



Request for Qualifications (RFQ)

**On-Call Wastewater Maintenance
Public Works Department, Wastewater Division
Bakersfield, California**

April 21, 2020

Contractors wishing to be considered for this project should thoroughly read this Request for Qualifications (RFQ). Information required to be provided in a Statement of Qualifications (SOQ) is detailed in Section IV. Contractors submitting an SOQ must do so in accordance with the requirements of Section VI. As required by section X, a signed copy of the enclosed sample agreement must be submitted with an SOQ.

I. GENERAL PROJECT DESCRIPTION AND REQUIREMENTS

The City of Bakersfield (City) desires to enter into an agreement with multiple qualified maintenance and repair Contractors for providing wastewater plant maintenance and repair services on an “on-call” basis. The term of agreement shall be in place for two years (2 years) from the effective date of the Agreement and may be extended in accordance with the provisions of this RFQ for one additional one-year period. Projects will be maintenance and repair work for both Wastewater Treatment Plant No. 2 and Wastewater Treatment Plant No. 3.

The different types of wastewater maintenance work includes but is not limited to repair of: pumps, pipes, bar screens, valves, cogeneration system, tertiary system, ferric chloride system, dissolved air flotation (DAF) thickener unit, polymer feed system, centrifuges, aeration basins, aeration blowers, primary and secondary clarifiers, odor control system, digesters, boilers, grease and septage receiving system; replace parts, install new units, rebuild units, general construction, welding, trouble shooting, and other wastewater maintenance work.

The compensation amount in the awarded agreements(s) will be contingent upon the number of agreements issued. In the past, the City has awarded up to four agreements with the total compensation under a given agreement set to not exceed Two Hundred Thousand Dollars (\$200,000) for the two-year term.

The Contractor shall execute his work in a timely manner and in accordance with a schedule approved by the City. Failure to respond by completing scheduled work in a timely manner may result in termination of the agreement.

The Contractor must possess a valid Class A and/or any applicable Class C Contractor's License at the time of bid opening and throughout the term of the agreement. Likewise, Contractor must be registered as a Public Works Contractor with the Department of Industrial Relations and must maintain registration valid throughout the term of the agreement.

II. SERVICES TO BE PROVIDED BY THE CONTRACTOR (SCOPE OF WORK)

The Contractor shall have qualified staff to provide all the services necessary for the type of repair services as defined in Section I of this RFQ and the specific scopes of work for projects that are developed during the term of the agreement. The Contractor shall have the resources necessary to respond to a call for services immediately and be able to complete the project in a timely manner. The Contractor shall have the support staff and

resources needed for the completion of a project as defined in the specific project scope of work.

The different types of wastewater maintenance work includes but not limited to repair of: pumps, pipes, bar screens, valves, cogeneration system, tertiary system, ferric chloride system, DAF thickener unit, polymer feed system, centrifuges, aeration system, blowers, primary and secondary clarifiers, odor control system, digesters, boilers, grease and septage receiving system; replace parts, install new units, rebuild units, general construction, welding, trouble shooting, and other wastewater maintenance work.

III. TIME SCHEDULE FOR THE PROJECT

Once a specific project is developed and the scope of work established, the Contractor shall submit a Schedule of Work with number of hours estimated to complete the tasks described in the specific scope of work. The Contractor shall execute the Work in a timely manner and in accordance with the submitted Schedule of Work.

IV. STATEMENT OF QUALIFICATIONS

All interested contractors (Proposer's) shall submit a Statement of Qualifications (SOQ) which shall contain at a minimum the following information:

- A. The completed General Information Sheet (refer to Attachment RFQ-1). An officer of the Proposer must sign this document.
- B. Description of the Proposer's management principles, policies and procedures in regards to:
 1. Responding in a timely manner;
 2. Availability of Proposer's staff to start work on a project;
 3. Development of a project schedule and adhering to that schedule;
 4. Complete and successful performance of all tasks assigned to the Contractor.
- C. Name and relevant experience of Proposer's principals.
- D. Name and relevant experience of the Proposer's key personnel.
- E. A statement of why Proposer should be selected for this On-Call Wastewater Maintenance contract.
- F. A list of comparable contracts on which Proposer has been involved during the past five years. The list should include at least three different clients and should provide the following information for each project:
 1. Contract title, location and description including size of the project;
 2. Nature of Proposer's responsibility;
 3. Start and end dates of Proposer's involvement in the contract;
 4. Names of Proposer's key personnel involved in the contract;
 5. Total dollar amount of Proposer's contract;
 6. Name, address and phone number of the contract owner;
 7. Name and address of Proposer's client if different from the contract owner; and
 8. Name and phone number of contact person at Proposer's client's office.

G. A list of Proposer's claims history since January 1, 2015.

1. List all claims, demands for arbitration and/or law suits filed by PROPOSER, predecessor companies or company officers against contract owners or their agents. This list shall include the following information for each claim:
 - a. Name of project owner;
 - b. Project completion date;
 - c. Basis for claim;
 - d. Claim or suit amount;
 - e. Current status; and
 - f. Award or Settlement amount.
2. List all claims, demands for arbitration and/or law suits filed by contract owners, their agents or subcontractors against PROPOSER, predecessor companies, its agents or bonding company in connection with PROPOSER, its officers, its agents or bonding company. This list shall include the following information for each claim:
 - a. Name of contract owner;
 - b. Contract completion date;
 - c. Basis for claim;
 - d. Claim or suit amount;
 - e. Current status; and
 - f. Award or Settlement amount.

H. A statement of Proposer's current insurance coverage signed by a company official. The City requires a minimum of One Million Dollars (\$1,000,000) Professional Liability Insurance, Automobile Liability Insurance, General Liability Insurance, and Workers' Compensation Insurance. If the current coverage does not meet the City's minimum requirements, a statement of Proposer's ability and intent to obtain the required coverage must be included. Do not submit a certificate of insurance in lieu of this statement.

V. PROJECT FEE PROPOSAL

There will be no minimum payment in connection with this agreement. The City will request a fixed fee proposal from the Contractor at the time when a specific project is developed. The Contractor shall submit a fee proposal based on the Scope of Work of the specific project, including a Schedule of Work with number of hours estimated for the Work.

Request for payment of services shall be billed, with an itemized invoice, to the City in accordance with the rates in the Proposer's schedule of hourly billing rates submitted in response to this RFQ. All charges for materials, printing, computers, etc., shall be included in the hourly billing rates.

The rates on the schedule submitted by the Proposer shall be held constant throughout the term of this agreement. No "cost of living" or other similar increases of the hourly rates will be allowed. All charges shall be shown as multiples or fractions of the rates in that schedule.

The Contractor will be responsible for compensating their employees in accordance with all applicable labor laws and regulations. All applicable work shall be subject to prevailing wages in accordance with the State of California Department of Industrial Relations.

VI. SUBMITTAL OF STATEMENT OF QUALIFICATIONS

Contractors responding to this RFQ must include the following items in their submittal package:

- A. Three (3) copies of Proposer's SOQ;
- B. One copy of the completed "General Information Sheet" (Attachment RFQ/P-1) signed by a company official; and
- C. One signed copy of the Draft Independent Contractor's Agreement for this project (refer to Section X, "CONTRACT DOCUMENTS", of this RFQ);
- D. One copy of the Proposer's schedule of hourly billing rates in its own sealed envelope labeled: "Hourly Billing Rates".

The submittal items must be placed into a sealed envelope bearing PROPOSER's name and the words

Statement of Qualifications for
On Call Wastewater Maintenance
Public Works Department, Wastewater Division
Bakersfield, California

Before **3:00 p.m. on Tuesday, May 26, 2020**, the submittal package must be delivered to:

Sameena Gill, Engineer III
Public Works Wastewater Division
6901 McCutchen Road
Bakersfield, California, 93313

The City assumes no responsibility for non-receipt of submittal packages due to any delay, including, but not limited to, carrier delay. It is the proposer's responsibility to meet the deadline stated above.

Submittals which do not contain the required number of copies and all the information requested in this RFQ may be considered non-responsive and rejected without evaluation.

Submittals received after the deadline or at the wrong location will be considered non-responsive. Fax copies will not be accepted.

VII. SELECTION OF CONTRACTOR(S)

Contractors submitting a SOQ, must provide in their submittal, verifiable evidence demonstrating that they have considerable current and past experience in providing the services necessary for the items described in the "General Project Description and Requirements" section and "Services to Be Provided by the Contractor (Scope of Work)" section of this RFQ.

The City will evaluate the Proposer based on the following items:

- A. The information contained in the firm's SOQ submitted in response to this request. The City's evaluation of this information will be based, at least in part, on the requirements for the SOQ set forth in this RFQ.

- B. Proposer's ability to understand the project requirements as it may be revealed in their proposed methods and procedures, and approach to the project.
- C. Comments received from the City's reference checks.
- D. Proposer's submittal and subjective statements.

The Proposers' schedule of hourly billing rates shall not be opened until evaluation of SOQ scores and reference checks of all Proposers are completed and the ranking of Proposers is in order. The City may award contract to two or more maintenance and repair contractors after reviewing all the Statements of Qualifications (SOQ) submitted. The decision as to which Proposers are best qualified to perform the work specified herein shall be in the exclusive jurisdiction of the City, and its decision shall be final and binding on all parties.

The submission of a fee proposal shall be conclusive evidence that the Proposer and its subcontractors have investigated and satisfied themselves as to the conditions to be encountered, the character, quality and scope of work to be performed, and any municipal and ordinance requirements of the City of Bakersfield.

VIII. PROJECT ASSIGNMENT PROCEDURE

In the event that the City enters into an agreement with more than one Contractor, assignment of projects may be based on the expertise of the Contractor as presented in the SOQ.

The City's "On-Call" wastewater maintenance agreements will state that the selected Contractors shall not receive more than an aggregate total of \$200,000 each for the term of the agreement, unless otherwise modified by amendment.

IX. 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 Request for Qualifications and shall not be liable for any Proposer costs attributed to its own study and investigation or design of a specific project until the Proposer has executed a contract with the City of Bakersfield and has been authorized in writing to proceed. The City of Bakersfield reserves the right to terminate this Request for Qualifications after three (3) days notice to all prospective Proposers.

X. CONTRACT DOCUMENTS

A sample copy of the City's **INDEPENDENT CONTRACTOR'S AGREEMENT** is included as Attachment RFQ-2. Please review the agreement carefully. This is the contract the Contractor will be expected to execute without alteration. **If any changes are desired to be considered, the Proposer must submit a copy of the requested modifications to the City for approval at least seven (7) calendar days prior to the date that Statements of Qualifications are due.** If approved, the City will then issue the changes to all prospective contractors prior to the due date.

An officer of Proposer must sign and return this sample contract with his submittal. The signature indicates that Proposer accepts the clauses of the contract, including the indemnity clause, as stated on the enclosed sample copy of the City's agreement and any modifications thereto issued by the City during this solicitation of SOQ's. That indemnity clause reads as follows:

“CONTRACTOR shall indemnify, defend, and hold harmless CITY, its 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, 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.”

An Acknowledgment Line, which reads as follows, will be found on the last page of the sample agreement. Proposer must review the sample agreement carefully prior to signing it.

“I have received and reviewed the sample INDEPENDENT CONTRACTOR'S AGREEMENT including the INDEMNITY clause which was sent to me with the City's RFQ/P. My signature below shall signify our firm's acceptance of said contract if our firm is selected for awarding a contract for the project as described in said RFQ. This acceptance is made with the understanding that the Compensation and Time for Completion clauses will be modified to contain the amounts and dates established for this contract.”

The Contractor shall not be allowed to alter or negotiate contract language after the submittal of Contractor's Statement of Qualifications. Failure to execute the contract without alteration may result in the rejection of the Contractor's proposal and the retaining of a different contractor by the City.

At the time of contract execution, the Contractor will be required to provide evidence of insurance coverage (Certificates of Insurance) as specified in the agreement.

XI. CONTACTS AT THE CITY OF BAKERSFIELD

All questions concerning the project, the submittal of a Statement of Qualifications, the City's review and evaluation of the SOQ/P's, and the City's selection of a contractor for this project should be directed to:

Sameena Gill, Engineer III
Public Works Department
City of Bakersfield
6901 McCutchen Road
Bakersfield, CA 93313
Voice Phone: 661-326-3249
Email: sgill@bakersfieldcity.us
Facsimile: 661-852-2125

XII. ATTACHMENTS TO THIS RFQ/P

The following documents are attachments to this RFQ:

Attachment RFQ-1 -- General Information Sheet

Attachment RFQ-2 -- Sample Agreement



Attachment RFQ-1 -- General Information Sheet

**On-Call Wastewater Maintenance
Public Works Department, Wastewater Division
Bakersfield, California**

Date: _____

Legal Name of Firm: _____

Type of Organization: _____
Individual, Partnership or Corporation

For corporations, the state in which the firm is incorporated: _____

Federal Employer I.D. Number: _____

Street Address: _____

Mailing Address: _____

Telephone Number: _____

Facsimile Number: _____

Contact Person: _____

Name

Phone Number

E-Mail

Name of Principal-in-charge

Title

License Number

Signature of an officer of the firm

Title

Date

Attachment RFQ-2 -- Sample Agreement

AGREEMENT NO. _____

INDEPENDENT CONTRACTOR'S AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

assigned to perform the Scope of Work. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, CONTRACTOR shall not change such personnel without CITY's written approval.

11. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.
12. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licenses or professional degrees.
13. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.
14. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
15. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall

not serve to vary the terms of this Agreement.

16. **INSURANCE.**

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

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

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

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

16.1.2.2 Provide products and completed operations coverage;

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

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

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be

insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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

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

16.2 General Provisions Applying to All Insurance Types.

- 16.2.1** All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 16.2.2** All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.
- 16.2.3** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.
- 16.2.4** The insurance required in this section must be maintained

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

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

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

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

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

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

19. ASSIGNMENT. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts,

actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

20. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.
21. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
22. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
24. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
25. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
26. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

27. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
28. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
29. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
30. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
31. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

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

CONTRACTOR: _____

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

34. TAX NUMBERS.

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

[Signatures on Following Page]

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

"CITY"
CITY OF BAKERSFIELD

"CONTRACTOR"

By: _____
KAREN GOH
Mayor

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
(NAME & TITLE)
Insurance: _____

APPROVED AS TO CONTENT:
CITY DEPARTMENT NAME

By: _____
DEPARTMENT HEAD NAME
TITLE

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Attachment: Exhibit ____

"I have received and reviewed the sample INDEPENDENT CONTRACTOR'S AGREEMENT including the INDEMNITY clause which was sent to me with the City's RFQ/P. My signature below shall signify our firm's acceptance of said contract if our firm is selected for awarding a contract for the project as described in said RFQ/P. This acceptance is made with the understanding that the Compensation and Time for Completion clauses will be modified to contain the amounts and dates established for this contract."

Signature: _____ Date: _____

B.R. FROST COMPANY

A California Corporation

California State Contractors License N° 832554 (Classes A & B)

EXHIBIT B



5172 Sisson Drive
Huntington Beach
California 92649
(714) 381-2893

Price Schedule

B.R. Frost Company uses aggregate pricing of \$850.00/man/day with one-day minimums.

Foreman, SCADA, general labor, are all billed at the same rate.

Service trucks, PSE, air monitoring equipment, Confined-Space Entry Permit, equipment, and general hand tools are included in aggregate pricing.

B.R. Frost Company does not charge travel time.

Per California State Law, time and one-half are charged over eight (8) hours, or over forty (40) hours at prevailing wage rate. Administrative and overhead cost are not added to overtime costs.

Equipment rentals, are charged at cost plus ten percent (10%).

Parts and sub-prices are charged at cost plus fifteen percent (15%).

Terms are net thirty (30) days on closing of invoices.

All costs of invoices are to be verified by site personnel prior to submittal.