

**REQUEST FOR PROPOSALS (RFP)**  
**FOR**  
**CROSS-CONNECTION CONTROL PROGRAM**  
**COORDINATOR**  
**RFP 2025-20**



**City of Imperial**  
*Public Services Department*  
420 S. Imperial Ave  
Imperial, CA 92251  
(760) 355-2155 | [Cityofimperial.org](http://Cityofimperial.org)

**KEY RFP DATES (Subject to Change):**

Issue Date: December 3, 2025

Deadline for Questions: December 10, 2025, at 4:00 p.m

Proposal Due Date: December 22, 2025, at 4:00 p.m.

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



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### **EXHIBITS**

A – PROPOSAL/ADDENDA ACKNOWLEDGEMENT FORM

B – SAMPLE PROFESSIONAL SERVICES AGREEMENT

C – INSURANCE REQUIREMENTS



## **I. INTRODUCTION**

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

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

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

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

## **II. PURPOSE AND BACKGROUND**

The City of Imperial (“City”) is requesting proposals from qualified and experienced consultants to provide Cross-Connection Control Program Coordinator services.

The Cross-Connection Control Policy Handbook (CCCPH) took effect July 1, 2024. All public water systems in California are required to have a certified Cross-Connection Control Specialist coordinate their cross-connection control program. The requirement is part of the updated CCCPH, which mandates that all public water systems must have a cross-connection control specialist as a part of their team to ensure compliance with the new standards and regulations.

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

The successful Consultant(s) will be required to enter into an agreement with the city, which will include the requirements of this RFP, as well as other requirements to be specified at a later date. The anticipated duration of the agreement will be for three (3) years. By submitting a proposal, the Consultant agrees to all of the terms of this RFP.

Compensation for the on-call, agreements shall be handled through task orders and will be financed through project specific sources. Note, there is no expectation or guarantee of a total contract amount.

The contract will be regulated according to the provisions of all federal, state and local laws and ordinances that are applicable. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1774. All Service Providers and sub-consultant(s) shall pay all workers not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to Sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available on the Internet at: <http://www.dir.ca.gov>. All Service Providers and sub-consultant(s) shall comply with the registration and qualification requirements pursuant to Sections 1725.5 and 1771.1 of the California Labor Code.



### III. PROJECT POSTING AND SCHEDULING

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

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

#### PROPOSED SCHEDULE OF EVENTS

EVENT	DATE
Issue Request for Proposal	December 3, 2025
Last Day for Request(s) for Clarification <i>must be submitted in writing</i>	December 10, 2025, 4:00 p.m. PST
Proposal Due	December 22, 2025, 4:00 p.m. PST
Consultant Selection	January 2026
City Awards Contract(s)	January 2026

### IV. SCOPE OF SERVICES

The consultant will be certified in the State of California, in good standing, as a certified Cross-Connection Control Specialist.

Project tasks shall include, but are not necessarily limited to, those items noted below. **If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant’s proposal.**

1. Oversee all aspects of the CCCP to ensure regulatory compliance
2. Manage documentation, testing records, and inventory tracking
3. Coordinate with certified testers, property owners, and contractors
4. Respond to contamination emergencies
5. Serve as the primary CCCP contact for staff and agencies
6. All services shall be performed in accordance with applicable local, State, Federal, and City regulations and ordinances.

### V. RESPONSIBILITIES OF THE CITY

1. The city will provide staff to complete the day-to-day tasks. Staff will fulfill the program's labor requirements.
2. The City will pay an agreed-upon amount, normally within 30 days after receipt of an invoice.



3. The City will not provide dedicated workplace facilities, but upon request will provide a conference room for meetings with the Department, consultant, and other appropriate agencies.
4. The City reserves the right to perform any portion of the scope of work by City personnel or other consultants should the City determine it would be in the best interest of the City to do so.

## **VI. SUBMISSION REQUIREMENTS**

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

**The proposal must be submitted by email, containing the following elements:**

- Proposers must email a PDF copy of their proposal on or before the due date and time for review at: [jguerrero@imperial.ca.gov](mailto:jguerrero@imperial.ca.gov)
- Include resumes for proposed personnel and their certifications/licenses
- Proposals should be as concise as possible and specific to this project.

## **WRITTEN PROPOSAL**

The Proposal shall consist of the following sections:

1. Include **EXHIBIT A**, fully executed.
  2. Key personnel. List qualifications of personnel with resumes and a breakdown of responsibilities. The Firm's project manager, who will be responsible for planning, coordinating, and conducting the majority of the work, must be identified and committed to the project. The City must approve changes to key personnel committed to work on the project, subsequent to the award of the contract. Resumes must be submitted for key personnel who will be assigned to this project.
  3. A narrative briefly describing the proposed approach using general descriptions for the activities.
  4. A list of proposed sub-consultants, sub-contractors, suppliers, and manufacturers, including their qualifications pertinent to this project.
  5. A Fee Schedule of the Consultant's Hourly / Standard Rates (*inclusive of reimbursement costs for mileage, printing, telephone, photographs, postage, and delivery*) The Consultant shall provide a "Payment Schedule" indicating the not-to-exceed monthly fee, to include **up to 16 hours** of onsite support and **up to 10 hours** of remote assistance. Include hourly rates for additional as-needed onsite hours (if requested by the city in writing).
  6. Evidence of compliance with City insurance requirements (*Certificate of Insurance*)
  7. Exceptions and Deviations. Contractor shall state any exceptions or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where the Consultant wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these shall be thoroughly explained. If no contractual exceptions are noted, Consultant will be deemed to have no objection to the contract requirements as set forth in **EXHIBIT B**, "Sample Professional Services Agreement."
  8. Acknowledgement of receipt of all addenda, if any.
-



## **VII. SELECTION CRITERIA**

Submitted proposals will be evaluated based on the following factors, but may not be limited to just these factors:

<b>Criteria</b>	<b>Approximate Weight</b>
<b>Staffing Capabilities / Technical Competence.</b> Candidates shall possess the necessary knowledge and available resources to perform the requested services, as well as an understanding of the relevant practices, applicable laws, and state permits, codes, and standards governing cross-control and coordination.	20%
<b>Approach to Work.</b> Methodology to be implemented to address and coordinate the various elements within the program.	30%
<b>Past Performance Record.</b> Experience in providing services of similar complexity and scale for agencies within Southern California. Efficiency and timeliness in completion of program requirements.	35%
<b>Cost.</b> Reasonableness of the firm's fixed price and or hourly rates, and competitiveness of quoted firm-fixed prices with other proposals received.	10%
<b>Exceptions and deviations from the City's standard Professional Services Agreement</b>	5%

## **VII. SELECTION PROCESS**

Per California law, the procurement of Professional Services must be selected on the basis of qualifications, or Qualifications Based Selection (QBS) in accordance with Public Law 92-582. The procurement of Professional Services can be one-time or multi-year. Professional services contracts have provisions for specific terms, compensation amounts, and scopes of services.

Each RFP will be reviewed to determine if it meets the submission requirements outlined in this RFP. Failure to meet the requirements outlined in the RFP may result in the rejection of the proposal. The city may reject any proposal if it is conditional, incomplete, or contains irregularities. The City may waive an immaterial deviation in a proposal; however, this shall not modify the proposal document or excuse the Consultant from compliance with the contract requirements if the Consultant is awarded the contract.

The successful Consultants to whom work is awarded shall, within ten (10) days after being notified, enter into a contract with the City for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract. Failure of the successful bidder to execute the contract within the ten (10)-day window shall be just cause for the City to contract with the next responsible Consultant. A pre-proposal conference has not been scheduled for this project.



## **IX. SUBMISSION DEADLINE**

In order to be considered, the Consultant must email a PDF Proposal to the following:

Attention: Jenell Guerrero  
[jguerrero@imperial.ca.gov](mailto:jguerrero@imperial.ca.gov)

**The email subject shall read:**

**“PROPOSAL FOR CROSS-CONNECTION CONTROL PROGRAM COORDINATOR”**

The proposal must be received at the email listed above no later than the date and time listed on the cover.

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

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

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

## **X. REQUEST FOR ADDITIONAL INFORMATION**

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

Jenell Guerrero, MPA  
Public Services Manager  
Tel: (760) 355-1153  
Email: [jguerrero@imperial.ca.gov](mailto:jguerrero@imperial.ca.gov)

All questions and/or inquiries shall be submitted by **December 10, 2025**

Consultants are responsible for verifying receipt of any addenda that have been issued.

## **XI. PAYMENT TO CONSULTANT**

Compensation for the Cross-Connection Control Program Coordination agreements will be financed through local enterprise sources. Please note that there is no expectation or guarantee of a total contract amount.

The Consultant shall provide a “Payment Schedule” indicating the not-to-exceed monthly fee, to include **up to 16 hours** of onsite support and **up to 10 hours** of remote assistance. Include hourly rates for additional as-needed onsite hours (if requested by the city in writing).



Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

The city will pay the Consultant for work based on actual hours worked as identified in the Payment Schedule. The consultant will invoice the city on a monthly basis, based on actual hours spent, both on-site and remote.

Reimbursement costs, such as mileage, printing, telephone, photographs, postage, and delivery, are to be included in the hourly rate, and no additional payment will be made for these expenses.

Payment will be based on an hourly rate for work completed associated with each applicable task as identified.

## **XII. TERMINATION FOR CONVENIENCE OF THE CITY**

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

## **XIII. INDEPENDENT CONTRACTOR**

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

## **XIV. GENERAL CONDITIONS**

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

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

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to



reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s). Any contract awarded for these Contractor engagements will be made to the Contractor who, in the opinion of the City, is best qualified

#### **XV. PREVAILING WAGES**

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

#### **XVI. CLOSING ITEMS**

Clarification desired by a respondent relating to the definition or interpretation shall be requested in writing with sufficient time to allow for a response and prior to the RFP due date. All requests for information must be submitted by the close of business on **December 10, 2025**. Oral explanation or instructions shall not be considered binding on behalf of the City.

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

The City will not consider proposals received after the specified date and time. An amendment is considered a new proposal and will not be accepted after the specified date and time. Any contract resulting from this RFP will be financed with funds available to the City through project-specific sources. This RFP does not commit the City of Imperial to award a contract or pay any costs associated with the preparation of a proposal. The City reserves the right to cancel, in part or in its entirety, this solicitation should this be in the best interest of the City.

Questions concerning this RFP are to be directed to Jenell Guerrero, Public Services Manager, with the City of Imperial, (760) 355-1153, or via electronic mail to [jguerrero@imperial.ca.gov](mailto:jguerrero@imperial.ca.gov)



**EXHIBIT A**

**PROPOSAL/ADDENDA ACKNOWLEDGEMENT FORM**

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

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

\_\_\_\_\_  
Original Signature by Authorized  
Officer/Agent

\_\_\_\_\_  
Vendor's Tax ID Number (FEIN)

\_\_\_\_\_  
Type/Print Name of Signatory

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Consultant Mailing Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Website Address

\_\_\_\_\_  
E-mail Address

Form of Business (mark one of the following):

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

If a corporation, the State where it is incorporated: \_\_\_\_\_



**EXHIBIT B**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

## PROFESSIONAL SERVICE AGREEMENT

This professional service agreement ("Agreement"), is made and effective as of [Date], between the [Name] ("Agency"), a municipal corporation, and [Name] ("Consultant"), a [sole proprietorship, partnership, limited liability partnership, corporation]. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### I. TERM

This Agreement shall commence on [Date] and shall remain and continue in effect until tasks described herein are completed, but in no event later than [Date] 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 their 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 REPRESENTATIVE

Agency's [Title] shall represent Agency in all matters pertaining to the administration of this Agreement, review and approve 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 [Title] 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. 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

[Amount] dollars (\$\_\_.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 [Title]. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency [Title] and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.
- C. Consultant shall 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. TERMINATION OF AGREEMENT**

- A. Except as otherwise provided herein below, either party may terminate this Agreement, or any portion hereof, by serving written notice of termination upon the other party at least ten (10) days prior to the date of termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Agency terminates a portion of this Agreement, such 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, less any disputed amounts. Upon termination of the Agreement pursuant to this section, the Consultant will submit an invoice to the Agency as provided herein above.

## **VII. DEFAULT**

- A. Either party's failure to comply with the provisions of this Agreement shall constitute a default. In the event that either party is in default for cause under the terms of this Agreement, the affected party shall promptly notify the deficient party of such default and following such notice shall have no obligation or duty to continue compensating or providing any work after the date of default and can terminate this Agreement immediately by written notice to the other party. If such failure hereunder arises out of causes beyond either party's control, and without fault or negligence, it shall not be considered a default.

- B. If the Agency [Title] determines the Consultant is in default in the performance of any of the terms or conditions of this Agreement, Agency shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service of default notice to cure the default as directed by the Agency in the notice of default. In the event the Consultant fails to cure its default within such period of time, 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 Agency 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 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. Indemnification**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, employees, agents, and/or

volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorney'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 or willful misconduct.

## **B. Duty to defend**

In the event the Indemnified Parties, individually or collectively, 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 Indemnified Parties 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 provision. In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole or active negligence or willful misconduct 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 Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. 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 herewith and incorporated herein by this reference as though set forth in full.

## **XI. INDEPENDENT CONTRACTOR**

A. Consultant is and shall at all times remain as to the Agency a wholly 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 and/or its employees for performing services hereunder for Agency. Agency shall not be liable for compensation or indemnification to Consultant for injury or sickness to its employee(s) 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 AGENCY EMPLOYEES**

During their tenure and for one year thereafter, 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 services under this Agreement 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 services 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 [Title] or unless requested by the Agency, 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 thereunder 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 (e.g., Federal Express), which provides a receipt showing date and time of delivery; or (iii) 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 S IMPERIAL AVE  
IMPERIAL, CA 92243  
Attention: Jenell Guerrero, MPA  
Public Services Manager

To CONSULTANT: [NAME]

\_\_\_\_\_  
\_\_\_\_\_  
Attention: [NAME]

## **XVII. ASSIGNMENT**

- A. 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. Due to the personal nature of the services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.
- B. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide Agency with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision identical to the one provided herein identifying Agency as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from Agency for such insurance.
- C. [Consultant Name] may use assistants, under their direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of [Consultant Name] from Consultant's employ. Should [Consultant Name] 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.

## **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. SEVERABILITY**

Any part, provision, or representation of this Agreement or any of its exhibits, including, but not limited to [Exhibit C], which is held to be invalid, void or unenforceable by a court of competent jurisdiction, shall be limited to that part, provision or representation and all other parts, provisions, or representations herein shall remain in full force and effect.

**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 Proposal and this Agreement shall take precedence over those contained in the Consultant's proposal. 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 they have the authority to execute this Agreement on behalf of the Consultant and have 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: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

Attachment A

CITY OF IMPERIAL  
A Municipal Corporation

\_\_\_\_\_  
Dennis H. Morita, City Manager

ATTEST:

\_\_\_\_\_  
Kristina Shields, City Clerk

APPROVED AS TO FORM:  
Katherine Turner, City Attorney

By: \_\_\_\_\_

Attachments:	Exhibit A	Tasks to Be Performed
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal
	Exhibit E	Consultant's Proposal



## EXHIBIT C INSURANCE REQUIREMENTS

Contractors to the City of Imperial (City), at their sole expense, shall for the term of the contract obtain and maintain insurance in the amounts for the coverage specified below, **afforded by companies with AM Best’s Key Rating of A-:VII, or higher, licensed or authorized to transact insurance business in the State of California.**

Award is contingent on compliance with City’s insurance requirements, as specified, below:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES	WORKER’S COMPENSATION EMPLOYER’S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY PROPERTY DAMAGE BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000 \$1,000,000 \$1,000,000	\$1,000,000 \$1,000,000 \$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY - EACH PERSON - EACH OCCURRENCE PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000	\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES  ALL DAMAGES		\$1,000,000  \$1,000,000
YES	THE CITY OF IMPERIAL IS TO BE NAMED AS AN ADDITIONAL INSURED: <b>CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</b>			



IV. INSURANCE COVERAGE MUST INCLUDE:

C. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND

D.A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.

E. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"

F. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

G. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

H. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON- PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**NOTICES SHALL BE MAILED TO:**

**DEPARTMENT OF FINANCE  
CITY OF IMPERIAL  
420 SOUTH IMPERIAL AVENUE  
IMPERIAL, CA 92251**