

Agenda Item No. F 3

DATE SUBMITTED 08/22/2022
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 08/23/2022

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:
 LABOR COMPLIANCE CONSULTING SERVICES FOR
 LA BRUCHERIE RD WIDENING PROJECT FROM ATEN BLVD TO TRESHILL RD
 (RFP No. P2022-05)

1. Award contract for labor compliance consulting services to "Labor Compliance Consultants of Southern California LLC"

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:
 The Community Development Department was directed by City Council to conduct a competitive BID process for the construction of *LaBrucherie Rd Widening Project from Aten Blvd to Treshill Rd*. See Exhibit 1 attached herewith for details.

The construction is funded from LTA Measure "D", SB1 RMRA and Circulation Funds.




This labor compliance consulting services contract is to monitor and enforce compliance with federal and/or State prevailing wage laws on public works projects.

The City sent out an RFP to eight (8) firms. See Exhibit 2 attached herewith for details.

The City received the following two (2) proposals:

1. Labor Compliance Consultants of Southern California LLC..... \$6,000.00
 2. Alliant Consulting, Inc.....\$13,035.00

Staff recommends awarding Labor Compliance Services Contract to "*Labor Compliance Consultants of Southern California, LLC*" per their proposal dated July 25, 2022 as they were found to be the lowest responsive and responsible bidder with a proposal amount of \$6,000.00. See Exhibit 2 attached herewith for details.

FISCAL IMPACT: \$6,000.00 from LTA Measure "D"	ADMIN SERVICES SIGN INITIALS 
STAFF RECOMMENDATION: Staff recommends City Council award a contract for labor compliance consulting services to "Labor Compliance Consultants of Southern California LLC" in the amount of \$6,000.00 per ATTACHMENT C.	DEPT. INITIALS 
MANAGER'S RECOMMENDATION: <i>approve staff recommendation</i>	CITY MANAGER'S INITIALS 

MOTION:
 SECONDED:
 AYES: APPROVED () REJECTED ()
 NAYES: DISAPPROVED () DEFERRED ()
 ABSENT:
 REFERRED TO:

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EXHIBIT 2

City of Imperial
Community Development Department

LABOR COMPLIANCE CONSULTING SERVICES

REQUEST FOR PROPOSAL P2022-05

La Brucherie Widening Project
From Aten Blvd to Treshill Rd

*Project Funded by local funds:
LTA Measure "D", SB1 Road Maintenance and Rehabilitation
Account (RMRA), & Circulation Funds*

Point of Contact:
Community Development Department
Jesus Villegas, Project Manager
400 S. Imperial Avenue, Suite 101
Imperial, CA 92251
760.355.3840
jvillegas@cityofimperial.org

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ATTACHMENT A

CITY OF IMPERIAL
REQUEST FOR PROPOSALS FOR
La Brucherie Widening Project
RFP P2022-05

NOTICE IS HEREBY GIVEN that the City of Imperial, acting by and through its CITY COUNCIL, hereinafter referred to as the "CITY", will receive up to, but no later 1:00 P.M. on Tuesday, July 26, 2022, PROPOSALS for negotiation and award of a contract concerning Labor Compliance Consulting Services.

To be considered, one original and two (2) copies of PROPOSALS must be received in the office of the CITY CLERK, 420 South Imperial, CA, California, 92251, Attention: Jillian Mehdipour, Public Record Analyst, by the time specified above.

It is the CITY's intention to select the Consultant whose proposal is deemed to be most advantageous to the CITY in accordance with the evaluation criteria set forth in this Request for Proposals. The Community Development Department will review and score the proposals and recommend the most responsive and responsible firm to receive the contract award. City staff recommendation will be forwarded to the IMPERIAL CITY COUNCIL for final determination.

Each proposal must conform and be responsive to the City of Imperial's Governing Agreement, a copy of which is attached as Attachment C. This Governing Agreement may also be obtained at the offices of the Community Development Department located at 400 South Imperial Avenue, Suite 101, Imperial CA 92251.

The CITY reserves the right to reject any or all PROPOSALS, or to waive any irregularities or informalities in any qualifications or in the selection process. Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Veteran Owned Businesses (VOB) are encouraged to participate.

Questions concerning the proposal should be directed to Carla Bañales, Administrative Assistant, with the City of Imperial at (760) 355-3335 or via email: cbanales@cityofimperial.org.

ATTACHMENT B

INFORMATION FOR PROPOSERS

1.0 PURPOSE

The CITY, through the Community Development Department, is soliciting competitive proposals from qualified experienced individuals or firms to provide Labor Compliance Consulting Services for the *La Brucherie Widening Project* funded by local funds, LTA Measure "D", SBI Road Maintenance and Rehabilitation Account (RMRA), and Circulation Funds. Final selection of individual or firm will be contingent upon approval from the Imperial City Council. All communications relating to this RFP must be directed to the contact person named above and only through email or written correspondence. Any other forms of communications between a respondent and CITY's staff concerning this RFP are prohibited. In no instance is a respondent to discuss cost information, quality of responses, names of additional respondents, or any other information requested by or contained in a proposal with the point of contact or any other staff prior to proposal evaluation. Failure to comply with this section may result in CITY's disqualification of the proposal. The respondent is responsible for ensuring the response is received before the deadline. The CITY will accept proposals via email and US mail. CITY assumes no responsibility for lost or misrouted mail. The term of the Agreement for services will be for the duration of the *La Brucherie Widening Project*.

Construction Cost Estimate: \$2,055,598.80

Time of Completion: Ninety (90) consecutive calendar days.

Approved Improvement plans may be downloaded with the following link:

[Approved Improv Plans.pdf](#)

2.0 CALENDAR OF EVENTS

2.1	RFP issued	July 20, 2022
2.2	Deadline for City to receive written questions	July 22, 2022
2.4	Written responses for questions received will be available	July 25, 2022
2.5	Package, References, and other documentation must be received by the City no later than 3:00 P.M. on	July 26, 2022
2.6	City Council Award Proposal	August 03, 2022

3.0 SCOPE OF SERVICES

The individual or firm will perform these services under the supervision and direction of the Community Development Director. The CITY wishes to contract with an individual or firm for the duration of the La Brucherie Widening Project.

3.1 The Consultant shall be responsible for assisting the CITY with activities needed to ensure that workers employed by the CITY's contractors and their subcontractors are hired and paid in compliance with all applicable labor standards.

3.2 The Consultant shall serve as the primary contact person for the CITY's contractors and their subcontractors for issues related to labor compliance standards. The Consultant shall attend pre-construction meetings to provide contractors and their subcontractors with informational materials and requirements regarding labor compliance standards and to review the labor compliance standards applicable to each project.

3.3 The Consultant shall immediately inform the CITY of any changes or developments regarding issues of federal or California compliance.

3.4 Prior to each bid advertisement, the Consultant shall obtain the most current and applicable wage decisions information and provide this in a timely manner to all prospective contractors and subcontractors. Thereafter, the Consultant shall immediately inform the contractors and their subcontractors of any changes or developments regarding issues of labor compliance, relevant to their contract performance for the City of Imperial.

3.5 Prior to commencement of contractors' or subcontractors' work, the Consultant shall provide verification that their licenses are current and active with the California State Contractor's License Board and they are not on a federal debarment list.

3.6 The Consultant shall provide the CITY and its contractors and their subcontractors with all required labor compliance standards contract language for inclusion in all applicable contracts to be executed by the CITY and its contractors.

3.7 The consultant must conduct all interviews at the work site. Interviews may occur at random, without providing previous notification to their contractor and subcontractor.

3.8 The Consultant shall respond promptly to all Requests for Information by the CITY and its contractors and their subcontractors for information pertaining to Federal and California labor compliance standards.

3.9 The Consultant shall immediately inform the CITY whenever a contractor or subcontractor is found to be out of compliance with applicable labor standards.

3.10 The Consultant shall assist the CITY with contractors' applications for progress payments.

3.11 The Consultant shall promptly review the Certified Payroll Reports (CPRs) as received and notify the prime contractor of any deficiencies in wages, overtime compensation, incomplete or inaccurate CPRs, and/or incomplete or inaccurate Statements of Compliance.

3.12 The Consultant shall maintain all original documentation in an organized, manageable and current status and make it available to the CITY for review at any time.

3.13 The Consultant shall prepare and submit in a timely manner, all monthly, semi-annual and final reports, so that the CITY has sufficient time for review prior to submitting them to the State of California.

3.14 At the conclusion of a project, the Consultant shall provide to the CITY, all CPRs and all other documentation and correspondence related to the project.

3.15 If requested, the Consultant shall participate in Labor Compliance Monitoring conducted by the State of California, at a time and place specified by the CITY and the State of California.

4.0 MANDATORY REQUIREMENTS FOR ALL PROPOSALS

4.1 All proposals must demonstrate that the consultant has a willingness and ability to comply with all documents, including but not limited to, the Governing Agreement identified as Attachment C.

4.2 All proposals must be accompanied with the name(s), title(s) and resume(s) of the individual(s) who will be performing the services should the contract be awarded.

4.3 All parties submitting proposals shall include with their proposals at least three (3) current references, including name, address, and telephone number.

5.0 CONTRACT TERMS AND CONDITIONS

Please refer to Attachment C, Governing Agreement. Attachment C is a draft agreement to be used as a sample of the agreement that the winning party will be expected to sign. It is not the final agreement and there may be additional or different terms included in the final agreement.

6.0 PREPARATION OF PROPOSAL

All statements of proposals must include an original and three copies to be submitted in envelopes bearing on the outside the name of the individual or firm, address, and the title of the RFP for which the qualifications are being submitted. It is the sole responsibility of respondent to ensure that proposals are received by the CITY in the proper time. Any proposals received after the scheduled closing time for receipt will be returned to the individual or firm unopened. Proposals are not accepted via facsimile and telegraph. Accepted methods of delivery are via

electronic mail, personal delivery, United States Postal Service or other delivery services such as FedEx or United Parcel Service.

7.0 SIGNATURE

The statement of qualifications document or any modification must be signed in the name of the individual and must bear the original signature of the person or persons authorized to sign the proposal.

8.0 MODIFICATIONS

Any modification of any proposals submitted must be in writing and received by CITY prior to the closing time for proposals. Modifications may be submitted by facsimile, electronic mail, personal delivery, United States Postal Service or other delivery services such as FedEx or United Parcel Service. Any qualifications or modifications received after the scheduled closing time for receipt of statement of qualifications will be returned to the consultant unopened.

9.0 ERASURES

Proposals submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by putting in the margin immediately opposite the correction the surname or surnames of the person or persons signing the statement of qualifications.

10.0 WITHDRAWAL OF PROPOSALS

Respondents may withdraw their proposals either personally or by written request at any time prior to the scheduled closing time for receipt of proposals.

11.0 PROPOSAL ELEMENTS

Proposals must address each of the elements in this section.

11.1 Statement of Qualifications

- a. **Relevant Experience:** All services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the state. Preference will be given to individuals/firms with Imperial County Measure 'D', CMAQ, or other local measure projects. Include the names, addresses and phone numbers of contact persons for several contracts for which you have performed services as solicited in this RFP.
- b. **Relevant Education:** Applicant's demonstration of certification and training required to perform services.

c. Responsiveness to Project Requirements: Applicant's demonstrated success in completing projects on time and responsiveness to meeting changing requirements. Attentiveness to and compliance with RFP instructions, interview requirements, and other aspects of the selection process will be considered as an indication of responsiveness.

d. A brief statement of your policy regarding affirmative action.

e. The Appraiser shall carry not less than the following insurance and shall provide verification to the CITY upon request:

1. Professional Liability Insurance: Errors and Omissions Insurance in an amount of at least \$1,000,000 single limit coverage, covering all personnel employed by the Consultant in the capacity of acting as an Agent of the municipality.

2. General Liability Insurance: General Liability Insurance in an amount of at least \$1,000,000, single limit coverage, covering all personnel employed by the Consultant in the capacity of acting as an Agent of the municipality.

3. Worker's Compensation: Worker's Compensation Coverage in full compliance with California statutory requirements for all personnel employed by the Consultant in the capacity of acting as an Agent of the municipality.

4. Automobile Liability Insurance: Automobile Liability Insurance in an amount of at least \$1,000,000 combined single limit coverage including owned, non-owned and hired vehicles.

11.2 Proposed Scope of Work

A prospective Consultant should indicate an understanding of the requested services as described in Section 3, Scope of Services, and describe how it proposes to service the CITY in these aspects.

11.3 Project Personnel and Their Availability

Provide resume(s) of the key personnel who would be assigned to perform the services as described. Indicate status of each person's relationship to your firm, whether an employee, partner, subcontractor, or other contractual agreement. The statement should also identify for each member of the project team, their area of expertise, role in the project, and experience with similar or related projects.

11.3.1 Qualified personnel shall perform all services and shall maintain all necessary certificates and licenses required to perform such services.

11.3.2 Except when, and if, the workload demands otherwise, all services shall be conducted within the normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

11.4 Cost of Proposed Services

The cost of the Labor Compliance Services shall be based on the fee schedule proposed and work authorized. Describe your proposed fee schedule for determining the cost of the requested services for the term of the contract. Billing for the services shall be submitted to the City of Imperial Community Development Department 400 S. Imperial Avenue, Suite 101; Imperial, CA 92251.

11.5 Time

Subject to any limitations stated in this proposal, the specified Labor Compliance Consultant Services shall be completed and delivered to the Community Development Director within 10 calendar days after written authorization to proceed is received, barring circumstances beyond the Consultant’s control that force a delay. In such instance, the Consultant will inform the Community Development Director of the cause of such delay.

11.6 Protection of Property

The Consultant shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall reasonably restore the site to the condition existing prior to the Consultant’s entry.

12.0 SELECTION PROCESS

The City of Imperial will review the qualifications based on the selection criteria and 100-point scale as follows:

1.	General firm and individual experience:	10 points
2.	Specific experience as it pertains to LTA Measure D, STBG, and/or other similar Imperial County local measure programs:	20 points
3.	Specific experience as it pertains to the Scope of Work above mentioned in Item 3.0:	20 points
4.	Capacity to perform the Scope of Work and ability to conclude the work in a timely manner:	15 points
5.	Quality of staff and their availability:	15 points
6.	Overall quality of qualifications, especially thoroughness:	5 points
7.	Cost of Services:	15 points
	TOTAL VALUE:	100 points

Additional questions may be asked to respondents and formal interviews may be conducted as well. Respondents will be notified of any additional required information or interviews after written proposals have been evaluated. The CITY reserves the right to reject any and all qualifications submitted; to request clarification of services submitted; to request additional information; and to waive any irregularity in the qualifications and review process, as long as CITY procedures remain consistent with procurement requirements. The CITY may select one consulting firm or a combination of consulting firms to provide the range of services requested.

13.0 PROHIBITION AS SUBCONTRACTORS UNDER COMPETITIVE PROPOSALS

No party submitting a proposal who is permitted to withdraw a proposal shall, for compensation, perform any subcontract or other service for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

14.0 FEDERAL REGULATIONS

14.1 Affirmative Action

The work to be performed under this contract is on a project funded by local funds, LTA Measure 'D' and SB1 Road Maintenance and Rehabilitation Account (RMRA), and Circulation Funds. CITY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority- and women-owned and operated businesses are encouraged to apply.

14.2 Section 3

~~The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.~~

14.3 Federal Terms and Conditions During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to each of the following:

A. Equal Opportunity

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR Chapter 60).

2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provision of the nondiscrimination clause.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and

will permit access to this books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order N. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States or enter into such litigation to protect the interests of the United States.

8. The contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of the Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance reports prior to or as an initial part of their bid or negotiation of a contract.

10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the Contractor, the Contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he/she has made to obtain such information.

11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent of behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provision of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set fourth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

12. The Contractor will cause the forgoing provision to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the forgoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. Disadvantaged/Minority/Women Business Enterprise Federal Regulatory Requirements under 24 CFR 85.36(e)

1. The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;**
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;**
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;**
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;**
- e. Using the Services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.**

C. Copeland "Anti-Kickback" Act (18 U.S.C. 874)

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

D. Compliance with Labor Standard Provisions

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

E. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330)

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR Part 5, construction contracts awarded by grantees and sub grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

F. Requirements and Regulations pertaining to Data and Design

All data and design and engineering work created under this Agreement shall be owned by the CITY and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the CITY.

G. Requirements and Regulations Pertaining to Reporting

The CITY, State, and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent to the contract.

H. Compliance with Clean Air Act and Clean Water Act

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)).
2. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
3. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

I. Compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

D/MBE/WBE Implementation Guidelines

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements:

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder request subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of

items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.

4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, and summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.

5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their subbids.

6. To find a D/M/WBE certified firm, you may call (916) 455-3520, go online to: <http://www.dot.ca.gov/hq.bep>, or via email at: D/M/WBE Caltrans-Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

ATTACHMENT C
AGREEMENT FOR PROFESSIONAL SERVICES
“LABOR COMPLIANCE”

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 August ____2022 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 sub-agreement, 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

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To AGENCY:	City of Imperial 420 South Imperial Avenue Imperial, CA 92251 Attention: City Manager's Office
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To CONSULTANT: (CONSULTANT NAME)

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. CONSULTANT may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. Should he/she leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include an indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

XIX. GOVERNING LAW

The AGENCY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the AGENCY.

XX. ENTIRE AGREEMENT

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.

(CONSULTANT NAME)

By: _____

City of Imperial

A Municipal Corporation

By: _____

Dennis H. Morita, City Manager

ATTEST:

Dennis H. Morita, City Clerk

APPROVED AS TO FORM:

By: _____

Dennis H. Morita, City Attorney

Attachments:

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Scope of Work

Insurance Requirements

Request for Proposal

Consultant's Proposal

ATTACHMENT 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.

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.

///END OF RFP

EXHIBIT 1

CITY OF IMPERIAL LA BRUCHERIE WIDENING PROJECT FROM ATEN BLVD. TO TRESHILL RD.

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES AND AGENCIES.
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APPROVED
CITY OF IMPERIAL

SHEET INDEX

SHEET NUMBER	TITLE SHEET
1	TPO AND DEMOLITION PLAN
2	PLAN & PROFILE
3	PLAN & PROFILE
4	PLAN & PROFILE
5	SHIPPING & STORAGE PLAN
6	TRAFFIC SIGNAL PLAN
7	TRAFFIC SIGNAL PLAN
8	EROSION CONTROL DETAILS
9	EROSION CONTROL DETAILS
10	EROSION CONTROL DETAILS
11	EROSION CONTROL DETAILS
12	DETAILS & CROSS SECTIONS

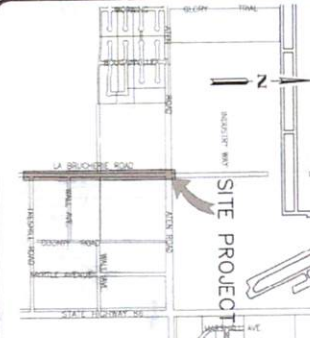
LEGEND

ITEM NO.	SYMBOL	ITEM	SYMBOL
1	---	CONCRETE CURB	---
2	---	CONCRETE SIDEWALK	---
3	---	CONCRETE DRIVE	---
4	---	CONCRETE DRIVE	---
5	---	CONCRETE DRIVE	---
6	---	CONCRETE DRIVE	---
7	---	CONCRETE DRIVE	---
8	---	CONCRETE DRIVE	---
9	---	CONCRETE DRIVE	---
10	---	CONCRETE DRIVE	---
11	---	CONCRETE DRIVE	---
12	---	CONCRETE DRIVE	---

ABBREVIATIONS

SYMBOL	DESCRIPTION
1	CONCRETE CURB
2	CONCRETE SIDEWALK
3	CONCRETE DRIVE
4	CONCRETE DRIVE
5	CONCRETE DRIVE
6	CONCRETE DRIVE
7	CONCRETE DRIVE
8	CONCRETE DRIVE
9	CONCRETE DRIVE
10	CONCRETE DRIVE
11	CONCRETE DRIVE
12	CONCRETE DRIVE

VICINITY MAP



PROJECT DESCRIPTION

THE PROJECT CONSISTS OF WIDENING AND IMPROVING THE ROADWAY FROM ATEN BLVD TO TRESHILL RD. THE PROJECT WILL INCLUDE THE CONSTRUCTION OF A NEW 12' WIDE SIDEWALK, A NEW 12' WIDE DRIVE, AND A NEW 12' WIDE CURB. THE PROJECT WILL ALSO INCLUDE THE CONSTRUCTION OF A NEW 12' WIDE DRIVE, A NEW 12' WIDE CURB, AND A NEW 12' WIDE SIDEWALK. THE PROJECT WILL BE COMPLETED BY THE END OF 2022.

DECLARATION OF RESPONSIBLE CHANGE

I, THE ENGINEER, HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR THIS PROJECT. I HAVE REVIEWED THE PROJECT DESCRIPTION AND THE PROJECT PLAN, AND I HAVE DETERMINED THAT THE PROJECT DESCRIPTION AND THE PROJECT PLAN ARE ACCURATE AND COMPLETE. I HAVE ALSO REVIEWED THE PROJECT PLAN AND I HAVE DETERMINED THAT THE PROJECT PLAN IS ACCURATE AND COMPLETE. I HAVE ALSO REVIEWED THE PROJECT PLAN AND I HAVE DETERMINED THAT THE PROJECT PLAN IS ACCURATE AND COMPLETE.

UNDERGROUND SERVICES ALERT
CALL TOLL FREE 811
BEFORE YOU DIG

APPROVED BY DIRECTOR OF PUBLIC WORKS
CITY OF IMPERIAL, CA
DATE: 2-27-22

ENGINEER OF RECORD
PAUL JENNINGS UNDER THE SUPERVISION OF
DATE: 2-29-2022

CITY OF IMPERIAL
IMPROVEMENT PLANS
TITLE SHEET
FROM ATEN BLVD TO TRESHILL RD.

SHEET 1 OF 12 SHEETS
JOB NO. C19033-300

UNIFORM SERVICE ALERT
CALL TOLL FREE
811
BEFORE YOU DIG
THE WORKING DAYS



REVISIONS	DATE	BY	REASON
1	12/21/21	JACOB LORAN	PROJECT NO. 18/17/21
2	12/21/21	JACOB LORAN	PROJECT NO. 18/17/21
3	12/21/21	JACOB LORAN	PROJECT NO. 18/17/21

APPROVED BY DIRECTOR OF PUBLIC WORKS
CITY OF IMPERIAL, CA

DATE: 12-21-21

BY: JACOB LORAN

B.C.E. NO.: 55432

ENGINEER OF RECORD
PLANS PREPARED UNDER THE SUPERVISION OF

DATE: 12-02-2022

BY: CARLOS CORALES

B.C.E. NO.: 55432



LC ENGINEERING CONSULTANTS INC.
1450 State Street
Imperial County, CA 92541

DATE: 12/21/21

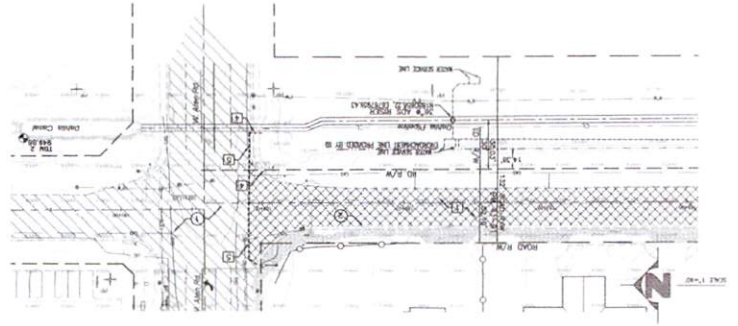
BENCHMARK: SEE SHEET NO. 1

CITY OF IMPERIAL
IMPROVEMENT PLANS
TOPO & DEMOLITION PLANS

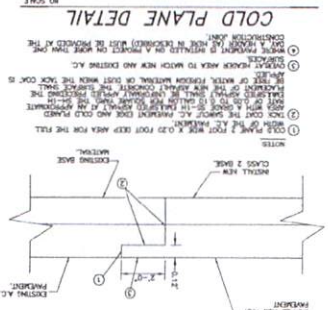
FROM ALLEN BLVD. TO THURSDAY RD.
LA BRUCHERRE WIDENING PROJECT

SHEET 2 OF 12 SHEETS

CIP0303-00



- DEMOLITION NOTES:**
- REMOVE EXISTING ASPHALT & BASE SECTION AND GRADE OF MATERIAL.
 - REMOVE EXISTING FURROWS TO BE DEMOLISHED PER PLAN WITH FRESH ADJUSTABLE FURROW COVERS TO 1/2" BELOW GRADE WITH 1" FRC CONCRETE.
 - REMOVE ONE FOOT WIDE AND ONE FOOT DEEP AROUND THE WASTEWATER FURROW/COVER.
 - REMOVE ONE WIDE CURB & GUTTER AND DEMOLISH TO BE REMOVED AND GRADED OFF.
 - REMOVE ONE WIDE CURB & GUTTER AND DEMOLISH TO BE REMOVED AND GRADED OFF.
- EXISTING NOTES:**
- EXISTING CURB AND GUTTER TO REMAIN.
 - EXISTING A.C. PAVEMENT TO REMAIN.



COLD PLANE DETAIL

NO SLOPE

1. REMOVE EXISTING ASPHALT & BASE SECTION AND GRADE OF MATERIAL.

2. REMOVE EXISTING FURROWS TO BE DEMOLISHED PER PLAN WITH FRESH ADJUSTABLE FURROW COVERS TO 1/2" BELOW GRADE WITH 1" FRC CONCRETE.

3. REMOVE ONE FOOT WIDE AND ONE FOOT DEEP AROUND THE WASTEWATER FURROW/COVER.

4. REMOVE ONE WIDE CURB & GUTTER AND DEMOLISH TO BE REMOVED AND GRADED OFF.

5. REMOVE ONE WIDE CURB & GUTTER AND DEMOLISH TO BE REMOVED AND GRADED OFF.

ID ENCROACHMENT PERMIT WILL BE REQUIRED PRIOR TO START ANY WORK WITHIN ID RIGHT OF WAY

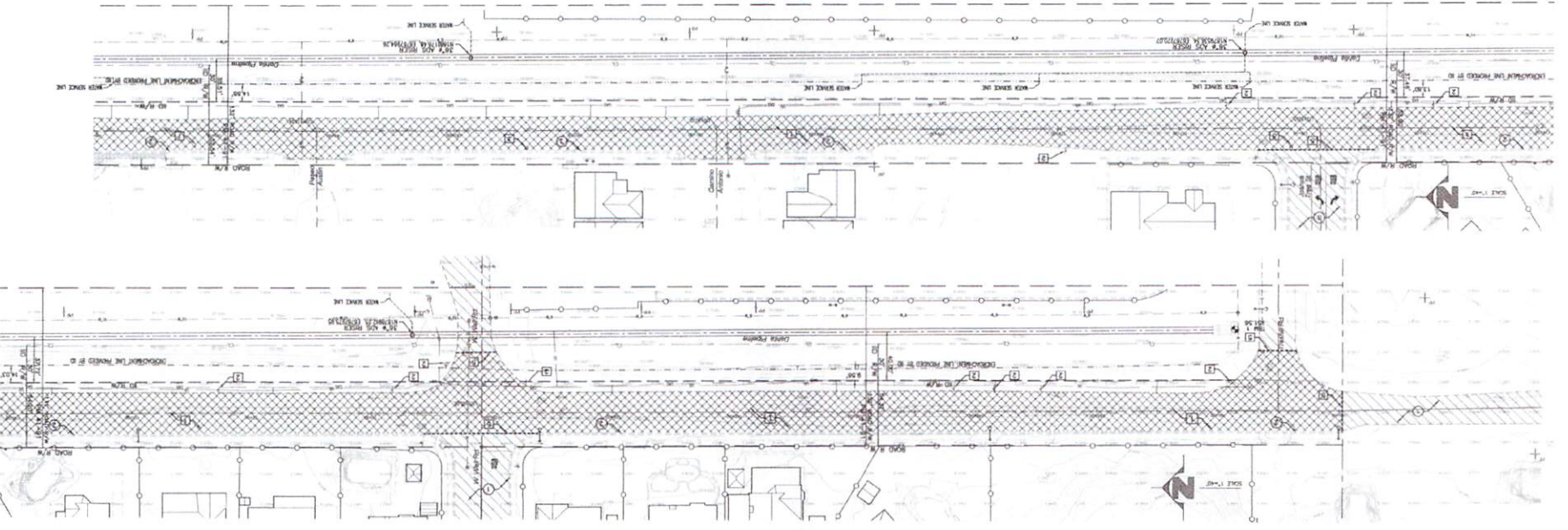


EXHIBIT 1

BENCHMARK TABLE

MARK	DESCRIPTION	ELEVATION
1	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
2	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
3	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
4	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
5	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
6	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
7	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
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9	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
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11	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
12	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
13	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
14	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
15	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
16	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
17	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
18	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
19	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
20	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
21	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
22	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
23	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
24	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
25	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
26	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
27	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
28	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
29	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
30	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
31	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
32	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
33	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
34	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
35	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
36	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
37	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
38	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
39	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
40	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
41	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
42	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
43	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
44	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
45	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
46	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
47	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
48	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
49	IMPERIAL COUNTY WATER METER - PHASE 8	178.00
50	IMPERIAL COUNTY WATER METER - PHASE 8	178.00

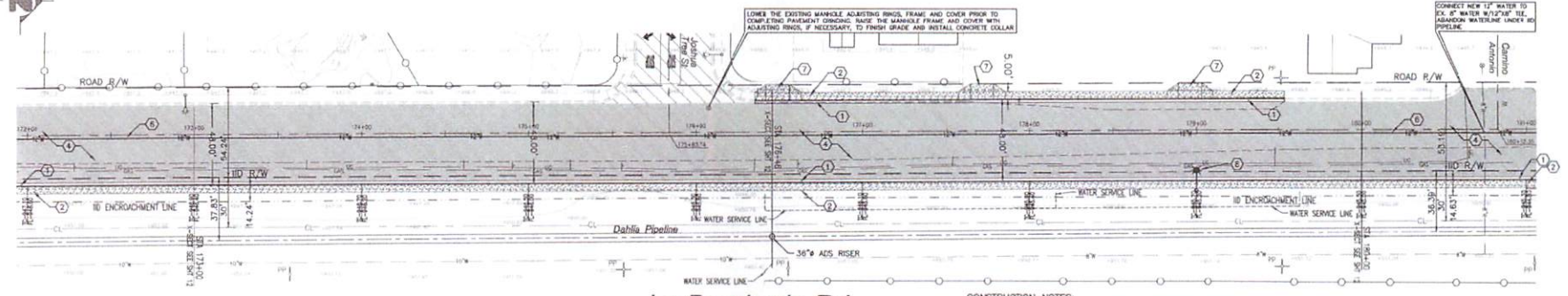
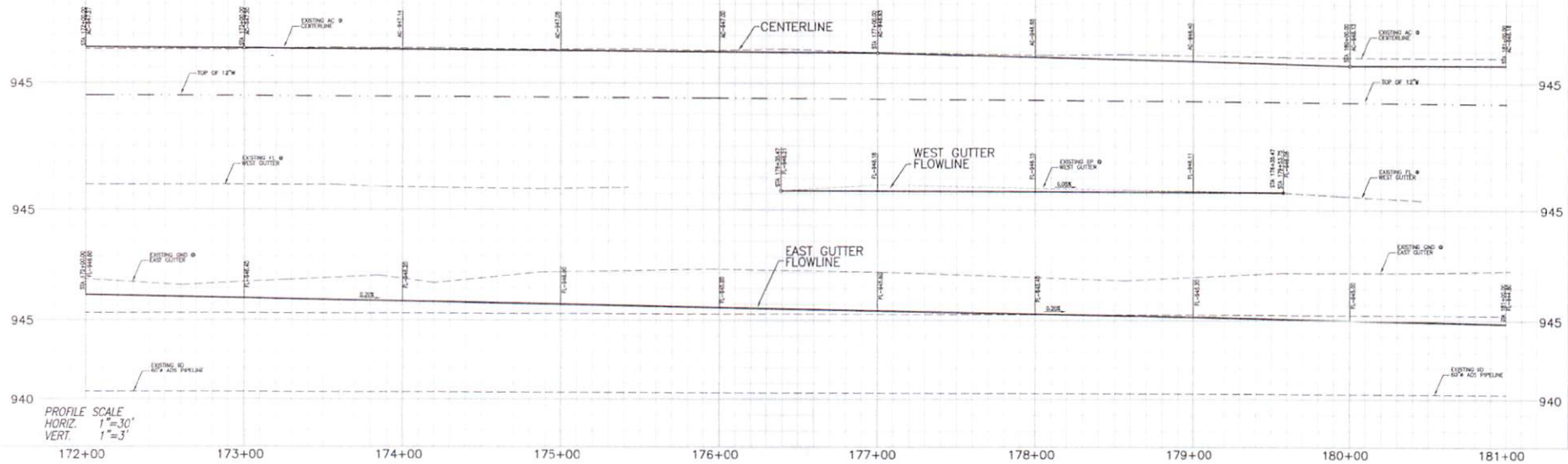
APPROVED

DATE: 12/21/21

CITY OF IMPERIAL

ENCROACHMENT LINE FOR LA BRUCHERRE ROAD PROJECT
AND FROM ID CL STREET

EXHIBIT 1

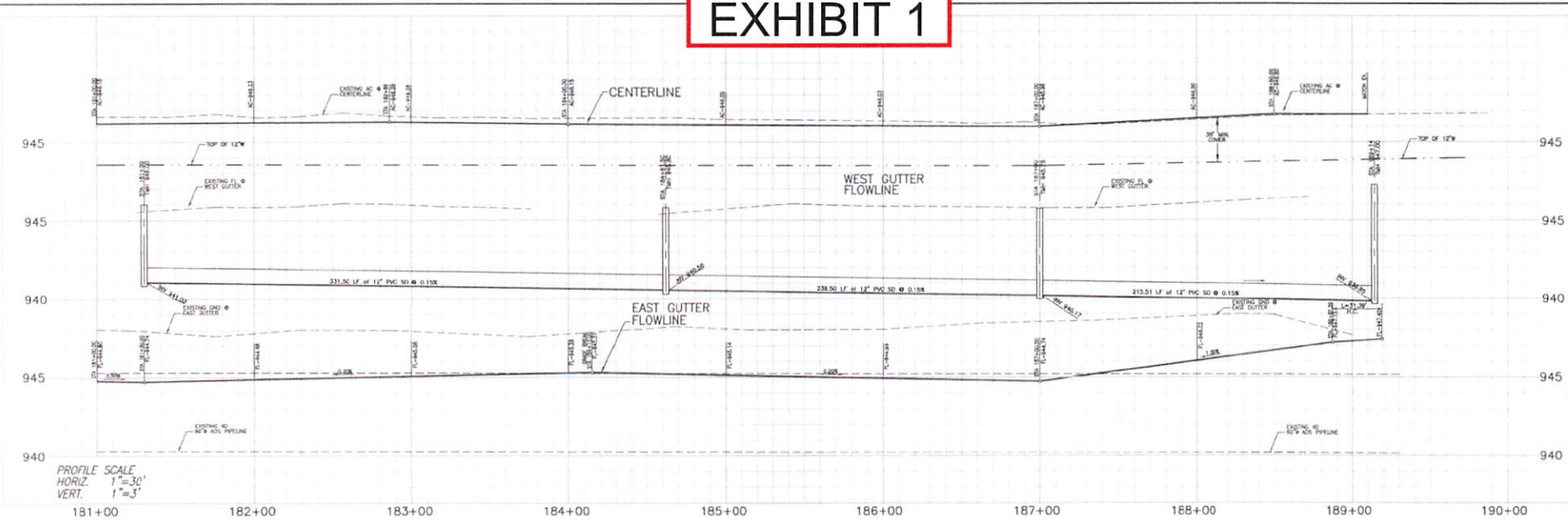


APPROVED
 CITY OF IMPERIAL
 J. Lopez DATE: 12/02/21

NOTES:
 1- WHEN COVER ON TOP OF PIPES IS LESS THAN 36" (DITCHES) SLOPE SHOULD BE 2%
 2- ALL EXISTING SIGNED MANHOLES AND WATER SERVICES MUST BE RELOCATED AND RELOCATED TO GRADE WHEN FRAMED THE ROAD.
 3- IID ENCROACHMENT PERMIT WILL BE REQUIRED PRIOR TO START. SEE PERMITS @ BOOK OF 85

UNDERGROUND SERVICE ALERT CALL: TOLL FREE 811 TWO WORKING DAYS BEFORE YOU DIG	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: 8px;">DATE</td> <td style="font-size: 8px;">BY</td> <td style="font-size: 8px;">MARK</td> <td style="font-size: 8px;">REVISIONS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	DATE	BY	MARK	REVISIONS					APPROVED BY DIRECTOR OF PUBLIC WORKS CITY OF IMPERIAL, CA JACKIE LOPEZ DATE: 2-22-22	ENGINEER OF RECORD PLANS PREPARED UNDER THE SUPERVISION OF CARLOS CORRALES DATE: 2-22-2022 R.C.E. NO.: 55432	SEAL No. 55432 Exp. 12-31-24 City of California	LC ENGINEERING CONSULTANTS INC. CIVIL ENGINEERING • LAND SURVEYING • CONSTRUCTION MANAGEMENT SERVICES 1015 State Street El Centro CA 92543 DATE: 12/02/21 BENCHMARK: SEE SHEET NO. 1	CITY OF IMPERIAL IMPROVEMENT PLANS PLAN & PROFILE LA BRUCHERIE WIDENING PROJECT FROM ATEEN BLVD. TO TRESHILL RD. SHEET 4 OF 12 SHEETS JOB NO. C19033-00
DATE	BY	MARK	REVISIONS											

EXHIBIT 1

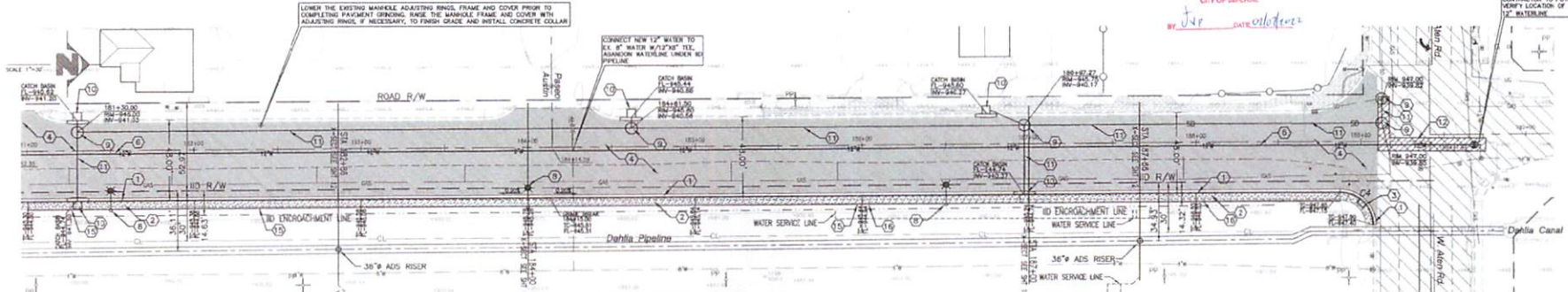


IID PERMANENT ENCROACHMENT PERMIT WILL BE REQUIRED BY CITY OF IMPERIAL FOR AREA THE CITY IS ENCROACHING INTO IID RIGHT OF WAY DUE TO THE ROAD WIDENING

APPROVED

CITY OF IMPERIAL
BY: *J4r* DATE: *02/02/21*

CONNECT NEW 12" WATER TO EX. 12" WATER W/12" TEE AND NEW 12" GATE VALVE CONTRIBUTE TO POTABLE & VERIFY LOCATION OF EXISTING WATERLINE



La Brucherie Rd

CURVE	DATA	RADIUS	LENGTH	REFERENCE
C1	81° 59' 48"	20.00'	11.30'	FACE OF CURSE
C2	80° 20' 18"	20.00'	11.53'	FACE OF CURSE
C3	81° 59' 48"	20.00'	11.30'	FACE OF CURSE
C4	81° 59' 48"	20.00'	11.30'	FACE OF CURSE

CONSTRUCTION NOTES:

- 1) NEW 6" PCC CURB AND GUTTER PER CITY OF IMPERIAL DET. NO. 400
- 2) NEW 4" PCC SIDEWALK OVER 2" SAND/4" MOVE COMP TO SOLE PER CITY OF IMP. DET. NO. 407
- 3) NEW HANDICAP RAMP PER DETAIL ON SHEET 11
- 4) NEW 4" OF AC PAVEMENT OVER 18" OF CLASS 2 BASE
- 5) GRADING LIMIT ENCROACHMENT INTO IID R/W
- 6) NEW 12-INCH RINGS, 4-ROCK, CLASS 150 PCC WATER PIPELINE PER TRENCH DETAIL ON SHEET 10
- 7) NEW 18" PCC SIDEWALK APPROACH PER CITY OF IMPERIAL DET. NO. 403
- 8) NEW STREET LIGHT PER CITY OF IMPERIAL DET. NO. 511
- 9) NEW 12-INCH RINGS, 4-ROCK, CLASS 150 PCC WATER PIPELINE PER TRENCH DETAIL ON SHEET 10
- 10) NEW 12-INCH RINGS, 4-ROCK, CLASS 150 PCC WATER PIPELINE PER TRENCH DETAIL ON SHEET 10
- 11) NEW 12-INCH RINGS, 4-ROCK, CLASS 150 PCC WATER PIPELINE PER TRENCH DETAIL ON SHEET 10
- 12) NEW 12-INCH RINGS, 4-ROCK, CLASS 150 PCC WATER PIPELINE PER TRENCH DETAIL ON SHEET 10
- 13) NEW 12-INCH RINGS, 4-ROCK, CLASS 150 PCC WATER PIPELINE PER TRENCH DETAIL ON SHEET 10
- 14) NEW 12-INCH RINGS, 4-ROCK, CLASS 150 PCC WATER PIPELINE PER TRENCH DETAIL ON SHEET 10
- 15) NEW 12-INCH RINGS, 4-ROCK, CLASS 150 PCC WATER PIPELINE PER TRENCH DETAIL ON SHEET 10
- 16) NEW 12-INCH RINGS, 4-ROCK, CLASS 150 PCC WATER PIPELINE PER TRENCH DETAIL ON SHEET 10
- 17) NEW 12-INCH RINGS, 4-ROCK, CLASS 150 PCC WATER PIPELINE PER TRENCH DETAIL ON SHEET 10

NOTES:
1- PER CHECK ON TOP OF PIPES & LINES THAT 30" DIMENSIONS SHOULD BE USED.
2- ALL EXISTING GROUND MARKERS AND NEW MARKERS SHALL BE PROVIDED AND ADJUSTED TO GRADE WHEN FINING THE SOIL.
3- ALL ENCROACHMENT PERMITS BE REQUIRED PRIOR TO START AND WORK WITHIN IS RIGHT OF WAY



UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 811
TWO WORKING DAYS BEFORE YOU DIG

DATE	BY	MARK	REVISIONS

APPR.	DATE	CITY

APPROVED BY DIRECTOR OF PUBLIC WORKS
CITY OF IMPERIAL, CA

BY: *[Signature]* DATE: *2-2-22*

R.C.E. NO.: _____

ENGINEER OF RECORD
PLANS PREPARED UNDER THE SUPERVISION OF

BY: *[Signature]* DATE: *2-02-2022*

R.C.E. NO.: 55432



LC ENGINEERING CONSULTANTS INC.
22 Centre CA 92543

DATE: 12/02/21 BENCHMARK: SEE SHEET NO. 1

CITY OF IMPERIAL
IMPROVEMENT PLANS
PLAN & PROFILE
LA BRUCHERIE WIDENING PROJECT
FROM ATEN BLVD. TO TRESHILL RD.

SHEET
5 OF
12 SHEETS
JOB NO.
C18033-00

UNDISBURSED SERVICE ALERT CALL YOUR PREST 811 BEFORE YOU DIG 	APPROVED BY DIRECTOR OF PUBLIC WORKS DATE: 12/27/21 BR: [Signature]	ENGINEER OF RECORD PLANS PREPARED UNDER THE SUPERVISION OF DATE: 12/27/21 BR: [Signature]	CITY OF IMPERIAL, CA DATE: 12/27/21 BR: [Signature]	REVISIONS <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>REVISIONS</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	BY	REVISIONS				
	NO.	DATE	BY	REVISIONS								
PROJECT: PARKER BLVD. (12/27/21) DRAWN: PARKER BLVD. (12/27/21) CHECKED: PARKER BLVD. (12/27/21)	S.C.E. NO.: 55433 DATE: 12/27/21 BENCHMARK: SEE SHEET NO. 1	SEAL 	CITY OF IMPERIAL IMPROVEMENT PLANS TRAFFIC SIGNAL DETAILS FROM A NEW BLVD. TO TRINSHALL RD. LA SERRA WARDEN PROJECT 8 OF 12 SHEETS SHEET NO. C18033-00									

APPROVED
 DATE: 12/27/21
 BY: [Signature]

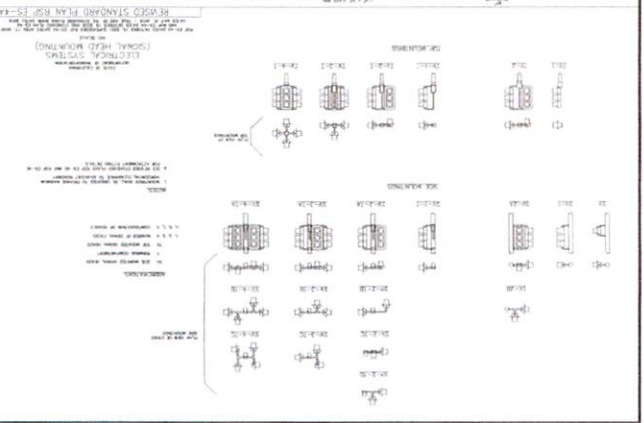
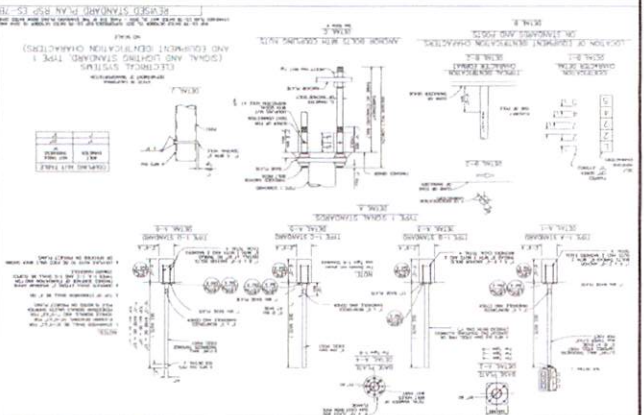
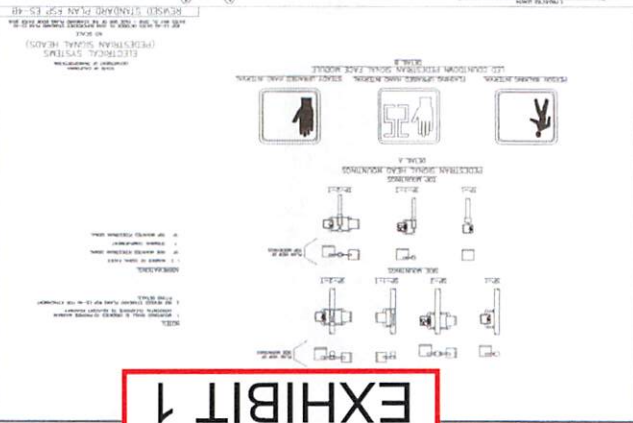
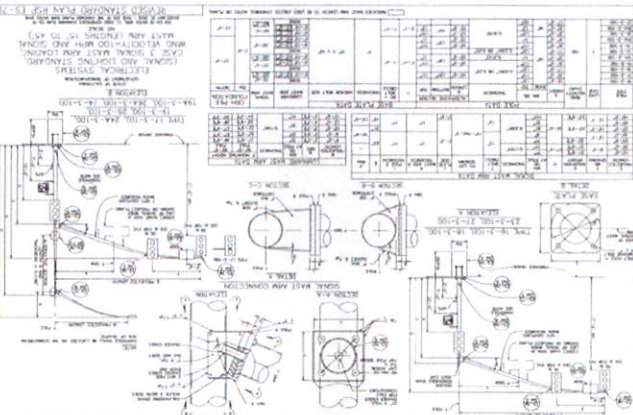
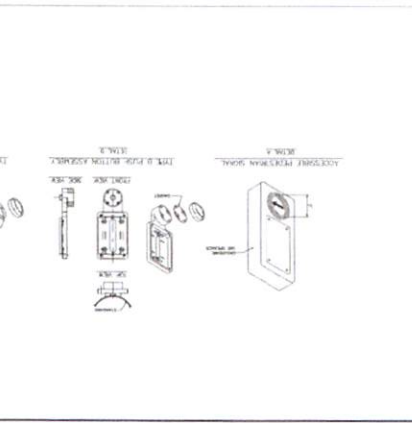
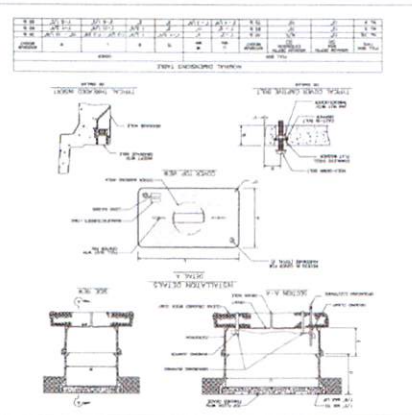
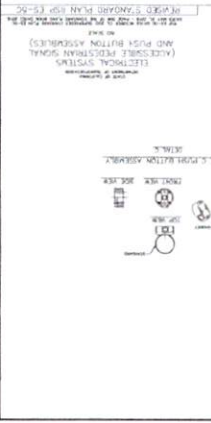
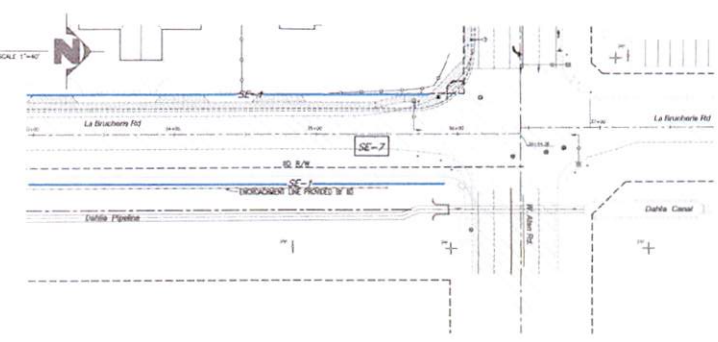


EXHIBIT 1

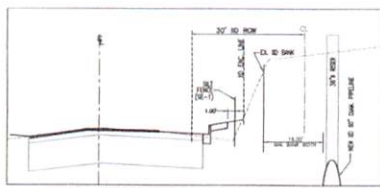
EXHIBIT 1



IID ENCROACHMENT PERMIT WILL BE REQUIRED PRIOR TO START ANY WORK WITHIN IID RIGHT OF WAY

contractor's yard area will use the following bmps per latest revision of csga stormwater bmp handbook:
 SE-1 SILT FENCE
 SE-7 STREET SWEEPING
 TC-1 & TC-2 STABILIZED CONSTRUCTION ENTRANCE/EXIT WITH THE MASH

- LEGEND:**
- SE-1 - SILT FENCE
 - SE-7 SE-7 - STREET SWEEPING AND VACUUMING (ON EXISTING ROADS AND ON NEW STREETS ONCE CONSTRUCTED)
 - TC-1 TC-1 - STABILIZED CONSTRUCTION ENTRANCE/EXIT



APPROVED

CITY OF IMPERIAL

BY: *JL* DATE: 12/02/21

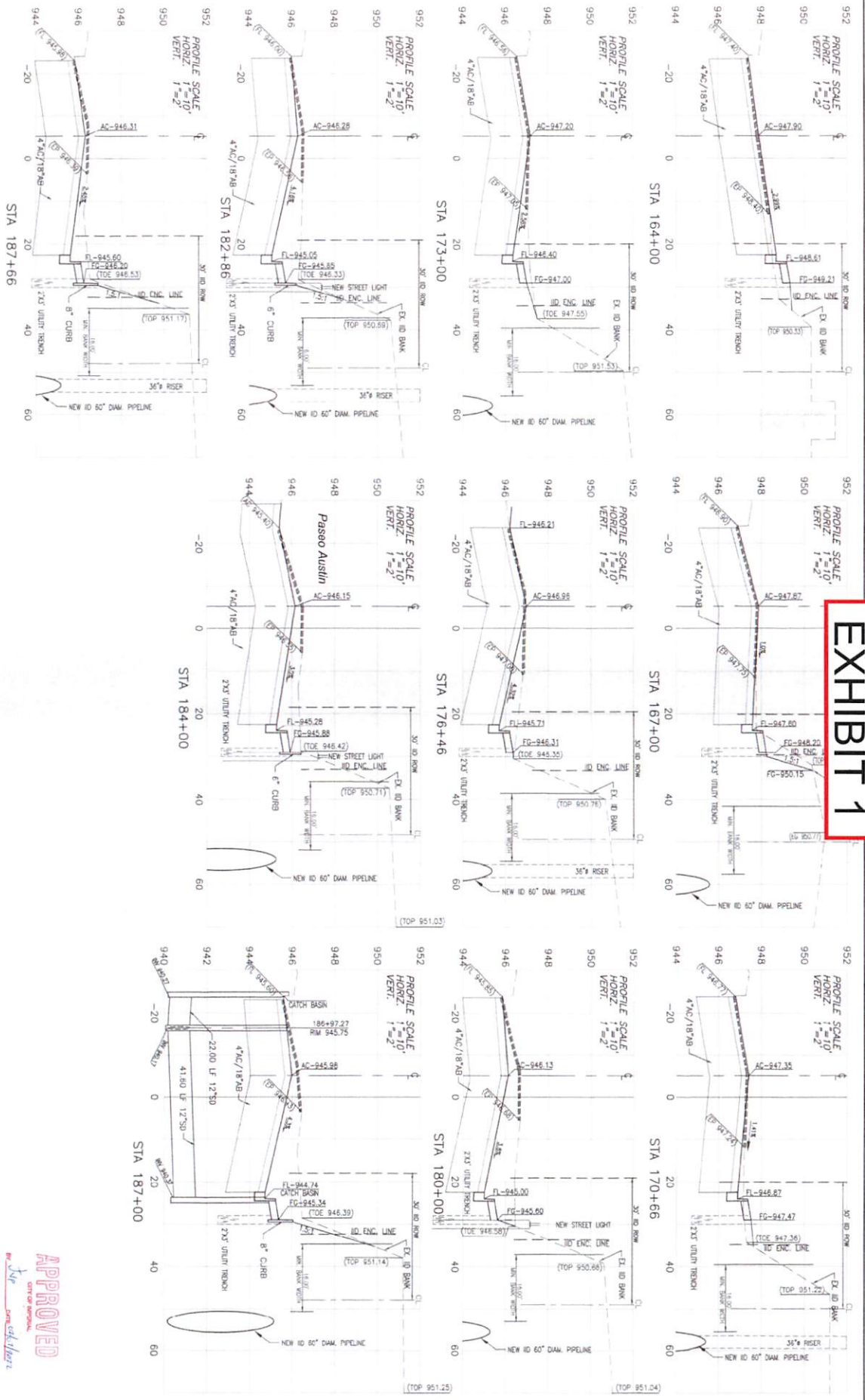
NATURAL FLOW PATH
 PROJECT SURFACE FLOW DIRECTION



<p>UNDERGROUND SERVICE ALERT</p> <p>CALL TOLL FREE: 811</p> <p>TWO WORKING DAYS BEFORE YOU DIG</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: 0.7em;">DATE: 11/22/21</td> <td style="font-size: 0.7em;">BY: [Signature]</td> <td style="font-size: 0.7em;">MARK: [Signature]</td> </tr> <tr> <td style="font-size: 0.7em;">ENGINEER</td> <td style="font-size: 0.7em;">REVISIONS</td> <td style="font-size: 0.7em;">APPROVAL</td> </tr> </table>	DATE: 11/22/21	BY: [Signature]	MARK: [Signature]	ENGINEER	REVISIONS	APPROVAL	<p>APPROVED BY DIRECTOR OF PUBLIC WORKS</p> <p>CITY OF IMPERIAL, CA</p> <p>BY: <i>JL</i> DATE: 12-2-21</p> <p>R.C.E. NO.:</p>	<p>ENGINEER OF RECORD</p> <p>PLANS PREPARED UNDER THE SUPERVISION OF</p> <p>BY: <i>CC</i> DATE: 2-02-2022</p> <p>CARLOS CORRALES</p> <p>R.C.E. NO.: 55432</p>	<p>SEAL</p> <p style="text-align: center;"> </p>	<p>LC ENGINEERING CONSULTANTS INC.</p> <p>1705 DEERFIELD CLOVER LANE - SUITE 100 - CONCORD, CA 94520</p> <p>4045 SHALE STREET CONCORD, CA 94520</p> <p>DATE: 12/02/21 BENCHMARK: SEE SHEET NO. 1</p>	<p>CITY OF IMPERIAL</p> <p>IMPROVEMENT PLANS</p> <p>EROSION CONTROL PLAN</p> <p>LA BRUCHERIE WIDENING PROJECT FROM ATEN BLVD. TO TRESHILL RD.</p> <p>W.O.:</p>	<p>SHEET</p> <p style="text-align: center;">9 of 12 SHEETS</p> <p>JOB NO.:</p> <p style="text-align: center;">C19033-00</p>
DATE: 11/22/21	BY: [Signature]	MARK: [Signature]											
ENGINEER	REVISIONS	APPROVAL											

C:\Users\jcorrales\Documents\CAD\19033-00_City of Imperial - La Brucherie.mxd [Engineering\CAD\19033-00_City of Imperial - 12/02/2022 13:47

EXHIBIT 1

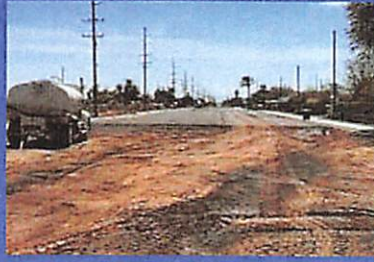


 UNDERGROUND SERVICE ALERT CALL TOLL FREE 811 BEFORE YOU DIG	CONTRACT NO. 19033-00 PROJECT NO. 19033-00 SHEET NO. 12 OF 12 DATE: 2/2/2022	APPROVED BY DIRECTOR OF PUBLIC WORKS CITY OF IMPERIAL, CA DATE: 2/2/2022	SEAL No. 52423 Exp. 12/31/24
	ENGINEER OF RECORD NAME: LA BRACHERA UNDER THE SUPERVISION OF OFFICE: 55423 DATE: 2/2/2022		
	LCI ENGINEERING CONSULTANTS INC. 1415 Palm Street Escondido, CA 92025 TEL: 760/438-1111 FAX: 760/438-1112 BENCHMARK: SEE SHEET NO. 1	CITY OF IMPERIAL IMPROVEMENT PLANS & CROSS-SECTIONS LA BRACHERA UNDER THE SUPERVISION OF PROJECT NO. 19033-00	SHEET 12 OF 12 SHEETS C19033-00

APPROVED

BY: *[Signature]*
 DATE: 2/2/2022

EXHIBIT 3



COPY

PROPOSAL

**Labor Compliance
Consulting Services**

For

City of Imperial

**La Brucherie Widening Project
From Aten Blvd to Treshill Rd**

July 25, 2022

Prepared by: Crystal Ransdell

**Labor Compliance Consultants Of
Southern California LLC
P O Box 2660
El Centro, CA 92244
(760) 996-1961**

Requested by:

**Jesus Villegas
City of Imperial
400 South Imperial Avenue
Imperial, CA 92251**

EXHIBIT 3

I. EXECUTIVE SUMMARY

HISTORY OF FIRM & SUMMARY OF QUALIFICATIONS

Labor Compliance Consultants of Southern California (LCCSC) is a consulting firm offering Labor Standards Compliance Consulting and Contractor Monitoring services to both private and public-sector clients in Southern California and Western Arizona. LCCSC recommends and will perform training in office to all the contractor's labor compliance staff and supervisors. We have a staff of trained and experienced labor compliance monitors and interviewers.

LCCSC has provided labor compliance consulting services to our governmental sector clients in ensuring Federal and State of California Labor Standards Compliance on many of their public works projects. The Staff of LCCSC has attended several training sessions pertaining to the California Department of Industrial Relations prevailing wage requirements for public works projects and has attended two Labor Compliance Program seminar trainings at Fresno State University. Individual training by Ms. Karen Belcher with the Department of Apprenticeship Standards has provided up to date training per the California Labor Code § 1777.5, the apprenticeship requirements, to the LCCSC Staff. Additionally, the LCCSC Staff has attended numerous training sessions provided by the Housing and Urban Development Department for public works projects. The training sessions reviewed compliance with Davis Bacon and Related Acts and Wage Guidelines. LCCSC maintains a bilingual Labor Standards Compliance Staff for onsite worker interviews to assist in facilitating accurate data collection and reporting.

LCCSC has provided Labor Standards Compliance Services for the cities of Westmorland, Brawley, Imperial, Holtville, Calexico and El Centro in addition to the County of Imperial. LCCSC has provided Labor Standards Compliance Services for private clients, including but not limited to Chelsea Investment Corporation, Emmerson Construction, TCI Construction, Trademark Construction, and JMR Construction of Chattanooga Tennessee. LCCSC has provided Labor Standards Compliance Services for several types of infrastructure related projects including but not limited to building construction, water, sewer and storm infrastructure improvements, roadway improvements and various others construction related projects.

LCCSC has performed the monitoring activities of the 3rd Party Labor Compliance Program operations for the Calexico Unified School District has performed as Labor Compliance Monitor for the City of Brawley's LCP for the park project funded through proposition 84 bonds. LCCSC has performed the Labor Compliance Monitoring for the City of El Centro's LCP for the Skate Park project also funded through proposition 84 bonds. A list of labor standards compliance projects is included herein.

EXHIBIT 3

PRIMARY CONTACT

Ms. Crystal Ransdell
Senior Labor Standards Compliance Officer
P.O. Box 2660
El Centro, CA 92244
(760) 791-6914
cransdell@lccsc.net

ORGANIZATIONAL CHART

Ms. Crystal Ransdell, CFO
Senior Labor Compliance Officer
CPR / DIR / DBRA Specialist
Section 3 Specialist

Ms. Jennifer Dupont, Office Manager
Senior Labor Compliance Officer
CPR / DIR / DBRA Specialist
Section 3 Specialist

PROJECT TEAM HIGHLIGHTS:

LCCSC is a professional services firm well-seasoned in Labor Standards Compliance. LCCSC's labor compliance staff has worked on various construction projects in the Imperial County. Therefore, LCCSC would be highly sensitive to the needs of our clients herein Southern California and Western Arizona.

LCCSC IS DBE CERTIFIED AND SWBE CERTIFIED FIRM ID 44834

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

To provide employment and advancement opportunities to all individuals, employment decisions at Labor Compliance Consultants of Southern California are based on merit, qualifications, and abilities. Except where required or permitted by law, employment practices are not influenced or affected by an

applicant's or employee's race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

II. PROJECT APPROACH & SCOPE OF WORK

LCCSC shall be responsible for assisting City of Imperial with activities needed to ensure that workers employed by the Prime Contractor and any subcontractors are hired and paid in compliance with all

EXHIBIT 3

applicable State and Federal Laws. Mrs. Ransdell shall serve as the contact person for all issues related to labor standards compliance pertaining to this project.

The project consists of the Labor Compliance Monitoring for

La Brucherie Widening Project From Aten Blvd to Treshill Rd approximately 90 calendar days under construction with an estimated cost of \$2,055,598.80

Many different subcontractors and worker classifications will be present at the site which may require a substantial amount of Labor Standards Compliance oversight. It is critical that the labor compliance officers be involved at the commencement of the project to ensure timely compliance with the various aspects of labor standards compliance laws. Mrs. Ransdell shall prepare the current wage decisions and review the construction contract to ensure the required contract verbiage is included in the prime contractor's contract with his subcontractors.

The estimated construction time is ninety (90) calendar days from the date on the notice to proceed. The labor standards activities are expected to extend for a total of six (6) months. One (1) month prior to construction activities, three (3) months of construction activities and two (2) months following completion of the construction to obtain the final documentation from all contractors and subcontractors.

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Labor Standards Compliance Services will include the following:

A. Wage Decisions Monitoring

LCCSC shall obtain the applicable Federal Wage Decisions from the awarding agency as required and monitor any modification and applicable changes to the various worker classifications applicable to this project. LCCSC shall notify City of Imperial of any modifications made to worker wage decisions.

B. Contractor Eligibility, Certifications and Pre-Construction Conference

LCCSC will perform the following duties:

1. LCCSC shall research all bidding General Contractors to ensure they are not debarred. Following the bid openings and the project award, LCCSC shall verify the General Contractor and sub-contractor's eligibility through the Federal debarment lists.
2. LCCSC shall attend the Pre-Construction Conference and provide a labor standards compliance handout of the Department of Labor information pertaining to public works projects. LCCSC shall be made available for further consultation by telephone or email and labor standards compliance training as requested. LCCSC recommends that a pre-construction training session concerning labor standards provision, administration, and enforcement be conducted.
3. LCCSC shall make available to the contractors and sub-contractors the required forms, documentation and contract language requirements.

C. Monitoring of Certified Payroll Reports, On Site Employee Interviews, and Progress Payment Review Assistance.

1. **Payroll Reviews:** LCCSC shall review certified payroll reports and ensure compliance with federal regulations. Submitted payrolls shall be reviewed promptly for compliance with applicable labor standards. LCCSC will review fringe benefits, deductions, and computations verifying that all required information is provided. Comments and correction notices pertaining to the submitted subcontractor documentation shall be forwarded to City of Imperial and the Prime Contractor promptly.

EXHIBIT 3

2. **Review of Employee Reviews:** LCCSC will be responsible for conducting on-site interviews with various employees of the contractor/sub-contractors to include at least ten percent (10%) of the workers in all job classifications to be compared against applicable payrolls for compliance with wage decisions.
3. **Request for Information:** LCCSC shall inform **City of Imperial** in writing, immediately upon receipt of a Request for Information (RFI) from an individual or individuals requesting copies of any forms or documents. LCCSC shall respond accordingly to all RFI's received on behalf of **City of Imperial**, the Prime Contractor, and all subcontractors.
4. **Progress Payment Review Assistance:** LCCSC shall assist **City of Imperial** and Prime Contractor to ensure compliance with labor standards. Once each month LCCSC will perform a complete review of all labor compliance files and will prepare an End of the Month Report (EOM) and forward to **City of Imperial** and Prime Contractor informing of the status of the labor compliance files. When contractors are delinquent or tardy in providing labor compliance documentation, it will be noted and LCCSC will inform **City of Imperial** department so they may withhold progress payment as needed.

D. Correction of Violations

In the event that non-compliance of labor standards results in underpayment to employees, LCCSC will take immediate action limited to the following:

1. **Notification:** LCCSC shall immediately notify **City of Imperial** and the prime contractor of wage adjustments and requirements and shall notify the contractor in violation to immediately provide restitution and revisions to the certified payroll reports.
2. **Withhold Funds:** LCCSC shall recommend, if applicable, that **City of Imperial** and the Prime Contractor withhold sufficient funds from the subcontractor to provide restitution to under paid workers or to effectuate compliance and shall obtain full compliance from the subcontractor for any noncompliance issue.

E. Labor Compliance Files

1. LCCSC shall protect and maintain the labor compliance files in a locked secure cabinet for the duration of the project.

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2. Upon completion of all construction activities and the labor compliance auditing requirements, LCCSC will provide to **City of Imperial** all original and additional copies of the Labor Standards Compliance documentation including but not limited to the certified payroll reports, fringe benefits statements, contracts, daily sign in sheets, contractor's license documentation, etc. **City of Imperial** shall keep and store for 5 years as required by law.
3. LCCSC shall make the labor standards compliance files available for inspection and review upon request by **City of Imperial** or to any State or Federal agency that has jurisdiction over this public works project and after construction activities have ceased. Upon request, LCCSC shall assist with any audit or review.

F. Reports

1. LCCSC shall prepare and submit all monthly, semi-annual and final reports, so that the **City of Imperial** has sufficient time for review prior to submitting them to the State of California Department of Housing and Community Development.

FEE SCHEDULE FOR SERVICES

Our 2022 Fee Schedule for Labor Standards Compliance Services is included in this Proposal. Our Fee Schedule shall be updated each calendar year. The updated Hourly Rate Structure for Labor Standards Compliance Services shall be subject to review and approval by **City of Imperial** prior to implementation on this project.

VI. FEE SCHEDULE

I. SCHEDULE AND COMPENSATION

LCCSC shall provide Labor Compliance Services as outlined in within the contents of this proposal. In the event completion of the project extends beyond the six (6) months, additional services will be billed at the hourly rate per the schedule attached.

II. PROPOSED ESTIMATED COSTS

Understanding that the estimated start of construction is approximately August 2022 and the construction is scheduled for ninety (90) calendar days. There are preliminary services before the start of construction and post completion services. LCCSC shall provide **City of Imperial** with the Labor Standards Compliance Services requirements with a not to exceed amount of \$6,000

EXHIBIT 3

LCCSC's services shall be invoiced in six (6) monthly installments of \$1000.00 the end of each month beginning with the notice to proceed.

Additional fees may be required in that event that delays are caused by a contractor or subcontractor's noncompliance with labor standards and wage rate decisions. Incidental fees i.e.: Mileage, copies, postage, etc. shall be invoiced in addition to the hourly rate compensation.

Not to Exceed Costs: \$6,000.00

HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE FOR ADDITIONAL SERVICES

Effective January 1, 2022 through December 31, 2022

Labor Standards Services	
Senior Labor Compliance Officer	\$90.00/hour
Bilingual Interviewer	\$75.00/hour

Prepared by:

Crystal Ransdell

July 25, 2022

Crystal A. Ransdell
Labor Compliance Consultants of Southern California
P.O. Box 2660
El Centro, CA 92244

EXHIBIT 3

Crystal Ransdell

P.O. Box 2660
El Centro, CA 92244
cransdell@lccsc.net

- | | |
|---------------------------------|--|
| Objective | Provide labor compliance consulting and contractor monitoring service to clients of LCCSC for various Public Works projects. |
| Skills | <ul style="list-style-type: none">• Over 9 years of HUD/CDBG and Section 3 Implementation/monitoring experience• Over 9 years of prevailing wage monitoring experience in the Construction Industry• Knowledge of Davis Bacon and Related Acts and Wage Guidelines• Knowledge of Department of Industrial Relations prevailing wage requirements• Skilled in LCP Tracker application• Excellent language and communication skills |
| Education & Training | <ul style="list-style-type: none">• March 2, 2021 - Completion of Labor Compliance for Public Works refresher course training by Association of General Contractors (AGC)• September 25, 2019 – Completion of Department of Industrial Relations Awarding Agencies and Contractor Compliance by the Center for Contract Compliance and DIR• August 15, 2019 – Completion of Prevailing Wage Seminar by the Department of Labor• June 11, 2019 – Completion of Davis Bacon and Related Acts certified payroll reporting training by the Department of Labor• May 1, 2019 - Completion of Labor Compliance for Public Works refresher course training by Cal Trans• February 8, 2018 - Completion of Prevailing Wage, Certified payroll & Labor Compliance Training by Associated Builders and Contractors, Inc.• February 9, 2018 - Completion of New Laws Affecting Contractors Changes for 2018 Training by Associated Builders and Contractors, Inc.• May 18, 2016 - Completion of Prevailing Wage, Certified payroll & Labor Compliance Training by Associated General Contractors of America San Diego Chapter, Inc.• September 18, 2015 - Completion of Prevailing Wage, Certified payroll & Labor Compliance Training by Associated General Contractors of America San Diego Chapter, Inc.• July 15, 2015 - Completion of course in New Public Works Contractor Registration Law [SB 854]• January 13, 2015 – Completion of Section 3 Training by the San Diego Housing Commission• August 15, 2012 – Completion of Course in Davis Bacon and Related Acts/Department of Industrial Relations Prevailing Wage Requirements for Public Works Project |

EXHIBIT 3

Experience

Senior Labor Compliance Consultant, LCCSC

- Provided Prevailing Wage Monitoring for seven large construction projects that totaled over \$90,000,000 in subcontract activity
- Prevailing Wage Monitor responsibilities included: reviewing certified payroll reports and ensuring proper payment of wages, tracking use of apprentices, ensuring payment of apprenticeship contributions, and Section 3 new hire compliance
- Provided prevailing wage training to contractors and awarding agencies

EXHIBIT 3

PROFESSIONAL REFERENCES

Antonio Alvarez Nicklaus Engineering 804 State Street El Centro, CA 92243 (760) 425-0841	City of El Centro Community Development Ms. Stacy Mendoza 1249 Main Street El Centro, CA 92243 (760) 335-3538
Abraham Campos City of El Centro 1275 W. Main Street El Centro, CA 92243 (760) 337-9031	Cesia Bautista Imperial County Public Works Department 155 S. 11 th Street El Centro, CA 92243 (442) 265-1857
Carlos Beltran Dynamic Consulting Engineers, Inc 2415 Imperial Business Park Dr., Ste B Imperial, CA 92251	The Holt Group, Inc. Mr. Jack Holt, P.E. CFO 1601 N. Imperial Avenue El Centro, CA 92243 (760) 337-3883
Mauricio Lam LC Engineering Consultants, Inc 1065 State Street El Centro, CA 92243	City of Imperial Mr. Jesus Villegas, Project Manager 420 South Imperial Avenue Imperial, CA 92251

ATTACHMENT C

PROFESSIONAL SERVICE AGREEMENT FOR NON-CONSTRUCTION PROJECT “LABOR COMPLIANCE SERVICES”

This PROFESSIONAL SERVICE AGREEMENT (“PSA”) FOR NON-CONSTRUCTION PROJECT (“AGREEMENT”), is made and effective as of August 29, 2022, between the (“AGENCY”) CITY OF IMPERIAL, a municipal corporation and “Labor Compliance Consultants of Southern California, LLC”, a limited liability company (“CONSULTANT”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on August 29, 2022 and shall remain and continue in effect until tasks described herein are completed, but in no event later than November 27, 2022 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 [Insert title] shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. Agency’s 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 5 hereof.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed six thousand dollars (\$6,000.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. 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 not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed ten-thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the Governing Board.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. 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 forty-five (45) 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 ten (10) 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 5.

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/her 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 ten (10) 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. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of AGENCY or its designees at reasonable times to such books and records; shall give AGENCY the right to examine and audit said books and records; shall permit AGENCY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and

activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- 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 Exhibit C 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 Local, 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 sub-agreement, 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.

Note: The following paragraph is only to be used when the AGENCY will be taking in a fee or deposit from an applicant and use that fund to retain the CONSULTANT to prepare an EIR, Specific Plan, or some other specific document or where the AGENCY is funding a similar development-type study.

- C. CONSULTANT covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed by them as an officer, employee, agent, or sub-consultant. CONSULTANT further covenants that CONSULTANT has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the AGENCY or the study area and further covenants and agrees that CONSULTANT and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the AGENCY or the study area prior to the completion of the work under this AGREEMENT.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To AGENCY:	CITY OF IMPERIAL 420 South Imperial Avenue Imperial, CA 92251 Attention: City Manager's Office
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To CONSULTANT:

Labor Compliance Consultants
of Southern California, LLC
PO Box 2660
El Centro, CA 92244
Attention: Crystal Ransdell, CFO

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. [Insert name] may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of [Insert name] from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include an indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

XIX. GOVERNING LAW

The AGENCY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any

litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the AGENCY which is in Imperial County.

XX. ENTIRE AGREEMENT

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. WORK SCHEDULED/TIME OF COMPLETION

AGENCY and CONSULTANT agree that time is of the essence in this AGREEMENT. AGENCY and CONSULTANT further agree that CONSULTANT's failure to perform on or at the times set forth in this AGREEMENT will damage and injure AGENCY, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, AGENCY and CONSULTANT agree that any failure to perform by CONSULTANT at or within the times set forth herein shall result in liquidated damages of [Insert amount] dollars (\$__.00) per day for each and every day such performance is late or delayed. AGENCY and CONSULTANT agree that such sum is reasonable and fair. Furthermore, AGENCY and CONSULTANT agree that this AGREEMENT is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

XXII. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of AGENCY's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONSULTANT, Exhibit "E" 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.

XXIII. 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.

CONSULTANT

"Labor Compliance Consultants of Southern California, LLC"

By: _____
(Signature)

(Typed Name)

(Title)

CITY OF IMPERIAL
A Municipal Corporation

Dennis H. Morita, City Manager

ATTEST:

Dennis H. Morita, City Clerk

APPROVED AS TO FORM:

Katherine Turner, City Attorney

By: _____

Attachments:

- Exhibit A Scope of Services**
- Exhibit B Payment**
- Exhibit C Insurance Requirements**
- Exhibit D Economic Sanction**

EXHIBIT A

SCOPE OF SERVICES

The individual or firm will perform these services under the supervision and direction of the Public Services Director. The CITY wishes to contract with an individual or firm for the duration of the Airport Loop Waterline Improvements.

3.1 The Consultant shall be responsible for assisting the CITY with activities needed to ensure that workers employed by the CITY's contractors and their subcontractors are hired and paid in compliance with all applicable labor standards.

3.2 The Consultant shall serve as the primary contact person for the CITY's contractors and their subcontractors for issues related to labor compliance standards. The Consultant shall attend pre-construction meetings to provide contractors and their subcontractors with informational materials and requirements regarding labor compliance standards and to review the labor compliance standards applicable to each project.

3.3 The Consultant shall immediately inform the CITY of any changes or developments regarding issues of federal or California compliance.

3.4 Prior to each bid advertisement, the Consultant shall obtain the most current and applicable wage decisions information and provide this in a timely manner to all prospective contractors and subcontractors. Thereafter, the Consultant shall immediately inform the contractors and their subcontractors of any changes or developments regarding issues of labor compliance, relevant to their contract performance for the City of Imperial.

3.5 Prior to commencement of contractors' or subcontractors' work, the Consultant shall provide verification that their licenses are current and active with the California State Contractor's License Board and they are not on a federal debarment list.

3.6 The Consultant shall provide the CITY and its contractors and their subcontractors with all required labor compliance standards contract language for inclusion in all applicable contracts to be executed by the CITY and its contractors.

3.7 The consultant must conduct all interviews at the work site. Interviews may occur at random, without providing previous notification to their contractor and subcontractor.

3.8 The Consultant shall respond promptly to all Requests for Information by the CITY and its contractors and their subcontractors for information pertaining to Federal and California labor compliance standards.

3.9 The Consultant shall immediately inform the CITY whenever a contractor or subcontractor is found to be out of compliance with applicable labor standards.

3.10 The Consultant shall assist the CITY with contractors' applications for progress payments.

3.11 The Consultant shall promptly review the Certified Payroll Reports (CPRs) as received and notify the prime contractor of any deficiencies in wages, overtime compensation, incomplete or inaccurate CPRs, and/or incomplete or inaccurate Statements of Compliance.

3.12 The Consultant shall maintain all original documentation in an organized, manageable and current status and make it available to the CITY for review at any time.

3.13 The Consultant shall prepare and submit in a timely manner, all monthly, semiannual and final reports, so that the CITY has sufficient time for review prior to submitting them to the State of California.

3.14 At the conclusion of a project, the Consultant shall provide to the CITY, all CPRs and all other documentation and correspondence related to the project.

3.15 If requested, the Consultant shall participate in Labor Compliance Monitoring conducted by the State of California, at a time and place specified by the CITY and the State of California.

EXHIBIT B

PAYMENT

EXHIBIT C

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.

Note: Verify minimum limit for each coverage with Risk Manager.

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.

Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.

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.

Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.

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.

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.

Agency's right to revise specifications. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the AGENCY and CONSULTANT may renegotiate CONSULTANT's compensation.

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.

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.

EXHIBIT D

**VERIFICATION OF COMPLIANCE WITH ECONOMIC SANCTIONS
IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE**

Per California Executive Order N-6-22, the City of Imperial is required to assure that all contractors doing business with the City of Imperial are in compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any. Please execute this document to verify current compliance of contractor with Executive Order N-6-22 and to ensure that this project will be in compliance with Executive Order N-6-22.

NOTICE: Having conducted a good faith review, I attest that the contractor submitting this Request for Proposal is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any. Further, I attest that I am aware of Executive Order N-6-22 and agree monitor the project to ensure the project remains in compliance with Executive Order N-6-22.

[INSERT SIGNATURE HERE]

Note that responses may be subject to disclosure under the California Public Records Act. Accordingly, it is within the discretion of the respondent to determine what information to provide. Additionally, please do not include any confidential information or disclosures that could pose security risks.

///END OF RFP