

COUNTY OF KERN
PUBLIC WORKS DEPARTMENT

REQUEST FOR QUALIFICATIONS

To provide on-call, as needed, Environmental,
Geotechnical and Civil Engineering Services

DUE March 26, 2026

TIME Before 11:00 a.m.

COUNTY OF KERN

PUBLIC WORKS DEPARTMENT

**Request for Qualifications to Provide On Call, As Needed Environmental, Geotechnical,
and Engineering Services**

The County of Kern Public Works Department (Department) is issuing this Request for Qualifications (RFQ) to qualified firms to be used in the selection of a professional engineering Consultant capable of providing “as needed, when called” professional engineering services for design, construction quality assurance and quality control, maintenance, assessments, reports, environmental and geotechnical analyses and studies of public works County facilities, including but not limited to active, inactive, and closed Class III sanitary landfills in various phases of construction, closure and maintenance, bin sites and transfer stations, and ancillary engineering services in the areas of civil, geotechnical, environmental, structural, electrical and mechanical engineering.

The County will review responses to this RFQ and anticipates ranking the firms based on the firm’s Statement of Qualifications (SOQ), experience, and history of performance using predetermined selection criteria.

The attached Exhibit “A” contains a general outline of the Scope of Work that may be performed under the on-call agreement.

Consultants are specifically directed not to contact any County personnel, other than the Contact Person indicated below, for any purpose related to this RFQ. **Unauthorized contact of any County personnel may be cause for rejection of a consultant’s SOQ.**

All inquiries concerning this RFQ should be directed to the following Contact Person:

Kerri Paulson
Contract Specialist
Kern County Public Works Department
2700 M Street, Ste. 400, Bakersfield, Ca 93301
(661) 862-8705
pw-financecontracts@kerncounty.com

Envelopes/packages containing the SOQs are to be marked:

SOQ: “Environmental, Geotechnical and Civil Engineering Services and delivered **to**:
Kern County General Services Division
1115 Truxtun Ave., 3rd Floor
Bakersfield, CA 93301
Telephone (661) 868-3000

Projected Timetable

The following dates are set forth for information and planning purposes only. These dates may be changed by County upon notice to prospective consultants:

Issuance Date	February 19, 2026
RFQ inquiries from responding firms	March 5, 2026
County’s response to RFQ inquiries	March 12, 2026
Statement of Qualifications Due Date	March 26, 2026
Statement of Qualifications Due Time	Before 11:00 a.m.

*Postmark date will NOT constitute timely delivery. Responses received after the above time **WILL NOT** be considered. Consultants are solely responsible for ensuring timely receipt of their SOQs.*

TABLE OF CONTENTS

I.	GENERAL INFORMATION	Page	
	A.	Request for Qualifications/Rules for Competition	1
	B.	Requests for Additional Information and site visits	1
	C.	Statement of Qualifications	1
	D.	Project Background and Description	1
	E.	Consultant Scope of Work	2
	F.	Statement of Qualifications Requirements and Format	2
	G.	Solicitation Caveat	9
	H.	Time	9
	I.	Form of Agreement	9
	J.	Modifications to Scope of Work	10
	K.	News Releases	10
	L.	Payment Schedule	11
	M.	Statutes and Rules	11
	N.	Background Review	11
II.	SOQ INFORMATION AND REQUIREMENTS		
	A.	General Instructions	11
	B.	Business Address	12
	C.	Corrections and Addenda	12
	D.	SOQ Submittal Requirements	12
	E.	Withdrawal and Submission of Modified SOQ	13
	F.	Confidential Information	13
	G.	Disposition of SOQs and Proprietary Data	15
	SCOPE OF WORK	Exhibit A	
	SAMPLE AGREEMENT	Exhibit B	

I. GENERAL INFORMATION

A. Request for Qualifications/Rules for Competition

The competitive method used for this solicitation is known as a 'Request for Qualifications' (RFQ). Firms shall be ranked and selected according to their Statement of Qualifications (SOQ).

B. Requests for Additional information and site visits

Inquiries regarding the RFQ shall be made in the following way:

By mail to:

County of Kern

Public Works Department

Attn: Kerri Paulson

2700 M Street, Ste. 400, Bakersfield, CA 93301

pw-financecontracts@kerncounty.com

Any inquiries shall be accepted no later than fourteen (14) working days prior to the RFQ due date. Written responses to the inquiries shall be issued no later than seven (7) calendar days prior to the RFQ due date.

C. Statement of Qualifications (SOQ)

Response to this solicitation will be in the form of a Statement of Qualifications according to the work described in section E below and the attached Exhibit A. The SOQ shall document the firm's qualifications as they apply to the Scope of Work found in Exhibit A.

The County will evaluate all responses using the evaluation criteria stated in Section F; sub-section 3 paragraph h below-. The selection panel will consist of representatives from various County departments associated with or having expertise relating to the project. Composition of the selection panel is subject to change at the sole discretion of the County. Firms will be ranked in numerical order based on the scoring of the firm in relation to the evaluation criteria.

D. Project Background and Description

The Public Works Department is an administrative agency of the County of Kern, California. The Department works to protect the health and safety of the public, and enhance the quality of life by providing environmentally safe management of public works facilities.

In the area of solid waste, the Department presently operates seven active Class III sanitary landfills and maintains eight inactive or closed Class III sanitary landfills in various phases of construction and closure. Three of the landfills have liner systems; the remaining landfills are unlined.

The landfills are regulated by Waste Discharge Requirements (WDRs) issued by the Lahontan and Central Valley Regional Water Quality Control Boards.

Primary regulatory oversight is governed by the California Department of Resources, Recycling and Recovery (CalRecycle); the Lahontan and/or Central Valley Regional Water Quality Control Boards (RWQCB); Kern County Environmental Health Services Department (as the Local Enforcement Agency for CalRecycle); Kern County Planning Department; San Joaquin Valley Unified Air Pollution Control District (SJVUAPCD) and Kern County Air Pollution Control District. The Department's personnel conducts sampling and monitoring as required by the WDRs and prepares self-monitoring reports.

This Request for Qualifications (RFQ) was prepared to identify qualified engineering consultants that are able to provide "as needed, when called" professional engineering services for design, construction quality assurance and quality control, maintenance, assessments, reports, environmental and geotechnical analyses and studies of public works County facilities, including but not limited to active, inactive, and closed Class III sanitary landfills in various phases of construction, closure and maintenance, bin sites and transfer stations, and ancillary engineering services in the areas of civil, geotechnical, environmental, structural, electrical and mechanical engineering.

E. Consultant Scope of Work

A description of the services to be provided is contained in Exhibit A which is attached hereto and incorporated herein by this reference.

F. Statement of Qualifications Requirements and Format

In responding to this Request for Qualifications, the responding firm is expected to demonstrate knowledge, experience and ability to perform the scope of work and provide the services being requested. If the responding firm makes no response on an item, the evaluators will assume that the firm has no expertise in that area.

Cover must be titled: **Statement of Qualifications
For On Call, As Needed
Environmental, Geotechnical, and
Civil Engineering Services**

1. General

a. The Statement (SOQ) shall be concise, well organized and demonstrate an understanding of the Scope of Services. The SOQ shall be limited to 35 one-sided pages (8 1/2 inches X 11 inches), inclusive of resumes, graphics, forms, photographs, dividers, front and back covers, cover letter, etc. Type size and margins for text pages should be in keeping with accepted standard formats for desktop publishing and processing.

b. The Statement (SOQ) will be evaluated in accordance with the required services indicated above and in the attached Exhibit A.

2. Content

Elements of Statements submitted in response to this RFQ shall be in the following order and shall include:

a. Executive Summary

Include a 1-2 page overview of the entire Statement of Qualifications describing its most important elements.

b. Identification of the Project Team

- Legal name and address of company

- Legal form of company (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required within this section for each member. Identify if the firm is the primary corporation or a subsidiary and, if a subsidiary, of what parent firm.

- Address(es) of office(s) working on the project.

- Name, title, address and telephone number of the person to contact concerning the submittal.

c. Experience and Technical Competence

The consultant shall describe his or her experience in completing similar consulting efforts. Identify the duration of time the firm has conducted business and the duration of time the firm has been performing services similar to those solicited under this RFQ.

- The consultant shall list five (5) successful projects of a similar nature completed in the last ten years - Limit: one page per project.

The name of the client, project manager, client references, telephone numbers, the type of work performed, and the value of the consulting contracts shall be included.

- Provide a matrix referencing work performed relative to projects listed indicating key personnel responsible for performance and the extent of their involvement in the project they are listed under. Differentiate which work was performed by the responding firm, and which work was performed by the sub-consultants, if sub-consultants are proposed.

- Describe in detail, work the firm has directly performed on a maximum of four projects that shows a demonstrated ability to meet internal and project deadlines, budget constraints, major milestones and overall project schedules.

- Describe any litigation involvement in the last five years. List all publicly recorded legal actions stemming from performance of professional responsibilities in which the firm or individuals assigned to this project have been named (even if actions occurred under the employment of others). Specifically describe the outcome of all actions or declare the current status if litigation is pending.

d. Methods Proposed to Accomplish the Work

- Describe the operational/organizational approach of the firm to fulfill the scope of work and the goals of the project.

- Outline the basic technical procedures and the managerial approach which the project team leadership will adopt to incorporate these methods into the overall project effort.

- Provide assurance that adequate staffing is available to provide the services efficiently and in a timely fashion.

- Firms are encouraged to present suggestions that they believe will simplify the project and result in lower costs in the performance of the work.

e. Knowledge and Understanding of the Local Environment

- Describe the project team's experience working in the local environment. The environment may be defined as the County's, other similar local agencies, and the State's policies, practices, design criteria and standards which will be drawn upon to accomplish the project.

- The consultant shall describe the local presence it has established for maintaining communication between the County's Project Manager and staff.

f. Project Organization and Key Personnel

The written SOQ must include a discussion of the consultant's staffing plan and level of personnel to be involved, their qualifications, experience, resumes, roles, and the name of the individual possessing a Professional Engineer License registered in the State of California who will be overall in charge and responsible for coordination with the County.

- Indicate the role and responsibility of the prime consultant and all sub-consultants. Describe the ability of the firm to provide staffing continuity throughout the duration of the project.
- If applicable, indicate how local firms are being utilized to ensure a strong understanding of local laws, ordinances, regulations, policies, requirements and permitting.
- The County’s evaluation of the SOQ will consider the consultant’s entire team. Once proposed, no changes in the team composition will be allowed without prior written approval of the County. Sub-consultant letters of commitment may be required.
- Identify proposed sub-consultants (if any) which will be retained to perform specified items of work listed in the Scope of Services.

g. Schedule of Fees

The County has budgeted \$8,000,000 for this planning effort.

The actual fee will be negotiated with the selected firm(s). In the event that a fee for the required services cannot be negotiated with the selected firm(s), the County reserves the right to discontinue negotiations, and begin negotiations with the next ranked firm(s).

The SOQ must include a “schedule of fees” which lists each personnel classification that will work on the project, and the hourly rate charged for each classification, including any sub-consultants. The negotiated fee will be based upon the number of hours each personnel classification works on the required services. It will be the responsibility of the consultant to outline an efficient schedule to accomplish the required services.

h. Exceptions to this Request for Qualifications

The consultant shall certify whether or not it takes any exceptions to this RFQ, including, but not limited to, the sample Standard Professional Services Contract, which is attached as Exhibit “B”. Any and all such exceptions must be clearly identified in the SOQ. The identification of significant exceptions in a SOQ, as determined in the sole discretion of the County, may be cause for rejection of the consultant’s SOQ.

3. Selection Process

- a. All SOQ’s received by the specified deadline will be reviewed by a Consultant Selection Committee. Each member of the Committee will

evaluate each of the Statement of Qualifications according to the criteria stated in sub-paragraph h below.

b. Based upon the SOQ submitted, the Committee may select a short list of firms qualified for this project to participate in oral interviews.

c. Based upon the SOQ and any oral interview, the Committee will rank the finalists as to qualifications. The top ranked firm(s) will be the selected firm(s). The County may enter into contracts with more than one qualified firm. The County intends to select one or more qualified firms.

c. Consultants are advised that the County, at its option, may award a contract strictly on the basis of the SOQ, and not create a short list of firms or conduct oral interviews.

d. The Committee, or a representative, will enter into negotiations with the selected firm(s). The negotiations will cover: scope of work, contract schedule, contract terms and conditions, technical specifications, and fees. If the Committee or representative is unable to reach an acceptable agreement with the selected firm(s), the negotiations will be terminated, negotiations with the next ranked firm(s) will be initiated, or a new procurement process will be initiated with a revised scope of work.

e. After negotiating a proposed agreement, the County department will recommend to the Board of Supervisors that the County enter into the proposed agreement(s) with the selected firm(s), but the Board is not bound to accept the recommendation or approve the proposed agreement(s).

f. If one or more of the consultants is a local vendor as defined herein, said consultant(s) shall be entitled to a local vendor preference as herein described, provided: (i) said consultant(s) achieved a score of at least seventy percent (70%) during the initial scoring phase by the Selection Committee; and (ii) they were included in the short list of consultants for further consideration by the Selection Committee, if the Selection Committee elected to create a short list of SOQ's.

All local vendors meeting the above stated criteria shall have their final evaluation score increased by one rank for purposes of determining the Selection Committee's final selection for recommendation to the Board of Supervisors.

A local vendor is defined as a consultant who:

- 1) Has maintained a local office address within Kern County for the six months immediately prior to the issuance date of the RFQ; and

2) Employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Kern County, or if the business has no employees shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Kern County.

3) Will credit all sales taxes generated pursuant to the contract resulting from this RFP to its business location in Kern County.

This local vendor preference shall not apply to any contracts funded in whole or in part with federal or state funds which do not allow the use of local preferences, or any other contracts which are statutorily or otherwise precluded from the use of local preferences during the selection process.

h. The following is a list of general criteria that may be used by the Selection Committee in making its selection(s). **Please note that the Selection Committee may consider any information they deem relevant in making a selection(s), and may give each of the criteria considered as little or as much weight as they consider appropriate.**

1) Experience and Technical Competence:

- a) Relevant technical experience and duration
- b) Past successful performance on similar projects
- c) Merits of the five (5) projects highlighted in the SOQ (similar scope and size)
- d) Demonstrated ability to meet internal and external project Deadlines
- e) Litigation history

2) Methods Proposed to Accomplish Work:

- a) Operational/Organizational approach
- b) Technical procedures and team leadership standout qualities that will be incorporated into the overall project effort
- c) Innovative suggestions or procedures to simplify or lower projects cost

3) Knowledge and Understanding of the Local Environment:

- a) Experience with local regulatory agencies and their standards and requirements
- b) Kern County projects and/or work history

4) Project Organization and Key Personnel:

- a) Identification of consultant team members (and sub-consultants) including qualifications, experience, and licensing and/or certifications
- b) Level of involvement by firm's principal members
- c) Level of involvement by sub-consultants, including local

Vendors

- 5) Financial Responsibility, Budgeting, and Scheduling
 - a) Cost control techniques
 - b) Ability to complete the projects on time/within budget
 - 6) Any other factors the Selection Committee deems relevant.
- i. The County reserves the right to reject any and all SOQ's and to waive informalities and irregularities in any SOQ received. Absence of required information may render a SOQ non-responsive, in the sole discretion of the County, resulting in rejection of the SOQ.
 - j. The County may, during the evaluation process, request from any consultant additional information which the County deems necessary to determine the consultant's ability to perform the required services. If such information is requested, the consultant shall be permitted five (5) working days to submit the information requested.
 - k. An error in the SOQ may cause the rejection of that SOQ; however, the County may, in its sole discretion, retain the SOQ and make any corrections it deems appropriate. In determining if a correction will be made, the County will consider the conformance of the SOQ to the format and content required by the RFQ, and any unusual complexity of the format and content required by the RFQ. If the consultant's intent is clearly established based on review of the complete SOQ submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a consultant on any item in a SOQ that County believes to be in error, and make corrections accordingly.
 - l. The County reserves the right to select the SOQ which in its sole judgment best meets the needs of the County. The recommendation by the Selection Committee, and the final selection of a consultant by the Board of Supervisors, shall be based on any information and criteria the Selection Committee and Board consider relevant, which may include criteria not listed in sub-paragraph h above. **The schedule of costs is not a criteria for the initial selection(s) by the Selection Committee.**
 - m. All firms responding to this RFQ will be notified of their selection or non-selection in writing after the Selection Committee has completed the selection process. All consultants shall have seven days from the date of the notice to submit any additional information **not previously submitted** to the County for final consideration.

- n. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a SOQ which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a SOQ who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the SOQ.
- o. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to County employees, will be disqualified from the selection process.
- p. The process, procedures and evaluation criteria used by County staff and the Selection Committee in developing and issuing this RFQ and evaluating the SOQ's received for purposes of completing the selection process shall be determined in the sole discretion of the County. Potential consultants shall have no rights whatsoever regarding the processes and procedures used by the County relating to this RFQ or the manner in which a consultant is selected by either the Selection Committee or the Board of Supervisors, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

G. Solicitation Caveat

The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of a SOQ. **The County reserves the right to reject any or all SOQ's or portions thereof if the County determines that it is in the best interest of the County to do so.**

Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the consultant, in the sole discretion of the County. The County may waive **any** deviation in a SOQ. The County's waiver of a deviation shall in no way modify the RFQ requirements nor excuse the successful consultant from full compliance with any resultant agreement requirements or obligations.

H. Time

Time and the time limits stated in this RFQ are of the essence of this Request for Qualifications.

I. Form of Agreement

No agreement with the County is in effect until a contract has been signed by both parties. Attached to this RFQ as Exhibit "B" is a sample agreement which is in

substantially the form the successful consultant will be expected to sign. The final agreement may include the contents of this RFQ, any addenda to this RFQ, portions of the successful consultant's SOQ and any other modifications determined by the County to be necessary prior to its execution by the parties.

Until such time as the Evaluation Committee has completed its deliberative process and the matter has been set for consideration before the Board of Supervisors, the agreement and all documents and materials relating thereto, the negotiation and execution thereof, including, without limitation, the existence of the Agreement and the negotiations taking place between the parties, shall be confidential.

The sample agreement included in this RFQ is for informational purposes and should not be returned with a SOQ; however, the SOQ shall include a statement that the consultant has reviewed the sample agreement and either i) will agree to the terms contained therein if selected, or ii) indicate those specific provisions of the sample agreement to which the consultant takes exception and why. Raising of significant exceptions in a SOQ, as determined in the sole discretion of the County, may be cause for rejection of the consultant's SOQ.

The selected consultant(s) will be required to execute an agreement with the County for the services requested within 45 days of the award. If agreement on the terms and conditions of the contract that are acceptable to the County including, but not limited to, compensation, cannot be achieved within that timeframe, the County reserves the right to continue negotiations or to award the bid to another consultant and begin negotiations with that consultant.

Consultant must identify and provide contact information in their SOQ of the individual within their organization who is authorized to negotiate the terms and conditions of any agreement between consultant and County.

J. Modifications to Scope of Work

In the event that sufficient funds do not become available to complete all the services identified in this RFQ, the scope of services may be amended, as determined in the sole discretion of the County. The County may also, from time-to-time, request changes in and/or additions to the services to be provided by the successful consultant. Such changes, including any increase or decrease in compensation, which are mutually agreed upon by and between the County and the successful consultant, shall be incorporated into the contract prior to execution of the contract, and by written amendments thereto after execution.

K. News Releases

News releases pertaining to any award resulting from this RFQ may not be made without prior written approval of the Director of the Public Works Department.

L. Payment Schedule

Periodic payments will be made to the consultant upon submission of an invoice, based on a payment schedule to be developed and included in the final agreement for services.

M. Statutes and Rules

The terms and conditions of this RFQ, and the resulting consulting services and activities performed by the successful consultant, shall conform to all applicable statutes, rules and regulations of the federal government, the State of California and the County of Kern.

N. Background Review

The County reserves the right to conduct a background inquiry of each consultant that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and financial condition. By submitting a SOQ to the County the consultant consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the review.

II. SOQ INFORMATION AND REQUIREMENTS

A. General Instructions

To receive consideration, SOQ's shall be made in accordance with the following general instructions:

1. The completed SOQ shall be without alterations or erasures. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by an authorized representative of the consultant.
2. No oral, telephonic, telegraphic, e-mailed or faxed SOQ's will be considered.
3. The submission of a SOQ shall be an indication that the consultant has investigated and satisfied him/herself as to the selection process to be used by the County, the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County.
4. All SOQ's shall remain firm for one hundred and eighty (180) days from the SOQ submission deadline.

B. Business Address

Consultants shall furnish their business street address. Any communications directed either to the address so given, or to the address listed on the sealed SOQ container, and deposited in the U.S. Postal Service by Certified Mail, shall constitute a legal service thereof upon the consultant.

C. Corrections and Addenda

If a consultant discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFQ, the consultant shall immediately notify the Contact Person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFQ.

If a consultant fails to notify the Contact Person prior to the date fixed for submission of SOQ's of a known error in the RFQ, or an error that reasonably should have been known, the consultant shall submit a SOQ at their own risk, and if the consultant is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Addenda issued by the County interpreting or changing any of the items in this RFQ, including all modifications thereof, shall be incorporated in the SOQ. The consultant shall sign and date the Addenda Cover Sheet and submit same with the SOQ (or deliver them to the Public Works Department, 2700 M Street, Ste 400, Bakersfield, Ca 93301, Attn: Kerri Paulson, if the consultant has previously submitted a SOQ to the department).

Any oral communication by the County's designated Contact Person or any other County staff member concerning this RFQ is not binding on the County and shall in no way modify this RFQ or the obligations of the County or any consultants.

D. SOQ SUBMITTAL REQUIREMENTS

Six copies of the SOQ shall be submitted to the address indicated below. SOQ's submitted by email or facsimile are not acceptable and will not be considered.

Kern County General Services Division
1115 Truxtun Ave., 3rd Floor
Bakersfield, CA 93301
Telephone (661) 868-3000

SOQ's may be delivered in person, by courier service or by mail to the address indicated above. ALL SOQ's MUST BE SEALED AND RECEIVED BEFORE 11:00 A.M. on Tuesday, March 26, 2026, at the above office and address. SOQ's submitted after the above deadline will not be accepted. It is strongly suggested that any consultants intending to hand deliver a SOQ on the last day for

submission arrive at the General Services Division third floor main lobby at least ten (10) minutes prior to the SOQ receipt deadline to receive a “test” time stamp to validate the official current time. The time stamp clock in the main lobby of General Services will be the official time. Any SOQ received at or after 11:00 a.m. will be returned unopened.

Only one (1) SOQ may be submitted from each consultant. For purposes of this RFQ, a consultant is defined to include a parent corporation of the consultant and any other subsidiary of that parent corporation. If a consultant submits more than one (1) SOQ, all SOQs from that consultant shall be rejected.

SOQ’s are not publicly opened.

E. Withdrawal and Submission of Modified SOQ

A consultant may withdraw a SOQ at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the consultant or his/her authorized agent. The consultant must, in person, retrieve the entire sealed submission package. Another SOQ may be submitted prior to the deadline. A SOQ may not be changed after the designated deadline for submission of SOQ’s.

F. Confidential Information:

Proposers are cautioned that because the County is a public entity, materials designated as “confidential” may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary.

IF CONFIDENTIAL INFORMATION IS SUBMITTED:

1. ALL CONFIDENTIAL INFORMATION MUST BE STAMPED WITH A “CONFIDENTIAL” WATERMARK AND PLACED IN A SEPARATE TABBED SECTION #9 OF THE RFP MARKED “CONFIDENTIAL”.
2. Any documents labeled “CONFIDENTIAL” shall include the following statement signed and placed on the first page of the CONFIDENTIAL material:

“_____ (legal name of proposer) shall indemnify, defend and hold harmless the County of Kern, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this Proposal that

(legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.”

By: _____ Date: _____

Confidential information as discussed in this section II.D.9 may include:

Technical Information

- (i) Any trade secret, know-how, invention, software program, application, documentation, schematic, procedure, contract, information, knowledge, data, process, technique, design, drawing, program, formula or test data, work in progress, engineering, manufacturing, marketing, financial, sales, supplier, customer, employee, investor, or business information;
- (ii) Any non-public business information, including, without limitation, personnel data; correspondence with governmental agencies; historical customer information and data; historical cost information such as budgets and operating expenses and capital costs; and projected capital additions and operating cost information;

Financial Information

- (i) financial statements, business plans, strategic plans, proprietary market information, analyses, compilations and any other strategic, competitively sensitive or proprietary information shared between the parties as a result of the discussions contemplated by this Agreement;

Business Development-Related Information

- (i) All trade secrets or proprietary information protected as intellectual property that relates to the business of the Vendor and is not generally available to the public, or generally known in the industry;
- (ii) Customers' identities and requirements, customer lists, suppliers' identities and products, pricing information, product price discount information, manufacturing processes and procedures, new product research, financial information not generally available to the public; and

Any techniques, know how, processes or combinations thereof, or compilations of information, records and specifications, utilized or owned by the vendor regarding business development,

marketing, pricing, business methods, strategies, financial or other analyses, policies or business opportunities.

G. Disposition of SOQ's and Proprietary Data

All materials submitted in response to this RFQ become the property of the County. Any and all SOQ's received by the County shall be subject to public disclosure and inspection, except to the extent the consultant designates trade secrets or other proprietary data to be confidential, after the Selection Committee has completed its deliberative process and either the consultant has been informed that they are not the vendor selected by the Selection Committee, or the matter has been set for consideration before the Board of Supervisors, whichever comes first.

Material designated as proprietary or confidential shall accompany the SOQ and each page shall be clearly marked and readily separable from the SOQ in order to facilitate public inspection of the non-confidential portion of the SOQ. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. The County will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the SOQ's.

Exhibit A

I. BACKGROUND

The Public Works Department (Department) is an administrative agency of the County of Kern, California. The Department works to protect the health and safety of the public and enhance the quality of life by providing environmentally safe management of public works facilities.

The Department presently operates seven active Class III sanitary landfills and maintains eight inactive Class III sanitary landfills in various phases of construction and closure. Three of the landfills have liner systems; the remaining are unlined.

The landfills are regulated by Waste Discharge Requirements (WDRs) issued by the Lahontan and Central Valley Regional Water Quality Control Boards. Primary regulatory oversight is governed by the California Department of Resources, Recycling and Recovery (CalRecycle); the Lahontan and/or Central Valley Regional Water Quality Control Boards (RWQCB); Kern County Environmental Health Services Department (as the Local Enforcement Agency for CalRecycle); Kern County Planning Department; San Joaquin Valley Unified Air Pollution Control District (SJVUAPCD) and Kern County Air Pollution Control District. The Department's personnel conducts sampling and monitoring as required by the WDRs and prepares self-monitoring reports.

The environmental monitoring systems at the Department's landfill waste sites include approximately 192 groundwater monitoring wells, 57 lysimeters and 276 soil gas single and multi-level monitoring probes. Some waste sites have shown no evidence of a release of landfill gas or leachate to the unsaturated zone or groundwater; however, some of the sites have had releases.

Eight of the landfills have active landfill gas (LFG) collection systems and two landfills have a passive venting system. The active systems include three candlestick flares, five enclosed flares and one carbon adsorption system. The Department utilizes both vertical and horizontal extraction wells. Five of the landfills fall under NSPS/EG regulations and Title V of the Clean Air Act. Permits for the LFG systems have been obtained from the San Joaquin Valley Unified Air Pollution Control District and the Kern County Air Pollution Control District. The Department's personnel conduct all LFG system operations, maintenance, sampling, monitoring and preparation of self-monitoring reports as required by the local Air District permits.

The Department also maintains bin sites and transfer stations where waste may be collected for subsequent transfer to active landfills. In addition, it is responsible for numerous historic burn dump sites located throughout Kern County. As each site is developed, closed or remediated, formerly undisturbed land may be excavated

II. DESIRED OBJECTIVE(S)

The Department is seeking qualified Engineering Consultants to provide “as needed, when called” professional engineering services for multiple environmental planning, monitoring and compliance programs at County landfill facilities in accordance with the combined State Water Resources Control Board (SWRCB) and California Department Of Resources, Recycling and Recovery (CalRecycle) requirements of Title 27 of the California Code of Regulations (Title 27), Title V of the Clean Air Act (Title V), local Kern County Air Pollution Control District regulations and permit requirements (APCD), State of California and Federal air regulations, the California Environmental Quality Act (CEQA), California Department of Fish and Game (CDFG) regulations, and United States Fish and Wildlife (USFWS) regulations.

III. CONTRACT TERM AND FEE RATE SCHEDULE

The term of the engineering consultant’s contract with the Department shall be FIVE (5) years. The proposal shall include a current fee-rate schedule for professional services. The Department prefers a set price or hourly rate for the entire term of the contract. The fee rate schedule should include all expenses that will be charged to the Department including but not limited to costs for shipping, insurance, communications, documentation reproduction, travel, taxes, etc. The fee rate schedule for professional services shall be fixed for the length of the contract period and non-negotiable.

Services performed based on time and reimbursable expenses will be compensated according to the Consultant’s fee rate schedule reference. The maximum amount payable to consultant for all tasks to be completed, and all costs and expenses incurred by Consultant under the contract shall not exceed \$2,000,000 per consultant.

IV. BUSINESS AND/OR WORK ENVIRONMENT

Active, inactive and closed Class III sanitary landfills in different phases of construction, closure and maintenance, bin sites and transfer stations are located throughout the Kern County. This includes but is not limited to the following Cities and townships: Bakersfield, Taft, Shafter, Wasco, McFarland, Delano, Buttonwillow, Glenville, Lost Hills, Tehachapi, Ridgecrest, Mojave, Lorraine-Twin Oaks, Lebec, Kernville, Boron, and Arvin.

The current operational days and hours of operation for all facilities vary by site. In general, current operating days and hours for the facilities are between five and seven days per week, ranging from 7:00 AM to 4:00 PM. The consultant shall be required to notify the Department at least 48 hours in advance prior to any site visit to any facility.

Consultant shall have the means necessary to travel to all sites located in the vast area of Kern County for site investigations, Construction Quality Assurance, technical studies, environment and geotechnical analyses, testing, sampling, and any additional service requested by the Department.

V. DESCRIPTION AND SCOPE OF WORK

The scope of work for the specialized professional engineering services required, include but are not limited to the following. The location of the services to be performed includes active, inactive and closed Class III sanitary landfills in different phases of construction, closure and maintenance, bin sites and transfer stations. The Department, at its option, may contract with multiple consultants to provide all or a portion of the scope of work.

- Prepare, review and modify public works facilities Master Development Plans (MDP). MP are to provide preliminary and ongoing guidance on planning, permitting, design, construction, environmental monitoring, and operation of landfill expansion(s) or closure(s). The MDP project(s) will provide a framework that will ensure effective and efficient regulatory compliance during these processes.
- Conduct geological assessments and soil design investigations of active, inactive and closed landfill sites.
- Prepare plans and specifications (construction documents) for construction of active and closed sites.
- Prepare liner construction documents, Construction Quality Assurance (CQA) Plans and Services.
- Furnish field quality control services and reports as required by regulators, primarily the Regional Water Quality Control Board.
- Assist in negotiations and special reports to the Regional Water Quality Control Board.
- Perform field quality control and reporting services for landfill cover repairs and modifications, if necessary.
- Perform other associated professional services such as ancillary facility design, special inspections, investigations, bid review, alternative cost studies, and professional peer review.
- Prepare Final Fill Plans.
- Prepare Final Closure and Post closure Maintenance Plans and supporting technical geotechnical documentation for the Closure of various landfill sites, including:
 - a) Hydrologic Evaluation for Surface Water Management System Design Improvements.
 - b) Lateral Extent and Edge of Waste Studies.
 - c) Static and Seismic Stability Evaluation, including Seismic Hazard Evaluation.
- Prepare final cover construction documents, CQA Plans and Services, for landfill closure construction.
- Perform professional services related to the design, operation, maintenance and destruction of water supply systems.
- Peer review and modification of existing plans and environmental control systems as necessary per direction from the Department.
- Prepare Cover Performance Evaluation report, design, construction, CQA and monitoring for landfill test pads.
- Prepare Burn Dump remediation maintenance plans, as needed.
- Prepare reviews and perform analysis of current and future waste facility operations or recycling programs.
- Perform transfer station throughput analysis and cost studies for

various waste streams.

- Prepare design, construction, and CQA plans for new or transfer station expansion.
- Prepare all documentation necessary to initiate, process, review and ultimately obtain certification of a Program/Project Environmental Impact Report that will environmentally clear approval and implementation of County projects in compliance with the California Environmental Quality Act (CEQA). Such documentation shall include initial studies, notices, mailings, technical reports, exhibits, draft and final environmental documents, including EIR(s), findings and other documentation, and studies as required in completing the CEQA process.
- Prepare all documentation necessary to initiate, process, review, and ultimately obtain all necessary surface water permits for the National Pollution Discharge Elimination Systems (NPDES) federal regulations, State Water Board regulations, and/or other jurisdictional authority.
- Perform other work for Projects and Services as directed by the Department.
- Provide other ancillary professional services in the areas of civil, geotechnical, environmental, structural, electrical, and mechanical engineering as requested by KSA.

VI. AS NEEDED WHEN CALLED PROFESSIONAL ENGINEERING SERVICES

The consultant will provide professional engineering services on an “as needed, when called” basis and not for an existing specific project. When professional services are required, the consultant and the Department will enter into a Work Authorization Form (Exhibit C) for a specific project.

The exact nature, scope, deliverables, budget, and schedule for each project’s professional services shall be mutually developed, negotiated, and placed in writing as mutually agreed, and described in the Work Authorization Form.

The consultant shall be prepared to start work within three (3) days of the Department’s signed authorization to proceed and shall complete work within allotted time specified by the Department in the Work Authorization Form.

The consultant shall conform to the project specifications outlined by the Department and shall comply with all Federal, State and County regulations, mandates and codes for all services.

Periodic payments will be made to the Consultant upon submission of an invoice, based on payment scheduled to be developed and included in the final Work Authorization Form.

VII. DELIVERABLES

Consultants shall provide swift turn around on final reports, studies, calculations, drawings on a variety of technical queries in both hard copy and electronic versions, and any additional specialized services as mutually negotiated in the final Work Authorization Form. The Consultants shall be aware that deliverables to the Department will vary per service.

The electronic copy shall be in the latest version of Microsoft Office, and/or AutoCAD Civil 3D format, as necessary and directed by the Department. It shall be mandatory for the consultant to include all associated background information used for reports and/or studies, calculations, technical assumptions, cost data, regulatory compliance stipulations, charts, spreadsheets, projections, shop drawings, catalog sheets, etc.

VIII. CONSULTANT LICENSING, CERTIFICATIONS & QUALIFICATIONS

The consultant shall conform to all applicable statutes, rules and regulations of the Federal Government, the State of California, and the County of Kern.

The consultant shall have employed at least one (1) Civil Engineer professional registered with the Board of Professional Engineers, Land Surveyors, and Geologists of the State of California. Consultant shall have a minimum of five (10) years' experience in professional engineering and shall be capable of providing the services outlined in the scope of work. Additional engineering licenses shall include but not be limited to the following engineering disciplines:

- Geotechnical Engineering
- Environmental Engineering
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering

Registered Professional Engineer Licenses shall be current with all requirements and with no pending disciplinary actions, citations, complaints, and/or criminal actions.

It shall be the responsibility of the Consultant to comply with all health and safety guidelines and regulations pertaining to any project. Proper personal protective equipment and other health and safety procedures shall be carried out by the Consultant at their own cost and expense.

IX. SUB-CONSULTANTS

Consultant may employ, at Consultant's own expense, qualified subconsultants in the various aspects of the services to be provided. If subconsultants are engaged, the Department shall be advised in writing of their selection. Department approval shall be required prior to sub-contractor commencing work. It shall be the responsibility of any other sub-consultant retained by consultant to comply with all the terms of the contract between Consultant and the Department, and conform to all applicable statutes, rules and regulations of the Federal Government, the State of California, and the County of Kern during the performance of work.

Notwithstanding the designation of Consultant or Sub-consultant as having the lead or support role in any of the listed tasks, it shall remain the responsibility of consultant to ensure that all tasks are performed as required by the contract.

All inquiries during the term of this Contract will be directed to the project representative identified below:

Local Agency Administrative Coordinator:

Name: Jeff Davis
Phone: 661-384-2906
E-mail: davisjeff@kerncounty.com

Consultant Project Manager:

Name: Brandon Fontes
Phone: 661-862-8975
E-mail: fontesb@kerncounty.com

EXHIBIT B

AGREEMENT FOR _____

(Kern County – CONSULTANT)

THIS AGREEMENT, made and entered into this _____ (“**Effective Date**”), is between the COUNTY OF KERN, a political subdivision of the State of California, (“**COUNTY**”), as represented by the Public Works Department, located at 2700 M Street, Suite 400, Bakersfield, California 93301 and _____, (“**CONSULTANT**”), whose principal place of business is located at _____.

WHEREAS, Government Code Sections 31000 and 53060 permit the County Board of Supervisors to contract for the furnishing of special services with individuals specially trained and experienced and competent to perform those services; and

WHEREAS, COUNTY issued a Request for Qualifications and CONSULTANT submitted a proposal concerning Surveying Consultant Services as needed for various projects, as specified in the attached Exhibit “A” and incorporated herein by reference; and

WHEREAS, CONSULTANT has submitted a cost proposal in response to the COUNTY’s Request for Qualifications, and said proposal is attached as Fee Schedule and incorporated herein by referenced; and

WHEREAS, CONSULTANT has represented that they have the qualifications, experience, and facilities for doing the type of work herein contemplated and has offered to provide the required services on the terms set forth herein; and

WHEREAS, COUNTY desires to engage CONSULTANT to provide the services described in Exhibit “A” on the terms set forth herein; and

NOW, THEREFORE, COUNTY and CONSULTANT, for good and valuable consideration, do hereby enter into this Agreement which specifies the terms and conditions by which COUNTY shall procure services from CONSULTANT as follows:

1. **Scope of Work:**

CONSULTANT shall competently and thoroughly provide the Services in COUNTY’s Request For Qualifications, as provided in CONSULTANT’s Statement of Qualifications, as described in Exhibit “A”. CONSULTANT’s services shall include all the procedures necessary to properly complete the tasks called upon to perform, whether specifically included in the Scope of Services or not.

2. **Performance Period:**

This contract shall go into effect on (DATE), contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY’S Contract Administrator. The contract shall end on (DATE), unless extended by contract amendment.

CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

3. Allowable Costs and Payments:

CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal. These rates are not adjustable for the performance period set forth in this Contract.

Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

CONSULTANT shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Work Authorization Form number. Credits due COUNTY that include any equipment purchased under the provisions of Section 18, Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY at the following address:

Kern County Public Works Department
Attn: Finance
2700 M Street, Suite 400
Bakersfield, CA 93301

The total amount payable by COUNTY from this contract shall not exceed \$ (amount to be determined).

COUNTY shall pay CONSULTANT, subject to prior COUNTY approval, reasonable travel expenses at rates not exceeding the rates COUNTY reimburses its own employees. Said travel expenses shall be billed on a monthly basis.

4. Change in Terms:

This contract may be amended or modified only by mutual written agreement of both parties.

CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY.

5. **Indemnification:**

A. General: CONSULTANT agrees to indemnify, defend and hold harmless COUNTY and COUNTY's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives ("County Indemnified Parties") from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by COUNTY, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of CONSULTANT or CONSULTANT's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of COUNTY; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of CONSULTANT by any person or entity.

B. Patent Infringement: If any claim is asserted or action or proceeding brought against COUNTY which alleges that all or any part of the services or products in the form supplied by CONSULTANT and any subconsultant or COUNTY's use thereof, infringes or misappropriates any United States or foreign patent of copyright, or any trade secret or other proprietary right, COUNTY shall give CONSULTANT prompt written notice thereof. CONSULTANT shall defend any such claim or action with counsel of CONSULTANT's choice and at CONSULTANT's expense and shall indemnify COUNTY for any costs, including reasonable attorney's fees and damages actually incurred by COUNTY in connection therewith, including steps COUNTY may take to avoid entry of any default judgment or other waiver of COUNTY's rights. COUNTY shall cooperate fully with and may monitor CONSULTANT in the defense of any claim, action or proceeding and will make employees available as CONSULTANT may reasonable request with regard to such defense, subject to reimbursement by CONSULTANT of all costs and expenses occasioned by COUNTY's cooperation in such defense.

This indemnity does not extend to modifications or additions to the services or products made by COUNTY or any third party without written consent of CONSULTANT, or to any unauthorized use of the services or products by COUNTY.

If the services or products are, in CONSULTANT's opinion, likely to become or do become the subject of a claim of infringement or misappropriation of a United States or foreign patent, copyright, trade secret or other proprietary right, or if a temporary restraining order or other injunctive relief is entered against the use of part or all of the services or products, CONSULTANT shall within ninety (90) days:

- 1) **Replace:** Promptly replace the services or products with compatible, functionally equivalent and non-infringing services or products;

- 2) **Modify:** Promptly modify the services or products to make them non-infringing without materially impairing COUNTY's ability to use the services or products as intended;
- 3) **Procure Rights:** Promptly procure the right of COUNTY to continue using the services or products; or
- 4) **Refund:** As a last resort, if none of the foregoing alternatives are reasonably available to CONSULTANT and COUNTY is enjoined or otherwise precluded legally from using the services or products, CONSULTANT will within 120 days of the judgment or other court action promptly refund to COUNTY all fees and costs paid for the services or products under this Agreement and amendments thereto whereupon this Agreement shall terminate. All determined by COUNTY if the court does not so direct.

C. **Survival of Indemnification Provisions:** Upon completion of this Agreement, the provisions of this Section 5 shall continue to survive.

6. **Insurance:**

CONSULTANT shall secure and maintain insurance as described below in order to protect COUNTY and County Indemnified Parties against all claims and liability for death, injury, loss and damage as a result of CONSULTANT's actions in connection with the performance of CONSULTANT's obligations, as required in this Agreement. CONSULTANT shall not perform any work under this Agreement until CONSULTANT has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by COUNTY. CONSULTANT shall pay any deductibles and self-insured retentions under all required insurance policies.

A. **Workers' Compensation and Employer's Liability Insurance Requirement:**

In the event CONSULTANT has employees who may perform any services pursuant to this Agreement, CONSULTANT shall submit written proof that CONSULTANT is insured against liability for workers' compensation in accordance with the provisions of Section 3700 of the Labor Code.

CONSULTANT shall require any sub-contractors to provide workers' compensation for all of the sub-contractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by CONSULTANT. If any class of employees engaged in work or services performed under this Agreement is not covered by Labor Code Section 3700, CONSULTANT shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

CONSULTANT shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

B. **Liability Insurance Requirements:**

1) **Types of Liability Coverage:** CONSULTANT shall maintain in full force and effect, at all times during the term of this Agreement, the following types of liability insurance:

a) **Commercial General Liability Insurance,** including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), Products Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of work under this Agreement. Said insurance coverage shall have minimum limits for Bodily injury and Property Damage liability of two million dollars (\$1,000,000) each occurrence and four million dollars (\$2,000,000) aggregate.

b) **Automobile Liability Insurance,** against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with minimum limits for Bodily Injury and Property Damage of one million dollars (\$1,000,000) each occurrence.

c) **Professional Liability (Errors and Omissions) Insurance,** for liability arising out of, or in connection with, the performance of all required services under this Agreement, with limits of not less than one million dollars (\$1,000,000) each occurrence.

2) **Endorsements:** The required Commercial General Liability and Automobile Liability Insurance shall include an endorsement naming COUNTY and County Indemnified Parties as additional insureds for liability arising out of this Agreement and any related operations. The endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

3) **Claims-Made Insurance:** If any of the insurance coverages required under this Agreement is written on a claims-made basis, CONSULTANT, at CONSULTANT's shall either (i) maintain said coverage for at least one (1) year following the termination of this Agreement with coverage extending back to the effective date of this Agreement; or (ii) purchase an extended reporting period of not less than one (1) year following the termination of this Agreement.

4) **Proof of Insurance:** Prior to CONSULTANT commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the COUNTY by Certificate of Insurance. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above. The required documents must be signed by the authorized representative of the insurance company shown on the certificate and bear a notation evidencing payment of the premium if so requested. Upon request, Consultant shall supply proof that the designated person is an authorized representative, and is authorized to bind the named underwriter(s) and their company to the stated coverage, limits and termination provisions.

C. **Cancellation of Insurance:**

The above stated insurance coverages required to be maintained by CONSULTANT shall be maintained until the completion of all of CONSULTANT's obligations under this Agreement. Each insurance policy supplied by CONSULTANT shall include an endorsement

providing that they shall not be terminated, suspended, voided, canceled, non-renewed or reduced in coverage or in limits without 10 days prior written notice to COUNTY in the case of non-payment of premiums, or 30 days prior written notice in all other cases. This notice requirement does not waive these insurance requirements. CONSULTANT shall immediately obtain replacement coverage for any insurance policy that is terminated, suspended, voided, canceled, reduced in coverage, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

D. Insurer Rating:

All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum of a "A-, VII" rating. Any exception to these requirements must be approved by the County Risk Manager.

E. Self-Insurance Pool:

If CONSULTANT is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, CONSULTANT shall provide coverage equivalent to the required insurance coverages and endorsements. COUNTY will not accept the coverages unless the County Risk Manager determines, in its sole discretion and by written acceptance, that the coverages proposed to be provided by CONSULTANT are equivalent to the required coverages. Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to COUNTY and must be approved in writing by the County Risk Manager.

F. Primary Coverage/Waiver of Subrogation:

All insurance carried by CONSULTANT shall be primary to and not contributing to any insurance or self-insurance maintained by COUNTY. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against COUNTY.

G. Coverage Not A Waiver to Indemnification:

Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise under any applicable law.

H. Material Breach/Failure to Maintain Required Insurance:

Failure by CONSULTANT to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by CONSULTANT. COUNTY, at its sole option, may terminate this Agreement and obtain damages from CONSULTANT resulting from said breach. Alternatively, COUNTY may purchase such required

insurance coverage, and without further notice to CONSULTANT, COUNTY shall deduct from sums due to CONSULTANT any premiums and associated costs, CONSULTANT agrees to reimburse COUNTY for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by COUNTY to take this alternative action shall not relieve CONSULTANT of its obligation to obtain and maintain the insurance coverages required by this Agreement.

7. Termination:

COUNTY reserves the right to terminate this contract upon thirty (30) calendar days' written notice to CONSULTANT with the reasons for termination stated in the notice.

COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

8. Notices:

All notices required or provided for in this Agreement shall be provided to the Kern County Public Works Department at 2700 "M" Street, Suite 400, Bakersfield, California 93301 and to the CONSULTANT at _____. Delivery shall be by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified herein above. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by leaving such notice with the receptionist or other person of like capacity employed in Consultant's office, or the receptionist for the Kern County Public Works Department.

9. Representations:

CONSULTANT makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

- a. CONSULTANT has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and
- b. CONSULTANT does not have any actual or potential interests adverse to COUNTY nor does CONSULTANT represent a person or firm with an interest adverse

to COUNTY with reference to the subject of this Agreement; and

c. CONSULTANT shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

10. Cost Principles and Administrative Requirements:

- a. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 *et seq.* shall be used to determine the cost allow ability of individual items.
- b. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and local governments.
- c. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 *et seq.*, are subject to repayment by CONSULTANT to COUNTY.
- d. These provisions also apply to all subcontracts in excess of \$25,000.

11. Disputes:

If CONSULTANT has any dispute concerning a question of fact arising under this Agreement, CONSULTANT shall provide COUNTY with written notification of the dispute and supporting documentation within 30 days of the claimed action, or inaction, creating the dispute. In no event shall CONSULTANT submit a claim later than 30 days after completion of all deliverables required under this Agreement. CONSULTANT's failure to provide timely notice and support for a dispute shall act as a waiver to the claim. The pendency of a dispute shall not excuse CONSULTANT from fully and timely performing in accordance with the terms of this Agreement.

12. Work Place Safety:

CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for

safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

13. Inspection of Work:

CONSULTANT and any subconsultant shall permit COUNTY, (and state and federal officials if federal participating funds are used in this contract) access to review and inspect the project activities and files at all reasonable times during the term of this Agreement including review and inspection on a daily basis.

14. Audit, Inspection and Retention of Records:

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT and any subconsultant agrees to maintain and make available to COUNTY accurate books and records relative to all its activities under this Agreement. CONSULTANT and any subconsultant shall permit COUNTY to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, and records of personnel or other data related to all other matters covered by this Agreement. CONSULTANT and any subconsultant shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon COUNTY herein.

This provision shall also apply to all subcontracts in excess of \$25,000.

15. Audit Review Procedures:

Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY

Not later than 30 days after the issuance of a final audit report, CONSULANT may request a review by the COUNTY of any unresolved audit issues so long as the request is provided in writing.

Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this Agreement

16. Subcontracting:

Nothing contained in this contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to the County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY'S obligation to make payments to the CONSULTANT.

Except as identified in this Agreement, CONSULTANT shall perform all of the work contemplated in this Agreement with resources available within its organization and no portion of the work pertinent to this Agreement shall be subcontracted without express written authorization from the COUNTY, except that, which is expressly identified in the approved Cost Proposal. Any subcontract entered into as a result of this Agreement shall be approved by the COUNTY and it shall include certain required provisions which apply to work and funding sources of this type. Any substitution of subconsultant must be approved in writing by COUNTY prior to the start of work by subconsultant.

CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.

17. Confidentiality of Data:

All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY's written permission.

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

of this section.

18. Ownership of Data:

Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.

It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to these projects, or for the completion of these projects by other, except only such use as may be authorized in writing by CONSULTANT.

Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 – Patent Rights under Government Contracts for federal-aid contracts).

COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the above provisions.

19. Rights to Contracted Products:

For no additional fee or charge, products developed, prepared, generated or gathered by CONSULTANT or CONSULTANT's employees or subcontractors pursuant to this Agreement, but not including CONSULTANT's original licensed software or administrative communications and records which shall remain the exclusive property of CONSULTANT, shall be considered creative works for hire and shall be delivered to and become the exclusive property of the COUNTY and may be used by COUNTY in any way it may deem appropriate. CONSULTANT shall thereafter have no rights whatsoever in such products, except the right to use such products for the exclusive purpose of providing services to COUNTY under this Agreement, and CONSULTANT shall not copy or disclose to any third party any such product or any portion thereof, except as is expressly set forth in this Agreement or by separate written agreement between the parties.

The ideas, concepts, expertise, or techniques developed during the course of this Agreement may be used by COUNTY in any way it may deem appropriate, so long as that use does not violate any term in this Agreement or any state or federal law or regulation.

CONSULTANT or CONSULTANT's assigned employees or subcontractors shall not publish or disseminate information gained through participation in this Agreement without specific prior review and written consent by the COUNTY.

Upon termination or expiration of this Agreement, CONSULTANT shall immediately deliver to COUNTY any COUNTY owned programs any documentation developed pursuant to this Agreement. In addition, CONSULTANT grants to COUNTY a perpetual, royalty-free, non-exclusive, irrevocable, and non-transferable license to use, solely for COUNTY purposes, any CONSULTANT owned program, including system software, utilized by CONSULTANT in performance of this Agreement.

Upon completion of this Agreement, the provisions of this Section shall continue to survive.

20. Compliance with Law:

CONSULTANT shall observe and comply with all applicable County, State and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

21. Conflict of Interest:

CONSULTANT is aware of the Conflict of Interest laws in the State of California including, but not limited to, the provisions of Section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code. CONSULTANT agrees that they are unaware of any financial or economic interest of any public officer or employee of the COUNTY in relation to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the COUNTY may immediately terminate this Agreement by giving written notice thereof and the COUNTY may seek any other remedy provided in law. CONSULTANT shall comply with the requirements of Government Code Section 87100 *et seq.* during the term of this Agreement.

CONSULTANT hereby certifies under penalty of perjury that it does not have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this Agreement, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement, and any ensuing County construction projection which will follow.

CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with

CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

22. Non-Collusion Unlawful Consideration Covenant:

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

23. Covenant Against Contingent Fees:

CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT; to solicit or secure this Agreement; and that CONSULTANT has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability, or at its discretion; to deduct from the Agreement compensation or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

24. Lobbying Prohibition:

In the event the compensation provided for in this Agreement including any amendment hereto cumulatively becomes \$150,000 or more, CONSULTANT certifies to the best of his or her knowledge and belief that:

- A. No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee or agent of any state or federal agency; a Member of the State Legislature or the United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any state or federal contract, grant loan or

cooperative agreement.

- B. In any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee or any federal agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with this federal contract, grant, loan or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with instructions.
- C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

25. National Labor Relations Board Certification:

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final non-appealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

26. Evaluation of Consultant:

CONSULTANT understands the COUNTY is required to evaluate the CONSULTANT's performance in writing. A copy of the evaluation will be sent to CONSULTANT and copy of the evaluation along with any comments of the CONSULTANT will be retained for the file.

27. Negation of Partnership:

In the performance of all services under this Agreement, CONSULTANT shall be, and acknowledges that CONSULTANT is, in fact and law, and independent CONSULTANT and not an agent or employee of the COUNTY. CONSULTANT has and retains the right to exercise full supervision and control of the manner and methods of providing services to COUNTY under this Agreement. CONSULTANT retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting CONSULTANT in the provision of services under this Agreement. With respect to Consultant's employees, if any, CONSULTANT shall be solely responsible for payment of wages, benefits and other compensation, compliance with all

occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

28. No Authority to Bind County:

It is understood that CONSULTANT is an independent contractor and CONSULTANT shall have no authority to bind the COUNTY to any agreements or undertakings.

29. No Third Party Beneficiaries:

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement, shall be strictly reserved to COUNTY and CONSULTANT. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of COUNTY and CONSULTANT that any such person or entity, other than COUNTY or CONSULTANT, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

30. Assignment:

CONSULTANT shall not assign, sublet or transfer this Agreement, or any part hereof. CONSULTANT shall not assign any monies due or which become due to CONSULTANT under this Agreement without the prior express and written approval of the COUNTY.

31. Sole Agreement:

This document, including the attachments hereto, contains the entire agreement of the parties relation to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

32. Modifications of Agreement:

This Agreement may only be modified by written amendment signed by the parties in interest at the time of the modification. CONSULTANT shall only commence any work covered by an amendment after the amendment is executed and written notification to proceed has been provided by the COUNTY.

33. Non-waiver:

No covenant or condition of this Agreement can be waived except by the express written consent of COUNTY. Forbearance or indulgence by COUNTY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by CONSULTANT. COUNTY

shall be entitled to invoke any remedy available to COUNTY under this Agreement or by law or in equity despite said forbearance or indulgence.

34. Enforcement of Remedies:

No right or remedy herein conferred on or reserved to COUNTY is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

35. Nondiscrimination:

The applicable provisions of the Fair Employment and Housing Act (Government Code Section 12990 et seq.) and the applicable regulations promulgated thereunder are incorporated into this Agreement and made an a part hereof as if set forth in full.

CONSULTANT hereby states under penalty of perjury that Consultant has, unless exempted, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

During the performance of this Agreement, CONSULTANT and its officers, agents, employees, or subcontractors shall not discriminate, harass, or allow harassment against any employee, applicant for employment, individual, or groups of individuals, because of sex, sexual orientation, race, ancestry, color, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g. cancer), age, marital status, denial family care leave or any other classification protected by law, either directly, indirectly or through contractual or other arrangements. CONSULTANT and sub-consultants shall ensure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and sub-consultants shall comply with the applicable provisions of the Fair Employment and Housing Act (Government Code Section 12990 et seq.) and the applicable regulations promulgated thereunder which are hereby incorporated into this Agreement and made an a part hereof as if set forth in full. CONSULTANT and sub-consultants shall give written notice of their obligations under this clause to any labor organizations with which they have a collective bargaining or other Agreement.

The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

The CONSULTANT, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race,

color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

The CONSULTANT shall include this nondiscrimination clause and the compliance provisions in all subcontracts.

36. Debarment and Suspension Certification:

CONSULTANT hereby states under penalty of perjury that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)" which certifies that CONSULTANT, or any person associated with them in the capacity of owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency and has not been suspended debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending and has not been indicted convicted or had a civil judgment rendered against them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.

Exceptions will not necessarily result in denial of recommendation for award, but they will be considered in determining Consultant responsibility. Disclosers must indicate to whom exceptions apply, initiating agency and dates of action.

Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

37. State Prevailing Wage Rates:

CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1771, and all Federal, State, and local laws and ordinances applicable to the work.

When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

38. Immigration Reform and Control Act:

CONSULTANT acknowledges that CONSULTANT, and all subcontractors hired by CONSULTANT to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). CONSULTANT is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by CONSULTANT to

perform services under this Agreement are in compliance with the IRCA. In addition, CONSULTANT agrees to indemnify, defend and hold harmless the COUNTY, its agents, officers and employees, from any liability, damages or causes of action arising out of or relation to any claims that Consultant's employees, or the employees of any subcontractor hired by CONSULTANT, are not authorized to work in the United States for CONSULTANT or its subcontractor and/or any other claims based upon alleged IRCA violations committed by CONSULTANT or Consultant's subcontractor(s).

39. Signature Authority:

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

40. Counterparts:

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

41. Captions and Interpretation:

Section headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. This Agreement is the product of negotiation and both parties are equally responsible for its authorship. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision and Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

42. Severability:

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

43. Choice of Law/Venue:

The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California and the venue of any action relating to this Agreement shall be in the County of Kern.

44. Time of Essence:

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

WHEREFORE, IN WITNESS HEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of such signature duly authorized by all necessary and appropriate corporate and public action to execute this Agreement.

COUNTY OF KERN

APPROVED AS TO CONTENT
Kern County Public Works

By: _____
Chairman
Board of Supervisors

By: _____
Joshua Champlin, Director

APPROVED AS TO FORM
Office of County Counsel

CONSULTANT

By: _____
Joshua H. Rudnick, Deputy

By: _____