



**COUNTY OF KERN
DEPARTMENT
OF
AIRPORTS**

**REQUEST
FOR
QUALIFICATIONS**

To provide airport
planning,
environmental,
airport engineering
and
project
management
services

April 6, 2026

11:00 a.m.

**KERN
COUNTY**

YOUR GATEWAY TO BOUNDLESS TRAVEL

COUNTY OF KERN
DEPARTMENT OF AIRPORTS

REQUEST FOR QUALIFICATIONS

To provide Airport Planning, Environmental, Airport
Engineering, and
Project Management Services

DUE..... April 6, 2026

TIME..... Before 11:00 a.m.

COUNTY OF KERN

DEPARTMENT OF AIRPORTS

Request for Qualifications to Provide: Airport Planning, Environmental, Airport Engineering and Project Management Services

The County of Kern is issuing this Request for Qualifications (RFQ) to qualified firms to be used in the selection of a planning & environmental services company (“Planning Consultant”) capable of providing planning and environmental services for airport construction projects and an airport engineering company (“Engineering Consultant”) capable of civil engineering services for design and project management of airport construction projects. Both Planning Consultant and Engineering Consultant may be referred to herein as “Consultant” or “consultant.”

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 following contains a general outline of the Scope of Work that the projects require. It is anticipated that the final scope of work will be a product created through the negotiation process, with changes based upon the professional input from the selected consultant.

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:

Ryan Edmiaston, Senior Accountant
Kern County Department of Airports
3701 Wings Way, Suite 300, Bakersfield, CA 93308
(661) 820-0767

Envelopes/packages containing the SOQs are to be marked:

SOQ: “Airport Planning Services” and/or “Airport Engineering Services”
and **delivered to:**

Kern County General Services Division
1115 Truxtun Ave., 3rd Floor, Bakersfield, CA 93301

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.....March 6, 2026
RFQ inquiries from responding firms..... March 20, 2026
County’s response to RFQ inquiries..... March 27, 2026
Statement of Qualifications Due Date..... April 6, 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	3
	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	10
	M.	Statutes and Rules	10
	N.	Background Review	11
II.	SOQ INFORMATION AND REQUIREMENTS		
	A.	General Instructions	12
	B.	Business Address	12
	C.	Corrections and Addenda	12
	D.	SOQ Submittal Requirements	13
	E.	Withdrawal and Submission of Modified SOQ	13
	F.	Confidential Information	13
	G.	Disposition of SOQ's Propriety Data	15
	SCOPE OF WORK (PLANNING & ENVIRONMENTAL)	Exhibit A	
	SCOPE OF WORK (ENGINEERING & PROJECT MANAGEMENT)	Exhibit B	
	REQUIRED FEDERAL TERMS AND CONDITIONS	Exhibit C	
	SAMPLE AGREEMENT	Exhibit D	

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:

Ryan Edmiaston, Senior Accountant
Kern County Department of Airports
3701 Wings Way, Suite 300, Bakersfield, CA 93308
(661) 820-0767

Any inquiries shall be accepted no later than ten (10) 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 for airport planning/environmental services and Exhibit B for airport engineering/project management services. The SOQ shall document the firm's qualifications as they apply to the Scope of Work found in Exhibit A and Exhibit B. Firms may submit an SOQ for either airport planning/environmental, airport engineering/project management, or an SOQ for each.

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 County of Kern Department of Airports hereafter referred to as "Airport", is requesting interested firms to submit their qualifications for providing conceptual project formulation planning and environmental services for airport construction projects and/or airport civil engineering services including pre-engineering, environmental services, civil design, construction safety and phasing, bidding support, project management, construction administration, inspection, and construction engineering of airport projects for the County over a five (5) year consulting selection process. The County owns and operates six facilities: Meadows Field Airport (BFL), Kern Valley Airport (L05), Wasco Airport (L19), Taft Airport (L17), Poso Airport (L73), and Elk Hills – Buttonwillow Airport (L62). See Exhibit A and Exhibit B for a list of potential projects. The five (5) year proposed projects list is provisional to budget approval and grant funded

support from the State of California Aeronautics Program and the Federal Aviation Administration (FAA) grant programs.

E. Consultant Scope of Work

The following is a general outline of the Scope of Work that this project requires. It is anticipated that the final scope of work will be a product created through the negotiation process with changes based upon the professional input from the selected consultant.

All consultants must be able to perform a broad scope of work, including but not limited to the following:

1. Project scope development
2. Site adequacy confirmation
3. Schematic design and design development
4. Preparation of construction documents
5. Specifications
6. Development of detailed project schedules and cost estimates
7. Assistance during bidding and construction
8. Construction monitoring and support
9. Soil & material testing and approval
10. Design drawing review and approval
11. Coordination and preparation of change orders
12. Project meeting coordination with minutes preparation
13. "As-built" drawing preparation
14. Internal regulatory agency project approval coordination
15. Warrant phrase advise
16. Preparation of final construction report
17. Value engineering
18. Grant requirement administration

All consultants must have these qualities:

19. Be an experienced firm or team that can demonstrate having had a broad background and extensive experience in the field of "Planning Consultant Services for Airport Grant Projects" and/or "Engineering Consultant Services for Airport Grant Projects" for FAA Airport Improvement Program (AIP) grant funded projects and other federally funded projects.
20. Have extensive knowledge of the FAA environmental NEPA process as it relates to FAA AIP grant funded projects.
21. Be able to comply with all pertinent FAA Advisory Circulars, Orders, and Regulations that relate to FAA AIP grant funded Projects.
22. Have no record of unsatisfactory performance with the FAA or other public entities. Consultants who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Consultant, shall be presumed to be unable to meet this requirement.
23. Have the ability to maintain adequate files and records of completed projects and meet statistical reporting requirements.
24. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.

- 25. A listing of clients for the past two years. Indicate for each: the scope of services performed, the type of projects, a contract name, address, and phone number.
- 26. Prepare necessary documentation for FAA AIP grant funding.
- 27. Assist in project coordination with the FAA and the California Division of Aeronautics.
- 28. Provide California Environmental Quality Act (CEQA) environmental documentation for planning and design/engineering projects as necessary.
- 29. These consultant services may include representing the County in all discussions with the FAA regarding planning, environmental, grant requirements and project documentation.

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 Airport Planning Services**
(if submitting for planning/environmental services)

Cover must be titled: **Statement of Qualifications
For Airport Engineering and Project
Management Services**
(if submitting for airport engineering and project management 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 and/or Exhibit B.

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 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 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 “D”. 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 subparagraph 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 intends to select one or more firms.

d. 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.

e. 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.

f. 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).

g. 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) Project Understanding:
 - a) Comprehension of the Scope of Services
 - b) Awareness of the County's needs
 - c) Familiarity with the project
 - d) Overall interest in the project
- 2) Operational/Organizational approach of the responding firm to fulfill the scope of work and the goals of the project.
 - a) Capability of developing innovative or advanced techniques.
 - b) Stature in industry of consultant.
- 3) Experience:
 - a) Familiarity with scope of work required.
 - b) Relevant technical experience
 - c) Relevant projects completed
 - d) Past performance on related assignments
- 4) Financial Responsibility, Budgeting, and Scheduling:
 - a) Outline of project schedule
 - b) Cost control techniques

- c) On time/within budget
 - d) Ability to complete the project on time
- 5) Client references.
- 6) Project Team and Staffing Qualifications:
- a) A combination of experience, education, and background in undertaking similar type projects.
 - b) Level of involvement by firm's principals
- 7) 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 Sections 1090 or 87100 of the Government Code, or any other applicable prohibition of conflicts of interest. 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 "D" is a sample agreement which is in substantially the form the successful consultant will be expected to sign. The consultant will also be required to agree to the required terms for federally funded contracts, attached as Exhibit "C". 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 Airports.

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.

Remainder of page left intentionally blank.

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 Kern County Department of Airports 3701 Wings Way, Suite 300 Bakersfield, CA 93308, 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
(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 April 6, 2026, at the above office and address. SOQs 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 for either planning/environmental services and/or airport engineering/project management services 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:

Consultants are cautioned that because the County is a public entity, materials designated as "confidential" may nevertheless be subject to disclosure. Consultants are advised that the County does not wish to receive confidential or proprietary information and that consultants 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". THIS SECTION MUST BE READILY SEGREGABLE FROM THE REST OF THE SUBMISSION. ANY INFORMATION OUTSIDE THIS SEPARATE SECTION WILL BE TREATED AS A PUBLIC RECORD.

2. Any documents labeled “CONFIDENTIAL” shall include the following statement signed and placed on the first page of the CONFIDENTIAL material:

“_____ (legal name of consultant) 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 §7920.000 et seq.) arising out of, concerning or in any way involving any materials or information in this Proposal that (legal name of consultant) 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.

ANTICIPATED AIRPORT
PLANNING AND ENVIRONMENTAL PROJECTS
2026-2030

Meadows Field Airport also known by its identifier code **BFL**, is located outside of the City of Bakersfield approximately seven miles north of the downtown area. Meadows Field Airport operates on approximately 1,400 acres of land, has two parallel runways designated as 12L/30R and 12R/30L with their separate parallel taxiways. Runway 12L/30R is 10,880 feet long X 150 wide. Runway 12R/30L is 7,700 feet long X 100 wide. Meadows Field is the County of Kern's only Part 139 commercial service airport and offers multiple Fixed Base Operators, other aviation services and general aviation hangars and activities.

- Prepare planning and environmental documentation for airport master plan.
- Prepare planning and environmental documentation for quick turnaround (QTA) consolidated facility for airport car rental companies.
- Prepare planning and environmental documentation for terminal parking lot expansion.
- Prepare planning and environmental documentation for existing inbound baggage system.
- Prepare planning and environmental documentation for existing outbound baggage system.
- Prepare planning and environmental documentation services to upgrade AOA perimeter fenceline to FAA guidelines
- *Any additional airport planning and environmental projects as needed.*

Kern Valley Airport uses identifier code **L05** and is operated by Kern County under a conditional use permit from the US Forest Service. This destination airport provides access to the town of Kernville and Isabella Lake, a popular getaway location, and offers camping and a café. Its only asphalt concrete Runway (17/35) is 3,500 feet in length. MSL serving both general aviation and fire-fighting aircraft responding to the Sequoia National Park.

- Prepare planning and environmental documentation for runway 17-35 rehabilitation.
- Prepare planning and environmental documentation for taxiway A realignment and RSA widening.
- *Any additional airport planning and environmental projects as needed.*

Wasco Airport is also known as Wasco-Kern County Airport and uses identifier code **L19**. It is located northwest of the City of Wasco. The airport occupies approximately 158 acres and has a

single runway designated (12/30) with a parallel taxiway. The runway and taxiway are constructed of asphalt. The runway is 3,380 feet long and 60 feet wide. The airports origins are from World War II, where the airport was known as Wasco Auxiliary Field or Wasco Field No. 1. The field was used for pilot training as a satellite airfield to Shafter-Minter field located 12 miles away.

- *Any additional airport planning and environmental projects as needed.*

Taft Airport is also known as the Taft-Kern County Airport and uses the identifier code of **L17**. Is it located on 71 acres and serves general aviation including a well-known sky diving training and competition school. Its only asphalt concrete runway (7/25) is 3,550 feet in length. The gradient of runway requires landings on Runway 25 and departures in the opposite direction. The airport is situated immediately adjacent to the city of Taft.

- Prepare planning and environmental documentation to upgrade AOA fence.
- *Any additional airport planning and environmental projects as needed.*

Poso Airport is also known as Poso-Kern County Airport and uses the identifier code **L73**. It is located on 400 acres and serves occasional general aviation activity and there are no based aircraft. The airport is noted for being the home of the National Hot Rod Association (NHRA) Famoso Raceway. Its only asphalt concrete runway (16/34) is 3,000 feet in length. The airports origins are from World War II, where the airport was known as Poso Auxiliary Field or Poso Field No. 6. The landing area was a 3,000 ft. X 3,000 ft. square may. The field was used for pilot training as a satellite airfield to Shafter-Minter Field located 6 miles away. This facility can be confused with the Poso-Kasiguncu Airport (PSJ) in Indonesia.

- *Any additional airport planning and environmental projects as needed.*

Elk Hills-Buttonwillow Airport uses the identifier code of **L62**. It is located on 216 acres and serves general aviation training needs. Its only asphalt concrete runway (11/29) is 3,260 feet in length. It is noted as an operating area for Unmanned Aerial Vehicles (UAVs) under permit to BARKS, Inc. on a few days each week and ODYS Aviation.

- *Any additional airport planning and environmental projects as needed.*

ANTICIPATED
AIRPORT ENGINEERING PROJECTS
2026-2030

Meadows Field Airport also known by its identifier code **BFL**, is located outside of the City of Bakersfield approximately seven miles north of the downtown area. Meadows Field Airport operates on approximately 1,400 acres of land, has two parallel runways designated as 12L/30R and 12R/30L with their separate parallel taxiways. Runway 12L/30R is 10,880 feet long X 150 wide. Runway 12R/30L is 7,700 feet long X 100 wide. Meadows Field is the County of Kern's only Part 139 commercial service airport and offers multiple Fixed Base Operators, other aviation services and general aviation hangars and activities.

- Design bid documents and provide construction engineering services for quick turnaround (QTA) consolidated facility for airport car rental companies.
- Design bid documents and provide construction engineering services for terminal parking lot expansion.
- Design bid documents and provide construction engineering services for existing inbound baggage system.
- Design bid documents and provide construction engineering services for existing outbound baggage system.
- Design bid documents and provide construction engineering services to upgrade AOA perimeter fenceline to FAA guidelines.
- *Any additional airport engineering projects as needed.*

Kern Valley Airport uses identifier code **L05** and is operated by Kern County under a conditional use permit from the US Forest Service. This destination airport provides access to the town of Kernville and Isabella Lake, a popular getaway location, and offers camping and a café. Its only asphalt concrete Runway (17/35) is 3,500 feet in length. MSL serving both general aviation and fire-fighting aircraft responding to the Sequoia National Park.

- Design bid documents and provide construction engineering services for runway 17-35 rehabilitation.
- Design bid documents and provide construction engineering services for taxiway A realignment and RSA widening.
- *Any additional airport engineering projects as needed.*

Wasco Airport is also known as Wasco-Kern County Airport and uses identifier code **L19**. It is located northwest of the City of Wasco. The airport occupies approximately 158 acres and has a single runway designated (12/30) with a parallel taxiway. The runway and taxiway are constructed of

asphalt. The runway is 3,380 feet long and 60 feet wide. The airports origins are from World War II, where the airport was known as Wasco Auxiliary Field or Wasco Field No. 1. The field was used for pilot training as a satellite airfield to Shafter-Minter field located 12 miles away.

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- Design bid documents and provide construction engineering services to upgrade AOA fence.
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- *Any additional airport engineering projects as needed.*

REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS**CIVIL RIGHTS ACT OF 1964, TITLE VI — CONTRACTOR CONTRACTUAL REQUIREMENTS**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1.1 through 1.5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the Sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport Sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport Sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If 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 of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit,

examination, excerpts, and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001

TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph b. of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting its proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to its solicitation/proposal.

**KERN COUNTY
ENGINEERING SERVICES AGREEMENT
SCHEDULE TO MASTER TERMS AND CONDITIONS
ESA-WAF-003**

I. This **SCHEDULE** ("**Schedule**") shall be effective on _____ ("**Effective Date**") and shall terminate no later than _____ ("**Termination Date**").

Kern County Department: Airports ("**Responsible County Department**")

Located at: 3701 Wings Way, Ste 300, Bakersfield, CA 93308

Service Provider: [Click or tap here to enter text.](#) ("**Consultant**")

Located at: [Click or tap here to enter text.](#)

Consultant Email for signature: [Click or tap here to enter text.](#)

- Consultant is (select one):
- Sole Proprietorship
 - Incorporated in the State of [Click or tap here to enter text.](#)
 - Other (specify) [Click or tap here to enter text.](#)

II. Consultant shall provide the services and products described in **Exhibit A** ("**Services**"). This excludes travel and other expenses described in Section III. County shall compensate Consultant for those services and products in an amount not to exceed \$_____.

III. Travel and all other expenses. Select one of the following:

- County **shall not** reimburse Consultant for any travel or other expenses incurred by Consultant.
- County **shall** reimburse Consultant for all travel and/or other necessary and reasonable actual expenses incurred on behalf of County. If the reimbursable expenses include travel, the travel expenses must be reasonable and necessary, approved in advance in writing by the Responsible County Department, and shall not exceed the federal mileage rate and federal diem rate for the location of the services. County shall reimburse Consultant in an amount not to exceed \$_____. **the amount specified in the individual Work Authorizations.**

IV. Total Amount Payable Under Agreement (Compensation for Services/Products, Plus Travel and Other Expenses)
County shall compensate Consultant for the Services and Products (amount stated in Section II) and reimburse Consultant for expenses, including travel, if applicable (amount stated in Section III). The total amount payable under this agreement shall not exceed \$_____ (Section II + Section III).

V. Consultant shall be required to have the following insurance coverages which are marked, on the terms provided in the Master Terms and Conditions. The insurance coverages shall be in the amounts specified, unless another amount is shown (select all that apply):

- Workers' Compensation: As required by California Labor Code Section 3700
- Commercial General Liability (\$1,000,000/Occurrence; \$2,000,000/Aggregate) or other amounts: \$_____.
- Automobile Liability (\$1,000,000/Occurrence) or other amount: \$_____.
- Professional Liability (\$1,000,000/Claim; \$2,000,000/Aggregate) or other amounts: \$_____.

Note: If a lesser amount is shown, the Responsible County Department must obtain the prior written approval of the County Risk Manager.

If there are any conflicts between the terms and conditions contained in this Schedule and the Master Terms and Conditions, this Schedule shall control.

The Parties have executed this Schedule, including the Master Terms and Conditions, which constitute the Agreement, on the Effective Date.

COUNTY OF KERN

APPROVED AS TO CONTENT:
Responsible County Department

By _____
Chairman, Board of Supervisors

By _____
Bill LaManque, Director of Airports

APPROVED AS TO FORM:
Office of the County Counsel

CONSULTANT

By _____
Brian Van Wyk, Deputy

By _____

Title _____

EXHIBIT B
 to sample ESA Agreement
KERN COUNTY
WORK AUTHORIZATION FORM
 (To be Completed and Signed Before Work Commences)

1. Number: _____ Contract Number: _____.

2. Date Prepared: ___ / ___ / ___ Prepared By: _____.

3. Narrative Description of Work to be Performed:

_____.

_____.

_____.

_____.

4. Narrative Description of Deliverable Product or Service:

_____.

_____.

_____.

_____.

5. Direct Costs:

<u>Positions Assigned/Person</u>	<u>Hourly Rate</u>	<u>Hours</u>	<u>Cost Extension</u>
_____	_____	_____	_____.
_____	_____	_____	_____.
_____	_____	_____	_____.
_____	_____	_____	_____.
TOTAL:			_____.

6. Other Direct Costs:

<u>Description and Justification</u>	<u>Cost Extension</u>	
_____	_____.	
_____	_____.	
_____	_____.	
TOTAL:		_____.

7. Work Authorization Schedule:

Start Date: ___ / ___ / ___

Completion Date: ___ / ___ / ___

8. Payment Schedule:

Consultant shall provide the Services shown below for the Responsible County Department based on the following payment schedule: (select one of the following options)

- Consultant shall submit one invoice to County upon contract completion and acceptance of the Services by County.
- Consultant shall invoice monthly for hours expended over the prior 30 days; County to retain 20% of all invoiced amounts until final acceptance of the Services by County.
- Consultant shall invoice County upon the successful completion of milestones:
(insert percentages next to applicable milestones)
 - % Upon completed installation of _____
 - % Upon completed installation of _____
 - % Upon completion of training
 - % Other Milestone (describe)
 - % Other Milestone (describe)
 - % Other Milestone (describe)
 - % Other Milestone (describe)
 - % Upon contract completion and acceptance of the Services by County
- Consultant shall invoice County as follows: (describe in detail any payment schedule, milestone payments, percentages and retention as applicable)

9. Signatures:

The Parties have executed this Work Authorization on the preparation date referenced above.

APPROVED:

Responsible County Department

Consultant

**KERN COUNTY
ENGINEERING SERVICES AGREEMENT
MASTER TERMS AND CONDITIONS
ESA-WAF-003**

THIS AGREEMENT (this “**Agreement**”) is entered into effective on the Effective Date shown on the attached Schedule, by and between the **COUNTY OF KERN**, a political subdivision of the State of California, (“**County**”), with its principal location at 1115 Truxtun Avenue, 3rd Floor, Bakersfield, CA 93301, and **CONSULTANT** identified on the Schedule (“**Consultant**”). County and Consultant are individually referred to as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. 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.

B. The County’s Department identified on the Schedule as the Responsible County Department requires those services which are specified in **Exhibit A**.

C. County desires to engage Consultant to provide the services and Consultant, by reason of its qualifications, experience, and facilities for doing this type of work, has offered to provide the required services on the terms set forth in this Agreement.

D. The Purchasing Agent has been authorized by the Board of Supervisors to contract for services in accordance with Government Code section 25502.5. Contracts in excess of the amount specified therein may be approved by the Board of Supervisors.

AGREEMENT

1. Services to be Rendered.

a. **General.** Consultant shall provide the services and products described in **Exhibit A (“Services”)**. The scope of services shall be monitored by the Director of the Responsible County Department or designee (“**Director**”). All work not conforming to requirements shall be reported to Consultant for resolution by Consultant. All services shall be in conformity with this Agreement and shall be performed to the sole satisfaction of the Director.

b. **Authorization for Service.**

i. **Work Authorization Form.** No Services shall be performed or commenced before the Work Authorization Form, as set forth in **Exhibit B**, Kern County Work Authorization Form, has been completed and signed by Consultant and Director.

ii. **Time and Cost Authorized by Work Authorization Form.** Consultant shall perform the Services in accordance with the narrative description in the Work Authorization Form to the sole satisfaction of Director. Consultant shall complete the Services no later than the completion date listed on the Work Authorization Form. Consultant’s compensation for the Services shall not exceed the Total Cost listed on the Work Authorization Form. However, any Work Authorization Form may be amended by a writing executed by the Director and Consultant.

2. Compensation to Consultant. County shall compensate Consultant in accordance with the compensation selection(s) shown on the Schedule. These rates represent the total compensation to Consultant. No additional compensation shall be paid for secretarial, clerical support staff, overhead or any other costs incurred by Consultant by providing the Services to County.

3. Reimbursement Policy and Billing Requirements. All invoices for payment shall be submitted in triplicate in a form approved by County based upon the payment schedule selected on **Exhibit B**, shall contain an itemization of all costs and fees broken down monthly (including an itemization of all reimbursable expenses incurred, including travel if applicable) and shall be stated as a cumulative total. Invoices shall be sent for review and processing to the Responsible County Department. Consultant shall also provide an informational copy to the County. Payment shall be made to Consultant within 30 days of receipt and approval of the invoice by the Responsible County Department.

4. Term. This term of this Agreement (“**Term**”) shall start on the Effective Date and shall terminate on the Termination Date, unless sooner terminated as provided in this Agreement.

5. Assignment. Consultant shall not assign, transfer or encumber this Agreement, or any part, and Consultant shall not assign any monies due or which become due to Consultant under this Agreement, without the prior written consent of the County.

6. **Audit, Inspection and Retention of Records.** Consultant shall maintain and make available to County accurate books and records relative to the Services under this Agreement. Consultant shall permit County to audit, examine and make excerpts and transcripts from its records and to conduct audits of all invoices, materials, records of personnel or other data related to the Services under this Agreement. Consultant shall maintain its data and records in an accessible location and condition for a period of not less than three years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights as County.

7. **Authority to Bind County.** It is understood that Consultant, in Consultant's performance of any Services under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.

8. **Indemnification.**

a. **General.** Consultant shall defend, indemnify, and hold harmless County and County's board members, elected and appointed officials, officers, employees, agents, volunteers and authorized representatives ("**County Indemnified Parties**") from any losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs (including attorneys' fees of County Counsel and outside counsel retained by County, expert fees, costs of staff time, and investigation costs) ("**Claims**") which arise out of or relate to any act or omission of Consultant or Consultant's officers, employees, agents and subcontractors of any tier hired by Consultant to perform the Services ("**Consultant Representatives**"). This indemnification obligation shall include bodily and personal injury or death to any person; damage to any property, regardless of where located, including the property of County; and any workers' compensation Claim arising from or relating to any Services.

b. **Immigration Reform and Control Act.** Consultant acknowledges that Consultant and Consultant Representatives 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 Consultant Representatives are and shall remain in compliance with the IRCA. In addition, Consultant shall defend, indemnify and hold harmless County and County Indemnified Parties from any Claims which arise out of or relate to any allegations that Consultant and Consultant Representatives are not authorized to work in the United States and/or any other allegations based upon alleged IRCA violations committed by Consultant or Consultant Representatives.

c. **Infringement Claim.** If any Claim is asserted or action or proceeding brought against County or County Indemnified Parties which alleges that all or any part of the Services in the form supplied by Consultant or County's use, infringes or misappropriates any United States or foreign patent or copyright, or any trade secret or other proprietary right, County shall give Consultant prompt written notice. Consultant shall defend any Claim with counsel of Consultant's choice and at Consultant's sole cost and shall indemnify County for any costs, including attorney's fees and damages actually incurred by County, 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 shall make employees available as Consultant may reasonably request with regard to the defense, subject to reimbursement by Consultant of all costs incurred by County's cooperation in the defense.

d. **Remedy of Infringement Claim.** If the Services 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, Consultant shall within 90 days:

1. **Replace.** Promptly replace the Services with compatible, functionally equivalent and non-infringing Services;

2. **Modify.** Promptly modify the Services to make them non-infringing without materially impairing County's ability to use the Services as intended;

3. **Procure Rights.** Promptly procure the right of County to continue using the Services; or

4. **Refund.** As a last resort, if none of these alternatives is reasonably available to Consultant, and County is enjoined or otherwise precluded legally from using the Services, Consultant shall, within 120 days of the judgment or other court action, promptly refund to County all fees and costs paid for the Services, and this Agreement shall terminate. All licensed products will be disposed of as ordered by the governing court at the sole cost of Consultant or as determined by County if the court does not so direct.

e. **Modification of Services.** This indemnification does not extend to modifications or additions to the Services made by County or any third party without the prior written consent of Consultant, or to any unauthorized use of the Services by County.

f. **Survival of Indemnification Obligations.** Upon completion of this Agreement, the provisions of this **Section 8** shall survive.

9. **Insurance.** Consultant, in order to protect County and County Indemnified Parties against Claims as a result of the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain the following insurance. Consultant shall not perform any Services until Consultant has obtained all insurance required under this **Section 9** and the required certificates of insurance and all required endorsements have been filed with County's authorized insurance representative ("**Authorized Insurance Representative**"). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of these insurance requirements. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. 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. Consultant shall promptly deliver to Authorized Insurance Representative a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the Term. The certificates and endorsements shall be delivered to Authorized Insurance Representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any Claim by Consultant or County as an additional insured.

a. **Workers' Compensation and Employer's Liability Insurance Requirement.** If Consultant has employees who may perform any Services under this Agreement, Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of California Labor Code Section 3700. Consultant shall require any Consultant Representatives to provide workers' compensation for any of the Consultant Representative's employees, unless the employees are covered by the insurance carried by Consultant. If any class of employees engaged in Services is not covered by California Labor Code Section 3700, Consultant shall provide and/or require each Consultant Representative to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of \$1,000,000 for bodily injury or disease.

b. **Liability Insurance Requirements.**

1. **Types of Liability Insurance.** Consultant shall maintain in full force and effect, during the Term, the following types of liability insurance:

A. **Commercial General Liability Insurance,** including Contractual Liability Insurance (specifically covering the indemnification 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 Services. The Commercial General Liability insurance shall contain no exclusions or limitations for Consultant Representatives working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by Applicable Law following termination of this Agreement. The amount of the insurance coverage required by this Agreement shall be the policy limits, which shall be no less than the amount specified on the Schedule.

B. **Automobile Liability Insurance,** against claims of Personal Injury (including bodily injury and death) and Property Damage covering any owned, leased, hired and non-owned vehicles used in the performance of the Services with insurance coverage equal to the policy limits, which shall be no less than the amount specified on the Schedule.

C. **Professional Liability (Errors and Omissions) Insurance,** for liability arising out of or related to the performance of the Services, with insurance coverage equal to the policy limits, which shall be no less than the amount specified on the Schedule.

2. **Endorsements.** The Commercial General Liability and Automobile Liability Insurance required in this **Section 9** 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 option, shall either (i) maintain the coverage for at least three years following the termination of this Agreement with coverage extending back to the Effective Date; (ii) purchase an extended reporting period of not less than three years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

c. **Insurance Companies.** 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 rating of A-; VII. Any exception to these requirements must be approved in writing by the County Risk Manager.

d. **Self-Insurance.** If Consultant is, or becomes during the Term, 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.

e. **Primary Insurance; 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.

f. **Insurance Does Not Replace Indemnification.** Maintenance of the insurance coverages in the minimum specified amounts shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of the coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking other actions as are available to it under this Agreement or under Applicable Law.

g. **Failure to Maintain Insurance.** Failure by Consultant to maintain all 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 the breach. Alternatively, County may purchase the required insurance coverage, and without further notice to Consultant, County shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by County for the insurance. If the balance of monies owed to Consultant under this Agreement is insufficient to reimburse County for the premiums and any associated costs, Consultant shall reimburse County for the premiums and pay for all costs associated with the purchase of the 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.

h. **Cancellation of Insurance.** The insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of the Services except as otherwise stated in this Agreement. Each insurance policy supplied by Consultant shall not be terminated, suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after 10 days prior written notice to Consultant 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.

10. **Consultant Representations.** Consultant makes the following representations, which the Parties agree are material to and form a part of the inducement for this Agreement:

a. **Expertise and Staff.** Consultant has the expertise, support staff, and facilities necessary to provide the Services; and

b. **No Adverse Interests.** 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 relating to the subject of this Agreement; and

c. **Timeliness.** Consultant shall diligently provide the Services in a timely and professional manner in accordance with the terms and conditions in this Agreement.

11. **Ownership of Documents.** All reports, documents and other items generated or gathered in the course of providing the Services are and shall remain the property of County, and shall be returned to County upon full completion of the Services or termination of this Agreement, whichever first occurs.

12. **Rights to Contracted Products.**

a. **Belong to County.** For no additional fee or charge, products developed, prepared, generated, or gathered by Consultant or Consultant's Representatives under this Agreement, shall be considered creative works for hire and shall be delivered to and become the exclusive property of County and may be used by County in any way it may deem appropriate. Consultant shall have no rights in the products, except the right to use the products for the exclusive purpose of providing the Services, and Consultant shall not copy or disclose to any third party any product, except as is expressly set forth in this Agreement or by separate written agreement between the Parties. These provisions do not apply to Consultant's original licensed software or administrative communications and records, which shall remain the exclusive property of Consultant,

b. **Use by County.** The ideas, concepts, know-how, and 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 Applicable Law.

c. **No Publication.** Consultant or Consultant's Representatives shall not publish or disseminate information gained through participation in this Agreement without the specific prior review and written consent by County.

d. **Delivery to County.** Upon termination or expiration of this Agreement, Consultant shall immediately deliver to County all County-owned programs and documentation developed under 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 the Services.

e. **Survival of Covenants.** Upon completion of this Agreement, the provisions of this **Section 12** shall survive.

13. **Termination.** The County may at its election, without cause, terminate this Agreement by written notice ("**Notice of Termination**"). The Notice of Termination will be deemed effective 15 days after personal delivery, or 20 days after mailing by regular U.S. Mail, postage prepaid. In addition, either Party may immediately terminate this Agreement if the other Party fails to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the Party initiating the termination. In the event this Agreement is terminated by either Consultant or the County, Consultant shall submit to the Responsible County Department all files, memoranda, documents, correspondence and other items generated in the course of performing the Services, within 15 days after the effective date of the Notice of Termination. If either Party terminates this Agreement as provided in this **Section 13**, County shall pay Consultant for all satisfactory Services rendered by Consultant prior to the effective date of Notice of Termination in an amount not to exceed the maximum dollar amount shown on the Schedule.

14. **Choice of Law/Venue.** The Parties agree that the provisions of this Agreement shall be construed under the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

15. **Compliance with Applicable Law.** Consultant shall observe and comply with all applicable County, state, and federal laws, ordinances, rules, and regulations now in effect or later enacted ("**Applicable Law**"), each of which is made a part of this Agreement.

16. **Confidentiality.** Consultant shall not, without the prior written consent of the County, communicate confidential information, designated in writing or identified in this Agreement as confidential, to any third party and shall protect confidential information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information, unless disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this **Section 16** shall continue to survive.

17. **Conflict of Interest.** Consultant has read and is aware of the provisions of Government Code Section 1090 et seq. and Section 87100 et seq. relating to conflict of interest of public officers and employees. Consultant acknowledges that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. If it is further understood and agreed that if a financial interest does exist at the inception of this Agreement, County may immediately terminate this Agreement by giving written notice. Consultant shall comply with the requirements of Government Code Section 1090 et seq. and 87100 et seq. during the Term.

18. **Enforcement of Remedies.** No right or remedy conferred on or reserved to a Party is exclusive of any other right or remedy under law, equity or statute, but each shall be cumulative of every other right or remedy now or in the future existing under law, equity or statute, and may be enforced concurrently or from time to time.

19. **Negation of Partnership.** In the performance of the Services, Consultant shall be, and acknowledges that Consultant is, in fact and law, an independent contractor and not an agent or employee of County. Consultant has and retains the right to exercise full supervision and control of the manner and methods of providing the Services. Consultant retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Consultant in the provision of the Services. 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 Applicable Law regulating employment.

20. **Non-collusion Covenant.** Consultant represents and agrees that (i) it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County and (ii) it has received from County no incentive or special payments and no considerations not related to the provision of the Services.

21. **Non-discrimination.** Neither Consultant, nor any Consultant Representative, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by Applicable Law, either directly, indirectly, or through contractual or other arrangements.

22. **Non-waiver.** No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County 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 Applicable Law despite the forbearance or indulgence.

23. Notices. All notices under this Agreement shall be provided to the County at the address indicated in the opening section of this Agreement and to the Consultant and Responsible County Department at the addresses shown on the Schedule. Delivery shall be by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified above. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five 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 under this Agreement by leaving the notice with the receptionist or other person of like capacity employed in Consultant's office, or the receptionist for the Kern County General Services Department.

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

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

26. Modifications of Agreement. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

27. Severability. If any term or provision of this Agreement is determined by a court to be in conflict with any Applicable Law, or otherwise be unenforceable or ineffectual, the validity of the remaining terms or provisions shall be deemed severable and shall not be affected, provided that the remaining terms or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into on the Effective Date.

28. 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.

29. Sole Agreement. This Agreement, including the Schedule and Exhibits, contains the entire agreement of the Parties relating to the Services, rights, obligations, and covenants contained in this Agreement and assumed by the Parties. No inducements, representations, or promises have been made, other than those stated in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.

30. Time of Essence. Time is expressly declared to be of the essence of this Agreement and of each provision, and each provision is declared to be a material, necessary, and essential part of this Agreement.

31. No Third Party Beneficiaries. The Parties understand and agree that the enforcement of these terms and conditions and all rights of action relating to enforcement, shall be strictly reserved to County and Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action by any other third person. It is the express intention of County and Consultant that any person or entity, other than County or Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

32. Gender/Plural. References to feminine, masculine or neutral include the other, and references to the singular or plural include the other.

33. Recitals. Each of the recitals is incorporated in this Agreement, is deemed to be the agreement and a reflection of the intent of the Parties, and is relied upon by the Parties in agreeing to the provisions of this Agreement and in interpreting its provisions.

34. Exhibits. All exhibits attached to this Agreement are incorporated into this Agreement by reference.

35. Corporate Qualifications. If Consultant is a corporation incorporated outside the state of California transacting intrastate business within the meaning of California Corporations Code section 191, then Consultant shall, within five business days of the execution of this Agreement, provide County with a copy of the certificate of qualification issued by the California Secretary of State indicating that Consultant is currently qualified to do business in the state of California under California Corporations Code section 2105. If Consultant is a limited liability company formed outside the state of California transacting intrastate business within the meaning of California Corporations Code section 191, then Consultant shall, within five business days of the execution of this agreement, provide to County a copy of the certificate of registration issued by the California Secretary of State indicating that Consultant is currently qualified to do business in the state of California under California Corporations Code section 17708.02. Any

corporation or limited liability company, whether or not incorporated in the state of California, must be in good standing to qualify to do business with County. Failure to provide County with the current certificates is grounds for County to terminate the Agreement.

36. Political/Religious Activity. No person performing any service or providing any goods designated under this Contract shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office. Notwithstanding the foregoing, nothing in this Contract shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Contract.