



EASTERN KERN AIR POLLUTION CONTROL DISTRICT

Request for Proposal

The Eastern County Air Pollution Control District (District) is seeking a qualified Contractor to upgrade the existing air monitoring station District site at the Ridgecrest City Offices in Ridgecrest California:

**City of Ridgecrest
100 West California Avenue
Ridgecrest, California 93555**

Submittal: Five (5) hard copies and one (1) electronic copy of the proposal must be received at the address below on or before:

Friday, March 6, 2015 – 5:00 PM

**PROPOSALS RECEIVED AFTER THE TIME AND DATE
STATED ABOVE WILL NOT BE ACCEPTED.**

Address to: Glen Stephens, Air Pollution Control Officer
Eastern Kern Air Pollution Control District
2700 M Street, Suite 302
Bakersfield, California 93301

Mark Envelope: "Quote – Air monitoring station: Ridgecrest"

Issuance Date: February 5, 2015

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Cover Sheet

Eastern Kern Air Pollution Control District Ambient Air Monitoring Needs

The Eastern Kern Air Pollution Control District (District) is seeking a qualified consultant to upgrade the existing ambient air monitoring station in Ridgecrest, California.

Proposers are specifically directed not to contact any District personnel, other than the Contact Person indicated below, for any purpose related to this Request for Proposal (RFP). **Unauthorized contact of any District personnel may be cause for rejection of a consultant's proposal.** All inquiries or submittals concerning this RFP should be directed to the following Contact Person:

Glen Stephens, P.E.
Air Pollution Control Officer
Kern County Air Pollution Control District
2700 M St., Suite 302
Bakersfield, CA 93301
glens@co.kern.ca.us
661-862-5250

Issuance Date: February 6, 2015
Pre-Proposal Conference Call: Thursday, February 26, 2015 at 10:00 AM
(Contact District for Call-in Number)
Proposal Due Date: March 6, 2015
Proposal Due Time: Before 5:00 p.m.

Postmark date will not constitute timely delivery. Responses received after the above time **will not** be considered. Proposers are solely responsible for ensuring timely receipt of their Proposals. **Sign, date and return this cover sheet with your proposal.**

Firm: _____

Name/Title: _____

Signature: _____

Date: _____

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I. GENERAL INFORMATION

A. Project Background and Description

The Eastern Kern Air Pollution Control District (District) is responsible for the eastern portion of Kern County. This part of Kern County is a diverse region consisting of mountain and desert with a population of approximately 120,000 people spread over more than 3700 square miles. There are three incorporated cities: California City, Ridgecrest and Tehachapi. Four of the larger unincorporated communities are Lake Isabella, Kernville, Mojave and Rosamond, along with other smaller communities.

The eastern portion of Kern County can be further divided into geographical regions that are separated from each other by elevated terrain. These regions are the Indian Wells Valley which includes Ridgecrest, Inyokern and part of the Naval Air Weapons Station China Lake (NAWS). The Fremont Valley and the northern portion of the Antelope Valley comprise the remainder of the desert portion of the District and includes the communities of Randsburg, Mojave, California City, Boron, and Edwards Air Force Base (EAFB). The Tehachapi region is one of the two populated mountain regions and includes the Golden Hills, Bear Valley, Stallion Springs and the Cummings Valley communities. The Kern River Valley is the other mountain region with the communities of Kernville, Lake Isabella, Wofford Heights, South Lake, Mount Mesa, and Weldon.

1. Current Air monitoring Stations and Utilization of Data

The District currently monitors PM₁₀ and PM_{2.5} Ridgecrest site. The PM₁₀ and PM_{2.5} are both filter based units, scheduled for 1-in-6 day runs. District Staff provide routine maintenance and filter changes. The California Air Resources Board (ARB) staff handles the more skilled maintenance, repair and replacement, and data review. PM₁₀ filters are shipped to the ARB lab and PM_{2.5} samples to the San Diego Air Pollution Control District's lab.

The District also operates Beta Attenuation Mass (BAM) monitors at the recently upgraded Mojave-Poole Street location. Meteorological gear is also installed at this site. The upgraded site began operation May 2011.

Primarily, the data collected is used to determining attainment or show maintenance of the ambient air quality standards for ozone, PM₁₀ and PM_{2.5}. The District and ARB have committed to maintain the Mojave-Poole ozone monitor in the 1-hour Ozone Maintenance Plan for this area. The PM₁₀ high-volume monitors at Ridgecrest-West California Avenue and the Mojave-Poole Street were critical in the current air quality designations of those areas. The District has been operating PM_{2.5} Federal Reference Method (FRM) monitor at the Ridgecrest and Mojave sites since 1999 to determine the PM_{2.5} attainment status of the area.

In addition to the aforementioned use, the air monitoring data and meteorological data are used in Prevention of Significant Deterioration (PSD) determinations and air quality modeling. Ozone and real-time meteorological data from Mojave are used by the ARB forecasters for burn-day determinations, for use in the summertime ozone mapping programs and displayed on the ARB recent air quality data pages.

2. Current Staffing and Maintenance

Currently, District staff provides routine maintenance for all the equipment and conducts minor repairs on the filter based equipment. In addition to the District Staff, ARB technicians routinely spend one or two days per month to provide the expertise to keep the meteorological and ozone equipment in repair. The ARB also provides the shop repair services for the meteorological and ozone equipment. ARB staff is unable to commit a substantial increase in resources to assist the District in maintaining additional monitoring equipment. Additionally, ARB is not able to support any equipment with which they not familiar.

3. Upgrading of Ridgecrest Ambient Air Monitoring Site

The District has received numerous requests for meteorological data and current ambient conditions in the Ridgecrest area. Currently, a meteorological tower is at the Ridgecrest-California Avenue site; however, equipment to provide meteorological data is unavailable at the Ridgecrest-California Avenue site; additionally, the 1-in-6 day ran cannot provide current ambient conditions. Also, ozone data is not available for the Ridgecrest area.

B. Services and Qualifications Required of Successful Consultant

The District is soliciting a Consultant to deliver a turn-key air monitoring station for ozone, PM₁₀, PM_{2.5}, and several meteorological parameters on the City of Ridgecrest property at 100 West California Avenue, Ridgecrest. The selected Consultant will be expected to use professional staff to complete the tasks, whose training and experience are appropriate for the work they are doing. To accomplish the objective of this RFP and to comply with all legal requirements the Consultant must demonstrate that he has the appropriate staff and/or subcontractors as part of their team. Consultant's team will include at least one or more members with experience in operating and installing particulate and gaseous ambient air monitoring equipment, and meteorological equipment. Consultant's team must include a contractor licensed by the State of California to install the equipment shelter, concrete pad and meteorological tower, described in Sections 3, 4, 5, and 6. The specific tasks for the project's consultant are as follows:

1. The Project Manager for the proposal will meet with District staff for an initial kick-off meeting and site visit within 30 days of completion and signing of an agreement between the Consultant and the District. Consultant is required to report on the project's progress in short, 15 minute or less, bi-weekly conference calls to the designated District contact.
2. The Consultant will obtain the appropriate building permits from the County of Kern for construction and installation of the equipment shelter, pad, electrical service and meteorological tower. The City of Ridgecrest will complete Building Inspection. All equipment and structures installed as part of this project must meet the following: Wind Load Design Factor of 75 MPH, Seismic Zone 4, and Exposure C building specifications. The Planning Department for the County of Kern has determined that the proposed use is incidental and accessory to the use of the property and that no additional land-use approval is necessary.

To the extent required by law and pursuant to Chapter 1 of Part 7 of Division 2 of the Labor Code (commencing with Section 1720), Consultant agrees to comply with all prevailing wage requirements relating to the construction of the site improvements to be provided by Consultant, either by itself or through any subcontractor. In addition, before commencing any work on the project, Consultant shall furnish a faithful performance bond and a payment bond with good and sufficient sureties acceptable to the District in the penal sum of fifty thousand dollars (\$50,000) each.

3. A concrete pad behind the Ridgecrest City Offices on 100 West California Avenue, Ridgecrest, California (see photograph Section II.K below). The pad is to extend 2 inches beyond the exterior of the shelter in three directions and 6 feet in front. Concrete pad is to be a minimum of 6" thick and should be at least 4" above the ground, with a slight slope for water runoff. Composition is to be a "6 sack" mix, or better. No "filler material" such as broken concrete, etc. may be used in any fashion. Pad is to contain reinforcing, either "driveway mesh" or fiber reinforcement added at the batch plant. The pad is to have a trowel sweat or broom finish for slip resistance. A layer of sand (1" minimum) is to be placed under the slab to minimize cracking from settling. The sand is to be wet down and compacted. The underlying soil is to also be properly compacted to prevent settling of the slab. If the pad is improperly installed, the Consultant will remove and replace it at their expense.
4. A modular building (no other type of building will be allowed) of at least 10 feet wide by 12 feet long and 9 feet high (minimum 8 feet interior height) the door side facing to the north or to the east. It is understood the location of power outlets, doors, air conditioners, lighting, etc., will be variable due to shelter construction. Exact placement will be finalized between the consultant, manufacturer, and the District prior to construction of the shelter. The modular building must conform to the

following requirements and Contractors are encouraged to conform to all recommended and preferred specifications.

5. The District will accept proposals for an equipment shelter or modular unit that sits on the pad. The shelter or modular unit will be anchored to the concrete pad and all construction of this shelter and raised framing area must meet a Wind Load Design Factor of 75 MPH, Seismic Zone 4, and Exposure C building specifications. The cost of this shelter will include delivery and complete installation at 100 West California Avenue Ridgecrest, California.

No hemlock fir is to be used in the framing of the structure. Use Douglas Fir #2 or better (kiln dried lumber is preferred) is recommended. The interior walls are to have a structural covering with a minimum thickness of 7/16" covered by wood veneer paneling. It is acceptable if there is a paneling that combines both layers in one. The structure is to have insulation with a minimum value of R-19 in the walls and floor. The ceiling is to have a minimum insulation value of R-25.

The structure is to be painted with at least two coats of exterior grade, high quality paint; the color and texture are to match surrounding buildings.

The load bearing capacity of the floor must be at least 100 pounds per square foot. Floor is to be completely covered with high quality, commercial grade flooring tile (12-inch squares) or commercial grade linoleum.

Minimum thickness of the roof sheathing is 3/4" exterior grade plywood or OSB on roof supports sufficient to support 70 pounds per square foot. There will be a minimum of four inches roof overhang all along the roof on each side if exterior plywood siding or a drip cap if metal siding. This will prevent weather damage and wood dry rot from occurring. There is to be a layer of galvanized sheet metal or aluminum over the entire roof. The roof is to be very slightly tilted (approximately 1-1/2 to 2 inches toward the rear) to allow rainwater drainage from the roof and prevent ice from forming.

The perimeter of the platform, except the ladder entry, is to have a guardrail approximately 4 feet high meeting OSHA stands. A metal ladder with a minimum 400 lbs. rating is to be installed for roof access. The ladder will have some type of locking cover to prevent unauthorized access of the roof.

The structure is to have a 1.5-ton wall mounted air conditioner (A/C) unit with 10 KW Heat Strips installed inside for both heating and cooling. It will include an electronic auto-changeover thermostat mounted 5 feet above the floor. The wall mounted Air Conditioning unit is to be Bard Model # WA182 or similar. Do not substitute without permission. The outlet of the A/C is will be distributed by two ceiling mounted registers, approximately 12" square, which have flow-regulating levers.

There is to be a backup A/C unit installed. This is to be a window type unit (that can easily be removed during transport) with 18,000 BTUs of cooling power, and is to be a major brand such as General Electric, Westinghouse, Frigidaire etc. The unit will be supported on the exterior of the equipment structure with a metal housing designed for the unit. The bottom of the unit is to be about 42 inches from the floor.

A steel 36-inch wide entry door with steel frame is to be installed. For security, no windows, within the door or equipment structure, will be mounted other than the opening for the A/C. A double-cylinder deadbolt is to be installed in the door as well. The District will have the lock re-keyed after delivery. The hinges used are to be the type that has index pins in them to prevent opening of a closed door through removal of the hinge pins. The doorframe is to have a good quality weather seal to keep moisture, dust and insects out. The framing around the doorframe should be made extra sturdy. Pre-wire door contacts and keypad for installing an alarm system on the door.

A 125 Amp, 120/240 Volt electrical panel with 100 amp main breaker that meets all applicable state and federal electrical codes will be placed on the backside of the structure. A subpanel with at least 16 circuit slots will be mounted on the interior wall of the structure. It is assumed the circuit breaker panel will be recessed in the inside wall. The conduit where the primary power enters the structure should be located under the structure, beneath the panel. All breakers are to meet the same state and federal electrical codes. There are to be a minimum of six separate 20 Amp/120 Volt outlet circuits and one 15-amp circuit for a GFCI protected outside outlet. All power receptacles are to be commercial/industrial grade units. One two-gang 15 amp exterior weather resistant GFCI protected circuit will be installed on the side away from the door. All wiring is to be 12 gauge or better, solid copper and run through the wall, above the ceiling, or beneath the floor. All connections of the wire to the receptacles are to use the screw terminals on the sides only. Use chrome plated smooth finished metal covers on all outlets. All wall outlets are to be flush with the surface of the wall, as found in residences, and are to be mounted between 12" and 16" above the floor. Lighting will consist of three separate 4' fluorescent fixtures with two bulbs each (or equivalent LED fixtures). A separate switch next to the entrance door will control the front fixture and the second switch will control the other two fixtures.

6. If possible, the existing meteorological tower at the location is to be refurbished to minimize cost. If not possible, tower will have the feature that will be a monopole design to allow the tower to be cranked up and down in a telescoping fashion by a technician standing at ground level. Fully extended the tower and instrumentation will reach a height of **10-meters (33 feet high)**. The tower must be constructed to be sturdy and not move at the top when the tower is fully extended, and this must be accomplished without the

use of cables. These requirements are necessary to insure accurate measurement of meteorological information.

Two types of telescoping designs will be considered, one that is accessible from the roof and one that is free standing with a second crank down mechanism. Attached pictures (see Section II.J) of tower at Ridgecrest and Mojave sites illustrate these designs. For the first design when upper part of the tower is lowered, the top of the tower should be accessible from the top of the equipment shelter. The alternative design, for a tower that is not adjacent to the structure, is for the tower to crank down to about fifteen feet and then to have a separate crackdown mechanism to lower the tower to an open area on the ground for service.

If necessary, the costs for the meteorological tower must include the tower foundation; anchor bolts and all necessary material to secure the meteorological mast into the ground per the tower manufacturer's footing/foundation plan details. The Consultant is responsible for obtaining wet stamp engineered drawing of tower from the tower manufacturer ensuring the tower and tower footing/foundation construction meets or exceeds the 1997 UBC Code as amended by the 2001 California Building Code for 1 square foot **wind load design factor of 75 mph – Exposure "C"** and **Seismic Zone 4**.

The Consultant is responsible for the complete delivery to the site and installation of the meteorological tower.

7. The Consultant, acting as an agent for the District, will contact the responsible agencies for power and phone service and arrange for these phone and electrical power services.

The DISTRICT will be responsible for charges by the service provider incurred for connecting these services to the equipment structure. The Consultant will be responsible for coordinating these installation and service fees and keeping the DISTRICT informed of such payments so staff can process the proper documentation to secure said funding.

If provision of these services by the service provider will require a new service pole, additional transformer, trenching from service poll to equipment structure, or other significant cost, the Consultant shall obtain the DISTRICT approval of those costs prior to instructing the service provider to proceed. If other work, such as trenching and conduit work, is required to secure these services beyond what the service company will provide, the Consultant will provide the cost to the DISTRICT for approval prior to said work being accomplished. This cost only applies to phone and power services. Installing the breaker boxes and all other wiring from the service entry points is the responsibility of the Consultant. Trenching from the equipment shelter to the tower to bury the met cable conduit, if necessary, is the responsibility of the Consultant.

All work will be coordinated and overseen by the Consultant to insure it is done properly and within the codes and specifications of local and State agencies.

8. Several Meteorological sensors are to be installed on the tower. These are to be Met One Instruments and include the following models: wind speed 010C, wind direction 020C, temperature 060A and barometric pressure 092. The barometric pressure unit will be installed inside at the top of the rack. For the other sensors appropriate cabling, in conduit starting on the fixed portion of the tower and continuing until reaching the interior of the equipment structure, will connect sensors to the meteorological translator (Model 131RM).
9. A continuous PM10 instrument that has a federal equivalence monitor designation (FEM) will be installed inside the shelter and the inlet will be mounted on the roof. The preferred instrument is a Met One BAM 1020 beta attenuation monitor that meets the latest Air Resources Board specifications. The DISTRICT will consider other continuous PM10 monitors that are certified as an FEM and that have similar capability.
10. An ozone analyzer with internal zero span check and dual span point capability will be installed. The DISTRICT's preferred monitor is the Teledyne T400E-UV which is certified as a FEM for ozone.
11. The Data logger used at the Mojave Site is the (Environmental Systems Corporation) ESC 8832 data system controller. The District will be using ARB to poll this station and the system must be compatible with the standard internet protocols used by ARB. ESC 8864 is an upgrade from the 8832; therefore, the District prefers the ESC 8864 logger, but DISTRICT will consider other loggers with capabilities equal to the 8864.
12. A phone and internet are required. The modem will be connected to the logger to allow retrieval of data remotely.
13. An uninterruptible power supply will be installed to provide power for the data logger, and modem. This system should be capable of maintaining operation of this equipment for 2 hours.
14. All monitoring equipment and other instruments will be rack mounted. The rack(s) will be of a good commercial grade and firmly attached to the floor of the structure with adequate room on all sides for access to the equipment.
15. All instruments will be carefully inspected by the consultant and checked for proper operation upon receipt. Calibration checks will be made and the instruments should be fully in operational conditions at the completion of the project.
16. If the Consultant proposes an alternative instrument to one the DISTRICT has specified they must 1) identify that it meets the DISTRICT's requirements, and 2) that the ARB monitoring staff is familiar with the

instrument and can support it. If the instrument cannot be supported by ARB staff, then the Consultant must identify at what cost and by whom the instrument can be supported for other than routine maintenance.

17. Consultant will be responsible for a six month check of all air monitoring instrumentation and data collection equipment. This includes, ensuring all air monitoring and meteorological equipment pass their calibration checks. This will also include a check of the meteorological tower for proper operation of the lowering mechanisms.
18. All equipment, pad, structures, A/C and building shall be warranted against defects by the Consultant for a period of one year after completion of the project. For electronics and instrumentation this may be a manufacturer's warranty.

C. Services Provided by the DISTRICT

The DISTRICT will provide a Contact Person, Glen Stephens, as the primary contact. He will arrange for staff assistance by other DISTRICT staff as may be required. DISTRICT will also provide necessary additional information as required. DISTRICT will also be available to meet and discuss project requirements and development at key times in the process.

The DISTRICT will pay any normal and reasonable connection and installation fees by the Southern California Edison for electrical services or by AT&T for phone service. If provision of these services by the service provider will require a new service pole, additional transformer, or trenching from service poll to equipment structure, the Consultant shall obtain the DISTRICT approval of those costs prior to instructing the service provider to proceed.

D. Selection Process

1. All Proposals received by the specified deadline will be reviewed by a DISTRICT Evaluation Committee for content, fee, related experience and professional qualifications of consultants. After initial screening, the Evaluation Committee may select those consultants deemed most qualified for this project for further evaluation. Interviews of these selected consultants may be conducted as part of the final selection process. Consultant is advised that the DISTRICT, at its option, may award a contract strictly on the basis of the initial Proposals. The consultant selected by the Evaluation Committee will be recommended to the Board of Directors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.
2. The following criteria will be used by the Evaluation Committee in determining its recommendation to the Board of Directors:
 - a. Consultant's understanding of the RFP requirements and end result.

- b. Consultant's design and equipment recommendations meet the DISTRICT's requirements, and can be operated with the resources available to the DISTRICT.
 - c. Consultant's experience in similar projects.
 - d. Total Fee for the project and Consultant's provided breakdown of the major components, such as building, tower, and instrumentation.
 - e. Estimated completion dates for the complete project and major components (building installed, tower installed, power to building, instrumentation delivery and installation of instruments).
 - f. Client references.
 - g. Qualifications of Consultant's staff for the project.
 - h. Any other factors the Evaluation Committee deems relevant. When this criteria is used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.
3. The DISTRICT reserves the right to reject any and all Proposals and to waive informalities and minor irregularities in any Proposals received. Absence of required information may render a Proposal non-responsive, resulting in rejection of the Proposal by the DISTRICT.
4. The DISTRICT may, during the evaluation process, request from any Consultant additional information which the DISTRICT deems necessary to determine the Consultant's ability to perform the required services. If such information is requested, the Consultant shall be permitted five (5) working days to submit the information requested.
5. An error in the Proposal may cause the rejection of that Proposal; however, the DISTRICT may, in its sole discretion, retain the Proposal and make certain corrections. In determining if a correction will be made, the DISTRICT will consider the conformance of the Proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the Consultant's intent is clearly established based on review of the complete Proposal submittal, the DISTRICT may, at its sole option, correct an error based on that established content. The DISTRICT may also correct obvious clerical errors. The DISTRICT may also request clarification from a Consultant on any item in a Proposal that DISTRICT believes to be in error.
6. The DISTRICT reserves the right to select the Proposal which in its sole judgment best meets the needs of the DISTRICT. **The lowest proposed cost is *not* the sole criterion for recommending contract award.**
7. All firms responding to this RFP will be notified of their selection or non-selection in writing after the Evaluation Committee has completed the selection process.

8. DISTRICT employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a Proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a Proposal who has such a relationship with a DISTRICT employee who may be involved in the selection process shall advise the DISTRICT of the name of the DISTRICT employee in the Proposal.
9. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to DISTRICT employees, will be disqualified from the selection process.

E. Solicitation Caveat

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

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

F. Time

Time and the time limits stated in this RFP are of the essence of this Request for Proposal.

G. Form of Agreement

No agreement with the DISTRICT is in effect until a contract has been signed by both parties. Attached to this RFP as Exhibit "B" is a sample agreement which is in substantially the form the successful Consultant will be expected to sign. The final agreement may include the contents of the RFP, any addenda to this RFP, portions of the successful Consultant's Proposal and any other modifications determined by the DISTRICT to be necessary prior to its execution by the parties. The sample agreement included in this RFP is for informational purposes and should not be returned with a Proposal; however, the Proposal shall include a statement that the Consultant has reviewed the sample agreement and either i) will agree to the terms contained therein if selected, or ii) indicate those specific provisions of the sample agreement to

which the Consultant takes exception and why. Raising of exceptions by Consultant following proposal submission may be cause for rejection of the Consultant's proposal.

The selected Consultant will be required to execute an agreement with the DISTRICT for the services requested within 30 days of the award. If agreement on the terms and conditions that are acceptable to the DISTRICT cannot be achieved within that timeframe, the DISTRICT reserves the right to continue negotiations or to award the bid to another Consultant and begin negotiations with that Consultant.

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

H. Modifications to Scope of Work

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

I. News Releases

News releases pertaining to any award resulting from this RFP may not be made without prior written approval of the Air Pollution Control Officer.

J. Payment Schedule

Periodic payments will be made to the consultant upon submission of an invoice, based on a payment schedule to be developed and included in the final agreement for services. The consultant may submit a suggested payment schedule as part of their proposal.

K. Statutes and Rules

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

L. Background Review

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

II. PROPOSAL INFORMATION AND REQUIREMENTS

A. General Instructions

To receive consideration, Proposals shall be made in accordance with the following general instructions:

1. The signature of all persons signing the Proposal shall be in long hand. The completed Proposal shall be without alterations or erasures. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by the person signing the Proposal.
2. No oral, telephonic, telegraphic, e-mailed or faxed Proposals will be considered.
3. The submission of a Proposal shall be an indication that the Consultant has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the DISTRICT.
4. All Proposals shall remain firm for one hundred and eighty (180) days from the Proposal submission deadline.

B. Business Address

The Consultant shall furnish 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 Consultant.

C. Corrections and Addenda

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

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

Addenda issued by the DISTRICT interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the Proposal. The Consultant shall sign and date the Addenda Cover Sheet and submit same with the Proposal. Any oral communication by the DISTRICT's designated Contact Person or any other DISTRICT staff member concerning this RFP is **not** binding on the DISTRICT and shall in no way modify this RFP or the obligations of the DISTRICT or any Consultant.

D. Proposal Format and Contents

For ease of review and to facilitate evaluation, the Proposals for this project should be organized and presented in the order requested as follows:

1. Cover Page:

Indicate the name of the firm and project title.

2. Section I - Organizational Information:

Provide specific information concerning the firm in this section, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. If two or more firms are involved in a joint venture or association, the Proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with the DISTRICT must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

3. Section II - Qualifications and Experience:

Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably within the State of California. Examples of completed projects should be submitted, as appropriate.

Provide names, addresses, and telephone numbers of contact persons within client agencies for whom similar services have been provided.

4. Section III - Project Team:

Of critical importance is the composition of the team proposed to accomplish this project. The following team information should be provided in this section:

- a. Name and location of offices where the project is to be performed.
- b. Total personnel, by discipline, of the team.
- c. A table of organization for the team which identifies the following personnel, if applicable:
 - 1) Principal-in-Charge - state amount of time devoted to project.
 - 2) Project Team Lead, if different than Principal - state amount of time devoted to project.
 - 3) Other key personnel.
- d. Resumes for project principals which reflect their experience in this type of project.

5. Section IV - Subcontractors:

DISTRICT will consider contractual agreements that involve the firm's use of subcontractors. List all subcontractors you plan to use for this project and their relevant experience. Such subcontractors will be acting as independent contractors and not as agents of the DISTRICT.

6. Section IV - Project Approach and Work Schedule:

Provide a description of the methodology developed to perform all required services, with an aggressive schedule that will complete the project within five months after award of the contract, if possible. This schedule should contain specific milestones and dates of completion which will be used to set schedules. Also identify the extent of DISTRICT personnel involvement deemed necessary, including key decision points at each stage of the project. Information as to the type of any software, other than Microsoft Office software, that is anticipated to be used in the project should also be discussed.

7. Section V - Cost of Service:

The Proposal shall clearly state all of the costs associated with the project, broken down by task. The project costs should include all expenses that

will be charged to the DISTRICT including but not limited to costs for shipping, insurance, communications, travel, taxes, etc. Failure to not clearly identify all costs associated with the proposal may be cause for rejection of the Consultant's proposal.

8. Section VI - Insurance:

The selected Consultant will be required to obtain, as a condition of the award of a contract, and the Proposal shall state that the Consultant will obtain the insurance as required in the attached agreement.

All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of A-, VII rating; or in special circumstances, as pre-approved by the Risk Management Division of the Office of Kern County Counsel. The selected Consultant shall file with the Contact Person a Certificate(s) of Insurance stating the required coverages are in effect.

9. Section VII - Additional Information:

Include any other information you believe to be pertinent but not required.

E. Pre-Proposal Meeting

A Pre-Proposal conference call has been set for February 26, 2015 at 9:00 a.m. Contact the DISTRICT by February 19, 2015 to obtain the call-in number for the call. The purpose of the conference call is to permit the Consultant an opportunity to ask questions and/or provide feedback to DISTRICT staff on specifics of this RFP. While some input obtained at the meeting may be incorporated into the RFP via addenda, remarks and explanations made at the meeting may not necessarily change the provisions of the final RFP. The provisions of the final RFP are binding regardless of remarks or explanations made at the meeting. **All interested parties who may have questions are urged to participate.**

F. Proposal Submission

The Consultant shall submit six (6) written copies of the Proposal and, one (1) copy on CD. The disk must be a standard PC compatible format readable by the DISTRICT; using word processing software that is Windows based, preferably Microsoft Word or Adobe Acrobat. Please submit all Proposals to:

Glen Stephens, P.E.
Air Pollution Control Officer
Kern County Air Pollution Control District
2700 M Street, Suite 302
Bakersfield, California 93301
661-862-5250

Proposals may be delivered in person, by courier service or by mail to the address indicated above. ALL PROPOSALS MUST BE SEALED AND RECEIVED BEFORE 5:00 P.M. on March 6, 2015, at the above office and address. Proposals submitted after the above deadline will not be accepted. It is strongly suggested that any Consultant intending to hand deliver a proposal on the last day for submission arrive at the DISTRICT third floor, Suite 302 at least ten (10) minutes prior to the proposal receipt deadline. Any proposal received at or after 5:00 P.M. will be returned unopened.

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

G. Withdrawal and Submission of Modified Proposal

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

H. Disposition of Proposals and Proprietary Data

All materials submitted in response to this RFP become the property of the DISTRICT. Any and all Proposals received by the DISTRICT shall be subject to public disclosure and inspection, except to the extent the Consultant designates trade secrets or other proprietary data to be confidential, after the Evaluation Committee has completed its deliberative process and either the Consultant has been informed that they are not the vendor selected by the Evaluation Committee for recommendation to the Board of Directors, or the matter has been set for consideration before the Board of Directors, whichever comes first. Material designated as proprietary or confidential shall accompany the Proposal and each page shall be clearly marked and readily separable from the Proposal in order to facilitate public inspection of the non-confidential portion of the Proposal. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. The DISTRICT will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the Proposals. The Consultant is cautioned that materials designated as confidential may nevertheless be subject to disclosure. Consultant is advised that the DISTRICT does not wish to receive confidential or proprietary information and that the

Consultant is not to supply such information except when it is absolutely necessary. If any information or materials in any Proposal submitted is labeled confidential or proprietary, the Proposal shall include the following clause:

_____ (legal name of Consultant) shall indemnify, defend and hold harmless the Kern County Air Pollution Control District, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this Proposal that _____ (legal name of Consultant) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

Section I Meteorological Towers on Location



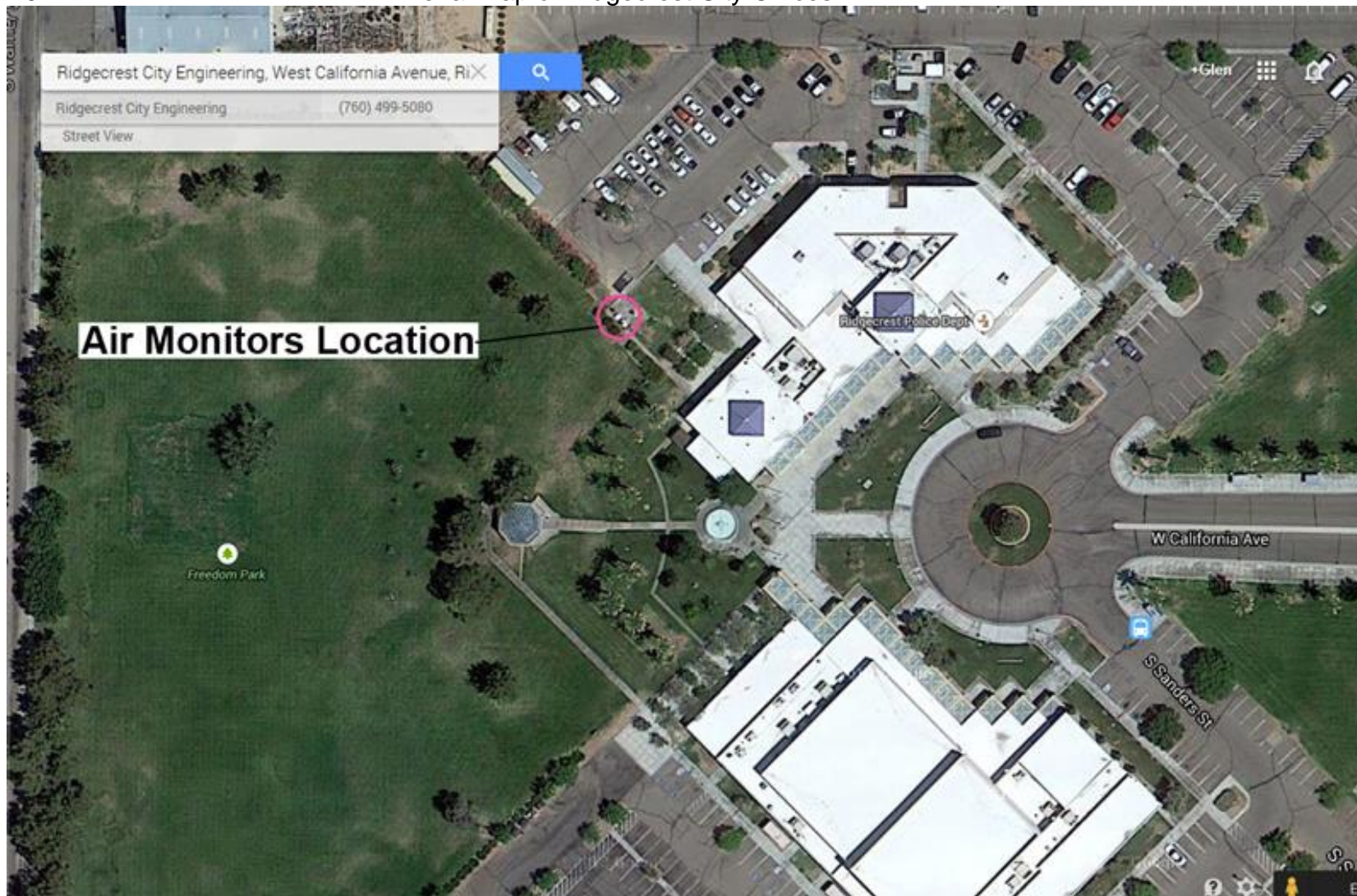
Ridgecrest



Mojave

Section J

Aerial Map of Ridgecrest City Offices



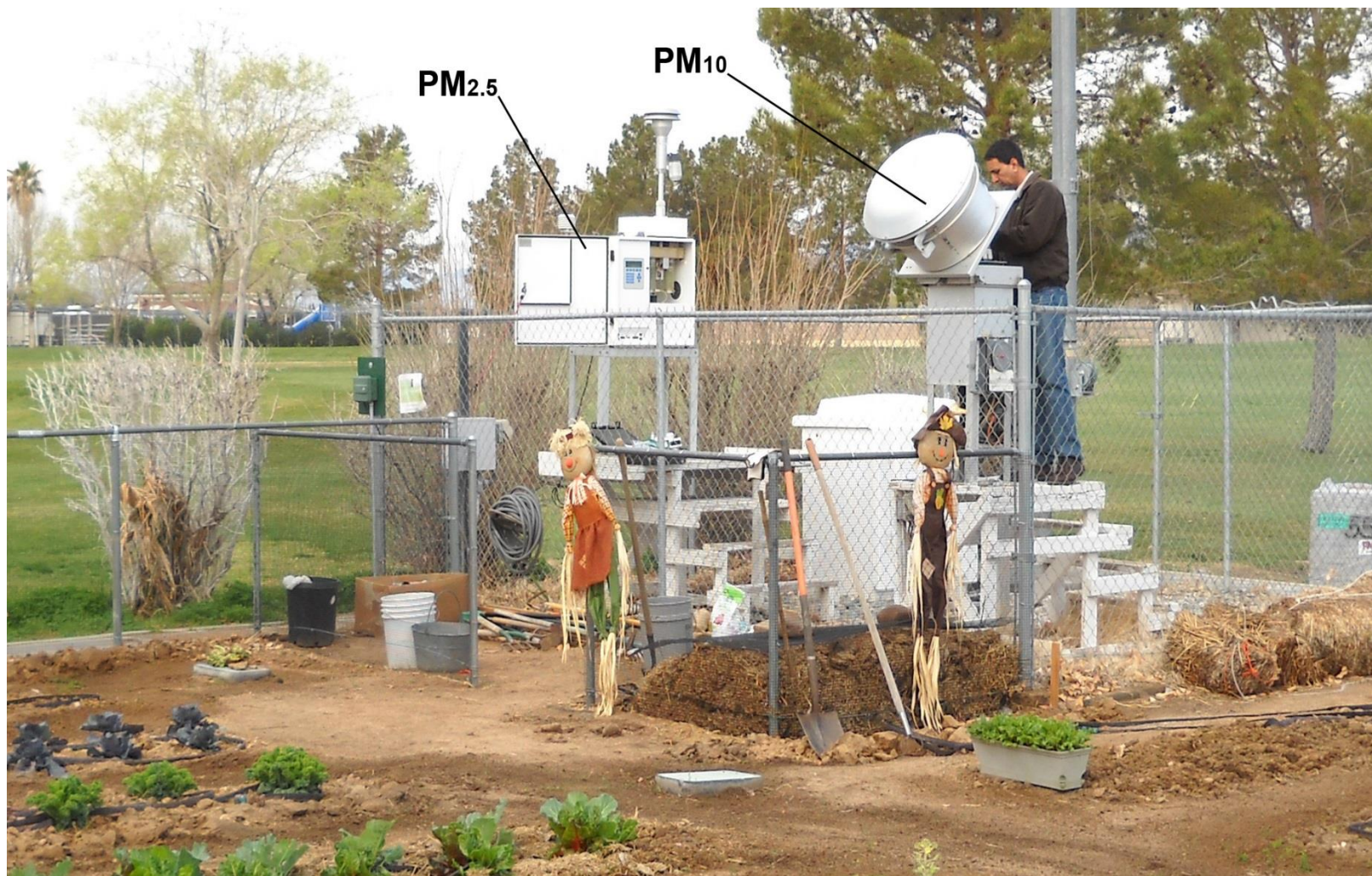


Exhibit A

SCHEDULE

A draft of the documents should be completed within 5 months. Shown below is an approximate time line for the various stages of this agreement

- Release of the RFP February 6, 2015
- Pre-Bid Conference Call February 26, 2015
- Submission of bids March 6, 2015
- Agreement award June 30, 2015
- Agreement initiation (signing) Within 45 days of agreement award
- Kickoff meeting/site visit Within 30 days of agreement initiation
- Conference call Every 2 weeks after agreement initiation
- Submit project update Monthly after agreement initiation
- Install pad and structures 2 – 4 months after agreement initiation
- Project Operational 3 – 6 months after agreement initiation
- 6 Month check of equipment 6 months after project operational

Exhibit B

Agreement Number
XXXXXXXXXX

INDEPENDENT CONTRACTOR AGREEMENT

(Eastern Kern Air Pollution Control District – CONTRACTOR)

THIS AGREEMENT is made and entered into this XXth day of MONTH, YEAR, by and between the EASTERN KERN AIR POLLUTION CONTROL DISTRICT, a special district in the State of California (hereinafter "DISTRICT"), and CONTRACTOR (hereinafter "CONTRACTOR"), whose principal place of business is at CONTRACTOR'S LOCATION;

WITNESSETH:

WHEREAS:

(a) Government Code section 53060 permits the DISTRICT Board of Directors to contract for the furnishing of special services with individuals specially trained and experienced and competent to perform those services; and

(b) The DISTRICT requires specialized services for maintenance of the DISTRICT's air monitoring equipment and assistance in qualifying the data at the LOCATION Air Monitoring Station; and

(c) The LOCATION Air Monitoring Station and data collection system was installed by CONTRACTOR; and

(d) CONTRACTOR is the most qualified firm to provide additional training and support to assist the DISTRICT in maintaining the station and data collection system; and

(e) CONTRACTOR is willing to provide these services at a twenty five percent (25%) discount of their normal charges; and

(f) DISTRICT desires to engage CONTRACTOR to provide said services and CONTRACTOR, by reason of its qualifications, experience, and facilities for doing the type of work herein contemplated, has offered to provide the required services on the terms set forth herein;

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

1. **Services to be Rendered.**

a. CONTRACTOR shall provide semi-annual service of air monitoring equipment and calibration checks of meteorological instruments at the DISTRICT's LOCATION Air Monitoring Station located at LOCATION, California. CONTRACTOR will coordinate with DISTRICT to schedule the two site visits on days convenient to both parties. The first service shall occur during the period of DATE1 until DATE2. The

second service shall occur 160 to 200 days after the first visit. The scheduled services may be advanced or delayed within the operative period of this Agreement, upon the request of one of the parties with consent of the other party.

- (1) The first scheduled service visit shall be for three full days, two days at the monitoring site, one day at the DISTRICT's LOCATION Office and shall include, but not be limited to:
 - A. Complete overhaul of ozone analyzer (replacement of all consumables in analyzer), leak, flow and pressure checks (recalibration if necessary),
 - B. Sample pump service, replacement of charcoal scrubber media,
 - C. BAM overhaul and service, BAM leak check, calibration checks of BAM flow and temperature (recalibration if necessary), cleaning of PM10 inlet,
 - D. Calibration checks of wind speed/wind direction, temperature, and barometric pressure instruments,
 - E. Replacement of sample tubing, cleaning of sample inlet for ozone analyzer,
 - F. Training of staff on Wincollect Data Collection Software at LOCATION Office and set-up of automated data reports to allow hourly update of air monitoring data to post on DISTRICT website,
 - G. Additional training of DISTRICT staff as time permits,
 - H. Preparation of report summarizing service performed and emailed to DISTRICT within 15 days of completion of each scheduled service visit.
- (2) The second scheduled service visit shall be for two full days, and shall include, but not be limited to:
 - A. Complete overhaul of ozone analyzer (replacement of all consumables in analyzer), leak, flow and pressure checks (recalibration if necessary),
 - B. Sample pump service, replacement of charcoal scrubber media,
 - C. BAM overhaul and service, BAM leak check, calibration checks of BAM flow and temperature (recalibration if necessary), cleaning of PM10 inlet,
 - D. Calibration checks of wind speed/wind direction, temperature, and barometric pressure instruments,
 - E. Replacement of sample tubing, cleaning of sample inlet for ozone analyzer,
 - F. Additional training of DISTRICT staff as time permits,

G. Preparation of report summarizing service performed and emailed to DISTRICT within 15 days of completion of each scheduled service visit.

b. One unscheduled service trip, not to exceed sixteen (16) hours, may be requested by DISTRICT, subject to CONTRACTOR having qualified staff in the region nearby to LOCATION with the time to provide the service.

c. CONTRACTOR is to provide, in addition to the hours spent on the scheduled service, up to 50 hours of technical assistance including repair service at a CONTRACTOR or DISTRICT facility, remote technical service and support to DISTRICT. Remote support will include phone and email support regarding all aspects of operation of the air monitoring system, including remote training on equipment and software, and assistance in data validation.

2. **Compensation to CONTRACTOR.**

a. As compensation for services to be provided in Section 1.a of this Agreement, DISTRICT shall pay CONTRACTOR a fixed fee in the amount of DOLLARS for the first scheduled site visit and DOLLARS for both scheduled trips. Replacement parts that the DISTRICT does not have available will be provided, and billed separately on an as needed basis in consultation with DISTRICT.

b. Reasonable travel expenses associated with travel for any unscheduled site visit identified in Section 1.b of this Agreement, including lodging, meals, and car rental, shall be reimbursed at the rates then currently applicable to DISTRICT employees, and shall not exceed DOLLARS

c. CONTRACTOR shall be compensated on an hourly basis for any services provided pursuant to sections 1.b and/or 1.c of this Agreement, at the rate of DOLLARS per hour for a maximum of 50 hours of support, for a total not to exceed amount of DOLLARS.

3. **Reimbursement Policy and Billing Requirements.**

a. CONTRACTOR shall invoice DISTRICT for onsite maintenance after completion of those tasks and submittal of the Maintenance Report summarizing work performed for DISTRICT.

b. CONTRACTOR shall invoice the DISTRICT on or after the 1st of the month for remote support services provided for a previous month.

c. All invoices accompanied by a signed request for payment shall be submitted to the DISTRICT in a form approved by the DISTRICT, and shall contain an itemization of all fees broken down monthly and also stated as a cumulative total. Payment will be made to CONTRACTOR within thirty (30) days of receipt and approval of each invoice by the DISTRICT.

4. **Term.** This Agreement shall be deemed in force as of DATE3 and shall remain in effect until DATE4, unless sooner terminated as hereinafter provided.

5. **Representations.** CONTRACTOR makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

a. CONTRACTOR has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and

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

6. **Assignment.** CONTRACTOR shall not assign, sublet or transfer this Agreement, or any part hereof. CONTRACTOR shall not assign any monies due or which become due to CONTRACTOR under this Agreement without the prior express and written approval by the DISTRICT.

7. **Negation of Partnership.** In the performance of all services under this Agreement, CONTRACTOR shall be, and acknowledges that CONTRACTOR is, in fact and law, an independent CONTRACTOR and not an agent or employee of DISTRICT. CONTRACTOR has and retains the right to exercise full supervision and control of the manner and methods of providing services to DISTRICT under this Agreement. CONTRACTOR retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting CONTRACTOR in the provision of services under this Agreement. With respect to CONTRACTOR's employees, if any, CONTRACTOR shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

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

9. **Insurance.** CONTRACTOR, in order to protect DISTRICT and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of CONTRACTOR's actions in connection with the performance of CONTRACTOR's obligations, as required in this Agreement, shall secure and maintain insurance as described below. CONTRACTOR shall not

perform any work under this Agreement until CONTRACTOR has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by the DISTRICT. CONTRACTOR shall pay any deductibles and self-insured retentions under all required insurance policies.

a. Workers' Compensation and Employers Liability Insurance Requirement -- CONTRACTOR shall submit written proof that CONTRACTOR is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the Labor Code.

In signing this Agreement, CONTRACTOR makes the following certification, required by section 1861 of the Labor Code:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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 Agreement."

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

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

b. Liability Insurance Requirements:

(1) CONTRACTOR shall maintain in full force and effect, at all times during the term of this Agreement Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), Personal Injury (including bodily injury and death), and Property Damage for liability arising out of CONTRACTOR's performance of work under this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

(2) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.

(3) The Commercial General Liability Insurance required in this sub-paragraph b. shall include an endorsement naming the DISTRICT and DISTRICT's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto.

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

(5) Prior to CONTRACTOR commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the DISTRICT by Certificate of Insurance. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.

c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by CONTRACTOR shall be maintained until the completion of all of CONTRACTOR's obligations under this Agreement, and shall not be reduced, modified, or canceled without thirty (30) days prior written notice to DISTRICT. CONTRACTOR shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

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

e. If CONTRACTOR is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, CONTRACTOR shall provide coverage equivalent to the insurance coverages and endorsements required above. The DISTRICT will not accept such coverage unless the DISTRICT determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by CONTRACTOR is equivalent to the above-required coverages.

f. All insurance afforded by CONTRACTOR pursuant to this Agreement shall be primary to and not contributing to any other insurance or self-insurance maintained by DISTRICT.

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

h. Failure by CONTRACTOR to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by CONTRACTOR. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from CONTRACTOR resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, DISTRICT shall deduct from sums due to CONTRACTOR any premiums and associated costs advanced or paid by DISTRICT for such insurance. If

the balance of monies obligated to CONTRACTOR pursuant to this Agreement are insufficient to reimburse DISTRICT for the premiums and any associated costs, CONTRACTOR agrees to reimburse DISTRICT for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by DISTRICT to take this alternative action shall not relieve CONTRACTOR of its obligation to obtain and maintain the insurance coverages required by this Agreement.

10. **Termination.** The DISTRICT may at its option, without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective fifteen (15) days after personal delivery, or twenty (20) days after mailing by regular U.S. Mail, postage prepaid. In addition, either party may immediately terminate this Agreement should the other party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. Should either party terminate this Agreement as provided herein, DISTRICT shall pay CONTRACTOR for all satisfactory services rendered by CONTRACTOR prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in Section 2 herein.

11. **Notices.** All notices required or provided for in this Agreement shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

To DISTRICT: Glen E. Stephens, P.E., APCO
 Eastern Kern APCD
 2700 "M" Street, Suite 302
 Bakersfield, California 93301

To CONTRACTOR: CONTRACTOR CONTACT
 CONTRACTOR NAME
 CONTRACTOR ADDRESS/P.O. BOX
 CONTRACTOR CITY, STATE ZIP CODE

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

12. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving written

notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

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

14. **Authority to Bind DISTRICT.** It is understood that CONTRACTOR, in CONTRACTOR's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind DISTRICT to any agreements or undertakings.

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

16. **Nonwaiver.** No covenant or condition of this Agreement can be waived except by the written consent of DISTRICT. Forbearance or indulgence by DISTRICT in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by CONTRACTOR. DISTRICT shall be entitled to invoke any remedy available to DISTRICT under this Agreement or by law or in equity despite said forbearance or indulgence.

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

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

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

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

21. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

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

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

24. **Nondiscrimination.** Neither CONTRACTOR, nor any officer, agent, employee, servant or sub-contractor of CONTRACTOR, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age or sex, either directly, indirectly or through contractual or other arrangements.

25. **Non-Collusion Covenant.** CONTRACTOR represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with DISTRICT. CONTRACTOR has received from DISTRICT no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

26. **No Third Party Beneficiaries.** It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to DISTRICT and CONTRACTOR. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of DISTRICT and CONTRACTOR that any such person or entity, other than DISTRICT or CONTRACTOR, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

27. **Compliance with IRCA.** CONTRACTOR acknowledges that CONTRACTOR, and all sub-contractors hired by CONTRACTOR to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). CONTRACTOR is and shall remain in compliance with the IRCA and shall ensure that any sub-contractors hired by CONTRACTOR to perform services under this Agreement are in compliance with the IRCA. In addition, CONTRACTOR agrees to indemnify, defend and hold harmless the DISTRICT, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that CONTRACTOR's employees, or the employees of any sub-contractor hired by CONTRACTOR, are not authorized to work in the United States for CONTRACTOR or its sub-contractor and/or any other claims based upon alleged IRCA violations committed by CONTRACTOR or CONTRACTOR's sub-contractor(s).

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

IN WITNESS TO WHICH, each Party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

**Eastern Kern Air Pollution
Control District**

CONTRACTOR

By _____
Chairman, District Board
"DISTRICT"

By _____
CONTRACTOR CONTACT
"CONTRACTOR"

Date _____

Date _____

APPROVED AS TO CONTENT:
Air Pollution Control District

By _____
Glen E. Stephens P.E., APCO

Date _____

APPROVED AS TO FORM
Office of the County Counsel

By _____
DISTRICT CONSEL, Deputy

Date _____