

COUNTY OF KERN
GENERAL SERVICES DIVISION

REQUEST FOR QUALIFICATIONS

TO PROVIDE ARCHITECTURAL CONSULTING
SERVICES FOR MAJOR MAINTENANCE AND
CAPITAL PROJECTS

DUE April 15, 2026

TIME Before 11:00 a.m.



County of Kern – General Services Division
1115 Truxtun Avenue, 3rd Floor
Bakersfield, CA 93301

**COUNTY OF KERN
GENERAL SERVICES DIVISION**

**Request for Qualifications to Provide: ARCHITECTURAL CONSULTING SERVICES
FOR MAJOR MAINTENANCE AND CAPITAL PROJECTS**

The County of Kern is seeking qualified consultants to provide general architectural services for major maintenance and capital projects at County owned/leased facilities on an “as-needed” basis. Such services shall include all phases of design and construction administration services.

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. This Request for Qualification will result in a three (3) year contract for selected consultants.

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:

County of Kern
General Services Division
1115 Truxtun Avenue, 3rd Floor
Bakersfield, CA 93301
Tressie Herrera
Telephone (661) 868-3043
Email: herreratr@kerncounty.com

Envelopes/packages containing the SOQs are to be marked:

SOQ: “ARCHITECTURAL CONSULTING SERVICES FOR MAJOR MAINTENANCE AND CAPITAL PROJECTS” and delivered to:

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

Projected Timetable

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

Issuance Date	March 16, 2026
RFQ inquiries from responding firms	April 5, 2026
County’s response to RFQ inquiries	April 8, 2025
Statement of Qualifications Due Date	April 15, 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.*

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I. GENERAL INFORMATION

A. Request for Qualifications/Rules for Competition

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

B. Requests for Additional information and site visits

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

By mail to:

County of Kern
General Services Division
1115 Truxtun Avenue, 3rd Floor
Bakersfield, CA 93301

Tressie Herrera
Telephone (661) 868-3043
Email: Herreratr@kerncounty.com

Any inquiries shall be accepted no later than April 5, 2026 (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. The SOQ shall document the firm’s qualifications as they apply to the Scope of Work found in Exhibit A.

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

D. Project Background and Description

Kern County, located at the southern end of the San Joaquin Valley in Central California, is a vast landmass with only one large urban center and numerous rural cities and towns. It encompasses 8,073 square miles of land mass and geophysical features naturally divide the county into the Southern San Joaquin Valley, Southern Sierra Nevada Mountains, and Western Mojave Desert regions. It is the third largest county in land area in the State of California and twenty-fourth largest in the continental United States. It takes over three hours to drive from the east side of the county to the west side. The north/south drive is about two hours. Over 50% of the county’s approximately 840,000 residents live in the greater Bakersfield area located in the center of the county. There are 11 other incorporated cities and 23

unincorporated towns. Attachment B, Kern County Map, displays the layout of Kern County with its cities, towns and major thoroughfares.

The County owns or leases over 260 facilities with over 4,460,000 square feet of space throughout the County. A list of facilities is included as Attachment C, Kern County Facilities Report, which indicates the facility name, address or closest proximity and estimated square footage. Building construction dates/style range from early 1900's to modern. As-built drawings are available for newer facilities. Interested proposers may visit any of the sites and walk the exterior and interior public access areas.

The County of Kern requires the services of qualified consultants to provide general architectural services for major maintenance and capital projects of County owned and/or leased facilities for various governmental functions on an "as needed" basis. Experience with public sector projects in the San Joaquin Valley is desired but not required. Services shall include all design phase services and construction administration and oversight.

E. Consultant Scope of Work

The County has developed the attached **Exhibit "A"** which describes the typical scope of work and services required and deliverables, which will vary depending upon the requested services under each Work Authorization.

Consultant will be expected to review the Exhibit to understand the expected outcome, what the desired goals and objectives are, what specific problems and challenges need to be solved in order to achieve the required end result.

The successful consultant(s) shall perform services at intermittent intervals and shall be prepared to render services at any time and for any period the County may require. The services required are to be performed in accordance with this RFQ, the form of Agreement for Architect Services and other documents attached hereto.

The successful consultant(s) will consult with the County to ascertain project design, program design and requirements. All projects will require a short letter proposal once the County has established an official project list under this RFQ. Some projects will fall under the American Rescue Plan Act (ARPA) funding and the Vendor should review the Supplemental Terms and Conditions for additional requirements (Exhibit C). Consultant(s) are advised to register with the System for Award Management at <https://sam.gov/content/entity-registration>.

The services required under the proposed contract with the County may include, but are not limited to, preparation of the following:

1. Schematic design documents.
2. Design development documents (including initial opinion of probable construction costs).
3. Construction documents.
4. Preparation and submission of all documents required by Authorities Having Jurisdiction (AHJs), in all stages (schematic design, design

development and construction documents). Responses must be submitted within 10 days to all comments from AHJs.

5. Buildings shall be designed to meet all currently adopted codes, regulations and ordinances of those jurisdictions having authority.
6. Submittal and shop drawing review.
7. Periodic visits to the site during construction to ascertain the general progress of the work.
8. Project closeout services including, but not limited to, the following: (a) transition planning; (b) preparation of a final punch list and subsequent walk through to confirm deficiencies have been corrected; (c) review all close out documents; and (d) prepare complete as-built documentation in AutoCAD format;
9. One set of architect or engineer stamped plans and specifications and electronic files compatible with the prior version of the most recent AutoCAD release.

The Consultant will meet with designated County staff at major presentation points and at design development. Copies of all correspondence shall be directed to the County. All plans and construction documents developed by Consultant shall remain the property of Kern County.

F. Services Provided by the County

The County will identify a Contact Person as a primary contact, who will arrange for staff assistance by other County staff as may be required. County will also provide items listed below in support of the Consultant professional services. The Consultant shall make any investigation and examination which it deems necessary to satisfy itself that any information provided by the County is correct. The County does not warrant or guarantee that the information which is supplied to the consultant is correct. County will also be available to meet and discuss project requirements and development at key times in the process.

1. Project design program, preliminary scope and other requirements (RFP plus other information).
2. Available record documents.
3. Existing site plan including survey information and preliminary soils report as necessary, although County may request Consultant to arrange for these services under its Work Authorization.
4. Staff assistance by appropriate County personnel.
5. Provide the Consultant with relevant County contacts for information services and communication services to be included in work plans.
6. Cost of reproduction of the contract documents for bidding.
7. Bid and contract administration.
8. Construction Management and Construction Inspection services, unless these services are specifically requested to be performed by Consultant.

G. 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
ARCHITECTURAL CONSULTING SERVICES FOR MAJOR
MAINTENANCE AND CAPITAL PROJECTS**

1. General

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

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

2. Content

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

a. Executive Summary

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

b. Identification of the Project Team

●Legal name and address of company

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

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

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

c. Experience and Technical Competence

The consultant shall describe his or her experience in completing similar consulting efforts. Identify the duration of time the firm has conducted

business and the duration of time the firm has been performing services similar to those solicited under this RFQ.

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

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

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

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

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

d. Methods Proposed to Accomplish the Work

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

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

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

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

e. Knowledge and Understanding of the Local Environment

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

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

f. Project Organization and Key Personnel

The written SOQ must include a discussion of the consultant’s staffing plan and level of personnel to be involved, their qualifications, experience, resumes, roles, and the name of the individual possessing degree 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 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 for each Work Authorization will be based upon the number of hours each personnel classification works on the required services. It will be the responsibility of the consultant to outline an efficient schedule to accomplish the required services.

h. Exceptions to this Request for Qualifications

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

3. Selection Process

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

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

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

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

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

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

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

f. 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.**

- a) Proposer's understanding of the RFP requirements and end result.
- b) Proposer's sub-consultants' experience (if listed).
- c) Proposer's experience with public sector projects in the San Joaquin Valley
- d) Consultant's team experience on similar projects.
- e) Proposer's approach to required tasks in each phase of design.
- f) Proposer's approach to scheduling completion dates for each phase of work or assigned, possibly multiple projects.
- g) Client references.
- h) Qualifications of proposer's staff
- i) Current workload.
- j) Overall quality of architect consultant team proposal and presentation of qualifications.
- k) Any other factor the Evaluation Committee deems relevant.

- l) Responses to requests for additional information or clarifications, potential interview performance and proposal fees.
- g. 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.
- h. 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.
- i. 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.
- j. 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.**
- k. 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.
- l. 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 et seq of the Government Code or any other prohibited conflict 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.

- m. 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.
- n. 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.

H. 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.

I. Time

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

J. Form of Agreement

No agreement with the County is in effect until a contract has been signed by both parties. Attached to this RFQ as Exhibit "B" and "C" is a sample agreement which is in substantially the form the successful consultant will be expected to sign. The final agreement may include the contents of this RFQ, any addenda to this RFQ, portions of the successful consultant's SOQ and any other modifications determined by the County to be necessary prior to its execution by the parties.

Until such time as the Evaluation Committee has completed its deliberative process and the matter has been set for consideration before the Board of Supervisors, the agreement and all documents and materials relating thereto, the negotiation and

execution thereof, including, without limitation, the existence of the Agreement and the negotiations taking place between the parties, shall be confidential.

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

The selected consultant(s) will be required to execute an agreement with the County for the services requested within 30 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.

K. 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.

L. News Releases

News releases pertaining to any award resulting from this RFQ may not be made without prior written approval of the Chief General Services Officer.

M. 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.

N. 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.

O. Background Review

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

II. SOQ INFORMATION AND REQUIREMENTS

A. General Instructions

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

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

B. Business Address

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

C. Corrections and Addenda

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

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

Addenda issued by the County interpreting or changing any of the items in this RFQ, including all modifications thereof, shall be incorporated in the SOQ. The consultant shall sign and date the Addenda Cover Sheet and submit same with the SOQ (or deliver them to the General Services Division, 1115 Truxtun Avenue, 3rd Floor, Bakersfield, if the consultant has previously submitted a SOQ to the department).

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

D. SOQ SUBMITTAL REQUIREMENTS

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

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

SOQ's may be delivered in person, by courier service or by mail to the address indicated above. **ALL SOQ's MUST BE SEALED AND RECEIVED BEFORE 11:00 A.M. on April 15, 2026, at the above office and address.** SOQ's submitted after the above deadline will not be accepted. It is strongly suggested that any consultants intending to hand deliver a SOQ on the last day for submission arrive at the General Services Division third floor main lobby at least ten (10) minutes prior to the SOQ receipt deadline to receive a "test" time stamp to validate the official current time. The time stamp clock in the main lobby of General Services will be the official time. Any SOQ received at or after 11:00 a.m. will be returned unopened.

Only one (1) SOQ may be submitted from each consultant. For purposes of this RFQ, a consultant is defined to include a parent corporation of the consultant and

any other subsidiary of that parent corporation. If a consultant submits more than one (1) SOQ, all SOQs from that consultant shall be rejected.

SOQ's are not publicly opened.

E. Withdrawal and Submission of Modified SOQ

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

F. Confidential Information:

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

IF CONFIDENTIAL INFORMATION IS SUBMITTED:

1. ALL CONFIDENTIAL INFORMATION MUST BE STAMPED WITH A "CONFIDENTIAL" WATERMARK AND PLACED IN A SEPARATE TABBED SECTION #9 OF THE RFP MARKED "CONFIDENTIAL". ANY INFORMATION OUTSIDE THAT SEPARATE SECTION MAY BE TREATED AS A PUBLIC RECORD. IF THE ENTIRE SUBMISSION IS MARKED AS CONFIDENTIAL, IT MAY 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 proposer) shall indemnify, defend and hold harmless the County of Kern, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §7920.000 et seq.) arising out of, concerning or in any way involving any materials or information in this Proposal that (legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.”

By: _____ Date: _____

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

:

Technical Information

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

Financial Information

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

Business Development-Related Information

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

Any techniques, know how, processes or combinations thereof, or compilations of information, records and specifications, utilized or owned by the vendor regarding business development, marketing, pricing, business methods, strategies, financial or other analyses, policies or business opportunities.

G. Disposition of SOQ's and Proprietary Data

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

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

EXHIBIT A

Consultant shall provide the Services shown below for the Responsible County Department based on the payment schedule and the Services set forth in each completed Work Authorization Form, the form of which is attached as **Exhibit B**. Refer to **Exhibit C** for Schedule of Fees.

1. Full description of Services:

1.1 GENERAL SERVICES OF CONSULTANT

A. Consultant shall provide Architectural/Engineering Services for major maintenance and capital projects for Kern County facilities at intermittent intervals and shall be prepared to render services at any time and for any period County may require. Consultant shall provide services pursuant to the issuance of a "Work Authorization" (the form of which is attached hereto and incorporated herein as Exhibit B) as required by County's Construction Services Division.

B. Services shall be provided on an as-needed basis with dates to be determined by County pursuant to a fully completed and properly executed Work Authorization Form. No work shall be initiated under this Agreement unless specifically approved by the Construction Services Division.

C. All services performed by Consultant shall be in conformity with this Agreement and shall be performed to the satisfaction of the Chief General Services Officer or his designee ("Director"). All work not conforming to all requirements will be reported to Consultant for resolution by Consultant.

D. Consultant shall coordinate all correspondence and communications regarding services to be provided under this Agreement through County's General Services Department or their designee.

1.2 DESIGN SERVICES OF CONSULTANT

A. Schematic Design Phase:

Consultant shall consult with County to ascertain project requirements.

Consultant shall prepare for County's review and approval Schematic Design Studies and a general project description as it pertains to the architectural/engineering discipline(s) to be performed by Consultant.

Consultant shall estimate probable project construction cost, subject to revision at the Design Development Phase.

B. Design Development Phase:

Consultant shall prepare (from the approved Schematic Design Documents) Design Development Documents, and technical outline specifications. These documents shall include standards for and kinds of materials and include standards for compliance with the current California Building Code, National Electrical Code, Uniform Plumbing Code, Uniform Mechanical Code, Uniform Fire Code, California Administrative Code Titles 15, 19 and 24 and all State laws and County ordinances, rules of the State or County Health Departments, rules of the National Board of Fire Underwriters and National Fire Protection Associations, and local power company regulations as required for the architectural/engineering discipline(s) to be performed by Consultant.

Based on the County approved plans developed in the Schematic Design Phase, the Consultant shall refine the design documents.

Consultant shall assist County with submissions required for project approvals from appropriate public agencies. Consultant shall incorporate all modifications, changes or comments generated by these agencies in the Design Development Phase drawings.

Consultant shall return corrections, changes, etc., to County within fifteen (15) days of receipt, or pursuant to such specific, written authorization from County to exceed the fifteen (15) day response time.

C. Construction Document Phase:

Consultant and its subconsultants, if applicable, shall prepare, from the approved Design Development Documents, working drawings and specifications, setting forth in detail the work to be done, the materials, workmanship, finishes, and equipment required for the project assignment.

Consultant shall assist County with submissions required for project approvals from appropriate public agencies. Consultant shall incorporate all modifications, changes or comments generated by these agencies in the Construction Document Phase drawings.

Consultant shall notify County when an adjustment is necessary from previous estimates of the project construction cost arising from market fluctuations or approved changes in the Project's scope.

D. Construction Phase:

Consultant, following County's approval of the Construction Documents, shall assist County in obtaining bids from contractors including, but not limited to, responding to inquiries and preparing and responding to addenda requisite to obtaining bids and awarding the construction contract or contracts.

Consultant shall provide technical assistance and guidance to a Project Inspector to be employed by and be responsible to County.

Consultant shall take reasonable precautions to secure the contractor's compliance with the contract requirements but does not guarantee the performance of contractor's contracts.

Consultant shall provide general administration of the Construction Contract, including attendance at construction meetings on site and such periodic visits at the site as County deems necessary to assist in obtaining compliance with Contract Documents and endeavor to protect County against defects or deficiencies in the work of the contractor; make regular reports as required by applicable public agencies; keep County informed of construction progress; review and check schedules and shop drawings for compliance with design; review and make recommendations to County for proposed substitutions of materials, equipment, products and systems; review and make recommendations to County for submittal of product data and samples proposed for use; and review and forward to County, within fifteen (15) working days after receipt, submittal of contractor's shop drawings of fabrication and installation details proposed for use, provided such submittals were requested in Construction Document working drawings and specifications.

Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, the safety precautions and programs in connection with the work, or the contractor's failure to carry out the work in accordance with the Contract Documents.

Consultant's services shall continue throughout the Construction Phase, notwithstanding any delays in construction of the Project. Consultant, as part of Consultant's services to County, shall attempt to expedite the progress of the construction work by means of oral and written communications and by reference to agreed and accepted schedules. Consultant is not responsible for delays in construction occasioned by actions of the general contractor, or by anyone performing work for the contractor, pursuant to subcontracts or otherwise. County will not pay additional compensation to the Consultant, or reimburse Consultant, for any expenses incurred as a result of construction delays.

Consultant shall provide advice to County on apparent deficiencies in project construction, which are discovered within one (1) year after the date of the Notice of Completion.

1.3 ADDITIONAL SERVICES OF THE CONSULTANT

The additional professional services listed in this section are not part of the basic services Consultant is to render pursuant to this Agreement.

Consultant agrees to render such of these additional services as the County directs in a written authorization which shall include mutually agreed upon terms and conditions, including payment provisions, for rendering them; provided, however, that if the need for the additional services is caused by error, omission or neglect of Consultant or persons employed by Consultant in the rendition of the services required by this Agreement, Consultant shall render the directed additional services without charge or cost to County:

A. Revisions and changes in approved documents except those which are required by public agencies other than County as conditions for project approvals and are included within the requirements of the design development and construction document phases stated above.

B. Plan preparation for portions of Project construction work to be let on a segregated bid basis.

C. Services for repair of damage to the Project.

D. If directed by County, the employment of special consultants and preparation of special delineations and models.

- E. Providing detailed quantity surveys or inventories of materials, equipment, and labor.
2. Dates and location where the Services will take place (include time schedule and/or milestone dates if appropriate):
- The Services will be provided on an as-needed basis to be determined by the County, in its sole discretion, according to a fully completed and properly executed Work Authorization Form.
3. If training is involved, the hours per day that are included in the training and minimum/maximum number of staff/trainees allowed to attend the training:
- N/A
4. Training materials, equipment, facilities, manuals, study guides, etc., will be provided as indicated to assist Consultant in provision of the Services, unless specifically required of Consultant pursuant to the Work Authorization.

By County:

- A. County shall be responsible for submission to all governing agencies for approvals.
- B. County shall provide information about the requirements for the Project, including realistic budget limitations and scheduling.
- C. County shall provide all necessary materials testing such as compaction tests and material sampling.
- D. County shall pay any required fees of public agencies having jurisdiction over approving the Project.
- E. County shall review documents submitted by Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Project.
- F. County shall provide bid and contract administration services.
- G. County shall furnish inspection services.
- H. County shall furnish copies of available existing information.

By Consultant:

As needed to provide the Services.

EXHIBIT B

**KERN COUNTY
ENGINEERING/ARCHITECTURAL 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: General Services Division ("**Responsible County Department**")

Located at: 1115 Truxtun Avenue, 3rd Floor, Bakersfield, CA 93301

Service Provider: _____. ("**Consultant**")

Located at: _____

Consultant Email for signature: _____

Consultant is (select one): Sole Proprietorship
 Incorporated in the State of California.
 Other (specify) _____.

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: **\$300,000.**

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: **\$300,000** (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:
Construction Services Division

By _____
Chairman, Board of Supervisors

By _____
Joseph E. Clark, Supervising Engineer

CONSULTANT

APPROVED AS TO FORM:
Office of County Counsel

By _____
"Consultant"

By _____
Brian Van Wyk, Deputy

Name _____
Title _____

EXHIBIT C

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

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.

AGREEMENT

1. **Services to be Rendered.** Consultant shall provide the services and products described in **Exhibit A** ("**Services**").
2. **Compensation to Consultant.** County shall compensate Consultant in accordance with the compensation selection(s) shown on the Schedule. 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. 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.

**KERN COUNTY
ENGINEERING SERVICES AGREEMENT
SUPPLEMENTAL TERMS AND CONDITIONS
ARPA-2022**

1. American Rescue Plan Act (“ARPA”) Provisions.

a. Definitions.

1. **Government** means the United States of America and any executive department or agency thereof.
2. **FEMA** means the Federal Emergency Management Agency.
3. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

b. Federal Changes.

1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.327 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
2. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

c. Access to Records.

1. The Contractor agrees to provide the County, FEMA, Cal OES, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.
4. The requirements set for in paragraphs 1, 2, and 3 above are all in addition to, and should not be considered to be in lieu of, those requirements set forth in Section 6 of the Master Terms and Conditions, Audit, Inspection and Retention of Records.

d. Debarment and Suspension.

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.
3. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of the below, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions. For purposes of this Agreement and the Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification, Contractor is the "prospective lower tier participant."
4. The Contractor agrees to include paragraphs 1 and 2 above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.

5. This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

6. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

e. No Federal Government Obligations To Contractor.

1. The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

f. Equal Employment Opportunity Compliance. (applicable to all construction contracts awarded meeting the definition of “federally assisted construction contract” under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60.14 is hereby incorporated by reference.

1. During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

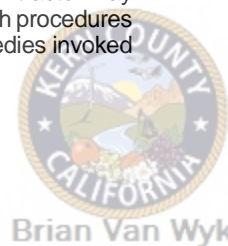
C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked



as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

g. Anti-Kickback Act Compliance. (applicable to all contracts and subgrants for construction or repair; 44 CFR §13.36 (i)(4))

Contractor agrees to comply with the Copeland "Anti-Kickback" Act 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

h. Davis-Bacon Act Compliance. (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County's expenses incurred in connection with the services provided under this Agreement, Contractor agrees, and all transactions regarding this contract will, comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements by Department of Labor regulations (29 CFR Part 5) as set forth below.

1. The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>. Contractor shall pay wages not less than once week.

2. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop down menu for State, select, "California." In the drop down menu for County, select "Kern." In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

i. Contract Work Hours and Safety Standards. (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for



transportation or transmission of intelligence)

1. Compliance. Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
2. Overtime. No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
3. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of Paragraph 2, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph 2 in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph 2.
4. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 3 of this section.
5. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

j. Notice of Reporting Requirements

1. Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.
2. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

k. Notice of Requirements Pertaining to Copyrights

1. Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
 - A. The copyright in any work developed with the assistance of funds provided under this Agreement;
 - B. Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
2. The Contractor agrees to include paragraph 1 above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

l. Patent Rights (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))

1. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.
2. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
3. The Contractor agrees to include paragraphs 1 and 2 above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.



m. Energy Conservation Requirements.

1. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
2. The Contractor agrees to include paragraph 1 above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

n. Clean Air and Water Requirements. (applicable to all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year)

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
2. Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
3. The Contractor agrees to include paragraph 1 and 2 above in each third party subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

o. Termination for Convenience of County. (applicable to all contracts in excess of \$10,000)

See Section 13 of the Master Terms and Conditions.

p. Termination for Default. (applicable to all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Section 13 of the Master Terms and Conditions.

q. Changes.

See Section 26 of the Master Terms and Conditions.

r. Lobbying. (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)

1. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. Contractor agrees to the provisions of the below, Certification Regarding Lobbying, (applicable for contracts or subcontracts in excess of \$100,000).
3. Contractor agrees to include paragraphs 1 and 2 above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

s. MBE/WBE Requirements.

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services.



If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
5. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
6. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

t. Procurement of Recovered Materials. (2 CFR 200.323)

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

u. Domestic Preferences for Procurement. (2 CFR 200.322)

Contractor shall comply with 2 CFR 200.322 and to the greatest extent practicable provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

The Contractor agrees to include the above paragraph in each third party subcontract for work financed in whole or in part with Federal assistance.

v. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (2 CFR 200.216)

Contractor shall comply with 2 CFR 200.216. Contractor is prohibited from obligating or expending funds provided in whole or in part with Federal assistance to procure or obtain, extend or renew a contract to procure or obtain, and/or enter into a contract to procure or obtain any equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Contractor agrees to include the above paragraph in each third party subcontract financed in whole or in part with Federal assistance.

w. Incorporation of Uniform Administrative Requirements.

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

x. Program Fraud and False or Fraudulent Statements or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

y. DHS Seal, Logo and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. 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 clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, 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.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contractor Signature

Date



CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Signature

Date



EXHIBIT "D"

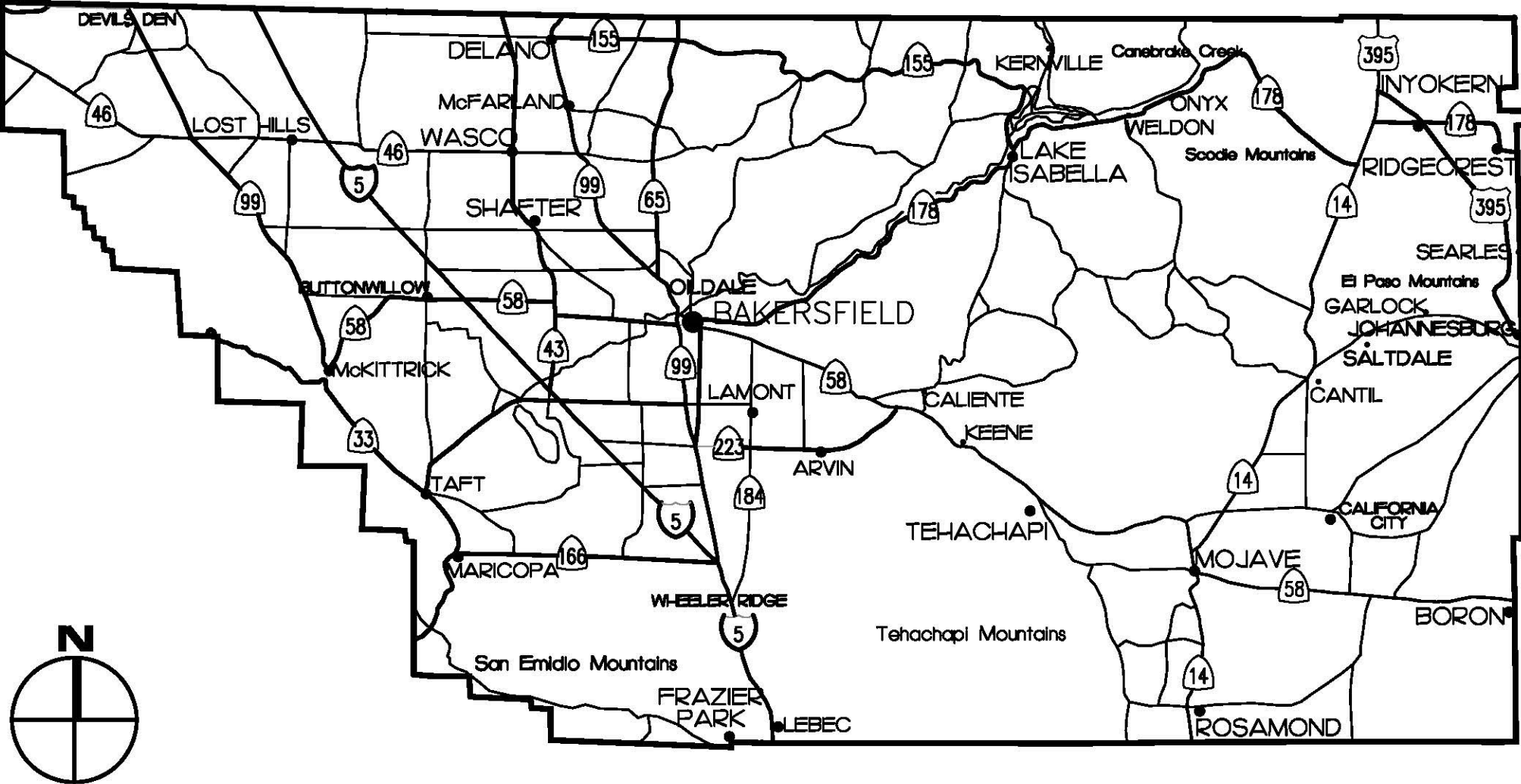


EXHIBIT "E"

FAC	CODE	FACILITY NAME	ADDRESS	CITY
<u>Aging & Adult Services</u>				
272	5610	Seniors-Ben Austin/Greenfield	N/E Corner S. "H" & McKee Rd	Bakersfield
122	5610	Rand Community Bldg	27721 Broadway	Johannesburg
119	5610	Seniors/Vets - KRV	6405 Lake Isabella Blvd.	Lake Isabella
158	5610	Seniors - Inyokern Center	1247 Broadway - Inyokern	Inyokern
255	5610	Community Center - Hummel Hall	2500 - 20th Street	Rosamond
521	5610	Seniors/Vets - EB	2101 Ridge Road	Bakersfield
350	5610	Seniors - East Niles Center	6601 Niles	Bakersfield
327	5610	Aging & Adult Services	5357 Truxtun Avenue	Bakersfield
<u>Agriculture</u>				
568	2610	Ag Commission Office	1001 So. Mt. Vernon Avenue	Bakersfield
559	2610	Weights & Measures	1116 E. California Ave	Bakersfield
564	2610	Farm & Home/Ag Warehouse	1001 S. Mt Vernon	Bakersfield
264	2610	Tehachapi Ag Commissioner	321 West "C" St	Tehachapi
<u>Air Quality Control</u>				
501	9149	Public Services Building	2700 M Street	Bakersfield
<u>Airports</u>				
305	8995	Meadows Field Int'l Terminal	1401 Skyway Drive	Bakersfield
370	8995	Int Flight Academy Facility	1450 Broughton Drive	Bakersfield
304	8995	William M. Thomas Terminal	3701 Wings Way	Bakersfield
<u>Animal Services</u>				
166	2760	Kern River Valley Admin	7050 Lake Isabella Blvd	Lake Isabella
367	2760	Fruitvale Animal Services Fac	3951 Fruitvale Avenue	Bakersfield
116	2760	Lake Isabella Animal Shelter	14891 Highway 178	Lake Isabella
227	2760	Mojave Animal Shelter	923 Poole Street	Mojave
422	2760	Taft Administration Building	315 Lincoln Street-Taft	Taft
132	2760	Ridgecrest County Building	400 N. China Lake Blvd	Ridgecrest
<u>Assessor</u>				
505	1130	County Administrative Center	1115 Truxtun Ave	Bakersfield
132	1130	Ridgecrest County Building	400 N. China Lake Blvd	Ridgecrest
<u>Auditor/Controller</u>				
505	1110	County Administrative Center	1115 Truxtun Ave	Bakersfield
512	1110	Willard L. Weddell Bldg.	1315 Truxtun Avenue	Bakersfield
<u>Board of Trade</u>				
319	1812	Board of Trade	2101 Oak Street	Bakersfield
505	1812	County Administrative Center	1115 Truxtun Ave	Bakersfield
<u>BOS District 1</u>				
163	1011	Shafter/Wasco Admin	329 Central Valley Hwy	Shafter
505	1011	County Administrative Center	1115 Truxtun Ave	Bakersfield
112	1011	Inyokern Sheriff's Substation	6612 Orchard Street	Inyokern
132	1011	Ridgecrest County Building	400 N. China Lake Blvd	Ridgecrest
105	1011	Delano County Building	455 Lexington Street	Delano
<u>BOS District 2</u>				
505	1012	County Administrative Center	1115 Truxtun Ave	Bakersfield
238	1012	Rosamond Sheriff Sub-Station	1379 Sierra Hwy.	Rosamond
241	1012	Tehachapi County Building	125 East F Street	Tehachapi
<u>BOS District 3</u>				
505	1013	County Administrative Center	1115 Truxtun Ave	Bakersfield
328	1013	Sheriff - Norris Road	1350 Norris Rd. Bldg A	Bakersfield
<u>BOS District 4</u>				

EXHIBIT "D"

FAC	CODE	FACILITY NAME	ADDRESS	CITY
<u>BOS District 4</u>				
505	1014	County Administrative Center	1115 Truxtun Ave	Bakersfield
408	1014	Frazier Park County Bldg.	739 West End Dr.	Frazier Park
422	1014	Taft Administration Building	315 Lincoln Street-Taft	Taft
<u>BOS District 5</u>				
505	1015	County Administrative Center	1115 Truxtun Ave	Bakersfield
560	1015	Arvin/Lamont Admin	12014 Main St	Lamont
<u>Building Inspection</u>				
405	2625	Frazier Park BID Trailer	West End Drive @ Fire Station	Frazier Park
166	2625	Kern River Valley Admin	7050 Lake Isabella Blvd	Lake Isabella
501	2625	Public Services Building	2700 M Street	Bakersfield
241	2625	Tehachapi County Building	125 East F Street	Tehachapi
166	2625	Kern River Valley Admin	7050 Lake Isabella Blvd	Lake Isabella
<u>CAC Food Services</u>				
504	99990004	Superior Court Complex	1415 Truxtun Ave	Bakersfield
505	99990004	County Administrative Center	1115 Truxtun Ave	Bakersfield
<u>California Children Services</u>				
574	4300	Public Health Facility	1800 Mt. Vernon Ave	Bakersfield
<u>California Highway Patrol</u>				
164	99990020	Kern River Valley Courts	7046 Lake Isabella Blvd.	Lake Isabella
<u>Child Support Services</u>				
506	2183	Bakersfield Justice Bldg	1215 Truxtun Ave	Bakersfield
515	2183	Child Support Svcs/ Forensic	1300 18th St.	Bakersfield
132	2183	Ridgecrest County Building	400 N. China Lake Blvd	Ridgecrest
<u>Childrens/Families Commission</u>				
522	9401	Children & Families Commission	2724 L Street	Bakersfield
<u>Clerk of the Board</u>				
504	1030	Superior Court Complex	1415 Truxtun Ave	Bakersfield
505	1030	County Administrative Center	1115 Truxtun Ave	Bakersfield
512	1030	Willard L. Weddell Bldg.	1315 Truxtun Avenue	Bakersfield
<u>Code Compliance</u>				
501	2620	Public Services Building	2700 M Street	Bakersfield
<u>Community Development</u>				
501	5940	Public Services Building	2700 M Street	Bakersfield
<u>Construction Services</u>				
505	1640	County Administrative Center	1115 Truxtun Ave	Bakersfield
<u>County Administrative Office</u>				
505	1020	County Administrative Center	1115 Truxtun Ave	Bakersfield
553	1020	S.E. Bksfld Community Svcs.	1600 East Belle Terrace Ave.	Bakersfield
<u>County Clerk</u>				
505	2116	County Administrative Center	1115 Truxtun Ave	Bakersfield
<u>County Counsel</u>				
593	1210	Juvenile Justice Center	2100 College	Bakersfield
505	1210	County Administrative Center	1115 Truxtun Ave	Bakersfield
<u>D.A. Forensic Science Division</u>				
515	2200	Child Support Svcs/ Forensic	1300 18th St.	Bakersfield
<u>District Attorney</u>				
561	2180	Arvin/Lamont Courts	12022 Main St	Lamont

EXHIBIT "D"

FAC	CODE	FACILITY NAME	ADDRESS	CITY
<u>District Attorney</u>				
422	2180	Taft Administration Building	315 Lincoln Street-Taft	Taft
226	2180	Mojave County Building	1775 Highway 58 - Mojave	Mojave
105	2180	Delano County Building	455 Lexington Street	Delano
164	2180	Kern River Valley Courts	7046 Lake Isabella Blvd.	Lake Isabella
504	2180	Superior Court Complex	1415 Truxtun Ave	Bakersfield
162	2180	Shafter/Wasco Courts	325 Central Valley Hwy	Shafter
506	2180	Bakersfield Justice Bldg	1215 Truxtun Ave	Bakersfield
106	2180	Delano/McFarland Courts Bldg	1122 Jefferson - Delano	Delano
593	2180	Juvenile Justice Center	2100 College	Bakersfield
515	2180	Child Support Svcs/ Forensic	1300 18th St.	Bakersfield
579	2180	DA's Chester Avenue Office	1675 Chester Avenue	Bakersfield
<u>DIVCA Local Franchise Fee</u>				
326	1611	Communications Facility	2601 Panorama Drive	Bakersfield
<u>Elections</u>				
505	1420	County Administrative Center	1115 Truxtun Ave	Bakersfield
413	1420	Election's Storage Building	7224 Schirra Court	Bakersfield
<u>Emergency Medical Services</u>				
574	4200	Public Health Facility	1800 Mt. Vernon Ave	Bakersfield
<u>Employers Training Resource</u>				
560	5923	Arvin/Lamont Admin	12014 Main St	Lamont
114	5923	Isabella County Bldg. (Old)	6401 Lake Isabella Blvd.	Lake Isabella
152	5923	ETR - Shafter One-Stop Center	113 Central Valley Hwy.	Shafter
553	5923	S.E. Bksfld Community Svcs.	1600 East Belle Terrace Ave.	Bakersfield
524	5923	Lamont Human Services	8300 Segrue Road	Lamont
173	5923	ETR/Human Services - Delano	1816 Cecil Ave	Delano
316	5923	Veterans Services	1120 Golden State Avenue	Bakersfield
<u>Engineering, Surveying, and Permit Services</u>				
501	1900	Public Services Building	2700 M Street	Bakersfield
<u>Environmental Health</u>				
166	4113	Kern River Valley Admin	7050 Lake Isabella Blvd	Lake Isabella
422	4113	Taft Administration Building	315 Lincoln Street-Taft	Taft
163	4113	Shafter/Wasco Admin	329 Central Valley Hwy	Shafter
501	4113	Public Services Building	2700 M Street	Bakersfield
<u>Farm & Home</u>				
564	6310	Farm & Home/Ag Warehouse	1001 S. Mt Vernon	Bakersfield
567	6310	Farm & Home Advisors Office	1031 So. Mt. Vernon Avenue	Bakersfield
<u>Fire</u>				
244	2415	Fire Suppression Camp8 Complex	20569 Eumatilla Street	Tehachapi
356	2415	Meacham Fire Station #65	10051 Meacham Road	Bakersfield
313	2415	Fire Department Arson Unit	3555 Landco Drive Unit B	Bakersfield
408	2415	Frazier Park County Bldg.	739 West End Dr.	Frazier Park
428	2415	Wasco Fire #31	2424 7th St.	Wasco
318	2415	Riverview Fire Station #64	101 E. Roberts Lane	Bakersfield
314	2415	Fire Training - Olive Dr.	5642 Victor Street	Bakersfield
555	2415	Edison Station #92/Hvy Equip	11809 Edison Highway	Bakersfield
206	2415	Boron Fire Station #17	26965 Cote Street	Boron
464	2415	Tejon Ranch Fire Station #55	5441 Dennis McCarthy Rd	Lebec
419	2415	Old River Fire Station #53	9443 Taft Highway	Bakersfield
156	2415	Delano Fire Station #34	1001 12th Avenue	Delano

EXHIBIT "D"

FAC	CODE	FACILITY NAME	ADDRESS	CITY
Fire				
157	2415	Delano West Fire Station #37	132 W. 11th Street	Delano
438	2415	Lost Hills Fire Station #26	14670 Lost Hills Rd.	Lost Hills
563	2415	Edison Fire Back Shed	11809 Edison Hwy	Bakersfield
321	2415	LANDCO Fire Station #66	3000 Landco Dr.	Bakersfield
528	2415	Lamont Fire Station #51	8225 McKee Road	Lamont
276	2415	Stallion Springs Station #18	28381 Braeburn Place #22	Tehachapi
115	2415	Isabella Fire Station #72	4500 Lake Isabella Blvd.	Lake Isabella
123	2415	Kernville Fire Station #76	11018 Kernville Road	Kernville
250	2415	Piute Fire Station #78	16001 Walker Basin Rd.	Caliente
558	2415	Virginia Colony Fire #41	2214 Virginia Avenue	Bakersfield
228	2415	Mojave Fire Station #14	1953 Barstow Rd - Highway 58	Mojave
303	2415	Highland Fire Station #63	101 Universe Ave.	Bakersfield
111	2415	Glennville Fire Station #36	10511 Highway 155	Glennville
501	2415	Public Services Building	2700 M Street	Bakersfield
217	2415	Keene Fire Station #11	30356 Woodford	Keene
556	2415	Edison Fire Station #45	11809 Edison Highway	Bakersfield
565	2415	Arvin Fire Station #54	301 Campus Dr. - Arvin	Arvin
363	2415	Rosedale Fire Station #67	14341 Brimhall	Bakersfield
239	2415	Tehachapi Fire Station #12	800 S. Curry St., Tehachapi	Tehachapi
312	2415	Norris Fire Station #61	6400 Fruitvale Avenue	Bakersfield
133	2415	Ridgecrest Fire Station #74	139 E. Las Flores	Ridgecrest
453	2415	Wasco Pumping Station	2727 7th Street	Wasco
160	2415	Woody Fire Station #35	17977 Highway 155 - Woody	Woody
333	2415	Fire Warehouse	5642 Victor Street	Bakersfield
562	2415	Edison Fire Shed - Main	11809 Edison Hwy	Bakersfield
334	2415	Fire Auto Shop	5642 Victor Street	Bakersfield
235	2415	North Edwards Call Fire Statn	16638 Vista Del Oro	Edwards
301	2415	Fire Dept Emer Comm Center	2601 Panorama Drive	Bakersfield
335	2415	Niles St. Fire Stn #42	2011 Fairfax Road	Bakersfield
161	2415	McFarland Fire Station #33	700 W. Perkins	Mc Farland
440	2415	Taft Fire Station #21	303 N. 10th Street	Taft
441	2415	Buttonwillow Fire Station #25	100 Mirasol Ave	Buttonwillow
330	2415	Fire Administration Bldg.	5642 Victor Street	Bakersfield
442	2415	Fellows Fire Station #23	100 Broadway	Fellows
129	2415	Randsburg Fire Statn #75	26804 Butte Avenue	Randsburg
444	2415	McKittrick Fire Station #24	23246 2nd Street	Mc Kittrick
443	2415	Maricopa Fire Station #22	801 Stanislaus	Maricopa
411	2415	Lebec Fire Station #56	1548 Golden State Hwy, Lebec	Lebec
117	2415	Inyokern Fire Station #73	6919 Monanche Mt. Ave	Inyokern
234	2415	Rosamond Fire Station #15	3219 35th West Street	Rosamond
159	2415	Ridgecrest Heights Statn #77	815 West Dolphin Ave.	Ridgecrest
445	2415	Ewler Fire Drill-Grounds Only	Enos Ln-1 Mi S Of Stockdale Hy	Bakersfield
149	2415	Southlake Fire Station #71	9000 Navajo, Weldon	Weldon
306	2415	Meadows Field Fire Statn #62	1652 Sunnyside Court	Bakersfield
151	2415	Shafter Fire Station #32	325 Sunset Ave	Shafter
332	2415	Fire Engine House/Storage Bldg	5642 Victor Street	Bakersfield
205	2415	Bear Valley Fire Station #16	28946 Bear Valley Road	Tehachapi
307	2415	EOC Building	2601 Panorama Drive	Bakersfield
434	2415	Derby Acres Call Fire Station	Highway 33	Taft
256	2415	Greenfield Fire Station #52	312 Taft Hwy	Bakersfield
433	2415	Valley Acres Call Fire Station	Orange Street & Hwy 119	Taft
406	2415	Frazier Park Fire Statn #57	729 West End Drive	Frazier Park

EXHIBIT "D"

FAC	CODE	FACILITY NAME	ADDRESS	CITY
Fire				
420	2415	Pine Mountain Fire Stn #58	2420 Symonds Drive	Pine Mtn. Club
247	2415	Stallion Springs-Engine House	Stallion Sprgs & Bold Venture	Tehachapi
Garage				
525	8950	Garage (Main)	1415 Truxtun Avenue	Bakersfield
General Services				
141	1610	Shirley Peak Relay Facility	110 Shirley Peak Road	Wofford Heights
506	1610	Bakersfield Justice Bldg	1215 Truxtun Ave	Bakersfield
229	1610	Mojave Justice Building	1771, 1773 Highway 58-Mojave	Mojave
166	1610	Kern River Valley Admin	7050 Lake Isabella Blvd	Lake Isabella
591	1610	General Services Parking	1430 K St.-1401 "L" St Parking	Bakersfield
314	1610	Fire Training - Olive Dr.	5642 Victor Street	Bakersfield
511	1610	1415 Truxtun Undergrd. Pkg.	1415 Truxtun Avenue	Bakersfield
341	1610	Sheriff - Building H	1350 Norris Rd, Bldg H	Bakersfield
509	1610	Utilities Plant - CC	1415 Truxtun Avenue	Bakersfield
570	1610	Downtown-South Parking Lot Ext	1530 14th Street	Bakersfield
422	1610	Taft Administration Building	315 Lincoln Street-Taft	Taft
432	1610	Taft Communications Building	311 Lincoln Street Taft (rear)	Taft
505	1610	County Administrative Center	1115 Truxtun Ave	Bakersfield
102	1610	Breckenridge Peak Facility	Lat 38-27-04.8 Lon 118-35-13.3	Bakersfield
409	1610	Grapevine Peak Relay Facility	Lat 35-54-10.9 Lon 118-54-15.3	Lebec
301	1610	Fire Dept Emer Comm Center	2601 Panorama Drive	Bakersfield
538	1610	Maintenance Shop	610 E. 18th Street	Bakersfield
106	1610	Delano/McFarland Courts Bldg	1122 Jefferson - Delano	Delano
593	1610	Juvenile Justice Center	2100 College	Bakersfield
172	1610	Bird Springs Commun. Fac.	Bird Springs	Weldon
523	1610	MHD Admin Office	2001 28th Street	Bakersfield
427	1610	Wasco County Building	810 8th Street	Wasco
512	1610	Willard L. Weddell Bldg.	1315 Truxtun Avenue	Bakersfield
504	1610	Superior Court Complex	1415 Truxtun Ave	Bakersfield
592	1610	Jurior Parking - South Lot	1401 "M" Street	Bakersfield
454	1610	McKittrick Peak Radio Site	7100 Galainena Grd	Mc Kittrick
154	1610	Mebane Peak Repeater	Rancherio Road	Bakersfield
325	1610	Sheriff's Facility Complex	1350 Norris Rd.	Bakersfield
162	1610	Shafter/Wasco Courts	325 Central Valley Hwy	Shafter
456	1610	Tejon Peak (Gorman)	37418 1/2 Gorman Post Rd.	Lebec
215	1610	Government Peak Relay Facility	Lat 35-21-03.8 Lon 117-40-27.2	Johannesburg
135	1610	Ridgecrest Justice Facility	132 East Coso	Ridgecrest
204	1610	El Rancho Drive/ Bear Valley	23840 El Rancho Drive	Tehachapi
300	1610	Communications Storage Bldg	2601 Panorama Drive	Bakersfield
576	1610	GS Shop Parking Lot Extention	19th & Kern Street	Bakersfield
561	1610	Arvin/Lamont Courts	12022 Main St	Lamont
125	1610	Lerdo Facility	Lerdo Hwy & Hwy 65	Shafter
153	1610	Rocky Point Relay Facility	N. Side Of Lake Isabella	Kernville
501	1610	Public Services Building	2700 M Street	Bakersfield
163	1610	Shafter/Wasco Admin	329 Central Valley Hwy	Shafter
410	1610	Pine Mtn (Sawmill) Comm Tower	1302 Linden Drive	Pine Mtn. Club
326	1610	Communications Facility	2601 Panorama Drive	Bakersfield
560	1610	Arvin/Lamont Admin	12014 Main St	Lamont
542	1610	"L" Street Guard Shack	1501 1/2 "L" Street	Bakersfield
110	1610	El Paso Peak Relay Facility	Lat 35-28-38.8 Lon 117-42-01.2	Inyokern
243	1610	Thumb Mt. Tehachapi Comm Fac	Lat 35-16-27.4/Lon 118-14-10.8	Tehachapi

EXHIBIT "D"

FAC	CODE	FACILITY NAME	ADDRESS	CITY
<u>General Services</u>				
101	1610	Blue Mountain Comm Site	00 Blue Mountain	Woody
439	1610	Pelato Peak Comm Site	Lat34-55-10.9 N Lon119-24-19 W	Maricopa
130	1610	FM Hill Ridgecrest NWC Comm	Lat 35.678111/Lon 117.613139	Ridgecrest
216	1610	Soledad Mt Communication Site	Section 6, Township 10 N	Mojave
307	1610	EOC Building	2601 Panorama Drive	Bakersfield
132	1610	Ridgecrest County Building	400 N. China Lake Blvd	Ridgecrest
526	1610	1420 "H" Street Bldg	1420 "H" Street	Bakersfield
<u>Grand Jury</u>				
504	2160	Superior Court Complex	1415 Truxtun Ave	Bakersfield
<u>Human Services</u>				
550	5120	Human Services Warehouse	1400 S Street	Bakersfield
146	5120	Ridgecrest Human Svcs Bldg #2	136 Garnet Blvd Suite C	Ridgecrest
201	5120	ETR - Mojave One-Stop	2300 Hwy 58 (Barstow Rd)	Mojave
524	5120	Lamont Human Services	8300 Segrue Road	Lamont
552	5120	Jamison Children's Center	1010 Shalimar Drive	Bakersfield
549	5120	Human Services Extension Whse	444 California Avenue	Bakersfield
278	5120	DHS Kinship Annex Space	3037-3039 Wilson Road	Bakersfield
322	5120	DHS - Financial Svcs Office	4901 Commerce Drive, Suite A	Bakersfield
142	5120	Ridgecrest Human Services Bldg	145 E. Ridgecrest Blvd	Ridgecrest
279	5120	Human Services Kinship Center	3041 Wilson Rd	Bakersfield
418	5120	Taft Human Services Office	119 North 10th Street	Taft
593	5120	Juvenile Justice Center	2100 College	Bakersfield
274	5120	Mojave Human Services	2340 Highway 58	Mojave
173	5120	ETR/Human Services - Delano	1816 Cecil Ave	Delano
166	5120	Kern River Valley Admin	7050 Lake Isabella Blvd	Lake Isabella
588	5120	Hum Svcs Child Visitation Ctr	100 E. California Ave.	Bakersfield
587	5120	O. C. Sills Building	100 E. California Ave.	Bakersfield
166	5120	Kern River Valley Admin	7050 Lake Isabella Blvd	Lake Isabella
<u>Information Technology Services</u>				
326	1160	Communications Facility	2601 Panorama Drive	Bakersfield
506	1160	Bakersfield Justice Bldg	1215 Truxtun Ave	Bakersfield
505	1160	County Administrative Center	1115 Truxtun Ave	Bakersfield
372	1160	County of Kern ITS Center	4175 Mt. Vernon Avenue	Bakersfield
<u>KCFCU - ATM</u>				
505	99990015	County Administrative Center	1115 Truxtun Ave	Bakersfield
<u>Kern Economic Development</u>				
501	99990012	Public Services Building	2700 M Street	Bakersfield
<u>Kern Legacy</u>				
505	9326	County Administrative Center	1115 Truxtun Ave	Bakersfield
<u>Kern Medical Center</u>				
501	8997	Public Services Building	2700 M Street	Bakersfield
517	8997	Coroner Facility	1832 Flower Street	Bakersfield
510	8997	KMC Sagebrush Med Plaza	1111 Columbus Ave	Bakersfield
597	8997	KMC-Human Resources Trailer	2151 College	Bakersfield
<u>Kern Sanitation Authority</u>				
569	9144	Kern Sanitation Authority	4101 Kimber Ave	Bakersfield
<u>Kern Transit Authority</u>				
501	8998	Public Services Building	2700 M Street	Bakersfield
<u>KSFCU ATM</u>				

EXHIBIT "D"

FAC	CODE	FACILITY NAME	ADDRESS	CITY
<u>KSFCU ATM</u>				
506	99990007	Bakersfield Justice Bldg	1215 Truxtun Ave	Bakersfield
<u>Law Library</u>				
504	0051	Superior Court Complex	1415 Truxtun Ave	Bakersfield
<u>Library</u>				
124	6210	Kernville Library	48 Tobias St	Kernville
231	6210	New Mojave Library	15555 "O" Street	Mojave
136	6210	Ridgecrest Library	131 E. Las Flores	Ridgecrest
249	6210	Tehachapi Branch Library	1001 W. Tehachapi Blvd-A400	Tehachapi
273	6210	Wanda Kirk Lib. - Rosamond	3611 Rosamond Blvd	Rosamond
412	6210	Frazier Park Library	3732 Park Drive	Frazier Park
165	6210	Kern River Valley Library	7054 Lake Isabella Blvd	Lake Isabella
174	6210	Wofford Heights Library	6400 #B Wofford Blvd	Wofford Heights
503	6210	Baker Library	1400 Baker Street	Bakersfield
131	6210	Rathbun Library	200 W. China Grade Loop	Bakersfield
245	6210	Mojave Library	16916 1/2 Hwy 14, Space D2	Mojave
544	6210	Arvin Library	201 Campus Drive	Arvin
414	6210	New Buttonwillow Library	101 N. Main Street	Buttonwillow
421	6210	Southwest Library	8301 Ming Avenue	Bakersfield
425	6210	Taft Library	27 Cougar Court	Taft
520	6210	Lamont Library	8304 Segrue Road - Lamont	Lamont
107	6210	Delano Library	925 Tenth Street	Delano
139	6210	Shafter Library	236 James Street	Shafter
269	6210	Wilson Library	1901 Wilson Road	Bakersfield
209	6210	Calif. City Library	9507 Calif. City Blvd	California City
430	6210	Wasco Library	1102 Seventh Street	Wasco
207	6210	Boron Library	26967 Twenty Mule Team Road	Boron
354	6210	Northeast Library	3725 Columbus Street	Bakersfield
170	6210	McFarland Library	500 Kern Ave.	Mc Farland
530	6210	Holloway-Gonzales Library	506 E. Brundage Lane	Bakersfield
585	6210	Beale Memorial Library & Hq	701 Truxtun Ave.	Bakersfield
<u>Major Vertical Penetration Sq. Ft.</u>				
505	4444	County Administrative Center	1115 Truxtun Ave	Bakersfield
512	4444	Willard L. Weddell Bldg.	1315 Truxtun Avenue	Bakersfield
593	4444	Juvenile Justice Center	2100 College	Bakersfield
504	4444	Superior Court Complex	1415 Truxtun Ave	Bakersfield
<u>Mental Health</u>				
365	4120	Mental Health - E. Niles	7900 Niles St.	Bakersfield
364	4120	Mental Health/Children Outptnt	2621 Oswell St.	Bakersfield
361	4120	Mental Health - Commonwealth	3300 Truxtun #106,200,290,320	Bakersfield
510	4120	KMC Sagebrush Med Plaza	1111 Columbus Ave	Bakersfield
455	4120	Southwest Training Center	5121 Stockdale Hwy.	Bakersfield
523	4120	MHD Admin Office	2001 28th Street	Bakersfield
531	4120	Mental Health Dept.- So. Union	2300 South Union Ave.	Bakersfield
429	4120	Mental Health Dept. - Wasco	930 F Street	Wasco
553	4120	S.E. Bksfld Community Svcs.	1600 East Belle Terrace Ave.	Bakersfield
533	4120	Juvenile Probation Department	1809 Ridge Road	Bakersfield
539	4120	Mental Health Mary K. Shell	2151 College Avenue	Bakersfield
507	4120	Sheriff-Central Receiving	1415 Truxtun Avenue	Bakersfield
108	4120	N. Chester Mental Health	2525 North Chester Ave.	Bakersfield
535	4120	Probation	1809 Ridge Road	Bakersfield

EXHIBIT "D"

FAC	CODE	FACILITY NAME	ADDRESS	CITY
<u>Mental Health</u>				
358	4120	Columbus St. Mental Health	3715 Columbus	Bakersfield
<u>Mental Health Substance Abuse</u>				
504	4123	Superior Court Complex	1415 Truxtun Ave	Bakersfield
590	4123	Klein Wegis Building	1401 L Street	Bakersfield
<u>Museum</u>				
582	7210	Kern County Museum	3801 Chester Avenue	Bakersfield
<u>Non-County Agency</u>				
349	9999	Hart Park Adobe Residen & Yard	8000 River Road	Bakersfield
581	9999	Vida Scott Center (MAOF's)	1101 East Belle Terrace Avenue	Bakersfield
140	9999	Vets Hall - Shafter	309 California Ave.	Shafter
523	9999	MHD Admin Office	2001 28th Street	Bakersfield
526	9999	1420 "H" Street Bldg	1420 "H" Street	Bakersfield
501	9999	Public Services Building	2700 M Street	Bakersfield
311	9999	Vets Hall - N.O.R.	400 West Norris Road	Bakersfield
546	9999	Cal Ave Vets Aux Bldg	1016 South Owens Street	Bakersfield
155	9999	Shafter Cotton Reseach Station	17053 North Shafter Ave	Shafter
553	9999	S.E. Bksfld Community Svcs.	1600 East Belle Terrace Ave.	Bakersfield
426	9999	Vets Hall - Taft	218 Taylor Street	Taft
<u>Parking Lot with Lighting</u>				
501	6666	Public Services Building	2700 M Street	Bakersfield
504	6666	Superior Court Complex	1415 Truxtun Ave	Bakersfield
506	6666	Bakersfield Justice Bldg	1215 Truxtun Ave	Bakersfield
505	6666	County Administrative Center	1115 Truxtun Ave	Bakersfield
526	6667	1420 "H" Street Bldg	1420 "H" Street	Bakersfield
572	6667	Parking Lot	1430 Eye Street	Bakersfield
571	6667	Parking Lot - Lighted	14th & Eye Street	Bakersfield
506	6667	Bakersfield Justice Bldg	1215 Truxtun Ave	Bakersfield
<u>Parks</u>				
225	7100	Vets Hall - South Bakersfield	1905 Wilson Road	Bakersfield
521	7100	Seniors/Vets - EB	2101 Ridge Road	Bakersfield
353	7100	"O" Street Sheds	2717-31-35 "O" Street	Bakersfield
331	7100	Pioneer Park	4929 Pioneer Drive	Bakersfield
598	7100	Rec Hall - Rexland Acres	East Fairview Road	Bakersfield
342	7100	Parks Administration Building	2820 "M" Street	Bakersfield
113	7100	Parks Facility - KRV	6405 Lake Isabella Blvd	Lake Isabella
350	7100	Seniors - East Niles Center	6601 Niles	Bakersfield
126	7100	Riverside Park - Kernville	Corner Burlando Rd/Kern River	Kernville
118	7100	Lake Isabella Park	Edith Ave & Lake Isabella Blvd	Lake Isabella
447	7100	Rec Hall - Frazier Park	300 Park Dr.,	Frazier Park
270	7100	Rec Hall - Rosamond	3200 Glendower Ave.	Rosamond
242	7100	Ed Oakley Community Bldg	15840 Caliente Creek Road	Caliente
271	7100	Rec Hall - Boron	26998 John St., Boron	Boron
143	7100	Leroy Jackson Park	E. French/E. Las Flores Ave	Ridgecrest
435	7100	Buena Vista Aquatic Area	Buena Vista Lake-A/C Only	Tupman
168	7100	Rec Bldg - Lost Hills	14688 Lost Hills Rd	Lost Hills
122	7100	Rand Community Bldg	27721 Broadway	Johannesburg
277	7100	Tehachapi Mountain Park	Water Canyon and Pigeon Spring	Tehachapi
119	7100	Seniors/Vets - KRV	6405 Lake Isabella Blvd.	Lake Isabella
231	7100	New Mojave Library	15555 "O" Street	Mojave
147	7100	Greenhorn Mountain Park	Greenhorn Mountain Complex	Wofford Heights

EXHIBIT "D"

FAC	CODE	FACILITY NAME	ADDRESS	CITY
<u>Parks</u>				
516	7100	Rec Bldg - Di Giorgio	701 West Haven	Bakersfield
255	7100	Community Center - Hummel Hall	2500 - 20th Street	Rosamond
584	7100	Downtown Metro Parks Complex	3805 Chester Avenue	Bakersfield
272	7100	Seniors-Ben Austin/Greenfield	N/E Corner S. "H" & McKee Rd	Bakersfield
158	7100	Seniors - Inyokern Center	1247 Broadway - Inyokern	Inyokern
241	7100	Tehachapi County Building	125 East F Street	Tehachapi
311	7100	Vets Hall - N.O.R.	400 West Norris Road	Bakersfield
352	7100	Kern River County Parks	Hart Park to Kern River Golf	Bakersfield
252	7100	Seniors/Vets - Mojave Center	15580 O Street	Mojave
506	7100	Bakersfield Justice Bldg	1215 Truxtun Ave	Bakersfield
514	7100	Vets Hall - California Ave.	999 E. California Ave	Bakersfield
529	7100	Heritage Park Building	Ridge Road & Mt. Vernon Avenue	Bakersfield
<u>Personnel</u>				
505	1310	County Administrative Center	1115 Truxtun Ave	Bakersfield
<u>Planning & Development Svcs</u>				
501	2750	Public Services Building	2700 M Street	Bakersfield
<u>Probation</u>				
561	2340	Arvin/Lamont Courts	12022 Main St	Lamont
226	2340	Mojave County Building	1775 Highway 58 - Mojave	Mojave
103	2340	Camp Owen	14401 Sierra Way (Hwy 178)	Kernville
504	2340	Superior Court Complex	1415 Truxtun Ave	Bakersfield
589	2340	K-Blanton S.L.C.- Prob Office	300 East Truxtun Ave	Bakersfield
422	2340	Taft Administration Building	315 Lincoln Street-Taft	Taft
164	2340	Kern River Valley Courts	7046 Lake Isabella Blvd.	Lake Isabella
553	2340	S.E. Bksfld Community Svcs.	1600 East Belle Terrace Ave.	Bakersfield
455	2340	Southwest Training Center	5121 Stockdale Hwy.	Bakersfield
580	2340	Security Bridge	2100 College	Bakersfield
573	2340	Probation (Juvenile) Baker St	500 Baker St	Bakersfield
583	2340	Ridge Road Warehouse	1831 Ridge Rd	Bakersfield
106	2340	Delano/McFarland Courts Bldg	1122 Jefferson - Delano	Delano
532	2340	Juvenile Hall & Central Sch	1831 Ridge Road	Bakersfield
104	2340	Juvenile Treatment Facility	17824 Quality Road	Bakersfield
519	2340	Probation Training Services	1821 Ridge Road	Bakersfield
547	2340	Probation (Main)	2005 Ridge Road	Bakersfield
548	2340	Probation Annex	2005 Ridge Road	Bakersfield
162	2340	Shafter/Wasco Courts	325 Central Valley Hwy	Shafter
577	2340	Probation Services Bldg.	1819 Jessie	Bakersfield
535	2340	Probation	1809 Ridge Road	Bakersfield
132	2340	Ridgecrest County Building	400 N. China Lake Blvd	Ridgecrest
163	2340	Shafter/Wasco Admin	329 Central Valley Hwy	Shafter
593	2340	Juvenile Justice Center	2100 College	Bakersfield
<u>Public Defender</u>				
226	2190	Mojave County Building	1775 Highway 58 - Mojave	Mojave
593	2190	Juvenile Justice Center	2100 College	Bakersfield
560	2190	Arvin/Lamont Admin	12014 Main St	Lamont
162	2190	Shafter/Wasco Courts	325 Central Valley Hwy	Shafter
106	2190	Delano/McFarland Courts Bldg	1122 Jefferson - Delano	Delano
512	2190	Willard L. Weddell Bldg.	1315 Truxtun Avenue	Bakersfield
422	2190	Taft Administration Building	315 Lincoln Street-Taft	Taft
164	2190	Kern River Valley Courts	7046 Lake Isabella Blvd.	Lake Isabella

EXHIBIT "D"

FAC	CODE	FACILITY NAME	ADDRESS	CITY
<u>Public Defender</u>				
132	2190	Ridgecrest County Building	400 N. China Lake Blvd	Ridgecrest
<u>Public Health</u>				
308	4110	NOR Health Center	125 El Tejon Avenue	Bakersfield
226	4110	Mojave County Building	1775 Highway 58 - Mojave	Mojave
560	4110	Arvin/Lamont Admin	12014 Main St	Lamont
163	4110	Shafter/Wasco Admin	329 Central Valley Hwy	Shafter
105	4110	Delano County Building	455 Lexington Street	Delano
166	4110	Kern River Valley Admin	7050 Lake Isabella Blvd	Lake Isabella
422	4110	Taft Administration Building	315 Lincoln Street-Taft	Taft
502	4110	Arvin Health Building	204 So. Hill	Arvin
574	4110	Public Health Facility	1800 Mt. Vernon Ave	Bakersfield
134	4110	Ridgecrest Health Dept.	250 W. Ridgecrest Blvd.	Ridgecrest
<u>Recorder</u>				
586	2700	Assessor-Hall of Record Annex	1530 Truxtun Avenue	Bakersfield
551	2700	Assessor - Hall Of Records	1655 Chester Avenue	Bakersfield
<u>Resource Management</u>				
501	2730	Public Services Building	2700 M Street	Bakersfield
<u>Risk Management</u>				
505	1910	County Administrative Center	1115 Truxtun Ave	Bakersfield
<u>Roads</u>				
465	3000	Lebec Road Yard	1536 Lebec Service Road	Lebec
501	3000	Public Services Building	2700 M Street	Bakersfield
436	3000	Wasco Road Yard Office	200 N. State Hwy 43	Wasco
362	3000	Mt Vernon Road Yard	2200 Steele Street	Bakersfield
400	3000	Buttonwillow Road Yard	42441 Sullivan Road	Buttonwillow
120	3000	Glennville Road Yard Office	12005 Hwy 155	Woody
202	3000	Tehachapi Substation/Road Yard	22209 Old Town Road	Tehachapi
309	3000	NOR Roads	1900 Roberts Lane	Bakersfield
200	3000	Mojave Road-yard Office	2200 Nadeau Street	Mojave
355	3000	Roads Equip & Maint Facility	5438 Victor Street	Bakersfield
224	3000	Curnow Road Yard	2260 Curnow Road	Bakersfield
457	3000	Taft Road Yard	220 E. Cedar St.	Taft
<u>SECSC/JPA OPS</u>				
553	9404	S.E. Bksfld Community Svcs.	1600 East Belle Terrace Ave.	Bakersfield
<u>Sheriff</u>				
236	2210	Old Rosamond Fire Station	2980 Desert Street	Rosamond
208	2210	Boron Sheriff	26949 Cote Street	Boron
106	2210	Delano/McFarland Courts Bldg	1122 Jefferson - Delano	Delano
135	2210	Ridgecrest Justice Facility	132 East Coso	Ridgecrest
125	2210	Lerdo Facility	Lerdo Hwy & Hwy 65	Shafter
238	2210	Rosamond Sheriff Sub-Station	1379 Sierra Hwy.	Rosamond
458	2210	Frazier Park Sub Station	617 Monterey Trail	Frazier Park
344	2210	Sheriff - Building K-2	1350 Norris Rd, Bldg K-2	Bakersfield
345	2210	Sheriff - Building K-3	1350 Norris Rd, Bldg K-3	Bakersfield
346	2210	Sheriff - Building K-4	1350 Norris Rd, Bldg K-4	Bakersfield
347	2210	Sheriff - Hanger (Bld. I)	1350 Norris Hanger	Bakersfield
348	2210	Sheriff - Building J	1350 Norris Rd.	Bakersfield
267	2210	Sheriff - Walker Basin	14700 Caliente Creek-Twin Oaks	Caliente
121	2210	Sheriff Flightpath Way Office	19249 Flightpath Way	Bakersfield
112	2210	Inyokern Sheriff's Substation	6612 Orchard Street	Inyokern

EXHIBIT "D"

FAC	CODE	FACILITY NAME	ADDRESS	CITY
<u>Sheriff</u>				
504	2210	Superior Court Complex	1415 Truxtun Ave	Bakersfield
371	2210	Sheriff Office Park Bldg 300	5251 Office Park Dr (301-380)	Bakersfield
343	2210	Sheriff - Building K-1	1350 Norris Rd, Bldg K-1	Bakersfield
105	2210	Delano County Building	455 Lexington Street	Delano
248	2210	Tehachapi Sub Station	129 E. F Street	Tehachapi
325	2210	Sheriff's Facility Complex	1350 Norris Rd.	Bakersfield
202	2210	Tehachapi Substation/Road Yard	22209 Old Town Road	Tehachapi
512	2210	Willard L. Weddell Bldg.	1315 Truxtun Avenue	Bakersfield
340	2210	Sheriff - Building G	1350 Norris Rd, Bldg G	Bakersfield
404	2210	Sheriff - Rosedale Substation	10814 Rosedale Hwy.	Bakersfield
536	2210	1501 "L" Street Building	1501 L Street	Bakersfield
280	2210	Sheriff/New Horizon Blvd	4705 New Horizon, Suites 7&8	Bakersfield
573	2210	Probation (Juvenile) Baker St	500 Baker St	Bakersfield
323	2210	Sheriff's Pegasus Field Office	3600 Pegasus, Units #12 & #13	Bakersfield
351	2210	Sherriff's Regional Train Fac	962 Norris Road	Bakersfield
229	2210	Mojave Justice Building	1771, 1773 Highway 58-Mojave	Mojave
561	2210	Arvin/Lamont Courts	12022 Main St	Lamont
527	2210	Sheriff - East Bakersfield	1700 Flower Street	Bakersfield
127	2210	Sheriff Westside Hangers S&T	9999 Sunnyside Court Suite S&T	Bakersfield
507	2210	Sheriff-Central Receiving	1415 Truxtun Avenue	Bakersfield
583	2210	Ridge Road Warehouse	1831 Ridge Rd	Bakersfield
357	2210	Sheriff - Building L	1350 Norris Rd, Bldg L	Bakersfield
422	2210	Taft Administration Building	315 Lincoln Street-Taft	Taft
401	2210	Buttonwillow County Building	181 East 1st Street	Buttonwillow
517	2210	Coroner Facility	1832 Flower Street	Bakersfield
328	2210	Sheriff - Norris Road	1350 Norris Rd. Bldg A	Bakersfield
506	2210	Bakersfield Justice Bldg	1215 Truxtun Ave	Bakersfield
326	2210	Communications Facility	2601 Panorama Drive	Bakersfield
320	2210	Sheriff's Pistol Range	Hart Park	Bakersfield
164	2210	Kern River Valley Courts	7046 Lake Isabella Blvd.	Lake Isabella
341	2210	Sheriff - Building H	1350 Norris Rd, Bldg H	Bakersfield
329	2210	Sheriff - Building B	1350 Norris Rd, Bldg B	Bakersfield
336	2210	Sheriff - Building C	1350 Norris Rd, Bldg C	Bakersfield
339	2210	Sheriff - Building F	1350 Norris Rd, Bldg F	Bakersfield
338	2210	Sheriff - Building E	1350 Norris Rd, Bldg E	Bakersfield
337	2210	Sheriff - Building D	1350 Norris Rd, Bldg D	Bakersfield
<u>Sheriff's Facility</u>				
368	2320	Flightpath Way Building	19249 Flightpath Way	Bakersfield
<u>Sheriff's Unicorn</u>				
324	22100001	Sheriff - Unicorn Field Office	3400 Unicorn, #113	Bakersfield
<u>Special Services</u>				
505	1040	County Administrative Center	1115 Truxtun Ave	Bakersfield
367	1040	Fruitvale Animal Services Fac	3951 Fruitvale Avenue	Bakersfield
<u>Superior Court</u>				
593	9410	Juvenile Justice Center	2100 College	Bakersfield
506	9410	Bakersfield Justice Bldg	1215 Truxtun Ave	Bakersfield
512	9410	Willard L. Weddell Bldg.	1315 Truxtun Avenue	Bakersfield
504	9410	Superior Court Complex	1415 Truxtun Ave	Bakersfield
<u>Superior Court - AOC</u>				
512	94100001	Willard L. Weddell Bldg.	1315 Truxtun Avenue	Bakersfield

EXHIBIT "D"

FAC	CODE	FACILITY NAME	ADDRESS	CITY
<u>Superior Court - AOC</u>				
504	94100001	Superior Court Complex	1415 Truxtun Ave	Bakersfield
593	94100001	Juvenile Justice Center	2100 College	Bakersfield
506	94100001	Bakersfield Justice Bldg	1215 Truxtun Ave	Bakersfield
<u>Superior Court - East Div - AOC</u>				
135	94350001	Ridgecrest Justice Facility	132 East Coso	Ridgecrest
164	94350001	Kern River Valley Courts	7046 Lake Isabella Blvd.	Lake Isabella
254	94350001	Mojave E. Kern Court Trailer	1773 Hwy 58-Mojave	Mojave
226	94350001	Mojave County Building	1775 Highway 58 - Mojave	Mojave
229	94350001	Mojave Justice Building	1771, 1773 Highway 58-Mojave	Mojave
<u>Superior Court - East Div.</u>				
226	9435	Mojave County Building	1775 Highway 58 - Mojave	Mojave
229	9435	Mojave Justice Building	1771, 1773 Highway 58-Mojave	Mojave
135	9435	Ridgecrest Justice Facility	132 East Coso	Ridgecrest
254	9435	Mojave E. Kern Court Trailer	1773 Hwy 58-Mojave	Mojave
164	9435	Kern River Valley Courts	7046 Lake Isabella Blvd.	Lake Isabella
<u>Superior Court - North Div - AOC</u>				
162	94450001	Shafter/Wasco Courts	325 Central Valley Hwy	Shafter
106	94450001	Delano/McFarland Courts Bldg	1122 Jefferson - Delano	Delano
<u>Superior Court - North Div.</u>				
162	9445	Shafter/Wasco Courts	325 Central Valley Hwy	Shafter
106	9445	Delano/McFarland Courts Bldg	1122 Jefferson - Delano	Delano
<u>Superior Court - South Div - AOC</u>				
561	94550001	Arvin/Lamont Courts	12022 Main St	Lamont
<u>Superior Court - South Div.</u>				
561	9455	Arvin/Lamont Courts	12022 Main St	Lamont
<u>Treasurer/Tax Collector</u>				
505	1120	County Administrative Center	1115 Truxtun Ave	Bakersfield
<u>UC Cooperative Extension</u>				
567	99990019	Farm & Home Advisors Office	1031 So. Mt. Vernon Avenue	Bakersfield
<u>US Department of Veterans Affairs</u>				
315	99990024	1110 Golden State Ave Bldg	1110 Golden State Avenue	Bakersfield
<u>Vacant Space</u>				
501	5555	Public Services Building	2700 M Street	Bakersfield
422	5555	Taft Administration Building	315 Lincoln Street-Taft	Taft
132	5555	Ridgecrest County Building	400 N. China Lake Blvd	Ridgecrest
553	5555	S.E. Bksfld Community Svcs.	1600 East Belle Terrace Ave.	Bakersfield
105	5555	Delano County Building	455 Lexington Street	Delano
508	5555	Annex Building	1431 L Street	Bakersfield
325	5555	Sheriff's Facility Complex	1350 Norris Rd.	Bakersfield
593	5555	Juvenile Justice Center	2100 College	Bakersfield
<u>Vacant Structure</u>				
302	8888	2717 "O" Street Building	2717 "O" Street Buildings	Bakersfield
<u>Veterans Service</u>				
132	5510	Ridgecrest County Building	400 N. China Lake Blvd	Ridgecrest
317	5510	Veteran Services Dept Trailers	1120 Golden State Avenue	Bakersfield
105	5510	Delano County Building	455 Lexington Street	Delano
316	5510	Veterans Services	1120 Golden State Avenue	Bakersfield
166	5510	Kern River Valley Admin	7050 Lake Isabella Blvd	Lake Isabella

EXHIBIT "D"

FAC	CODE	FACILITY NAME	ADDRESS	CITY
<u>Waste Management - Solid Waste</u>				
177	8999	McFarland-Delano T.S.	11249 Stradley Avenue	Delano
282	8999	Boron S.L.	11400 Boron Avenue	Boron
359	8999	Waste Mgmt - Special Waste Fac	4951 Standard St.	Bakersfield
459	8999	Buttonwillow T.S.	41751 Sullivan Road	Buttonwillow
175	8999	Glennville T. S.	9301 Highway 155	Glennville
176	8999	Kern Valley T.S.	9800 Sierra Way	Kernville
281	8999	Bena S. L.	2951 Newmarkel Road	Edison
461	8999	Lost Hills T.S.	14251 Holloway Road	Lost Hills
283	8999	Mojave-Rosamond S.L.	400 Silver Queen Road	Mojave
178	8999	Ridgecrest S.L.	3301 Bowman Road	Ridgecrest
462	8999	Shafter-Wasco S.L.	17621 Scofield Avenue	Shafter
369	8999	WMD - Ground Water Bldg	4951 Standard Street	Bakersfield
463	8999	Taft S.L.	13351 Elk Hills Road	Taft
284	8999	Tehachapi S.L.	12001 Tehachapi Blvd.	Tehachapi
501	8999	Public Services Building	2700 M Street	Bakersfield
218	8999	Keene T.S.	29592 Woodford/Tehachapi Rd	Keene
460	8999	Lebec T.S.	300 Landfill Road	Lebec
<u>Watershed Coordinator</u>				
166	99990023	Kern River Valley Admin	7050 Lake Isabella Blvd	Lake Isabella