

REQUEST FOR PROPOSAL

General Plan Amendment 23-0001 and Site Plan Review 22-0223 (Rosedale/Coffee Commercial Retail Center) Environmental Impact Report



Paul Johnson, Planning Director
Development Services Department – Planning Division
1715 Chester Avenue | Bakersfield, CA 93301

(REVISED 11/16/2023)
POSTED: November 15, 2023
DUE: December 13, 2023

**REQUEST FOR PROPOSAL (RFP)
FOR PROFESSIONAL SERVICES TO PREPARE
ENVIRONMENTAL IMPACT REPORT FOR
GENERAL PLAN AMENDMENT NO. 23-0001 and SITE PLAN REVIEW NO. 22-0223**

The City of Bakersfield is seeking qualified professional consultants to prepare an Environmental Impact Report (EIR) for General Plan Amendment No. 23-0001 and Site Plan Review No. 22-0223 (Rosedale/Coffee Commercial Retail Center). A list of consultants who have received this distribution RFP is attached.

Respondents to the Request for Proposal (RFP) are specifically directed not to contact any City personnel other than the contact person indicated below. It is suggested that you **send a single email inquiry if there are multiple questions concerning the scope of professional services required.**

HOW TO RESPOND TO THIS RFP:

To respond to this RFP, please submit **four hard copies and one electronic copy** of your proposal to the following address:

Roque Nino, Principal Planner
Development Services Department – Planning Division
1715 Chester Avenue | Bakersfield, CA 93301
Email: rnino@bakersfieldcity.us | Phone: (661) 326-3671

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



RESPONSE TO REQUEST FOR PROPOSAL (RFP)

ENVIRONMENTAL IMPACT REPORT FOR GPA NO. 23-0001 AND SITE PLAN REVIEW NO. 22-0223

DUE DATE: This proposal is subject to a 28-day response period. Consideration has been included for mail delivery and holidays in calculating the response date. Proposers are solely responsible for ensuring timely receipt of proposals and responses received after the due date will not be considered. Postmark date will not constitute timely delivery.

The proposal must arrive at the address noted above before **5:00 pm** on the closing date listed below to be considered for this project.

Plan Calendar is as follows: “Tentative Schedule”

Distribution of RFQ/RFP	11/15/2023
DUE DATE for Response to RFQ/RFP	12/13/2023
Notification of Short List Selection	12/15/2023
Interviews (If Needed)	12/19/2023
Notification of Final Selection.....	1/2/2024

Roque Nino
Principal Planner

Date: 11/15/2023

1.0 INTRODUCTION	3
1.1 PURPOSE OF THIS PROPOSAL	3
1.2 PROJECT LOCATION	3
1.3 PROJECT DESCRIPTION	3
1.4 SITE CHARACTERISTICS - SURROUNDING LAND USES.....	3
2.0 SERVICES TO BE PROVIDED BY THE CONSULTANT.....	8
2.1 TASK 1: KICK-OFF MEETING AND BACKGROUND REVIEW	8
2.2 TASK 2: NOTICE OF PREPARATION CIRCULATION	8
2.3 TASK 3: EXPANDED PROJECT DESCRIPTION PREPARATION	9
2.4 TASK 4: APPLICANT-PREPARED TECHNICAL REPORT PEER REVIEW	9
2.5 TASK 5: ADMINISTRATIVE DEIR PREPARATION.....	10
2.6 TASK 6: SCREENCHECK DEIR PREPARATION.....	12
2.7 TASK 7: DEIR AND TECHNICAL APPENDICES CIRCULATION	12
2.8 TASK 8: DRAFT AND SCREENCHECK FEIR AND TECHNICAL APPENDICES PREPARATION AND CIRCULATION	12
2.9 TASK 9: DRAFT FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS PREPARATION	13
2.10 TASK 10: HEARING ATTENDANCE	13
2.11 TASK 11: ADMINISTRATIVE RECORD PREPARATION	14
3.0 PROPOSAL FORMAT, CONTENTS, AND SUBMISSION	15
3.1 PROPOSAL CONTENTS	15
3.2 PROPOSAL SUBMISSION.....	17
4.0 MISCELLANEOUS GENERAL REQUIREMENTS	19
4.1 PAYMENT FOR SERVICES	19
4.2 SERVICES PROVIDED BY THE CITY	19
4.3 SOLICITATION CAVEAT.....	20
4.4 TIME.....	20
4.5 FORM OF PROFESSIONAL SERVICES AGREEMENT.....	21
4.6 BUSINESS ADDRESS.....	21
4.7 ADDENDA	21
4.8 ENVIRONMENTAL ANALYSIS CRITERIA.....	21
4.9 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION	22
5.0 SELECTION PROCESS	23

1.0 INTRODUCTION

1.1 Purpose of this Proposal

The City of Bakersfield (City) is requesting proposals from qualified consulting firms to prepare an Environmental Impact Report (EIR) in compliance with the California Environmental Quality Act (CEQA), Guidelines. The EIR will analyze the potential environmental impacts related to General Plan Amendment No. 23-0001 which is a request to amend the land use designation from P (Public Facilities) to SI (Service Industrial) and Site Plan Review No. 22-0223 which is a request to approve the development of a commercial retail center. The request will be considered by the Bakersfield Planning Commission and City Council.

1.2 Project Location

General Plan Amendment No. 23-0001 and Site Plan Review No. 22-0223 (Project) is located at 2401 Coffee Road, southwest corner of Coffee Road and Rosedale Highway (see Figure 1).

1.3 Project Description

Sage Investco, LLC (applicant), is proposing a General Plan Amendment (GPA) and Site Plan Review (SPR) to develop a commercial retail development project that would encompass approximately 422,192 square feet of total building space (Figure 2). The Project will be comprised of 359,818 square feet of retail space, 25,161 square feet of restaurants/drive-thrus, a 4,125 square feet express car wash, a 4,000 square feet financial institution, a 4,088 square feet gas station with convenience store, and a 25,000 square feet health club. The Project will also include a privately maintained 5,990 square foot community park that will include an amphitheater, a playground, water fountain feature, and a visitor center. Landscaping will be provided throughout the commercial center including over 400 trees. Two pedestrian plazas totaling over 26,000 square feet will be provided as a community space. The Project would also include road improvements for street frontages along Rosedale Highway, Coffee Road, El Toro Viejo Road, and Coffee Frontage Road to include new sidewalks/walkways with a landscaped area between the road and the sidewalk. Vehicular access to the Project site will be provided via a proposed driveway along El Toro Viejo Road, two right-in/right-out only driveways along Rosedale Highway, and right-in/right-out only driveways along Coffee Road, and the addition of a fourth approach at the existing signalized intersections at Rosedale Highway and Northwest Promenade and Coffee Road and Jet Way. The Project will provide a surface parking area for a total of 2,137 parking spaces.

1.4 Site Characteristics - Surrounding Land Uses

The Project site consists of one 45.85-acre parcel that is L-shaped fronting Rosedale Highway and Coffee Road. The parcel was previously developed as a Pacific Gas & Electric Company (PG&E) power plant that has undergone demolition and remediation under the oversight of the Central Valley Regional Water Quality Control Board. The Project site has four (4) active oil and gas wells, one (1) idle waterflood well, and two (2) plugged oil and gas wells, with associated pipelines. Also, two (2) out of service 20,000 gallon above ground storage tanks are on site. The Project site is bounded by Rosedale Highway and a commercial retail center to the north; Coffee Road, Friant-Kern Canal, and a commercial retail center to the east; an electrical substation to the south; and fast-food restaurant, El Toro Viejo Road, and a furniture store to the west.

GPA 23-0001

CITY OF BAKERSFIELD

CITY
COUNTY

GPA 23-0001
FROM: P
TO: LI

Land Use

RESIDENTIAL

- ER - Estate Residential: 1 dwelling unit/net acre
- LMR - Low Medium Density Residential: > 4 units but ≤ 10 dwelling units/net acre
- HMR - High Medium Density Residential: > 7.26 units but ≤ 17.42 dwelling units/net acre
- LMR/LR
- LR - Low Density Residential: ≤ 7.26 dwelling units/net acre

COMMERCIAL

- GC - General Commercial
- MUC - Mixed Use Commercial
- MC - Major Commercial

INDUSTRIAL

- LI - LIGHT INDUSTRIAL
- SI - Service Industrial
- HI - Heavy Industrial

PUBLIC FACILITIES

- P - Public Facilities
- PS - Public/Private Schools

OPEN SPACE

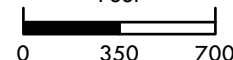
- OS-P - Parks and Recreation



BAKERSFIELD



Feet



BaseEditor_MV

2.0 SERVICES TO BE PROVIDED BY THE CONSULTANT

The following provides a series of tasks for services required as part of this RFP. When preparing a proposal for submittal to the City of Bakersfield, the following should be addressed:

2.1 Task 1: Kick-off Meeting and Background Review

After receiving authorization to proceed, the consultant will coordinate and attend a kick-off meeting with the Planning Division to receive any available information regarding the project, such as technical studies, planning documents, maps, and aerial photographs; discuss timing and the schedule for document preparation; establish communication protocols and expectations; and provide an opportunity to discuss any other project-related matters. Of particular importance is engaging in discussion about the project objectives because they, in part, will be used to analyze the project alternatives developed for the project. The consultant will provide the Planning Division and the applicant with a kick-off meeting memorandum that summarizes the meeting including agreed upon action items, timing of the items, and who is responsible to complete each item.

After the kick-off meeting, the consultant will mobilize and begin to review background information provided at the meeting as well as other available information pertinent to the project. While reviewing this information, the consultant will develop a list of additional information needs, if necessary, to successfully prepare the EIR. The consultant will also provide a full project organized by task/milestone spanning from kick off through Final EIR consideration by the Bakersfield City Council.

Deliverables:

1. Kick-off meeting memorandum in electronic format;
2. Information needs list in electronic format, if needed;
3. Full project schedule organized by task/milestone in electronic format.

2.2 Task 2: Notice of Preparation (NOP) and Circulation

The Consultant, in collaboration with the Planning Division, will write and prepare the Notice of Preparation (NOP) for public distribution, including a Project Description, list of probable environmental effects, and all other required components as outlined by CEQA. The City will notice and conduct a Scoping Meeting during the 30-day public review period, and the consultant's attendance is preferred. The consultant will be responsible for the following:

1. Administrative draft NOP and associated documents including Initial Study;
2. Review the project description for technical completeness;
3. Final NOP for public distribution in electronic format;
4. Submit Final NOP and Notice of Completion (NOC) to the State Clearinghouse (SCH);
5. Distribute 50 or more hard copies or electronic copies (with cover letter) to Agencies and interested parties as identified on a mailing list provided by Planning Division, via overnight carrier or certified US Mail;
6. Provide one three-ring binder hardcopy to the City;
7. Provide one USB flash/thumb drive or electronic copy via a file transfer service that includes PDF and Word versions of final NOP, set of NOP figures, and PDF of all documents cited in final NOP;
8. Assess all NOP comments received and prepare responses through the Draft EIR.

Deliverables:

1. Final NOP and NOC to SCH;
2. 50 or more hard copies or electronic copies of the final NOP to Planning Division-provided mailing list;
3. One three-ring binder hardcopy final NOP for City Planning;
4. One USB flash/thumb drive or electronic copy via a file transfer service that includes PDF and Word versions of final NOP, set of NOP figures, and PDF of all documents cited in final NOP.

2.3 Task 3: Expanded Project Description Preparation

Using the NOP project description, the consultant will augment this description with the most current information and comments from the NOP public review period and develop an expanded draft project description. As part of the EIR project description's development, the consultant will conduct a field reconnaissance of the project site and surrounding area to get a better understanding of the project site in anticipation of preparing the project description. The consultant will review the applicant-provided technical reports to enhance our understanding of the existing project setting and augment this background review with in-house resources and additional research. After reviewing this information, the consultant will prepare and submit an information needs memorandum, if necessary, to the Planning Division to improve our understanding of the project description (see Task 1). Using the information from the field reconnaissance, technical reports, in-house resources, additional research, and Planning Division-provided information, the consultant will prepare a project description within 60 days of the authorization to proceed to be used for the subsequent environment documentation.

The project description will include a detailed narrative of the project components, with graphics and maps to highlight the project location, project elements, current land-use designations and zoning classifications, and surroundings. As discussed in Task 1 above, be prepared to work with the Planning Division and the applicant to develop an agreed-upon list of project objectives. This is a vital step towards developing a reasonable range of alternatives to be addressed later in the environmental documentation process.

Assume one round of review of the administrative draft project description by the Planning Division. Please allow two weeks in your anticipated schedule for the Planning Division to review the administrative draft project description.

Deliverables:

1. Administrative draft project description in Word format;
2. Draft project description in Word format.

2.4 Task 4: Applicant-Prepared Technical Report Peer Review

Based on an initial review of the project and its possible environmental effects, Planning Division has required the preparation of the following technical reports by the applicant to inform the EIR analysis and be appended to the EIR:

1. Air Quality/Climate Change Analysis/Health Risk Assessment (third-party peer review already completed);
2. Biological Resources Study;
3. Archaeological/Cultural Resources Study;

4. Traffic Impact Study (including VMT analysis);
5. Water Will-Serve or Availability Letter;
6. Water Supply and Demand Report;
7. Phase I Environmental Site Assessment (at a minimum);
8. Urban Decay;
9. Acoustical Analysis.

The consultant will conduct a review and provide an assessment of the technical reports regarding CEQA adequacy. The consultant will conduct a review and provide an assessment of the technical reports regarding CEQA adequacy. As noted above, a peer review of the Air Quality/Climate Change Analysis/Health Risk Assessment has been conducted and may be utilized as part of the EIR preparation. The consultant will prepare a brief peer review memorandum for each technical report to make the Planning Division aware of concerns associated with CEQA adequacy for each technical report or to provide feedback that a report is sufficient for the purposes of the CEQA analysis. The Planning Division assumes that the consultants that prepared the reports after our initial review, if necessary, will modify all submitted technical reports, and that only one round of review and final confirmation of adequacy will be needed.

Deliverables:

1. Technical report sufficiency memoranda in PDF format.

2.5 Task 5: Administrative DEIR Preparation

The consultant will prepare the administrative draft EIR (DEIR) in accordance with the *City of Bakersfield CEQA Implementation Procedures*. The project will be analyzed at the project level, which will provide a sufficient level of study that additional CEQA compliance will not be required if the Planning Commission decides to approve the project and certify the EIR. The DEIR will include all the required contents per CEQA and will include a detailed inventory of existing conditions, thresholds of significance used for the evaluation of impacts, and an analysis of the environmental impacts and levels of significance. Appropriate mitigation measures will be provided for potential impacts identified in each environmental issue area shown in the City of Bakersfield *Initial Study Environmental Analysis* checklist (i.e., Aesthetics, Agriculture and Forest Resources, Air Quality, etc.) for which a potentially significant impact may occur.

The consultant will budget for two rounds of review of the administrative DEIR by the Planning Division and the consultant will include 20 days for their review of the Planning Division changes, in their proposed project schedule. The estimated target date is six to eight months to get the DEIR circulated from the time the applicant provides all technical reports. Revisions to the administrative DEIR will be provided to the Planning Division in underline/strikeout format.

Technical Issues

The EIR will focus on the potentially significant environmental impacts identified in the NOP.

Alternatives

The consultant will work closely with the Planning Division to identify and screen a reasonable range of alternatives for analysis in the EIR. These alternatives will be based on their ability to feasibly attain most of the project objectives while avoiding or substantially lessening any of the significant environmental impacts of the project. As allowed by CEQA, the alternatives will be analyzed at a reduced level of detail in comparison to the project.

Consequences of Project Implementation

Cumulative Impacts

The cumulative impacts analysis will focus on the potential for environmental impacts from this project, along with other proposed and reasonably foreseeable projects in the area. The list of cumulative projects will be developed in coordination with the Planning Division. The project's contribution to the overall cumulative baseline will be evaluated and "cumulatively considerable" impacts will be identified. Mitigation measures will be developed for any cumulatively considerable impacts, if applicable and feasible.

Growth-Inducing Impacts

As required by CEQA, the EIR will evaluate whether the project has the potential to directly or indirectly foster economic or population growth. This analysis will include an assessment of whether the project would directly contribute to growth or remove obstacles to population growth, such as through the extension of infrastructure. We will evaluate whether any projected increase in population as a result of the project would result in additional impacts to existing community resources or encourage and facilitate other activities that could significantly affect the environment.

Significant Irreversible Environmental Changes

As required by CEQA, the consultant will summarize the significant and unavoidable impacts resulting from the project and will identify any significant irreversible changes and irretrievable commitments of the environment. This will include a discussion of nonrenewable resources, permanent conversion of land uses, improvements to areas previously inaccessible, and other factors that would commit future generations to similar environmental impacts.

Effects Found Not To Be Significant

As required by CEQA, the consultant will provide a qualitative explanation of issues found not to be significant during the NOP process as well as impacts that were studied in the EIR and determined to be less than significant.

Organizations and Persons Consulted

The consultant will prepare this section to document any federal, state, or local agencies, other organizations and private individuals consulted in preparing the EIR.

Preparers

The consultant will prepare this section to document all preparers of the EIR and their contribution.

Acronyms

The consultant will prepare this section to define all acronyms used in the EIR.

Bibliography

The consultant will prepare this section to Metropolitan Library System (MLS) standards and include all personal communications. The consultant will also keep electronic copies of all reference materials for the administrative record (see Task 13).

Deliverables:

1. Round 1 administrative DEIR in Word format;
2. Round 2 administrative DEIR in Word format.

2.6 Task 6: Screencheck DEIR Preparation

After the two rounds of review of the administrative DEIR, the consultant will revise and prepare a screencheck DEIR and technical appendices for approval by the Planning Division within two weeks of receiving comment from the Planning Division prior to distributing the DEIR for the required 45-day public review period.

Deliverables:

1. Screencheck DEIR in PDF format.

2.7 Task 7: DEIR and Technical Appendices Circulation

Once the screencheck DEIR has been approved, the consultant will print (as needed) and distribute the DEIR. The consultant will submit the DEIR and the NOC to the SCH following their most recent electronic submission criteria. In addition, the consultant will also print and distribute 50 or more hard copies or electronic copies of the DEIR with appendices to agencies or persons on a mailing list provided by the Planning Division. The consultant will also provide 5 comb-bound hybrid copies (hardcopy of the DEIR with an USB flash/thumb drive of all appendices attached) for the Planning Commission and City staff. In addition, the consultant will provide one full hardcopy of the DEIR including tabbed technical appendices in three-ring binders for the Planning Division use. The consultant will also provide the Planning Division with one USB flash/thumb drive that includes PDF and Word versions of DEIR and a set of DEIR figures. The consultant will deliver all copies of the NOP via overnight carrier (for time-sensitive deliveries) or certified US Mail.

Deliverables:

1. DEIR and NOC to SCH per most recent electronic submission criteria;
2. 50 or more hard copies or electronic copies of Notice of Availability (NOA) for DEIR with appendices to Planning Division-provided mailing list;
3. 5 comb-bound hybrid copies DEIR (hardcopy of the Volume 1 of the DEIR with an USB flash/thumb drive of all volumes of the DEIR attached) for internal City distribution;
4. One tabbed, three-ring binder full hardcopies DEIR for Planning Division use;
5. One USB flash/thumb drive that includes PDF and Word versions of DEIR and set of DEIR figures.

2.8 Task 8: Draft and Screencheck FEIR and Technical Appendices Preparation and Circulation

Following the 45-day public review period for the DEIR, the consultant will prepare a draft final EIR (FEIR) based on comments received during the 45-day public review period. The consultant will evaluate and annotate comments received and prepare written responses to all comments as required by CEQA. The responses to comments and any changes to the DEIR deemed necessary by City Planning will be prepared

in the draft FEIR and submitted to the Planning Division for review. Assumes only one round of review of the draft FEIR by the Planning Division and that it will take the consultant one month from the end of the 45-day public review period to prepare the screencheck FEIR.

As part of the FEIR preparations, the consultant will prepare the Mitigation Monitoring and Reporting Program (MMRP) to be appended to the FEIR. The MMRP will contain all accepted mitigation measures. The MMRP will include, but is not necessarily limited to, the following:

1. Project time period to which the measure applies (i.e., during construction, prior to obtaining grading permit, prior to operation, etc.);
2. Future review and reporting requirements;
3. Responsible party for cost of mitigation;
4. Responsible party for implementing and enforcing mitigation;
5. Requirements for monitoring by outside agency; and
6. Monitoring and reporting frequency.

After the Planning Division has provided revisions based on the draft FEIR, the consultant will revise and provide a screencheck FEIR for approval by the Planning Division. Once the screencheck FEIR has been approved, the consultant will print and distribute the FEIR at least three weeks (21 days) prior to the Planning Commission hearing on the project. The consultant will deliver all copies of the FEIR via overnight carrier (for time-sensitive deliveries) or certified US Mail.

Deliverables:

1. Draft FEIR in Word format;
2. Screencheck FEIR in PDF format;
3. 50 or more hard copies or electronic copies of FEIR to a Planning Division-provided mailing list, including all necessary copies for the Planning Division and Planning Commission.

2.9 Task 9: Draft Findings of Fact and Statement of Overriding Considerations Preparation

The consultant will prepare a draft Findings of Fact and, if necessary, Statement of Overriding Considerations in accordance with Sections 15091 and 15093 of the CEQA Guidelines for the City's use. They are legal City documents and therefore, the City will finalize these documents in consultation with the City Attorney. Assume one round of review of the draft documents by Planning Division.

Deliverables:

- 2 Draft Findings of Fact and Statement of Overriding Considerations in Word format;
- 3 Updated draft Findings of Fact and Statement of Overriding Considerations in Word format.

2.10 Task 10: Hearing Attendance

The consultant will be available to support the Planning Division at all public hearings related to the project. Assume preparation for, and attendance at, one Planning Commission Hearing and one City Council Hearing.

If the project is approved and the EIR is certified, the Planning Division will prepare the Notice of Determination (NOD) to be filed with the SCH and County Clerk.

2.11 Task 11: Administrative Record Preparation

The consultant will provide the Planning Division with the Administrative Record within 30 days of the City Council making a determination about the project. The Administrative Record will include all documents referenced in the EIR and technical appendices.

Deliverables:

1. Administrative Record in PDF format

NOTE: Where requested in electronic format, the documents should be provided to staff on a USB flash drive, FTP site, or other mutually agreed upon alternative. Documents shall be provided in both Microsoft Word format and searchable PDF format (the PDF document should be provided as a single document, optimized and compressed).

3.0 PROPOSAL FORMAT, CONTENTS, AND SUBMISSION

3.1 Proposal Contents

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

3.1.1 Cover Page

Indicate the name of firm and project title.

3.1.2 Professional Team & Qualifications

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

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

Include the following information in this section:

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

3.1.3 Project Approach and Work Schedule

Present your response to the services requested above. The proposal shall include a description of the methodology developed to perform the required services and tasks, including the listing of products associated with each. Provide a work schedule outlining timeframes for circulation of the project, work products, and payment milestones, taking into consideration the time constraints set forth in Section 4.4. A list of applicant-prepared reports and other deliverables that have already been completed to date are listed in Section 2.4.

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

The proposed project duration is six (6) months for completing the DEIR after the consultant is awarded the contract, followed by public review and hearings. The actual processing time may vary and will depend

on issues and circumstances, which evolve from public meetings, CEQA processing, future funding, and future events. The proposal should demonstrate the consultant's willingness to prepare and execute flexible work scheduling based on these unknown events. The proposal must allow adequate time for Staff review, comment, and redraft of the documents, discussion, and deliberation throughout the program.

3.1.4 Cost of Services

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

The proposed budget should outline all estimated costs to complete the project as outlined in Section 2 of this RFP, including administrative costs, graphics, duplication, and mailings as well as travel costs. Please note that the City of Bakersfield does not pay "Cost-Plus" expenses. Therefore, integrate all anticipated costs to complete the project into the total proposed budget.

3.1.5 Indemnification and Insurance

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

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

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

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

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

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

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

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

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

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

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

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

3.1.6 Current Volume of Work

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

3.2 Proposal Submission

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

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

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

Roque Nino, Principal Planner

Development Services Department – Planning Division

1715 Chester Avenue | Bakersfield, CA 93301

Email: rnino@bakersfieldcity.us | Phone: (661) 326-3671

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

4.0 MISCELLANEOUS GENERAL REQUIREMENTS

4.1 Payment for Services

Payment for completion of milestones (see Section 2) which requires the preparation of studies and/or any other City requested work shall be subject to approval by City Staff and will not be paid prior to the completion of any requested revisions.

4.2 Services Provided by the City

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

4.2.1 City Documents

Planning Division will provide the following documents as part of the EIR processing:

1. Noticing for the scheduled public hearings (including newspaper of general circulation), notices to all property owners within 300 feet of the project site, and notices to those requesting in writing for notification;
2. Copy of application and supporting materials;
3. *Metropolitan Bakersfield General Plan*;
4. Zoning Ordinance;
5. Housing Element (most recent version);
6. Current aerial map of area;
7. Cumulative projects list for projects within the City (in collaboration with the consultant);
8. 30-day review period for administrative draft EIR;
9. 14-day review period for administrative final EIR;
10. 14-day review periods for the administrative monitoring program and findings; and
11. NOD filed with the County Clerk.

4.2.2 CEQA Documentation

Upon agreement between the City and consultant on the scope of the information required, the City will furnish consultant with available data, plans, reports, maps, and other materials and information required for the project, except those included in the consultant's scope of services. City staff to be included in the following:

1. Development of assumptions for the required reports.
2. Development of range of project alternatives for analysis.

3. Development of list of projects to be included in the analysis of cumulative impacts.

4.2.3 Other Tasks Completed by City Staff

1. Upon identification by the consultant, and approval by the City, of the necessity and scope of the information required, furnish consultant with available data, plans, reports, maps, and other materials and information required for the project, except those included in consultant's scope of services.
2. Provide all public correspondence, communications, and submittals received.
3. Provide mailing list for document review.
4. Provide document and graphics review for consistency with the City's formats, policies, procedures, plans, and ordinances.
5. Provide reference materials (past EIRs and Negative Declarations, etc.).
6. Due to the potential for litigation, Staff works closely with City Attorney's office, to provide guidance and review of environmental documents and findings.
7. Process and schedule the necessary documentation and make the presentation to the Planning Commission and City Council.
8. Examine all maps, reports, sketches, opinions related to the project, specifications, drawings, proposals, and other documents presented by the consultant to the City.
9. Give prompt written notice to consultant whenever the City observes or otherwise becomes aware of any defects in the program.
10. Provide document and graphics review for consistency with the City's formats, policies, procedures, plans, and ordinances.

4.3 Solicitation Caveat

The proposer understands and agrees that the City of Bakersfield shall have no financial responsibility for any costs incurred by the proposer in responding to this RFP and shall not be liable to any proposer for costs attributed to the design of the project until the proposer has executed a contract with the City of Bakersfield and been authorized in writing to proceed. The City of Bakersfield reserves the right to terminate this RFP after three days' notice to all prospective proposers.

The submission of a proposal shall be conclusive evidence that the consultant had investigated and satisfied themselves as to the conditions to be encountered, the character, quality, and scope of work to be performed, and the requirements of the City of Bakersfield.

4.4 Time

Time is of the essence as to all work to be performed by the selected consultant. Based on the preliminary work completed to date, including completion of the studies listed in Section 2.4, the requested completion of the DEIR is six (6) months after the consultant contract being awarded.

4.5 Form of Professional Services Agreement

Attached is substantially the form of the Professional Services Agreement, which the successful firm is expected to execute. Prospective consultants shall be notified of major changes to this Request for Proposal or the proposed Professional Services Agreement by addenda.

4.6 Business Address

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

4.7 Addenda

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

4.8 Environmental Analysis Criteria

The analysis shall be conducted in accordance with CEQA and criteria in the adopted City of Bakersfield Initial Study Environmental Analysis checklist. These criteria are to be used in assessing the significance of project-level and cumulative level environmental effects.

4.8.1 Technical Studies

The consultant shall be required to prepare each of the following studies based on City of Bakersfield guidelines, subject to an executed full disclosure agreement. Each consultant-prepared study shall be reviewed for adequacy by Planning and other City staff. The City will advise the consultant on necessary revisions and/or additional analysis and the consultant shall make the revisions as noted. Therefore, the proposal should include cost and scheduling provisions for making required revisions to studies based on City direction.

- a. All studies identified in the Tasks noted above.
- b. Any technical and environmental studies deemed necessary by the City after consultation with other agencies during public review of CEQA documentation.

4.8.2 Meetings

Consultant will meet with Planning Division Staff to discuss and agree upon assumptions and parameters for all studies and documents related to the CEQA process, including cumulative impacts, direct and indirect impacts, and project alternatives (see Task 1). The submitted proposal should also include representation at no less than one Planning Commission hearing and no less than one City Council hearing (see Task 11). The consultant is expected to participate in the presentation of the EIRs to the Planning Commission by providing technical support to City Staff regarding the EIR.

4.8.3 Draft EIR Publication

When publishing the Draft EIR for public review, the consultant will include any textual changes to any plans or ordinances and any support studies or reports as appendices. Reproduction and distribution of the DEIR via overnight carrier (for time-sensitive deliveries) or certified US Mail will be the responsibility

of the consultant. The Planning Division (with consultant's input) will provide a mailing list. See Section 2 for a detailing of expected deliverables. Detailed instructions on the exact number of copies will be provided in an official memo prior to the distribution of the DEIR.

4.8.4 Response to Comments

Following public review of the DEIR, the consultant will prepare written responses to any comment letters received by Staff concerning the DEIR, which may include the incorporation and development/clarification of identified mitigation measures. The consultant will also make any changes to the DEIR as deemed necessary by Staff. The Planning Division will review and comment on each aspect of the DEIR, as necessary, prior to finalization of the FEIR by the consultant.

As part of the FEIR, the consultant will prepare for consideration by the City of Bakersfield Planning Commission and City Council appropriate Mitigation Measure Monitoring Program and findings pursuant to CEQA Sections 15091 and 15093 (if necessary).

The FEIR will be distributed by the consultant via overnight carrier (for time-sensitive deliveries) or certified U.S. Mail, as either an electronic copy or printed hard copy (depending on the total number of comments), at least three weeks prior to the Planning Commission's consideration of the EIR to all persons who commented.

Your submitted proposal may also include any additional proposed work your firm believes is necessary for the adequate preparation of a CEQA document, but not included in the proposed outline. This suggested work should be included in the cost breakdown as optional and not part of the City requested work.

4.8.5 Administrative Record

The consultant shall be responsible for the preparation, cataloguing, and delivery of the administrative record (see Task 12). The Planning Division will provide a memorandum providing directions.

4.9 Disadvantaged Business Enterprise (DBE) Participation

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

5.0 SELECTION PROCESS

All proposals received by the specified deadline will be reviewed by the City for content, fee schedule, staffing, the proposed work program, and the phasing of tasks as well as overall compliance with this RFP.

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

The City reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal received. The City reserves the right to select the proposal or proposals which, in its sole judgment, best meet the needs of the City. Pursuant to Section 4526 of the Government Code, the selection will be based on demonstrated competence and on the professional qualifications of the applicants and at a fair and reasonable price to the City.

City of Bakersfield Planning Division Qualified EIR Consultant List - Mailing Labels - Updated: 11/16/23	Crawford & Bowen Planning, Inc. Attn: RFP Manager 113 N. Church St., Ste. 302 Visalia, CA 93291 PH: 559-840-4414	ESA Attn: RFP Manager 626 Wilshire Blvd., Ste.1100 Los Angeles, CA 90017 PH: 213-599-4300
AECOM Attn: RFP Manager 1220 Avenida Acaso Camarillo, CA 93012 PH: 805-388-3775	Denise Duffy & Associates, Inc. Attn: RFP Manager 947 Cass St., Ste. 5 Monterey, CA 93940 PH: 831-373-4341	FirstCarbon Solutions Attn: RFP Manager 250 Commerce, Ste. 250 Irvine, CA 92602 PH: 714-508-4100
Alta Archaeological Consulting LLC 2681 Cleveland Avenue Santa Rosa, Ca 95403 PH: 559-476-7316	Drake Haglan and Associates Attn: RFP Manager 11060 White Rock Rd. , Ste 200 Rancho Cordova, CA 95670 PH 916-363-4210	HDR Engineering, Inc. Attn: RFP Manager 3230 El Camino Real, Ste. 200 Irvine, CA 92602 PH: 714-730-2300
Alta Environmental Attn: RFP Manager 3777 Long Beach Blvd., Annex Bldg. Long Beach, CA 90807 PH: 888-608-3010	Dudek Attn: RFP Manager 38 N. Marengo Ave. Pasadena, CA 91101 PH: 626-204-9800	ICF International Attn: RFP Manager 49 Discovery, Ste. 250 Irvine, CA 92618 PH: 949-333-6625
AMEC Environmental & Infrastructure Attn: RFP Manager 104 West Anapamu St., Ste. 204A Santa Barbara, CA 93101 PH: 805-962-0992	Ecology and Environment Inc. Attn: RFP Manager 505 Sansome St., Ste. 300 San Francisco, CA 94111 PH: 415-398-5326	Impact Brands, Inc. Attn: RFP Manager 1023 Del Paso Blvd Sacramento, CA 95815-3604 PH 916-549-8646
Applied Planning, Inc. Attn: RFP Manager 11762 De Palma Rd., 1-C 310 Corona, CA 92883 PH: 909-937-0333	ECORP Consulting, Inc. Attn: RFP Manager 215 N. Fifth St. Redlands, CA 92374 PH: 909-307-0046	Impact Sciences Attn: RFP Manager 811 W. 7 th Street Suite 200 Los Angeles, CA 90017 PH: 805-437-1900 *
Ascent Environmental, Inc. Attn: RFP Manager 455 Capitol Mall, Ste. 300 Sacramento, CA 95814 PH: 916-444-7301	EcoTierra Consulting, Inc. Attn: RFP Manager 5776-D Lindero Canyon Rd. #414 Westlake Village, CA 91362 PH: 818-356-9496	Infrastructure Engineers Attn: RFP Manager 3060 Saturn St. Ste. 250 Brea, Ca 9281 PH: 714-940-0100
Aspen Environmental Group Attn: RFP Manager 5020 Chesebro Rd., Ste. 200 Agoura Hills, CA 91301 PH: 818-597-3407	EMC Planning Group Inc. Attn: RFP Manager 601 Abrego St. Monterey, CA 93940 PH: 831-649-1799	Kimley-Horn and Associates, Inc. Attn: RFP Manager 555 Capitol Mall, Ste. 300 Sacramento, CA 95814 PH: 916-858-5800
Benchmark Resources Attn: RFP Manager 2515 E. Bidwell St. Folsom, CA 95630 PH: 916-983-9193	Envicom Corporation Attn: RFP Manager 4165 E. Thousand Oaks Blvd., Ste. 290 Westlake Village, CA 91362 PH: 818-879-4700	Krazan & Associates Attn: RFP Manager 2205 Coy Ln. Bakersfield, CA 93307 PH: 661-837-9200
CAJA Environmental Services, LLC Attn: RFP Manager 15350 Sherman Wy., Ste. 315 Van Nuys, CA 91406 PH: 310-469-6700	EPD Solutions, Inc. Attn: RFP Manager 3333 Michelson Dr. Ste. 500 Irvine, CA 92612 PH: 949-794-1180	LSA Associates Attn: RFP Manager 20 Executive Park, Ste. 200 Irvine, CA 92614 PH: (949) 553-0666

Meridian Consultants LLC Attn: RFP Manager 920 Hampshire Rd., Ste. A5, Westlake Village CA 91361 PH: 805-367-5720	Provost & Pritchard Consulting Services Attn: RFP Manager 1800 30 th St., Ste. 280 Bakersfield, CA 93301 PH: 661-616-5900	UltraSystems, Inc. Attn: RFP Manager 16431 Scientific Wy. Irvine, CA 92618-7443 PH: 949-788-4988
Michael Baker Attn: RFP Manager 3100 Zinfandel Dr. Ste. 125 Rancho Cordova, CA 95670 PH: 916-361-8384	QK Inc. Attn: RFP Manager 5080 California Ave., Ste. 220 Bakersfield, CA 93309 PH: 661-616-2600	Urban Planning Partners Attn: RFP Manager 388 17 th St. Ste. 230 Oakland Ca 94312 PH: 510-251-8210
Minter Harnish Attn: RFP Manager 1415 20 th St. Sacramento, Ca 95811 PH: 916-446-0522	Rincon Consultants, Inc. Attn: RFP Manager 180 N. Ashwood Ave. Ventura, CA 93003 PH: 805-644-4455	WZI Inc. Attn: RFP Manager 1717 28 th St. Bakersfield, CA 93301 PH: 661-326-1112
MRS Environmental Inc. Attn: RFP Manager 1306 Santa Barbara St. Santa Barbara, CA 93101 PH: 805-289-3920	Raney Planning & Management, Inc. Attn: RFP Manager 1501 Sports Dr. Sacramento, CA 95834 PH: 916-372-6100	
Northcutt & Associates Attn: RFP Manager 4304 Poplar St. Lake Isabella, CA 93240 PH: 760-379-4626	RECON Environmental, Inc. Attn: RFP Manager 3111 Camino Del Rio N Ste. 600 San Diego, CA 92108 PH: 619-308-9333	
Oliveira Environmental Consulting Attn: RFP Manager 3155 Rose Ave San Luis Obispo, CA 93401 PH: 805-234-7393	Sapphos Environmental Inc. Attn: RFP Manager 430 N. Halstead St. Pasadena, CA 91107 PH: 626-683-3547	
Padre Associates, Inc. Attn: RFP Manager 3500 Coffee Road, Ste. B Bakersfield, CA 93308 PH: 661-829-2686	Stantec Attn: RFP Manager 555 Capitol Mall, Ste. 650 Sacramento, CA 95814 PH: 916-442-3230	
Parsons Corporation Attn: RFP Manager 100 W. Walnut St. Pasadena, CA 91124 PH: (626) 440-4000	SWCA Environmental Consultants Attn: RFP Manager 320 N Halstead Ste. 120 Pasadena, CA 91107 PH: 626-240-0587	
PlaceWorks Attn: RFP Manager 3 MacArthur Pl., Ste. 1100 Santa Ana, CA 92707 PH: 714-966-9220	T&B Planning, Inc. Attn: RFP Manager 3200 El Camino Real, Ste. 100 Irvine, Ca 92602 PH: 714-505-6360	
Power Engineers, Inc. Attn: RFP Manager 333 City Boulevard West Ste 1700 Orange, CA 92868 PH: 714-507-2700	Tetra Tech, Inc. Attn: RFP Manager 17885 Von Karman Ave., Ste. 500 Irvine, CA 92614 PH: 949-809-5000	

Professional Services Agreement

AGREEMENT NO. _____

INDEPENDENT CONTRACTOR'S AGREEMENT

[Over \$40,000]

This **INDEPENDENT CONTRACTOR'S AGREEMENT** ("Agreement") is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and _____ a [business type: Sole Proprietorship; Partnership; Corporation; LLC; etc.] authorized to do business in California (referred to herein as "CONTRACTOR").

RECITALS

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

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

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

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

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

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

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

CITY will pay CONTRACTOR within 30 days after CONTRACTOR submits an itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to CONTRACTOR for performing

the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR. In no case will CITY compensate CONTRACTOR more than \$_____ for performing the Scope of Work.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on _____ [Date].
4. **TERMINATION.** Either party may terminate this Agreement after giving the other party written notice, as provided herein, ten days before the termination is effective.
5. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
6. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.
7. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
8. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
9. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the date first written above.
10. **KEY PERSONNEL.** CONTRACTOR shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, CONTRACTOR shall not change such personnel without CITY's written approval.
11. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.
12. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all

times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licenses or professional degrees.

13. STANDARD OF PERFORMANCE. The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.

14. SB 854 COMPLIANCE. To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

16. INSURANCE.

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

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

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

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

16.1.2.2 Provide products and completed operations coverage;

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

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

16.1.3 **Workers' compensation insurance** with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

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

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

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

16.2 General Provisions Applying to All Insurance Types.

16.2.1 All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

16.2.2 All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.

16.2.3 The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A:-VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance

rated below Best's A-VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

- 16.2.4** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 16.2.5** Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 16.2.6** It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.
- 16.2.7** Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.

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

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

19. ASSIGNMENT. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

20. ACCOUNTING RECORDS. CONTRACTOR shall maintain accurate accounting records

and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.

21. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
22. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
24. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
25. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
26. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
27. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
28. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
29. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
30. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
31. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

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

CONTRACTOR: _____

32. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.
33. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.
34. **TAX NUMBERS.**

CONTRACTOR's Federal Tax ID Number
CONTRACTOR is a corporation? Yes _____ No
(Please check one.)

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

"CITY"
CITY OF BAKERSFIELD

"CONTRACTOR"

By: _____
GOH
Mayor

By: _____ **KAREN**
Print Name:

Title:

[Signatures on Following Page]

DO NOT HAVE STAND ALONE SIGNATURE PAGE

APPROVED AS TO CONTENT:
CITY DEPARTMENT NAME

By: _____
DEPARTMENT HEAD NAME
TITLE

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
(NAME & TITLE)
Insurance: _____

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Attachment: Exhibit ____