

REQUEST FOR PROPOSAL

**General Plan Update
Strategy & Options**

**Request for Comprehensive Analysis and Recommendations for
the new
“Bakersfield General Plan”**

CITY OF BAKERSFIELD



Jacquelyn R. Kitchen, Development Services Director
Development Services Department
1715 Chester Avenue | Bakersfield, CA 93301

POSTED: May 10, 2019
DUE: July 12, 2019

**REQUEST FOR PROPOSAL (RFP)
FOR PROFESSIONAL SERVICES TO PREPARE
“GENERAL PLAN UPDATE STRATEGY & OPTIONS”**

The City of Bakersfield is seeking a qualified professional Consultant to prepare a “General Plan Update Strategy and Options” document to include a comprehensive analysis and provide recommendations for: 1) at least three (3) options to approach the upcoming update to the City’s General Plan and 2) anticipated schedule and cost for each option. A list of Consultants who have received this RFP is attached.

INQUIRIES REGARDING THIS RFP: Do not contact any City personnel other than the contact person indicated below. If needed, please send a single email inquiry if there are multiple questions concerning the scope of professional services required.

Email: DevServices@bakersfieldcity.us | Phone: (661) 326-3733
(Reference “General Plan Update Strategy - RFP Response”)

HOW TO RESPOND TO THIS RFP: In order to respond to this RFP, please submit four hard copies and one digital copy (on appropriate media device) of the proposal to the following address:

Development Service Department – Planning Division
**Attn: Jacquelyn R. Kitchen, Development Services Director and
Kevin F. Coyle, AICP CEP; Planning Director**
1715 Chester Avenue, 2nd Floor
Bakersfield, CA 93301

All envelopes/shipping boxes are to be clearly marked as follows:

RESPONSE TO REQUEST FOR PROPOSAL (RFP)
CITY OF BAKERSFIELD - GENERAL PLAN UPDATE STRATEGY & OPTIONS

DUE DATE: This proposal is subject to a 30-day response period. Consideration has been included for mail delivery and holidays in calculating the response date. Proposers are solely responsible for ensuring timely receipt of proposals and responses received after the due date will not be considered. Postmark date will not constitute timely delivery.

The proposal must arrive at the address noted above before **5:00 pm** on the closing date listed below. The RFP timeline for Consultant selection is as follows:

Distribution of RFP	05/10/19
DUE DATE for Response to RFP	07/12/19
Notification of Short List Selection (Tentative)	08/12/19
Interviews, if needed (Tentative)	08/12/19
Notification of Final Selection (Tentative)	09/06/19

Sincerely,


Jacquelyn R. Kitchen
Development Services Director

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1.0 INTRODUCTION

1.1 Purpose of this Proposal

The City of Bakersfield (City) is requesting proposals from qualified consulting firms with specific experience in preparing comprehensive updates to the General Plan. The selected Consultant will work with the City to provide analysis and recommendations for: 1) at least three options to approach the upcoming update to the City’s General Plan and 2) anticipated schedule and cost for each option (see Section 2.3). Proposals should include all information requested in this RFP, and should demonstrate experience with General Plan Updates.

1.2 Background

In accordance with California Government Code Section 65300, the City and the County of Kern jointly adopted the *Metropolitan Bakersfield General Plan* (MBGP) and certified the associated programmatic Environmental Impact Report (EIR) in 2002 to plan for the long-term future development of the Metropolitan Bakersfield area. The 2002 MBGP included an update to the text of the previous 1990 General Plan and made minor revisions to the land-use map designations that had originally been prepared in the late 1980's. Staff prepared text changes “in-house” and a Consultant assisted in preparation of the EIR.

The MBGP contains seven elements as required by state law, including Land Use, Circulation, Housing, Conservation, Open Space, Noise, and Safety. Two additional elements reflect the specific needs and objectives of the area, including a Public Services and Facilities Element and Parks Element. The MBGP also includes a reservation for the “Kern River Plan Element,” which was jointly adopted by the City and County in 1985. The MBGP can be found on the City’s website (www.bakersfieldcity.us/ds).

In the 17 years since adoption of the MBGP, various updates have occurred to maintain compliance with State law (see Table 1). However, there have been two considerable changes to the local landscape:

1. The County of Kern has moved forward with a General Plan update, and will no longer maintain a “joint” Plan with the City of Bakersfield. Though the County and City will now have independent plans, the physical and political geography of the area remain highly integrated. This will necessitate continued coordination in the future, which must be articulated in the current update process.
2. Changes continue in State law, local ordinances, growth patterns, and the needs of the community.

These factors warrant preparation of: (1) a new “Bakersfield General Plan” (BGP) to direct growth for the next 20 - 30 years; and (2) a new comprehensive environmental analysis that identifies the specific impacts of the new growth and appropriate methods to address and mitigate those impacts. Table 1 lists the current status of the various Elements.

Element	Update	Description
Land Use	Quarterly	Property Owner Requests; per SB 244, SB 1241, AB 162, GC 65302, etc.
Circulation	2018	Clean-up to reflect constructed Freeways and Infrastructure
Housing	12/9/15	2015-2023 Housing Element approved per State Law
Conservation	2015	As required by SB 244, SB 1241, AB 162, GC 65302, etc.
Open Space	2002	Past updates
Safety	2015	As required by SB 244, SB 1241, AB 162, GC 65302, etc.
Noise	2006	Past updates

1.3 Project Location

The current MBGP area is approximately 408 square miles. A map of the MBGP boundary can be found at the City's website (www.bakersfieldcity.us). In accordance with state planning law, a General Plan must cover all territory within the boundaries of the adopting city. The plan should also take into account any area outside which, in the planning agency's judgment, "bears relation to its planning" (Government Code Section 65300). It also allows adoption of area plans or general plans in part. Thereby, the City is able to designate the area covered by this General Plan Update for study and adoption.

1.4 Project Description and Objectives

This Project is the preparation of an analysis of options for the City's approach to the General Plan Update. The response shall include a strategy for each of the noted "Update Options" noted below and information to demonstrate how the Project Objectives will be met by each option.

Update Options (to be included in Response):

- A. **Focused Update.** All legally-required updates to specific Elements within the MBGP and addition of any newly mandated Elements; No parcel-specific updates to existing land use designations.
- B. **Policy Update.** "Focused" option content plus specific, locally important policy driven updates within some or all Elements of the MBGP; Limited parcel-specific updates to existing land use designations.
- C. **"Other" Update.** Optional third option, parameters to be designed by responder incorporating all new State laws and guidance regarding General Plan updates.

Project Objectives (to be evaluated within each Option):

- 1) Within each Element, identify the various options and methodology for existing goals, policies, and implementation measures to be revised and the type of goals, policies and implementation that should be added or removed; these policies should be coordinated with the mitigation in the MBGP EIR, to facilitate future streamlining via CEQA Section 15183.
- 2) Identify new Elements that could be added and general framework for possible content;
- 3) Identify specific areas/Elements that will require continued coordination with Kern County;
- 4) Define the strategy for updating the existing land use map designations throughout the General Plan area (not applicable for Focused Option);
- 5) Identify options for the future General Plan boundary and Sphere of Influence (SOI)
- 6) Identify other possible General Plan implementation tools and methodology.

1.5 Current Conditions/Land Use Designations

The majority of the MBGP area outside the jurisdiction of the City is designated for agricultural uses, of which about 2% percent is in the City. Residential uses are a close second with 29% of the total MBGP area, of which 61% is in the City. The following table includes a breakdown of land uses in the City and unincorporated areas.

Metropolitan Bakersfield Land Uses					
LAND USE	JURISDICTION	SQ MILES	LAND USE	JURISDICTION	SQ MILES
RESIDENTIAL		118.6	INDUSTRIAL		23.6
RR	CITY	0.4	HI	CITY	0.9
UER	CITY	0.1	LI	CITY	3.5
ER	CITY	0.9	SI	CITY	4.4
SR	CITY	4.9	Sub-total City		8.8
LR	CITY	47.9	HI	COUNTY	3.9
WM-LR	CITY	0.7	LI	COUNTY	1.7
LR/PS	CITY	0.0	SI	COUNTY	9.3
LMR/LR	CITY	0.0	Sub-total County		14.8
LMR	CITY	7.5	OPEN SPACE		26.4
WM-LMR	CITY	1.3	OS	CITY	8.6
HMR	CITY	5.6	OS-P	CITY	3.0
WM-HMR	CITY	0.7	OS-S	CITY	5.6
HR	CITY	2.0	Sub-total City		17.2
WM-HR	CITY	0.1	OS	COUNTY	4.9
Sub-total City		72.2	OS-P	COUNTY	2.7
RR	COUNTY	12.7	OS-S	COUNTY	1.6
UER	COUNTY	2.7	Sub-total County		9.2
ER	COUNTY	5.3	PUBLIC FACILITIES		20.4
SR	COUNTY	9.7	P	CITY	12.1
SR/LR	COUNTY	1.3	P-SW	CITY	0.3
LR	COUNTY	1.3	PS	CITY	2.8
LMR/LR	COUNTY	3.8	PT	CITY	0.5
LMR	COUNTY	5.8	WM-SU	CITY	0.3
HMR	COUNTY	3.3	Sub-total City		16.1
HR	COUNTY	0.5	P	COUNTY	1.4
Sub-total County		46.4	P-SW	COUNTY	0.2
COMMERCIAL		13.7	PS	COUNTY	1.0
GC	CITY	7.3	PT	COUNTY	1.8
WM-GC	CITY	0.0	Sub-total County		4.3
HC	CITY	0.3	AGRICULTURE		127.7
OC	CITY	1.3	R-EA	CITY	0.2
MC	CITY	0.6	R-IA	CITY	2.4
MUC	CITY	1.3	R-EA	COUNTY	22.2
WM-MU	CITY	0.1	R-IA	COUNTY	103.0
WM-OC	CITY	0.1	MINERALS & PETROLEUM		35.9
Sub-total City		10.9	R-MP	CITY	0.6
GC	COUNTY	2.2	R-MP	COUNTY	35.3
HC	COUNTY	0.5	OTHER		41.7
OC	COUNTY	0.0	OTHER JURIS	FEDERAL LAND	1.0
MC	COUNTY	0.1	OTHER JURIS	CITY OF SHAFTER	5.4
Sub-total County		2.7	RIGHT OF WAY	CITY/COUNTY	35.2

2.0 SERVICES TO BE PROVIDED BY THE CONSULTANT

2.1 General Plan Update Strategy

Responses to this RFP are to include a scope of work to prepare a General Plan Update Strategy document that contains analysis and recommendations in accordance with the Update Options and Project Objectives noted in Section 1.4.

2.2 Project Components

2.2.1 General Plan Update Options

This section of the proposal should include a strategy/discussion for each of the noted “Update Options” and shall consider the information noted below. The City acknowledges that some or all of these topics may have a common method to address throughout all Update Options, and these commonalities may be reflected in the proposal without duplication.

1. List relevant new local, state, and federal laws, and how they will be incorporated. Possibilities include but are not limited to:
 - a. Air Quality. (Assembly Bill 32 and Senate Bill 375) The 2006 Global Warming Solutions Act (AB 32) requires reduction of greenhouse gas (GHG) emissions to 1990 levels by 2020 and establishes the California Air Resources Board (CARB) and Scoping Plan to achieve this goal via cap and trade, and other strategies related to Vehicle Miles Traveled (VMT), Transit Oriented Development (TOD), etc. SB 375 requires more compact growth and that regional planning agencies assign housing production targets consistent with regional sustainability and transportation plans, which set specific targets for reducing GHG.
 - b. Transportation/Complete Streets (AB 743 and AB 1358). AB 743 requires transition from Level of Service (LOS) to VMT for transportation impacts. OPR has provided a technical advisory in 2018 for guidance on implementation and strategies for analysis. Requires Circulation Element to plan for multi-modal transportation networks that allow travel by motor vehicle, foot, bicycle, and transit. OPR updated General Plan guidelines in 2010 to provide guidance to cities.
 - c. Disadvantaged Communities (SB 244). Requires Land Use Element to identify disadvantaged unincorporated communities (island or fringe) within the SOI, and analyze water, wastewater, storm-water drainage, and structural fire protection needs as well as financing options for extension of services.
 - d. Fire Hazards (SB 1241). Requires Safety Element to address the risk of fire for land classified as “State Responsibility Areas” (SRA), as defined in Public Resources Code Section 4102.
 - e. Flood Control (AB 162). Requires Conservation and Safety Elements to add information concerning flood/fire hazards, storm-water management, and groundwater recharge.
 - f. Persons with Developmental Disabilities (SB 812). Housing Elements to include an analysis of the special housing needs of the disabled, including persons with developmental disabilities.
 - g. Emergency Shelters (SB 2). Demonstrate sites/zoning available to accommodate need and describe characteristics/suitability of zone(s).
2. 2018 OPR General Plan Guidelines and relation to each Element. Examples:
 - a. Land Use
 1. Analysis of residential density goals/limits and balance with infill and urban growth
 2. Revisions in the number of residential and/or commercial designations
 3. Analysis of land amount needed for each land use type to accommodate future growth.
 4. Analysis of future water banking projects in the upland areas outside the floodplain

- b. Circulation
 1. Analysis of Complete Streets and Regional Transportation Impact Fee Program (RTIF)
 2. Consideration of Bike/Trail Plan and pedestrian and multimodal transportation options and consolidating existing specific bike and trail plans into Element
 3. Consideration of High Speed Rail and other regional/statewide transportation facilities
- c. Public Services and Facilities
 1. Analysis of water services, including all water districts that serve the Metro area
 2. Consideration of Groundwater Sustainability Act and on-going efforts related to the Kern River Groundwater Sustainability Agency (GSA) and Groundwater Sustainability Plan (GSP)
 3. Analysis of sewer service, including sewer districts and County Service Areas
 4. Analysis of solid waste, including private franchise vendors
- d. Safety Services
 1. Analysis of adequacy of police and fire services (a fire Joint Powers Agreement exists between the City and County)
 2. Analysis of seismic fault hazards (generally in northeast Bakersfield area)
 3. Analysis of flooding (most of the City is within the Lake Isabella flood inundation area)
- e. Conservation
 1. Analysis of biological resources (existing Metropolitan Bakersfield Habitat Conservation Plan and new Habitat Conservation Plan in development)
 2. Analysis of soils and agriculture resources
 3. Analysis of water resources, including ongoing GSA/GSP efforts
- f. Air Quality, Greenhouse Gas Emissions, and Climate Change Action Plan
 1. Recent legislation (See Section 2.3.1, Item 1)
 2. Renewable energy and energy efficiency; use of Electric Vehicle Charging Stations, etc.
 3. Analysis of Climate Action Plan requirements
- g. Urban and Jurisdiction Growth Issues
 1. Effect of County islands/developments surrounding City
 2. How General Plan can facilitate future annexations, including County Islands
 3. Analysis of methods to encourage dense/denser urban growth
- h. Housing Element: Consistency with housing goals and programs and incorporating State housing goals and priorities
- i. Open Space: Analysis of adequacy and availability of open space and park uses in the City.
 1. Explore option of designating Hwy 178 as a Caltrans Scenic Corridor (this has been identified as a possibility by Caltrans).
 2. Consolidating all specific park plans into Element
- j. Possible New Elements:
 1. Economic Development Element. Identify methods to facilitate and support economic growth and how land uses can be coordinated to achieve economic development goals.
 2. Downtown Bakersfield Element. Build upon the completed High Speed Rail Station Area Plan; to include architectural standards and polices to revitalize Downtown Bakersfield. Explore options for historic preservation and revitalization, including incentives such as the Mills Act. Other Elements that align with City Council goals.

3. Other concepts to consider:

- a. Incorporate State planning priorities per Government Code Section 65041.1
- b. Incorporate on-going Regional Planning Goals, such as Blueprints (both Kern and the San Joaquin Valley) and Regional Transportation Plan/Sustainable Communities Strategy
- c. Equitable Opportunities, Environmental Justice, and Fair Housing, including HUD’s Final Rule on Affirmatively Furthering Fair Housing Rule (AFFH)
- d. Healthy Communities
- e. Sustainability
- f. Fiscal Stability/Responsibility
- g. Diversity/Inclusivity
- h. Revisions of inconsistencies, ineffective goals and policies, and gaps
- i. Refine existing goals that no longer serve the community, lack clarity, or are no longer current
- j. Removal of completed implementation measures

2.3.2 Anticipated Schedule and Cost for Each Option

For each Update Option, the General Plan Update Strategy document will provide an anticipated schedule and cost to implement the option. This schedule and cost shall include, but not necessarily be limited to, development of the background reports, completion of a comprehensive public outreach program, development of the General Plan document and supporting mapping amendments (if applicable), programmatic EIR preparation, and Zoning Ordinance updates to be consistent with the anticipated General Plan Update changes. The Consultant’s proposed timelines shall span the initial kick-off meeting of the General Plan Update to final City Council adoption.

2.4 Project Timeline, Milestones, and Deliverables

Upon contract execution, the goal is to present the final “General Plan Update Strategy & Options” document, based on the Project description and noted services, for City review and consideration within six to nine months.

As part of the proposal, the Consultant shall include the following Project milestones.

Table 2. Project Deliverables & Milestones	
No.	Description
1	Kick-off meeting and Milestones for Completion
2	One mid-Project status report and meeting with City staff;
3	Draft General Plan Update Strategy document submittal
4	Planning and Development Committee meeting attendance (2)
5	Final General Plan Update Strategy Document submittal
6	City Council meeting attendance (2)
7	Final document presentation to Planning Commission and/or City Council (1)

3.0 PROPOSAL FORMAT, CONTENTS, AND SUBMISSION

3.1 Proposal Contents

All proposals submitted for this Project will be submitted as one digital and four hardcopies to be organized, tabbed, and presented in the order listed below. The proposals will not be judged by the volume of material presented and therefore, should be as brief and concise as possible without sacrificing clarity. The proposal should not exceed 20 pages in length exclusive of appendix materials (e.g., resumes).

3.1.1 Cover Page

Indicate the name of firm and Project title.

3.1.2 Professional Team & Qualifications

Provide brief information concerning your firm in this section. Discuss the overall capabilities of the organization(s). Include a brief description of the firm's history, experience, organizational structure, and resumes of top-level management. Provide similar information for each joint venture participant and all subcontractors, if any, along with the approximate percentage of their contribution.

If two or more firms are involved in a joint venture or association for this Project, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the agreement with the City must be individually liable for completion of the entire Project, even when the area of authority and responsibility under the terms of the joint venture or association is limited.

Include the following information in this section:

1. Name and location of the office where Project work is to be performed.
2. Total personnel by discipline of the professional team (including sub-Consultants)
3. An Organizational Chart to include:
 - a. Principal-in-Charge – State nature of involvement with the Project
 - b. Project Manager – State nature of involvement with the Project
 - c. Planners/Environmentalists
 - d. Other key personnel

3.1.3 Project Approach and Work Schedule

Present your response to the services requested above. The proposal shall include a description of the methodology developed to perform the required services and tasks, including the listing of products associated with each. Provide a work schedule outlining timeframes for circulation of the Project, work products, and milestones.

The Consultant shall be prepared to start the work within three weeks of the City's authorization to proceed and shall complete work within the allotted time specified by the Professional Services Agreement.

The Project duration may be approximately six to nine months. The actual program time may vary and will depend on issues and circumstances, which evolve from public meetings, future funding, and future

events. The proposal should demonstrate the Consultant's willingness to prepare and execute flexible work scheduling based on these unknown events. The proposal must allow adequate time for Staff review, comment, and redraft of the documents, discussion, and deliberation throughout the Project.

3.1.4 Cost of Services

Submit two exhibits; including 1) a fee schedule showing the hourly rates for staff and any other direct material and equipment costs that are likely to occur and 2) a payment schedule.

The proposed budget should outline all estimated costs to complete the Project as outlined in Section 2 of this RFP, including administrative costs, graphics, duplication, and mailings as well as travel costs. Please note that City of Bakersfield does not pay "Cost-Plus" expenses. Therefore, integrate all anticipated costs to complete the Project into the total proposed budget. The cost will be on a time-and-materials, not-to-exceed basis and payment will be monthly (i.e., net 30).

3.1.5 Insurance and Indemnification

The selected Consultant will be required to obtain and maintain insurance as a condition of the award of this agreement, and the Consultant's proposal shall state that the Consultant shall obtain the following in accordance with the terms of the agreement:

1. Professional liability insurance, providing coverage on an occurrence basis for errors and omissions with limits of not less than One Million Dollars (\$1,000,000) per occurrence;
2. Automobile liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence;
3. Broad form commercial general liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and
4. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per accident.

Except for professional liability, the liability policies shall contain an additional insured endorsement in favor of the City, its mayor, council, officers, agents, employees and volunteers.

The workers' compensation policy shall contain a waiver of subrogation endorsement in favor of the City, its mayor, council, officers, agents, employees and volunteers.

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII. This requirement may be waived at the City's sole discretion.

Except for professional liability, all policies required of the Consultant hereunder shall be primary insurance as respects the City, its mayor, council, officers, agents, employees and volunteers and any insurance or self-insurance maintained by the City, its mayor, council, officers, agents, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

The automobile liability policies shall provide coverage for owned, non-owned and hired autos. The liability policies shall provide contractual liability coverage for the terms of this Agreement.

All policies shall contain an endorsement providing the City with 30 days' written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

The insurance required under this Agreement shall be maintained until all work required to be performed under the terms of this Agreement is completed to the City's satisfaction. The Consultant shall furnish the City Risk Manager with a certificate of insurance and, if requested, copies of endorsement or all insurance policies evidencing the insurance required under this Agreement.

Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this agreement of Consultant, must be declared to and approved by the City.

However, unless otherwise approved by the City, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth hereinabove shall be provided by or on behalf of all subcontractors even if the City has approved lesser insurance requirements for Consultant. Consultant shall be responsible for determining and guaranteeing all subcontractors are insured as set forth in this paragraph.

All costs of insurance required under this Agreement shall be included in the Consultant's bid, and no additional allowance will be made for additional costs, which may be required by extension of the insurance policies. If Consultant fails to maintain adequate insurance coverage as required by the design contract, then the City of Bakersfield shall have the right to terminate the Consultant's contract.

The selected Consultant will also be required to execute the Professional Services Agreement that includes the following indemnification language:

Consultant shall indemnify, defend, and hold harmless City and City's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Consultant or Consultant's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for City's sole active negligence or willful misconduct.

3.1.6 Current Volume of Work

Provide a means to demonstrate that your firm has the capacity to provide the required services in a timely manner and to meet the deadlines.

3.1.7 Conflict of Interest

The contractor retained under agreement to perform the aforementioned services will refrain from contracting with the applicant (unless the applicant is the City of Bakersfield) during the duration of the time that the scope of Consultant services is performed on behalf of the City. In addition, the Consultant retained under agreement to perform the aforementioned services will not contract for services on any Project within the incorporated City of Bakersfield without first receiving written consent from the Planning Director that the requested contract for services is not inconsistent, incompatible, in conflict with, or contrary to the performance of the Project, which consent will not be unreasonably withheld.

3.2 Proposal Submission

To receive consideration, proposals shall be made utilizing the following general instructions:

1. The signatures of all persons signing the proposal shall be in longhand. The completed proposal should be without interlineations, alterations, or erasures.
2. No oral, telegraphic, or telephonic proposals will be considered.
3. The submission of a proposal shall be conclusive evidence that the Consultant has investigated and is satisfied with the conditions affecting the program, the character, quality, and scope of work to be performed, and the requirements of the City, and, with that understanding, is qualified and able to complete the Project as outlined herein.
4. Proposals shall be enclosed in and envelopes/shipping box that is clearly marked as specified in the coversheet of this RFP.
5. All documents submitted by the Consultant are subject to disclosure under the Public Records Act.

Submit four hard copies and one digital copy of your proposal to:

Development Service Department – Planning Division

**Attn: Jacquelyn R. Kitchen, Development Services Director and
Kevin F. Coyle, AICP CEP; Planning Director**

1715 Chester Avenue, 2nd Floor
Bakersfield, CA 93301

ALL PROPOSALS MUST BE SEALED AND RECEIVED BY 5 P.M. ON THE DEADLINE DATE AT THE ABOVE OFFICE AND ADDRESS. PROPOSALS SUBMITTED AFTER THE ABOVE DEADLINE WILL NOT BE ACCEPTED.

4.0 MISCELLANEOUS GENERAL REQUIREMENTS

4.1 Payment for Services

Payment, which requires the preparation of studies and/or any other City requested work, shall be subject to approval by City Staff and will not be paid prior to the completion of any requested revisions.

4.2 Services Provided by the City

The City will provide a Project Manager and Staff assistance by appropriate City personnel and the items listed below in support of the Consultant's professional services; however, the Consultant shall be responsible for the evaluation of all information supplied by the City.

4.2.1 City Documents

Upon agreement between the City and Consultant on the scope of the information required, the City will furnish Consultant with available data, plans, reports, maps, and other materials and information required for the Project, except those included in the Consultant's scope of services.

4.3 Solicitation Caveat

The proposer understands and agrees that the City shall have no financial responsibility for any costs incurred by the proposer in responding to this RFP and shall not be liable to any proposer for costs attributed to the design of the Project until the proposer has executed a contract with the City and been authorized in writing to proceed. The City reserves the right to terminate this RFP after three-day notice to all prospective proposers. The City may select any proposal in its sole discretion and on the basis of criteria which the City determines best reflects its interest in completion of the Project. The City may (a) select any proposal for further clarification or negotiation; (b) alter the RFP or ask for alternative proposals; (c) suspend or alter the timing of negotiations and/or solicitations and/or negotiations and/or execution of agreements under this RFP or in respect of any proposal; or (d) suspend or terminate, in whole or in part, any aspect of the Project or this RFP. In any such event and to the maximum extent permitted by law, a proposer's sole remedy will be the right to withdraw such proposal, and all other rights and remedies of any proposer submitting a proposal will be deemed waived and released as against the City.

The submission of a proposal shall be conclusive evidence that the Consultant had investigated and satisfied themselves as to the conditions to be encountered, the character, quality, and scope of work to be performed, and the requirements of the City of Bakersfield, and, with that understanding, is qualified and able to complete the Project as outlined herein.

4.4 Time

Time is of the essence as to all work to be performed by the selected Consultant.

4.5 Form of Independent Contractor's Agreement (Over \$40K)

Attached is substantially the form of the Independent Contractor's Agreement (Over \$40K), which the successful firm is expected agree to and sign. Prospective Consultants shall be notified of major changes to this RFP or the proposed Independent Contractor's Agreement (Over \$40K) by addenda.

4.6 Business Address

Proposers shall furnish the City with their business street address. Any communications directed either to the address so given or to the address listed on the sealed proposal container and deposited in the U.S. Postal Service by certified mail shall constitute a legal service thereof upon the proposer.

4.7 Addenda

Addenda issued by the City interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall sign and date the Addenda Cover Sheet and submit them with their proposal (or deliver them to the Planning Division) if the Consultant has previously submitted this proposal to the Planning Division.

4.9 Disadvantaged Business Enterprise (DBE) Participation

The Consultant shall ensure that DBE firms, as defined by federal law, have the maximum opportunity to participate in the performance of this contract and shall take all necessary and reasonable steps for such assurance. The Consultant shall document that adequate Good Faith Efforts were conducted to meet the requirements of the DBE. If a ranked Consultant does not meet the goal and the City determines that the Good Faith Effort was not adequate, the Consultant will be rejected and the City will negotiate with the next highest ranked firm.

5.0 SELECTION PROCESS

All proposals received by the specified deadline will be reviewed by the City for content, fee schedule, staffing, the proposed work program, and the phasing of tasks as well as overall compliance with this RFP. In reviewing the details for the Update Options, the City will consider level of effort, timing, and cost.

Informal interviews may be conducted as part of the final selection process. The firm or firms selected by the City will be recommended to the City Council, but the Council is not bound to accept the recommendation or award the work to the recommended firm.

The City reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal received and may reject, modify, or otherwise alter this proposal process as it sees fit, at its sole discretion, with or without cause. The City reserves the right to select the proposal or proposals which, in its sole judgment, best meet the needs of the City. Pursuant to Section 4526 of the Government Code, the selection will be based on demonstrated competence and on the professional qualifications of the applicants and at a fair and reasonable price to the City.

Consultant's List

<p>City of Bakersfield Planning Division Qualified EIR Consultant List - Mailing Labels - Updated: 2/19/19</p>	<p>Denise Duffy & Associates, Inc. Attn: RFP Manager 947 Cass St., Ste. 5 Monterey, CA 93940 PH: 831-373-4341</p>	<p>HDR Engineering, Inc. Attn: RFP Manager 3230 El Camino Real, Ste. 200 Irvine, CA 92602 PH: 714-730-2300</p>
<p>AECOM Attn: RFP Manager 1220 Avenida Acaso Camarillo, CA 93012 PH: 805-388-3775</p>	<p>Dudek Attn: RFP Manager 38 N. Marengo Ave. Pasadena, CA 91101 PH: 626-204-9800</p>	<p>ICF International Attn: RFP Manager 49 Discovery, Ste. 250 Irvine, CA 92618 PH: 949-333-6625</p>
<p>Alta Environmental Attn: RFP Manager 3777 Long Beach Blvd., Annex Bldg. Long Beach, CA 90807 PH: 888-608-3010</p>	<p>Ecology and Environment Inc. Attn: RFP Manager 505 Sansome St., Ste. 300 San Francisco, CA 94111 PH: 415-398-5326</p>	<p>Impact Sciences Attn: RFP Manager 231 Village Commons, Ste. 17 Camarillo, CA 93012 PH: 805-437-1900</p>
<p>AMEC Environmental & Infrastructure Attn: RFP Manager 104 West Anapamu St., Ste. 204A Santa Barbara, CA 93101 PH: 805-962-0992</p>	<p>ECORP Consulting, Inc. Attn: RFP Manager 215 N. Fifth St. Redlands, CA 92374 PH: 909-307-0046</p>	<p>Kimley-Horn and Associates, Inc. Attn: RFP Manager 555 Capitol Mall, Ste. 300 Sacramento, CA 95814 PH: 916-858-5800</p>
<p>Applied Planning, Inc. Attn: RFP Manager 11762 De Palma Rd., 1-C 310 Corona, CA 92883 PH: 909-937-0333</p>	<p>EcoTierra Consulting, Inc. Attn: RFP Manager 5776-D Lindero Canyon Rd. #414 Westlake Village, CA 91362 PH: 818-356-9496</p>	<p>Krazan & Associates Attn: RFP Manager 2205 Coy Ln. Bakersfield, CA 93307 PH: 661-837-9200</p>
<p>Ascent Environmental, Inc. Attn: RFP Manager 455 Capitol Mall, Ste. 300 Sacramento, CA 95814 PH: 916-444-7301</p>	<p>EMC Planning Group Inc. Attn: RFP Manager 301 Lighthouse Avenue, Suite C Monterey, CA 93940 PH: 831-649-1799</p>	<p>LSA Associates Attn: RFP Manager 20 Executive Park, Ste. 200 Irvine, CA 92614 PH: (949) 553-0666</p>
<p>Aspen Environmental Group Attn: RFP Manager 5020 Chesebro Rd., Ste. 200 Agoura Hills, CA 91301 PH: 818-597-3407</p>	<p>Envicom Corporation Attn: RFP Manager 4165 E. Thousand Oaks Blvd., Ste. 290 Westlake Village, CA 91362 PH: 818-879-4700</p>	<p>Meridian Consultants LLC Attn: RFP Manager 920 Hampshire Rd., Ste.A5, Westlake Village CA 91361 PH: 805-367-5720</p>
<p>Benchmark Resources Attn: RFP Manager 2515 E. Bidwell St. Folsom, CA 95630 PH: 916-983-9193</p>	<p>EPD Solutions, Inc. Attn: RFP Manager 2030 Main St., Ste. 1200 Irvine, CA 92614 PH: 949-794-1180</p>	<p>Michael Baker Attn: RFP Manager 2729 Prospect Dr., Ste. 220 Rancho Cordova, CA 95670 PH: 916-361-8384</p>
<p>CAJA Environmental Services, LLC Attn: RFP Manager 15350 Sherman Wy., Ste. 315 Van Nuys, CA 91406 PH: 310-469-6700</p>	<p>ESA Attn: RFP Manager 626 Wilshire Blvd., Ste.1100 Los Angeles, CA 90017 PH: 213-599-4300</p>	<p>MRS Environmental Inc. Attn: RFP Manager 1306 Santa Barbara St. Santa Barbara, CA 93101 PH: 805-289-3920</p>
<p>Crawford & Bowen Planning, Inc. Attn: RFP Manager 113 N. Church St., Ste. 302 Visalia, CA 93291 PH: 559-840-4414</p>	<p>FirstCarbon Solutions Attn: RFP Manager 250 Commerce, Ste. 250 Irvine, CA 92602 PH: 714-508-4100</p>	<p>Northcutt & Associates Attn: RFP Manager 4220 Poplar St. Lake Isabella, CA 93240 PH: 760-379-4626</p>

<p>Oliveira Environmental Consulting Attn: RFP Manager 1645 Hillcrest Pl. San Luis Obispo, CA 93401 PH: 805-234-7393</p>	<p>Sapphos Environmental Inc. Attn: RFP Manager 430 N. Halstead St. Pasadena, CA 91107 PH: 626-683-3547</p>	
<p>Padre Associates, Inc. Attn: RFP Manager 3500 Coffee Road, Ste. B Bakersfield, CA 93308 PH: 661-829-2686</p>	<p>Stantec Attn: RFP Manager 555 Capitol Mall, Ste. 650 Sacramento, CA 95814 PH: 916-442-3230</p>	
<p>Parsons Corporation Attn: RFP Manager 100 W. Walnut St. Pasadena, CA 91124 PH: (626) 440-4000</p>	<p>SWCA Environmental Consultants Attn: RFP Manager 51 W. Dayton St. Pasadena, CA 91105 PH: 626-240-0587</p>	
<p>PlaceWorks Attn: RFP Manager 3 MacArthur Pl., Ste. 1100 Santa Ana, CA 92707 PH: 714-966-9220</p>	<p>Tetra Tech, Inc. Attn: RFP Manager 17885 Von Karman Ave., Ste. 500 Irvine, CA 92614 PH: 949-809-5000</p>	
<p>Power Engineers, Inc. Attn: RFP Manager 731 E. Ball Rd., Ste. 100 Anaheim, CA 92805 PH: 714-507-2700</p>	<p>UltraSystems, Inc. Attn: RFP Manager 16431 Scientific Wy. Irvine, CA 92618-7443 PH: 949-788-4988</p>	
<p>Provost & Pritchard Consulting Services Attn: RFP Manager 1800 30th St., Ste. 280 Bakersfield, CA 93301 PH: 661-616-5900</p>	<p>WZI Inc. Attn: RFP Manager 1717 28th St. Bakersfield, CA 93301 PH: 661-326-1112</p>	
<p>QK Inc. Attn: RFP Manager 5080 California Ave., Ste. 220 Bakersfield, CA 93309 PH: 661-616-2600</p>		
<p>Raney Planning & Management, Inc. Attn: RFP Manager 1501 Sports Dr. Sacramento, CA 95834 PH: 916-372-6100</p>		
<p>RECON Environmental, Inc. Attn: RFP Manager 1927 Fifth Ave. San Diego, CA 92101-2358 PH: 619-308-9333</p>		
<p>Rincon Consultants, Inc. Attn: RFP Manager 180 N. Ashwood Ave. Ventura, CA 93003 PH: 805-644-4455</p>		

Independent Contractor's Agreement (Over \$40K)

AGREEMENT NO. _____

INDEPENDENT CONTRACTOR'S AGREEMENT

[Over \$40,000]

This **INDEPENDENT CONTRACTOR'S AGREEMENT** ("Agreement") is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation, ("CITY") and _____ ("CONTRACTOR").

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of _____.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. **SCOPE OF WORK.** In exchange for the Compensation (defined below), CONTRACTOR shall perform the following:

("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not.

2. **COMPENSATION/PAYMENT PROCEDURE.** Subject to the conditions of this section, CITY will pay CONTRACTOR as follows for performing the Scope of Work ("Compensation"): **[choose one]**

(1) A total, lump sum payment of \$ _____ after the Scope of Work is completed to CITY's satisfaction, or

(2) On an hourly [or time/material] basis in accordance with the hourly rates as shown on **Exhibit A**.

CITY will pay CONTRACTOR within 30 days after CONTRACTOR submits an itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to CONTRACTOR for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR. In no case will CITY compensate CONTRACTOR more than \$_____ for performing the Scope of Work.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on _____ [Date].
4. **TERMINATION.** Either party may terminate this Agreement after giving the other party written notice, as provided herein, ten days before the termination is effective.
5. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
6. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.
7. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
8. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
9. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the date first written above.

10. **KEY PERSONNEL.** CONTRACTOR shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, CONTRACTOR shall not change such personnel without CITY's written approval.
11. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.
12. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licenses or professional degrees.
13. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.
14. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

15. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

16. **INSURANCE.**

16.1 **Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

16.1.1 **Automobile liability insurance,** providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

16.1.2 **Commercial general liability insurance,** unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

16.1.2.1 Provide contractual liability coverage for the terms of this Agreement;

16.1.2.2 Provide products and completed operations coverage;

16.1.2.3 Provide premises, operations, and mobile equipment coverage; and

16.1.2.4 Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.1.3 **Workers' compensation insurance** with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861,

CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, CONTRACTOR is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.2 General Provisions Applying to All Insurance Types.

- 16.2.1** All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 16.2.2** All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.
- 16.2.3** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager,

but in no event less than A-VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

16.2.4 The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

16.2.5 Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

16.2.6 It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.

16.2.7 Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.

17. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

18. INDEMNITY. CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind

whatsoever, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

19. **ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
20. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.
21. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
22. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
24. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to

- the interpretation of this Agreement.
25. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
 26. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
 27. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
 28. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
 29. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
 30. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
 31. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

**CITY: CITY OF BAKERSFIELD
 CITY HALL
 1600 Truxtun Avenue
 Bakersfield, California 93301**

CONTRACTOR: _____

32. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

33. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.

34. **TAX NUMBERS.**

CONTRACTOR's Federal Tax ID Number _____

CONTRACTOR is a corporation? Yes _____ No _____

(Please check one.)

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"
CITY OF BAKERSFIELD

"CONTRACTOR"

By: _____
KAREN GOH
Mayor

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
(NAME & TITLE)

Insurance: _____

APPROVED AS TO CONTENT:
CITY DEPARTMENT NAME

By: _____
DEPARTMENT HEAD NAME
TITLE

COUNTERSIGNED:

By: _____
NELSON SMITH
Finance Director

Attachment: Exhibit ____