifications for all design packages.
- **Construction Administrator** — Provides bid support, responds to RFIs, reviews submittals, and supports construction oversight.
- **Quality Assurance/Quality Control Reviewer** — Senior-level reviewer ensuring accuracy and compliance at 30%, 60%, 90%, and final design stages.

7. Deliverables Management & Production

- **Technical Writer / Editor** — Produces feasibility reports, engagement summaries, and master plan documents.
-

- **Visualization Specialist** — Creates conceptual renderings, diagrams, and graphics for presentations and final documents.

Summary Table

Functional Area	Required Roles (10+ Years Experience)
Project Management	Project Manager, Deputy PM
Feasibility & Assessment	Environmental Scientist, Hydrologist, Geotechnical Engineer, Civil Engineer, Financial Analyst, Regulatory Specialist
Community Engagement	Engagement Lead, Facilitator, Communications Specialist
Master Planning	Urban Planner, Landscape Architect, Transportation Planner, Cost Estimator, Risk Specialist
Engineering & Design	Civil Engineer, Structural Engineer, Landscape Architect (Technical), ADA Specialist, Sustainability Specialist
Construction Docs	CAD/BIM Manager, Specifications Writer, Construction Administrator, QA/QC Reviewer
Deliverables	Technical Writer, Visualization Specialist

VI. RESPONSIBILITIES OF THE CITY

1. The City will direct the development of the project(s), provide management oversight, and conduct administrative arrangements only.
2. The City will pay an agreed upon amount normally within 30 days after receipt of an invoice.
3. The City will not provide dedicated workplace facilities, but upon request will provide a conference room for meetings with the Department, consultant and other appropriate agencies.
4. The City reserves the right to perform any portion of the scope of work by City personnel or other consultants should the City determine it would be in the best interest of the City to do so.

VII. SUBMISSION REQUIREMENTS

Proposals and all other information and documents submitted in response to this RFP are subject to the California Public Records Act, which generally mandates the disclosure of documents in the possession of the City upon the request of any person, unless the content of the document falls within a specific exemption category.

Three (3) hardcopies and one (1) PDF on USB of the Proposal must be submitted containing the following elements:

- Proposers must submit three (3) bound copies of their proposal to the City for review.
 - 8-1/2" x 11" sheet sizes should be used for the text, with 11" x 17" sheet sizes for any fold-out drawings.
-

- The proposal shall be limited to twenty-five (25) double-sided pages. Resumes for proposed personnel, tabs, and cover/back pages will not be counted towards the page limit.
- Proposals should be as concise as possible and specific to this project.

LETTER OF TRANSMITTAL

A Letter of Transmittal shall be addressed to Anthony Lopez, Director of Parks and Recreation. At a minimum, the proposal must contain the following information:

- Identification of the proposing Consultant who will have contractual responsibility with the City. Identification shall include the legal name of the company, corporate address, telephone number, and email address of the contact person identified during the period of proposal evaluation.
- A statement representing that the Consultant has thoroughly examined and become familiar with the work required in this RFP and is capable of performing quality work to achieve the objectives of the City.
- Acknowledgement of receipt of all addenda, if any.
- A statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.
- Signature of the official authorized to bind Consultant to the terms of the proposal.
- Signed statement attesting that all information submitted with the proposal is true and correct.

WRITTEN PROPOSAL

Cost proposal shall be provided in separate sealed envelope accompanying submitted proposal.

The Proposal shall consist of the following sections:

1. Letter of Transmittal. Contents of the Letter of Transmittal listed above.
2. Firm Structure and History. Including the firm's experience managing projects similar in magnitude and scope, key personnel and structure (organization chart), credentials, background, and ownership of the firm.
3. Key personnel. List qualifications of personnel with resumes and a breakdown of responsibilities. The Firm's project manager, who will be responsible for planning, coordinating, and conducting the majority of the work, must be identified and committed to the project. The City must approve changes to key personnel committed to work on the project subsequent to award of contract. Resumes must be submitted for key personnel who will be assigned to this project.
4. A narrative briefly describing the proposed approach using general descriptions for the activities.
5. A list of proposed sub-consultants, sub-contractors, suppliers, and manufacturers, including their qualifications pertinent to this project.
6. A client reference list from previous City / Government Agency projects of similar scope and magnitude. List should include key personnel-contacts and their position with the agency.
7. A Fee Schedule of the Consultant's Hourly / Standard Rates (*inclusive of reimbursement costs for mileage, printing, telephone, photographs, postage, and delivery*)

or

8. Prices for provision of services that are "all-inclusive" of all costs, including but not limited to supervision, equipment, overhead-profit
9. Evidence of compliance with City insurance requirements (*Certificate of Insurance*)
10. Exceptions and Deviations. Contractor shall state any exceptions or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where the Consultant wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these shall be thoroughly explained. If no contractual exceptions are noted, Consultant will be deemed to have no objection to the contract requirements as set forth in **EXHIBIT C**, "Sample Professional Services Agreement."
11. Proposal Acknowledgement Form. Contractor shall complete and submit **EXHIBIT B**, "Proposal Acknowledgement Form." Failure to submit this signed form will result in the disqualification of the Consultant's proposal.

VIII. REVIEW OF PROPOSALS

After the Proposals are received and opened by the City, the City shall review and evaluate all Proposals for completeness and responsiveness to this RFP in order to determine whether the Contractor possesses the professional qualifications necessary for the satisfactory performance of the services required. The City shall also investigate qualifications of all Contractors to whom the award is contemplated. The City will not be responsible for any of the Contractor's cost for the preparation of a Proposal in response to the RFP. The City reserves the right to reject any or all proposals submitted.

Factors to be considered in the selection process include:

- Quality & thoroughness of the proposal.
- Experience and past performance in completing projects of a similar type, size and complexity.
- Demonstrated capacity to deliver high-quality work within a preset timeline.
- Results of reference checks
- Cost & budget proposal

IX. SELECTION PROCESS

Per California law, the procurement of Professional Services must be selected on the basis of qualifications, or Qualifications Based Selection (QBS) in accordance with Public Law 92-582. The procurement of Professional Services can be one-time or multi-year.

The City reserves the right to require in-person interviews with Contractors, if deemed necessary, after the evaluation of the written proposals.

Each RFP will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP will be cause for rejection of the proposal. The city may reject any proposal if it is conditional, incomplete, or contains irregularities. The City may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the Consultant from compliance with the contract requirements if the Consultant is awarded the contract.

Prior to the start of work, the selected consultant will be required to execute an Agreement for Services with the City. The consulting firm must review the sample consulting agreement attached and minimum

insurance amounts. No modification requests to material terms of agreement will be made. The agreement shall not be in force until contracting is approved by the City of Imperial Council and after written authorization to proceed has been provided.

Prior to submittal, for Council approval, of the agreement with the City, the successful firm must provide evidence of insurance coverage as noted in the 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 insurance exhibit are based on projected City estimates. Insurance amounts may be adjusted once the final cost and fees proposal is reviewed. Any contract resulting from this RFP will be financed with funds available to the City through project specific sources.

X. SUBMISSION DEADLINE

To be considered, the Consultant must submit in SEALED envelope three (3) hardcopies and one (1) PDF copy on USB of the Service Proposal to the following office by 3:00pm PST on April 13, 2026:

City of Imperial – City Hall
420 S. Imperial Ave
Imperial, CA 92251
Attention: Anthony “Tony” Lopez

The proposal outer envelope shall be labeled:

“Feasibility, Design, and Engineering Services for Imperial Regional Park Development Project”

Cost proposal shall be provided in separate sealed envelope accompanying submitted proposal.

The proposal must be received at the office listed above no later than the date and time outlined within this RFP.

There is no expressed or implied obligation for the City to reimburse firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.). Any language purporting to render the entire proposal confidential or proprietary will be ineffective and disregarded.

The City reserves the right to retain all proposals submitted, and to use any idea in a proposal, regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected firm.

All property rights, including publication rights of all reports produced by the selected firm in connection with services performed under this agreement, shall be vested in the City.

XI. REQUEST FOR ADDITIONAL INFORMATION

All questions and/or inquiries regarding this RFP shall be directed to:

Anthony “Tony” Lopez
Director of Parks and Recreations
Email: alopez@imperial.ca.gov

All questions and/or inquiries shall be submitted by 2:00pm PST on April 6, 2026

Consultants are responsible for verifying receipt of any addenda issued. Confirmation of receipt of all addenda is part of the Proposal Acknowledgement Form (**EXHIBIT B**).

XII. PAYMENT TO CONSULTANT

The City will pay the Consultant for work completed. Payment will be based on hourly rate for work completed associated with each applicable task as identified.

Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the “Not-to-Exceed Fixed Fee.”

All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall be supporting documentation presented at the time payment is requested.

The City will pay the Consultant for all acceptable services rendered in accordance with the Agreement/RFP.

When the Consultant is performing, or is requested to perform, work beyond the scope of services, those services shall be identified as additional services and invoiced in accordance with the description listed above.

XIII. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the “Professional Services Agreement” for the “convenience of the City” at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes, and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination.

XIV. INDEPENDENT CONTRACTOR

The Contractor’s relationship to the City in the performance of the Contractor’s services for this project is that of an independent contractor. The personnel performing said services shall at all times be under the Contractor’s exclusive direction and control and shall be employees of the Contractor, not employees of the City. The Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of said work and shall be responsible for all employee reports and obligations, including, but not limited to, Social Security, income tax withholding, unemployment compensation, and Workers’ Compensation.

XV. GENERAL CONDITIONS

Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the proposal; (2) submitting the proposal to the City; (3) presenting during the selection interview; (4) negotiating with the City on any matter related to the proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement, and (6) attendance of City Council for Award of Contract.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractor. Services shall not commence until the Agreement for Professional Contractor Services has been executed by the City.

The Contractor is responsible for notifying Underground Service Alert and providing proper traffic control, at no additional expense to the City.

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s). Any contract awarded for these Contractor engagements will be made to the Contractor who, in the opinion of the City, is best qualified

XVI. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. These labor categories when employed for any work on or in the execution of a "Public Works" project require payment of prevailing wages including but not limited to, testing, potholing and non-design work.

XVII. CLOSING ITEMS

Clarification desired by a respondent relating to definition or interpretation shall be requested in writing via email with sufficient time to allow for a response and prior to the RFP due date. All requests for information are to be submitted no later than 2:00pm on April 6, 2026. Oral explanation or instructions shall not be considered binding on behalf of the City.

Any modifications to this solicitation will be issued by the City as a written addendum and posted to the City of Imperial website: <https://cityofimperial.org/> under "Connect > Departments > Parks and Recreation > Related Pages > RFP & BID".

The City will not consider proposals received after the specified date and time. An amendment is considered a new proposal and will not be accepted after the specified date and time. Any contract resulting from this RFP will be financed with funds available to the City through project specific sources.

This RFP does not commit to the City of Imperial to award a contract or pay any costs associated with the preparation of a proposal.

The City reserves the right to cancel, in part or in its entirety, this solicitation should this be in the best

interest of the City.

Questions concerning this RFP are to be directed to Anthony Lopez, Director of Parks and Recreation, with the City of Imperial, contact via electronic mail to alopez@imperial.ca.gov.

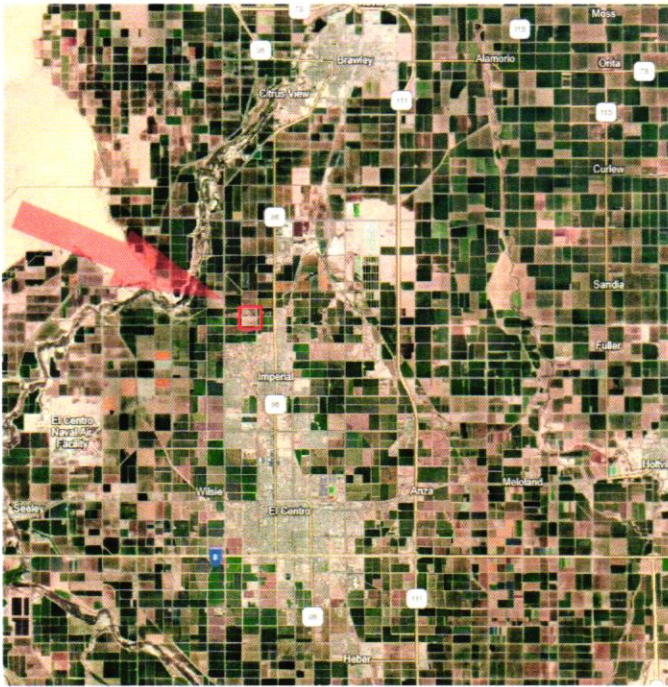


“EXHIBIT A”

Enhancing Community Life Through the City of Imperial Regional Park Development

Executive Summary

The City of Imperial Regional Park is a visionary initiative designed to transform an underutilized farmland parcel into a vibrant community hub. The project will serve a direct population of 21,233 and benefit a broader regional population of 179,057 (with the city representing 11.9% of Imperial County). By creating new recreational and educational opportunities, the park will improve public health and stimulate economic growth. Facilities will include Community center, pool facility, mixed-use trails, multi-purpose fields, basketball courts, a botanical garden, amphitheater, playground, picnic tables, benches, gazebos, and shade structures. In addition, a strong public outreach strategy—including an active social media campaign and two town hall meetings—is in place to ensure widespread community engagement.



Introduction

The City of Imperial is a culturally diverse community with a deep sense of pride and ambitious aspirations for the future. Historically underserved, especially by recreational spaces that benefit seniors and at-risk youth, the community now stands on the brink of transformation. The City of Imperial Regional Park will not only create an inclusive recreational haven but also drive organic, grassroots community engagement, uniting residents and fostering regional growth.

Problem Statement

The lack of accessible quality recreational spaces in Imperial County significantly affects public health, community cohesion, and youth and senior engagement. This dearth of green spaces inhibits healthy lifestyles and social interaction, further amplifying the disparities in this disadvantaged population. Addressing these issues through the development of the City of Imperial Regional Park is imperative to nurturing a cohesive, thriving community.

Proposed Solution

The park will serve as a state-of-the-art facility featuring:

- **Mixed-Use Trails:** For pedestrians and bicyclists, promoting active transportation and fitness.
- **Community/ Recreation Center:** Facilitating indoor activities for all ages in a region where extreme climate conditions limit outdoor activities by providing accessible programs and shared spaces, the center will strengthen neighborhood cohesion, support youth and seniors, promote healthy lifestyles, and enhance the overall quality of life for resident
- **Pool Facility:** Through the facilitation of aquatics where families, neighbors, and friends gather, strengthening community ties.
- **Large Multi-Purpose Fields:** For sports, community events, and various physical activities.
- **Basketball Courts:** Facilitating organized sports and active recreational opportunities.
- **Botanical Garden:** Providing an educational and visibly serene space that celebrates local biodiversity.
- **Amphitheater:** Offering a venue for cultural events, performances, and community gatherings.
- **Playground:** Ensuring secure, engaging settings for children.
- **Additional Amenities:** Including new picnic tables, benches, gazebos, and shade structures for comfort and community relaxation.



Public Outreach and Community Engagement

In ensuring the park meets the community's needs, a comprehensive outreach plan is integral to the project:

- **Social Media Campaign:** A dynamic campaign will be launched across Facebook, Instagram and local community forums. Frequent updates, live streams, interactive Q&A sessions, and engagement-focused posts will gather public input and keep residents informed of progress, milestones, and opportunities for input.
- **Town Hall Meetings:** Two town hall meetings have been tentatively scheduled to maximize community input:
 - **Two early planning meetings:** Tentatively scheduled for **May 15 and May 29, 2025**. The meetings will introduce the project's vision, gather initial feedback, and discuss local needs.

Political and Community Support

The City of Imperial Regional Park has garnered significant endorsement from local and state leaders:

- **California State Senator Stephen C. Padilla** has provided a letter of support, emphasizing the park's potential to enhance community well-being and drive regional development.
- **Assemblyman Jeff Gonzalez** has also issued a letter endorsing the project, underlining its importance in addressing local public health disparities and promoting civic pride.
- **Local Imperial School District Superintendent Bryan Thomason** has shared his support, recognizing the park's value in creating educational and extracurricular opportunities for local youth.

These endorsements not only validate the vision behind the park but also strengthen its potential to secure further support and funding from governmental and community sources.

Benefits

Social Benefits:

- **Civic Pride:** The Park will serve as a focal point for community identity and cultural exchange.
- **Inclusive Spaces:** Tailored amenities ensure that seniors, at-risk youth, and families are all provided for, building stronger community bonds.

Health Benefits:

- **Enhanced Physical Activity:** Ample green space encourages exercise and reduces risks associated with a sedentary lifestyle.
-

- **Improved Mental Well-Being:** The natural environment, combined with community engagement, supports positive mental health outcomes.

Economic Benefits:

- **Employment Opportunities:** The project will generate extensive construction jobs and create long-term maintenance roles.
- **Local Business Growth:** Increased foot traffic will boost revenue for markets, restaurants, and service providers.
- **Efficient Land Utilization:** Reclaiming underutilized farmland for community use will spur regional economic revitalization.

Implementation Plan

The project will follow a phased approach for execution to include:

1. **Planning and Design:**
 - Incorporate community and stakeholder feedback, particularly from the initial town hall and social media channels.
 - Finalize conceptual layouts using recommended maps to guide the spatial planning and infrastructure integration.
2. **Construction:**
 - Engage local and regional construction companies, thus stimulating employment and economic activity.
 - Adhere to a timeline with clear milestones for developing trails, sports facilities, and public amenities.
3. **Ongoing Management:**
 - Collaborate with local businesses and community organizations for coordinated maintenance and programming.
 - Launch educational initiatives in the botanical garden and amphitheater, ensuring long-term community benefits.

Call to Action

The City of Imperial Regional Park is a transformative initiative that invites community members, local leaders, and regional stakeholders to join forces in bringing this vision to life. Whether through financial contributions, active advocacy, or volunteer participation, your support is essential to creating a lasting legacy of health, unity, and growth. Embrace the opportunity to shape a future where every resident benefits from a thriving, accessible public space.

Conclusion

Transforming an underutilized farmland parcel into the City of Imperial Regional Park represents a bold step toward a healthier, more united community. With extensive amenities designed to foster recreational, educational, and economic growth, this project promises lasting benefits. Backed by

endorsements from trusted local leaders such as California State Senator Stephen C. Padilla, Assemblyman Jeff Gonzalez, and Imperial School District Superintendent Bryan Thomason, and supported by comprehensive public outreach efforts—including a social media campaign and town hall meetings on **May 15, 2025** and **May 29, 2025**—the park is poised to become a treasured asset. Through detailed planning and community engagement, this initiative will redefine public spaces and elevate community life for years to come.

EXHIBIT B

PROPOSAL ACKNOWLEDGEMENT FORM

The Proposer hereby acknowledges receipt of addenda number(s) _____, if any.

By signing below, the Proposer agrees to all terms and conditions in this RFP, except where expressly described in the Proposer's Services Proposal.

Original Signature by Authorized
Officer/Agent

Vendor's Tax ID Number (FEIN)

Type/Print Name of Signatory

Company Name

Title

Phone Number

Consultant Mailing Address

Fax Number

Website Address

E-mail Address

Form of Business (mark one of the following):

- Sole Proprietor/Individual
- Partnership
- Corporation
- Limited Liability Company (LLC)

If a corporation, the State where it is incorporated: _____

EXHIBIT C

SAMPLE PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICE AGREEMENT (“AGREEMENT”) is made and entered by and between the City of Imperial, a municipal corporation of the State of California (“Agency”) and _____ (“CONSULTANT”).

RECITALS

WHEREAS, Agency desires to engage Consultant to perform certain professional services, as provided herein; and

WHEREAS, the Consultant is qualified and desires to accept such engagement

Now, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM This AGREEMENT shall commence on ____ day of _____ 2026 and shall remain and continue in effect until tasks described herein are completed, but in no event later than _____ unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

IV. AGENCY MANAGEMENT

Agency’s City Manager shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT. Agency’s City Manager shall be authorized to act on AGENCY’s behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT’s compensation, subject to Section V hereof.

V. PAYMENT

- A. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services. The Agency Manager may approve additional work but in no event shall the total amount to be paid pursuant to this AGREEMENT exceed ten-thousand dollars (\$10,000.00) without prior approval by the Agency City Council.
- B. CONSULTANT shall submit an invoice in an amount not to exceed _____ upon completion of Tasks called for by this AGREEMENT. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within thirty (30) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least five (5) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section V.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
 - B. If the AGENCY Manager, or his designee, determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall
-

have five (5) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the AGENCY with a written plan for the cure of the default, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.
- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the AGENCY and may be used, reused, or otherwise disposed of by the AGENCY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the AGENCY, at the CONSULTANT's office and upon reasonable written request by the AGENCY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to AGENCY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

B. Duty to defend

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services

encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall defend the AGENCY at CONSULTANT's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and AGENCY, as to whether liability arises from the sole or active negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Attachment D attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The AGENCY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the AGENCY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of AGENCY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or subagreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this AGREEMENT.

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

XVI. NOTICES

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of AGENCY's Request for Proposal, Attachment "A" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONSULTANT, Exhibit "D" hereto. In the event of conflict, the requirements of AGENCY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

City of Imperial A Municipal Corporation

(CONSULTANT NAME)

By: _____
Dennis H. Morita, City Manager

By: _____

ATTEST:

Kristina Shields, City Clerk

APPROVED AS TO FORM:

By: _____
Katherine Turner, City Attorney

EXHIBIT D

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of AGENCY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term

of this AGREEMENT, policies of insurance of the type and amounts described below and, in a form, satisfactory to AGENCY.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

Workers’ compensation insurance. CONSULTANT shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

CONSULTANT shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

Umbrella or excess liability insurance. [Optional depending on limits required]. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer’s liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason.
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by Agency’s Risk Manager prior to commencement of performance. Current

certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONSULTANT or AGENCY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, AGENCY may cancel this AGREEMENT. Page

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONSULTANT of non compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the AGENCY

requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. CONSULTANT shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies. Notice to Agency not to exceed ten (10) days.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.
