

**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 (referred to herein as "CITY"), and **RINCON CONSULTANTS, INC.** a Corporation authorized to do business in California (referred to herein as "CONTRACTOR").

### **R E C I T A L S**

**WHEREAS**, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the preparation of Housing Elements; and

**WHEREAS**, the CITY desires to have CONTRACTOR prepare a draft and final Housing Element Update, and the associated environmental document, for consideration and approval by the City Council and certification by the California Department of Housing and Community Development (HCD).

**WHEREAS**, the CITY issued a Request for Proposal, ("RFP" herein) concerning providing a housing element update, which is attached hereto and incorporated herein as **Exhibit "A"**; and

**WHEREAS**, the CITY and CONTRACTOR entered into Agreement No. 2021-243, wherein CONTRACTOR agreed to perform the tasks outlined therein in preparation of the Housing Element Update; and

**WHEREAS**, Agreement No. 2021-243 expired on September 30, 2023; and

**WHEREAS**, in order to continue with the preparation of the Housing Element, CITY requested and CONTRACTOR submitted a Proposal and a Cost of Services (collectively, the Proposal and Cost of Services are referred to as "Contractor's Proposal") attached hereto and incorporated herein as **Exhibit "B"**; and

**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 attached scope of work presented in

**Exhibit B** ("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") on a time-and-materials, not-to-exceed (T&M NTE) basis in accordance with the hourly rates as shown on **Exhibit B**.

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 **\$180,134.75** for performing the Scope of Work.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on March 31, 2025.
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:**       **RINCON CONSULTANTS, INC.**  
**7080 N. Whitney Avenue, Suite 101**  
**Fresno, California 93720**

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 77-0390093

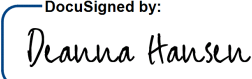
CONTRACTOR is a corporation? Yes X No     
 Please check one.)

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

"CITY"  
**CITY OF BAKERSFIELD**

"CONTRACTOR"

By: \_\_\_\_\_  
**KAREN GOH**  
 Mayor

DocuSigned by:  
  
 By: \_\_\_\_\_  
 Deanna Hansen  
 Print Name: \_\_\_\_\_  
 Title: Principal/Vice President

APPROVED AS TO CONTENT:  
**CITY DEPARTMENT NAME**

DocuSigned by:  
*Christopher Boyle*  
By: \_\_\_\_\_  
955D69B0118E4E6...  
**CHRISTOPHER BOYLE**  
Development Service Director

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By: \_\_\_\_\_  
**VIRIDIANA GALLARDO-KING**  
Deputy City Attorney II

Insurance: \_\_\_\_\_

COUNTERSIGNED:

By: \_\_\_\_\_  
**RANDY MCKEEGAN**  
Finance Director

Attachments: Exhibit A – Request for Proposal  
Exhibit B – Contractor's Proposal

# EXHIBIT A

## REQUEST FOR PROPOSAL

### Housing Element Update



**Development Services Department – Planning Division**  
1715 Chester Avenue | Bakersfield, CA 93301

**POSTED: February 12, 2021**

**DUE: June 14, 2021**

**REQUEST FOR PROPOSAL (RFP)  
FOR PROFESSIONAL SERVICES TO PREPARE  
HOUSING ELEMENT UPDATE**

The City of Bakersfield is seeking a qualified professional consultant to prepare a Housing Element update and appropriate environmental documentation in compliance with the California Environmental Quality Act. A list of consultants who have received this RFP is attached.

**NOTE:** The City is also issuing three separate and simultaneous RFPs for qualified professional consultants to prepare: (1) a comprehensive update to the General Plan, zone mapping, and Programmatic Environmental Impact Report, (2) a Municipal Services Review/Sphere of Influence update with appropriate environmental documentations, and (3) a Climate Action Plan, and the appropriate environmental documentation for each. Consultants are encouraged to review these separate RFPs.

**INQUIRIES REGARDING THIS RFP:** Do not contact any City personnel other than the contact person indicated below. If needed, please send a single email inquiry if there are multiple questions concerning the scope of professional services required.

Email: [DEVPln@bakersfieldcity.us](mailto:DEVPln@bakersfieldcity.us) Phone: (661) 326-3733  
*(Reference "Housing Element - RFP Response")*

**HOW TO RESPOND TO THIS RFP:** In order to respond to this RFP, please submit four hard copies and one digital copy (on appropriate media device) of the proposal to the following address:

Development Services Department – Planning Division  
**Attn: Paul Johnson, Planning Director**  
1715 Chester Avenue, 2<sup>nd</sup> Floor  
Bakersfield, CA 93301

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

**RESPONSE TO REQUEST FOR PROPOSAL (RFP)  
CITY OF BAKERSFIELD – HOUSING ELEMENT**

**DUE DATE:** Consideration has been included for mail delivery and holidays in calculating the response date. Proposers are solely responsible for ensuring timely receipt of proposals and responses received after the due date will not be considered. Postmark date will not constitute timely delivery.

The proposal must arrive at the address noted above before **5:00 pm** on the closing date listed below. The RFP timeline for consultant selection is as follows:

Distribution of RFP .....	2/12/21
<b>DUE DATE for Response to RFP .....</b>	<b>6/14/21</b>
Notification of Short List Selection (Tentative) .....	6/21/21
Interviews, if needed (Tentative) .....	6/28/21
Notification of Final Selection (Tentative) .....	7/2/21

Respectfully,  
  
Christopher Boyle  
Development Services Director

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## **1.0 INTRODUCTION**

### **1.1 Purpose of this Proposal**

The City of Bakersfield (City) is requesting proposals from qualified consulting firms with specific experience in preparing General Plan Housing Element updates. Every jurisdiction in California is required to adopt a Housing Element as one of the seven mandated elements of the General Plan. Housing Element law mandates that local governments adequately plan to meet the existing and projected housing needs of all economic segments of the community. The Housing Element update will develop strategies and programs to comply with California's Housing Element law, which requires that each city and county develop local housing programs to meet its "fair share" of existing and future housing needs for all income groups.

**NOTE 1:** The City is also issuing three separate and simultaneous RFPs for qualified professional consultants to prepare: (1) a comprehensive update to the General Plan, zone mapping, and Programmatic Environmental Impact Report, (2) a Climate Action Plan with appropriate environmental documentation, and (3) a Municipal Services Review and Sphere of Influence update with appropriate environmental documentation. Consultants are encouraged to review and respond to these separate RFPs in addition to this one. If a Consultant responds to multiple RFPs, it is also highly recommended that the separate proposals state that other RFPs are being proposed and how awarding multiple contracts would provide overall value to the City. A "Cost Sheet" is attached to this RFP; in addition to providing a detailed proposed budget, the City asks that each consultant fill out this simplified Cost Sheet and include the discounted price (if applicable) for this proposal if multiple proposals are being developed for multiple RFPs.

**NOTE 2:** The General Plan Housing Element update is funded through a Local Early Action Planning (LEAP) grant requires that all requests for reimbursement for expenditures must be received on or before September 30, 2023, and all funds be expended by December 31, 2023. Therefore, the schedule must reflect completion of all tasks outlined below and invoicing for work completed well in advance of September 30, 2023. Adoption of the Housing Element update should occur well in advance of December 31, 2023, preferably in August of 2023.

### **1.2 Overview**

State law requires that all cities and counties prepare a Housing Element every five or eight years to plan for meeting the housing needs of all people in the community. The current Housing Element (2015-2023) was certified by the California Department of Housing and Community Development (HCD) in February of 2016. The 2024-2032 Housing Element will analyze the City's progress toward meeting the housing goals put forward in the 2015-2023 Housing Element. The Housing Element must assess the City's current and future housing needs and identify enough adequate housing sites to meet those needs within the 2024-2032 planning period.

The Housing Element also evaluates the City's current regulatory systems to assess whether they create unnecessary constraints on housing production at all affordability levels. Since the adoption and certification of the 2015-2023 Housing Element, several new housing laws have been enacted that aim to further remove barriers to housing production and incentivize the development of housing, particularly affordable housing. The 2024-2032 Housing Element Update shall incorporate all new requirements and provide the City with a guide toward achieving the State's housing goals.

The 2024-2032 Housing Element update will evaluate updated Regional Housing Needs Allocation (RHNA) requirements and will develop strategies for meeting those needs. A Vacant Site Inventory will be created such that sufficient lands necessary to satisfy the housing needs of all income groups will be identified.

The 2024-2032 Housing Element update may also serve to inform the preparation of an affordable housing strategy that analyzes the financial feasibility of providing needed affordable housing in the City, and sets forth strategies for development of such housing.

The desired consultant must have an established working relationship with HCD and familiarity with State housing law. In addition, the consultant must be proactive in maintaining communication with City Staff, meeting deadlines with Staff and the requirements of HCD for the timely certification of the Housing Element.

Consistent with this background, the selected consultant will be expected to assess the following Housing topics:

1. Effectiveness of housing programs, goals and policies;
2. Production of housing units for all income categories;
3. Identification of housing characteristics & special housing needs;
4. Update the Regional Housing Needs Assessment (RHNA); and
5. Identification of and compliance with new State Housing law and programs.

### **1.3 Background**

The City of Bakersfield's General Plan contains seven elements as required by state law, including Land Use, Circulation, Housing, Conservation, Open Space, Noise, and Safety. Two additional elements reflect the specific needs and objectives of the area, including a Public Services and Facilities Element and Parks Element. The MBGP also includes a reservation for the Downtown Redevelopment and Historical Resources Elements. There is also a reservation for the "Kern River Plan Element," which was jointly adopted by the City and County in 1985. The current General Plan was adopted by the Bakersfield City Council on December 11, 2002 and became effective on February 26, 2003 per City Council Resolution No. 222-02.

Respondents to this RFP are highly encouraged to review the current 2015-2023 Housing Element as it may be used as an initial foundation in the preparation of the 2024-2032 update. The current 2015-2023 Housing Element was adopted by the City Council on January 20, 2016, and adopted by HCD on February 16, 2016.

## 2.0 SCOPE OF WORK

The following is a tentative scope for the preparation of the 6<sup>th</sup> Cycle Housing Element Update (HE). The City expects the responding firms to provide a scope of work that will maximize the use of City Staff, be cost effective, and produce an exceptional product. Please note that the HE update will be based on the current Metropolitan Bakersfield General Plan (MBGP) as the new General Plan update will likely still be in preparation. If possible, collaboration with the preparation of the comprehensive General Plan update should occur, providing an integrated look and feel, while assuring that compliance with all state law is satisfied.

The selected consultant shall accomplish the following tasks:

### 2.1 Project Management

**2.1.1 Kick-Off Meeting.** The consultant will schedule a kick-off meeting with City Staff to discuss project expectations regarding coordination, reporting, deliverables and all other relevant project information.

#### Deliverables:

- Memorandum of kick-off meeting in PDF format

**2.1.2 Project Schedule.** The consultant will work with City Staff to finalize a project schedule within ten (10) working days after the kick-off meeting that includes tasks and milestones for certification of the Housing Element and by State HCD before August 2023. The schedule shall include (but not limited to):

- Milestones/tasks with adequate time for staff review of work products for the Housing Element update and Public Health & Safety Element update;
- A timeline for public outreach and meetings with anticipated commission and council hearings, workshops, and study sessions;
- Outreach in compliance with SB 18, SB 379 and AB 52 regulations;
- An anticipated environmental review timeline;
- Timelines for response to State HCD review and State HCD certification of the Housing Element Update, and City Staff review times.

#### Deliverables:

- Initial project a schedule and monthly updated schedules in PDF format

**2.1.3 Project Coordination.** The consultant's project manager will meet with City Staff, when needed, to ensure objectives and milestones are being achieved. At the City's discretion, the consultant's participation may be requested via conference call or in person at the City's offices. The consultant will prepare a meeting summary, including action items, for each meeting. The consultant will coordinate with staff to create and make presentations to the City and/or stakeholders as necessary.

#### Deliverables:

- Meeting summaries and scheduling/organization in PDF format, as needed

### 2.2 Assessing Existing Housing Conditions, Issues, Opportunities, and Challenges

**2.2.1 Current Housing Element Review.** Review and evaluate the current Housing Element to determine the revisions that must be made to comply with current State law and HCD requirements and ensure certification of the completed Housing Element update. Prepare an analysis of the City's progress towards meeting the identified goals, policies, and programs since the adoption of the current Housing



Element in the previous cycle (2015-2023). Identify all obsolete information, tables, exhibits and illustrations.

Deliverables:

- Inventory of information/data that in PDF format

**2.2.2 Housing Assessment and Needs Analysis.** Complete a housing assessment and needs analysis pursuant to State housing law. The Consultant will coordinate with Staff to develop a current housing inventory to evaluate housing conditions using State approved criteria and evaluate existing policies in comparison to applicable Hazard Mitigation plans. The Consultant will obtain and analyze the most current demographic, economic, infrastructure and housing data needed to complete this task.

Deliverables:

- Inventory of information/data in PDF format

**2.2.3 Housing Parcel Identification Analysis.** Prepare an “Adequate Sites Analysis” showing the relationship between the City's RHNA allocation, and the City’s dwelling unit capacity, availability of potential housing sites based on zoning, infrastructure, and General Plan policies, requirements, and limitations. Consultant will also work with staff to identify potential zoning strategies to address need for additional housing unit capacity. Potential zoning strategies could include the rezoning of sites to accommodate for the City's RHNA allocation.

Deliverables: Inventory of information/data in PDF format

**2.2.4 Housing Production Constraints Analysis.** Identify programmatic, physical, and financial housing resources available in the City. In addition, Consultant will identify governmental and nongovernmental constraints to housing production. This work will include review of existing city regulations, codes, and standards related to housing. Where constraints exist, the Consultant will propose strategies to address them.

Deliverables:

- Inventory of information/data in PDF format

**2.2.5 General Plan Consistency Review.** Revise the Housing Element to ensure consistency with other General Plan elements, compliance with State law, and certification by August 2023.

Deliverables:

- Inventory of information/data in PDF format

**2.2.5 Revised Maps and Figures.** Revise maps and figures in the Housing Element and other elements of the General Plan to ensure consistency throughout the General Plan document.

Deliverables:

- GIS spatial and attribute data compatible with ESRI ArcGIS

## **2.3 Review and Approval of Housing Element**

**2.3.1 Ongoing Staff Review of Draft Sections.** As work progresses, the Consultant will provide drafts of each Housing Element section for review. Consultant is expected to coordinate with City Staff to provide adequate time for review and discussion of revisions for each section.

**2.3.2 Draft Housing Element.** Consultant will work with Staff to review comments/suggestions on previous versions. Consultant will incorporate revisions and prepare a final draft Housing Element using Microsoft Word, in the established City format, for public review and comment and will submit draft to HCD as required for review. Consultant will facilitate ongoing consultations with HCD to ensure compliance with applicable State guidelines and requirements. This will include conducting the proper public outreach and notifying interested parties and agencies.

The consultant should budget for up to two rounds of review of an administrative draft Housing Element update in preparation of a screencheck draft version for presentation.

Deliverables:

- Up to two rounds of administrative draft Housing Element in Word format
- Screencheck draft Housing Element in Word and PDF format

**2.3.3 Final Housing Element.** Following public review and comment period, consultant will prepare the final Housing Element in response to comments from State HCD, responsible agencies, City Staff, the Planning Commission, City Council, and the public.

Deliverables:

- Final Housing Element in Word and PDF format

**2.3.4 State Certification and City Adoption.** The Consultant will facilitate state review and certification of the Housing Element. Upon adoption of the Final Draft Housing Element by the City Council, the Consultant will prepare a final version of the documents for inclusion in the General Plan document. The Consultant will prepare and submit required filings with State agencies and County Recorder's Offices.

Deliverables:

- Filings with State Agencies and the County Recorder's Offices in PDF format

**2.3.5 Public Noticing.** The Consultant will prepare and carry out the appropriate public noticing and required consultations and notifications per local and State regulations. Consultant shall coordinate with City staff to allow for adequate review and oversight of noticing materials and activities. In addition, the consultant is expected to carry out appropriate tribal noticing and consultation in accordance with statutory timelines.

Deliverables:

- Public noticing in PDF format

## **2.4 Community Engagement and Public Hearings**

**2.4.1 Community Outreach.** Consultant will conduct the appropriate number of community outreach meetings that meets State HCD standards and meaningfully engages a broad array of community interests in the Housing Element update process. Consultant is expected to prepare branded outreach materials for distribution and communication/advertising purposes.

Deliverables:

- All outreach materials in PDF format

**2.4.2 Study Session.** Consultant will conduct a study session with the Planning Commission once community outreach has been executed. The study session is intended to provide Staff and the Consultant with early input on the Housing Element update.

Deliverables:

- Presentation materials
- Memorandum(s) of session results, action items, etc. in PDF format

**2.4.3 Public Hearings.** Consultant will prepare staff reports, exhibits, and presentations to the Planning Commission and City Council for staff review. Consultant shall also attend all public hearings held by the Planning Commission and/or City Council, as needed.

Deliverables:

- Presentation materials
- Memorandum(s) of hearing results, action items, etc. in PDF format

## **2.5 Environmental Analysis**

**2.5.1 Environmental Determination.** Consultant will conduct an initial environmental review of the project and complete an Initial Study (I/S) checklist in compliance with local requirements, California Environmental Quality Act (CEQA) requirements (Public Resources Code 21000 *et. seq.*) and the State CEQA Guidelines (California Code of Regulations, Section 15000 *et. seq.*).

**2.5.2 Draft of Environmental Analysis.** Consultant will prepare a draft environmental document in compliance with CEQA and submit for a minimum 30-day internal staff review period. After City staff provides comments on the draft document, consultant shall update draft to incorporate comments and other technical analysis as needed.

The consultant should budget for up to two rounds of review of draft environmental analysis in preparation of the public draft analysis for presentation to the Planning Commission, City Council, and the community.

The consultant will produce and circulate the public draft environmental analysis for at least the mandatory 30-day public review period. City Staff will be responsible for publication in the local newspaper. The consultant will produce, mail, and track all MND documents to be distributed.

Deliverables:

- Up to two rounds of draft environmental analysis in Word format
- Public draft environmental analysis in Word and PDF format
- Up to 25 hardcopies and 150 electronic copies (i.e., CD or thumb drive) of the public draft environmental analysis to be publically circulated to the County Clerk, State Clearinghouse (SCH), and mailing list

**2.5.3 Final Environmental Analysis.** Consultant will coordinate with City staff to review and consider comments/suggestions received on drafts. After Staff provides comments on the drafts, the Consultant shall update drafts to incorporate comments and other technical analysis as needed (allowing for at least two (2) rounds of review). The consultant will review public comments, incorporate revisions and prepare the final draft of the environmental document for public review and comments.

Deliverables:

- Final environmental analysis in Word and PDF formats

**2.5.4 Adoption.** The Consultant shall prepare the Notice of Determination and submit the required filings with State agencies and the County Recorder's Office as may be necessary.

Deliverables:

- Notice of Determination (stamped by the County Clerk) in PDF format

### **3.0 PROPOSAL FORMAT, CONTENTS, AND SUBMISSION**

#### **3.1 Proposal Contents**

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

##### **3.1.1 Cover Page**

Indicate the name of firm and project title.

##### **3.1.2 Professional Team & Qualifications**

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

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

Include the following information in this section:

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

##### **3.1.3 Project Approach and Work Schedule**

Present your response to the services requested above. The proposal shall include a description of the methodology developed to perform the required services and tasks, including the listing of products associated with each. Provide a work schedule outlining timeframes for circulation of the project, and work products. The City has prepared: (1) a summary of the anticipated timing for the work products related to each RFP the City is distributing (see attached "Master Summary") and (2) the anticipated schedule for the tasks under this specific RFP (see attached "Tentative Schedule"). Please review and provide feedback, if needed, identifying other issues or recommendations regarding these schedules.

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

The project duration may be approximately 15 months. The actual program time may vary and will depend on issues and circumstances, which evolve from public meetings, future funding, and future events. The proposal should demonstrate the consultant's willingness to prepare and execute flexible work scheduling based on these unknown events. The proposal must allow adequate time for Staff review, comment, and redraft of the documents, discussion, and deliberation throughout the project.

### **3.1.4 Cost of Services**

Submit three exhibits, including: (1) a fee schedule showing the hourly rates for Staff and any other direct material and equipment costs that are likely to occur, 2) a proposed budget, and (3) a completed cost sheet (see attached "Cost Sheet"). Please note for the cost sheet, include a discount (if one is proposed) if your organization is planning to propose on multiple RFPs.

The proposed budget should outline all estimated costs to complete the project as outlined in Section 2 of this RFP, including administrative costs, graphics, duplication, and mailings as well as travel costs. Please note that City of Bakersfield does not pay "Cost-Plus" expenses. Therefore, integrate all anticipated costs to complete the project into the total proposed budget. The cost will be on a time-and-materials, not-to-exceed basis and payment will be monthly (i.e., net 30).

### **3.1.5 Insurance and Indemnification**

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

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

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

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

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

Except for professional liability, all policies required of the consultant hereunder shall be primary insurance as respects the City, its mayor, council, officers, agents, employees and volunteers and any

insurance or self-insurance maintained by the City, its mayor, council, officers, agents, employees and volunteers shall be excess of the consultant's insurance and shall not contribute with it.

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

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

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

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

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

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

The selected consultant will also be required to execute the Professional Services Agreement that includes the following indemnification language:

*Consultant 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 Consultant'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.*

### **3.1.6 Current Volume of Work**

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

### **3.1.7 Conflict of Interest**

The contractor retained under agreement to perform the aforementioned services will refrain from contracting with the applicant (unless the applicant is the City of Bakersfield) during the duration of the time that the scope of services is performed on behalf of the City. In addition, the consultant retained

under agreement to perform the aforementioned services will not contract for services on any project within the incorporated City of Bakersfield without first receiving written consent from the Planning Director that the requested contract for services is not inconsistent, incompatible, in conflict with, or contrary to the performance of the project, which consent will not be unreasonably withheld.

### **3.2 Proposal Submission**

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

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

**Submit four hard copies and one digital copy of your proposal to:**

Development Service Department – Planning Division  
**Attn: Paul Johnson; Planning Director**  
1715 Chester Avenue, 2<sup>nd</sup> Floor  
Bakersfield, CA 93301

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



#### **4.0 MISCELLANEOUS GENERAL REQUIREMENTS**

##### **4.1 Payment for Services**

Payment, which requires the preparation of studies and/or any other City requested work, shall be subject to approval by City Staff and will not be paid prior to the completion of any requested revisions.

##### **4.2 Services Provided by the City**

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

###### **4.2.1 City Documents**

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

##### **4.3 Solicitation Caveat**

The proposer understands and agrees that the City shall have no financial responsibility for any costs incurred by the proposer in responding to this RFP and shall not be liable to any proposer for costs attributed to the design of the project until the proposer has executed a contract with the City and been authorized in writing to proceed. The City reserves the right to terminate this RFP after three-day notice to all prospective proposers. The City may select any proposal in its sole discretion and on the basis of criteria which the City determines best reflects its interest in completion of the project. The City may (a) select any proposal for further clarification or negotiation; (b) alter the RFP or ask for alternative proposals; (c) suspend or alter the timing of negotiations and/or solicitations and/or negotiations and/or execution of agreements under this RFP or in respect of any proposal; or (d) suspend or terminate, in whole or in part, any aspect of the project or this RFP. In any such event and to the maximum extent permitted by law, a proposer's sole remedy will be the right to withdraw such proposal, and all other rights and remedies of any proposer submitting a proposal will be deemed waived and released as against the City.

The submission of a proposal shall be conclusive evidence that the consultant had investigated and satisfied themselves as to the conditions to be encountered, the character, quality, and scope of work to be performed, and the requirements of the City of Bakersfield, and, with that understanding, is qualified and able to complete the project as outlined herein.

##### **4.4 Time**

Time is of the essence as to all work to be performed by the selected consultant.

##### **4.5 Form of Independent Contractor's Agreement (Over \$40K)**

Attached is substantially the form of the Independent Contractor's Agreement (Over \$40K), which the successful firm is expected agree to and sign. Prospective consultants shall be notified of major changes to this RFP or the proposed Independent Contractor's Agreement (Over \$40K) by addenda.

#### **4.6 Business Address**

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

#### **4.7 Addenda**

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

#### **4.9 Disadvantaged Business Enterprise (DBE) Participation**

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

## **5.0 SELECTION PROCESS**

All proposals received by the specified deadline will be reviewed by the City for content, fee schedule, staffing, the proposed work program, and the phasing of tasks as well as overall compliance with this RFP. In reviewing the details for the Update Options, the City will consider level of effort, timing, and cost.

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

The City reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal received and may reject, modify, or otherwise alter this proposal process as it sees fit, at its sole discretion, with or without cause. The City reserves the right to select the proposal or proposals which, in its sole judgment, best meet the needs of the City. Pursuant to Section 4526 of the Government Code, the selection will be based on demonstrated competence and on the professional qualifications of the applicants and at a fair and reasonable price to the City.

**Consultant’s List**

**City of Bakersfield Planning Division**  
**Consultant List**  
**- Mailing Labels -**  
Updated: 2/1/21

**AECOM**

Attn: RFP Manager  
1220 Avenida Acaso  
Camarillo, CA 93012  
PH: 805-388-3775

**Alta Environmental**

Attn: RFP Manager  
3777 Long Beach Blvd., Annex Bldg.  
Long Beach, CA 90807  
PH: 888-608-3010

**Applied Planning, Inc.**

Attn: RFP Manager  
11762 De Palma Rd., 1-C 310  
Corona, CA 92883  
PH: 909-937-0333

**Ascent Environmental, Inc.**

Attn: RFP Manager  
455 Capitol Mall, Ste. 300  
Sacramento, CA 95814  
PH: 916-444-7301

**Aspen Environmental Group**

Attn: RFP Manager  
5020 Chesebro Rd., Ste. 200  
Agoura Hills, CA 91301  
PH: 818-597-3407

**Benchmark Resources**

Attn: RFP Manager  
2515 E. Bidwell St.  
Folsom, CA 95630  
PH: 916-983-9193

**CAJA Environmental Services, LLC**

Attn: RFP Manager  
15350 Sherman Wy., Ste. 315  
Van Nuys, CA 91406  
PH: 310-469-6700

**Crawford & Bowen Planning, Inc.**

Attn: RFP Manager  
113 N. Church St., Ste. 302  
Visalia, CA 93291  
PH: 559-840-4414

**Denise Duffy & Associates, Inc.**

Attn: RFP Manager  
947 Cass St., Ste. 5  
Monterey, CA 93940  
PH: 831-373-4341

**Drake Haglan and Associates**

Attn: RFP Manager  
11060 White Rock Rd., Ste. 200  
Rancho Cordova, CA 95670  
PH: 916-363-4210

**Dudek**

Attn: RFP Manager  
38 N. Marengo Ave.  
Pasadena, CA 91101  
PH: 626-204-9800

**Ecology and Environment Inc.**

Attn: RFP Manager  
505 Sansome St., Ste. 300  
San Francisco, CA 94111  
PH: 415-398-5326

**ECORP Consulting, Inc.**

Attn: RFP Manager  
215 N. Fifth St.  
Redlands, CA 92374  
PH: 909-307-0046

**EcoTierra Consulting, Inc.**

Attn: RFP Manager  
5776-D Lindero Canyon Rd. #414  
Westlake Village, CA 91362  
PH: 818-356-9496

**EMC Planning Group Inc.**

Attn: RFP Manager  
301 Lighthouse Avenue, Suite C  
Monterey, CA 93940  
PH: 831-649-1799

**Envicom Corporation**

Attn: RFP Manager  
4165 E. Thousand Oaks Blvd., Ste. 290  
Westlake Village, CA 91362  
PH: 818-879-4700

**EPD Solutions, Inc.**

Attn: RFP Manager  
2030 Main St., Ste. 1200  
Irvine, CA 92614  
PH: 949-794-1180

**ESA**

Attn: RFP Manager  
626 Wilshire Blvd., Ste. 1100  
Los Angeles, CA 90017  
PH: 213-599-4300

**FirstCarbon Solutions**

Attn: RFP Manager  
250 Commerce, Ste. 250  
Irvine, CA 92602  
PH: 714-508-4100

**HDR Engineering, Inc.**

Attn: RFP Manager  
3230 El Camino Real, Ste. 200  
Irvine, CA 92602  
PH: 714-730-2300

**ICF International**

Attn: RFP Manager  
49 Discovery, Ste. 250  
Irvine, CA 92618  
PH: 949-333-6625

**Impact Brands, Inc.**

Attn: RFP Manager  
1600 Sacramento Inn Wy., Ste. 135  
Sacramento, CA 95815  
PH: 916-549-8646

**Impact Sciences**

Attn: RFP Manager  
231 Village Commons, Ste. 17  
Camarillo, CA 93012  
PH: 805-437-1900

**Kimley-Horn and Associates, Inc.**

Attn: RFP Manager  
555 Capitol Mall, Ste. 300  
Sacramento, CA 95814  
PH: 916-858-5800

**Krazan & Associates**

Attn: RFP Manager  
2205 Coy Ln.  
Bakersfield, CA 93307  
PH: 661-837-9200

**LSA Associates**

Attn: RFP Manager  
20 Executive Park, Ste. 200  
Irvine, CA 92614  
PH: (949) 553-0666

**Meridian Consultants LLC**

Attn: RFP Manager  
920 Hampshire Rd., Ste. A5,  
Westlake Village CA 91361  
PH: 805-367-5720

**Michael Baker**

Attn: RFP Manager  
2729 Prospect Dr., Ste. 220  
Rancho Cordova, CA 95670  
PH: 916-361-8384

**Mintier Harnish**

Attn: RFP Manager  
1415 20th St.  
Sacramento, CA 95811  
PH: 916-446-0522

**MRS Environmental Inc.**

Attn: RFP Manager  
1306 Santa Barbara St.  
Santa Barbara, CA 93101  
PH: 805-289-3920

**Northcutt & Associates**

Attn: RFP Manager  
4220 Poplar St.  
Lake Isabella, CA 93240  
PH: 760-379-4626

**Oliveira Environmental Consulting**

Attn: RFP Manager  
1645 Hillcrest Pl.  
San Luis Obispo, CA 93401  
PH: 805-234-7393

**Padre Associates, Inc.**

Attn: RFP Manager  
3500 Coffee Road, Ste. B  
Bakersfield, CA 93308  
PH: 661-829-2686

**Parsons Corporation**

Attn: RFP Manager  
100 W. Walnut St.  
Pasadena, CA 91124  
PH: (626) 440-4000

**PlaceWorks**

Attn: RFP Manager  
3 MacArthur Pl., Ste. 1100  
Santa Ana, CA 92707  
PH: 714-966-9220

**Power Engineers, Inc.**

Attn: RFP Manager  
731 E. Ball Rd., Ste. 100  
Anaheim, CA 92805  
PH: 714-507-2700

**Provost & Pritchard Consulting Services**

Attn: RFP Manager  
1800 30<sup>th</sup> St., Ste. 280  
Bakersfield, CA 93301  
PH: 661-616-5900

**QK Inc.**

Attn: RFP Manager  
5080 California Ave., Ste. 220  
Bakersfield, CA 93309  
PH: 661-616-2600

**Raney Planning & Management, Inc.**

Attn: RFP Manager  
1501 Sports Dr., Ste. A  
Sacramento, CA 95834  
PH: 916-372-6100

**RECON Environmental, Inc.**

Attn: RFP Manager  
1927 Fifth Ave.  
San Diego, CA 92101-2358  
PH: 619-308-9333

**Rincon Consultants, Inc.**

Attn: RFP Manager  
180 N. Ashwood Ave.  
Ventura, CA 93003  
PH: 805-644-4455

**Sapphos Environmental Inc.**

Attn: RFP Manager  
430 N. Halstead St.  
Pasadena, CA 91107  
PH: 626-683-3547

**Stantec**

Attn: RFP Manager  
555 Capitol Mall, Ste. 650  
Sacramento, CA 95814  
PH: 916-442-3230

**SWCA Environmental Consultants**

Attn: RFP Manager  
51 W. Dayton St.  
Pasadena, CA 91105  
PH: 626-240-0587

**T&B Planning, Inc.**

Attn: RFP Manager  
3200 El Camino Real, Ste. 100  
Irvine, CA 92602  
PH: 714-505-6360

**Tetra Tech, Inc.**

Attn: RFP Manager  
17885 Von Karman Ave., Ste. 500  
Irvine, CA 92614  
PH: 949-809-5000

**UltraSystems, Inc.**

Attn: RFP Manager  
16431 Scientific Wy.  
Irvine, CA 92618-7443  
PH: 949-788-4988

**Urban Planning Partners**

Attn: RFP Manager  
388 17th St., Ste. 230  
Oakland, CA 94612  
PH: 510-251-8210

**Cost Sheet**

HE Cost Sheet		
Task	Cost (labor & materials)	Notes
- <u>Project Management</u>		
- Kick-Off Meeting	\$ -	
- Project Schedule	\$ -	
- Project Coordination	\$ -	
- <u>Assessing Existing Housing Conditions, Issues, Opportunities, and Challenges</u>		
- Current Housing Element Review	\$ -	
- Housing Assessment and Needs Analysis	\$ -	
- Housing Parcel Identification Analysis	\$ -	
- Housing Production Constraints Analysis	\$ -	
- Revised Maps and Figures	\$ -	
- <u>Review and Approval of Housing Element</u>		
- Ongoing Staff Review of Draft Sections	\$ -	
- Draft Housing Element	\$ -	
- Final Housing Element	\$ -	
- State Certification and City Adoption	\$ -	
- Public Noticing	\$ -	
- <u>Community Engagement and Public Hearings</u>		
- Community Outreach	\$ -	
- Study Session	\$ -	
- Public Hearings	\$ -	
- <u>Environmental Analysis</u>		
- Environmental Determination	\$ -	
- Draft of Environmental Analysis	\$ -	
- Final Environmental Analysis	\$ -	
- Adoption	\$ -	
<b>Total Cost</b>	<b>\$ -</b>	
Discount (if proposing on multiple RFPs)	\$ -	
<b>Discounted Cost</b>	<b>\$ -</b>	



**Master Summary**



**Tentative Schedule**

Task	2021												2022												2023												2024											
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D												
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- Revised Maps and Figures																																																
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- Draft Housing Element																																																
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- Adoption																																																

## **Independent Contractor's Agreement (Over \$40K)**

AGREEMENT NO. \_\_\_\_\_

## INDEPENDENT CONTRACTOR'S AGREEMENT

[Over \$40,000]

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

By: \_\_\_\_\_  
**Karen K. Goh**  
Mayor

**"CONTRACTOR"**

I have received and reviewed the sample CONTRACTOR's AGREEMENT including the INDEMNITY clause which was sent to me with the City's RFQ. My signature below shall signify our firm's acceptance of a final version of the same contract except for "Scope of Work" and "Compensation" clauses. If our firm is selected for awarding a contract for the project as described in said RFQ for On Call Construction Inspection Services of City Public Works projects.

Initialed 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 \_\_\_\_





## EXHIBIT B

**Rincon Consultants, Inc.**

7080 North Whitney Avenue, Suite 101  
Fresno, California 93720  
510-834-4455

December 21, 2023  
Rincon Project No. 20-10087

Paul Johnson, Planning Director  
City of Bakersfield  
1715 Chester Avenue, 2nd Floor  
Bakersfield, California 93301  
Via email: [pjohnson@bakersfieldcity.us](mailto:pjohnson@bakersfieldcity.us)

**Subject: Proposal for Additional Services Related to the 6<sup>th</sup> Cycle Housing Element Update  
Bakersfield, California**

Rincon Consultants appreciates the opportunity to submit this proposal to provide planning services to the City of Bakersfield for the 6<sup>th</sup> cycle Housing Element update. This proposal describes the scope of work, cost estimate, and project schedule. Rincon's scope of services is fully negotiable to ensure the proposal meets the City's needs for this work effort.

## Project Understanding

The Rincon team, which includes Veronica Tam and Associates (VTA), has been assisting the City with preparation of the 6<sup>th</sup> cycle Housing Element. Our team submitted the first draft for HCD review on June 22, 2023.

The planned scope of the original agreement included revisions to the Draft Housing Element Update following one round of HCD review and preparation for City adoption. Since the original scope was prepared, City staff have requested additional revisions to, and resubmittal of, the Draft Housing Element to HCD for review prior to adoption. A new contract is needed to support the additional scope of work related to responding to the comments received in HCD's September 20, 2023 letter and subsequent resubmittal.

Additionally, Rincon's work effort has recently increased substantially over what is typical for jurisdictions at this stage of the process. This is based on several factors including:

- **A Highly Engaged Community.** We typically see a handful of comment letters submitted on draft housing elements. Bakersfield received 31 comment letters (including emails and comments made via the website), including two letters from the Leadership Counsel for Justice and Accountability that were 30 and 14 pages in length, respectively. The comment letters must be reviewed, and Bakersfield must demonstrate how the comments have influenced the Draft Housing Element submitted to HCD.
- **Site Inventory Changes.** Changes to the Site Inventory to reflect the residential zoning changes concurrently underway have been requested. In addition to the Site Inventory itself, requested changes cascade throughout the tables and graphics included in the Draft Housing Element.
- **Additional Project Management Responsibilities.** Rincon did not originally scope for a second submittal of the Draft Housing Element, which will lengthen the project schedule. In addition, the City has requested Rincon's involvement with discussion of Leadership Counsel comments and approach with the City Manager.



## Scope of Work

The following details the scope of work proposed for this phase of the project. Please note that this proposal only covers the scope of work detailed herein. Additional labor will be provided on a time and materials basis billed at rates in effect at that time. We have assumed that public interest will remain high for this project. Therefore, our scope and budget reflect the anticipated level of work effort required to move the project through the adoption phase and submittal of the adopted Housing Element to HCD.

### Task 1 Project Initiation

#### Task 1.4.1 Project Coordination

The Rincon team will provide project management support, including meetings for working sessions, timeline and status updates, and hearing preparation, quality control, and internal team coordination. This includes attendance at the biweekly meetings for the General Plan Update and/or 30-minute virtual weekly (or as needed) meetings, to be conducted by Rincon's Project Manager, with City staff to proactively identify project issues, identify potential solutions, and coordinate with the team and City staff on the best course of action.

#### *Deliverables*

- Attendance at bi-monthly half-hour check in virtual meetings, along with brief agendas and action items/assignments
- Discussions with the City on approach to comments submitted by the Leadership Counsel for Justice and Accountability
- Monthly invoices

### Task 5 Additional Services

#### Task 5.1 Housing Element - Draft #2

City staff have requested additional revisions to, and resubmittal of, the draft Housing Element to HCD for review prior to adoption. The original contract had assumed one round of HCD review prior to adoption as outlined in Tasks 3.3 and 3.4. City staff have now indicated a desire to submit the draft Housing Element to HCD for a second review prior to adoption. In addition, this new task includes additional changes to the Site Inventory and addressing a substantial number of public comment letters that were much lengthier than anticipated in the original scope of work.

The Rincon team will revise the draft Housing Element to address the following:

- Comments contained in the letter from HCD dated September 20, 2023.
- Public comments received during the two previous public review periods.
- Revisions to the Site Inventory resulting from the finalization of development standards for parcels slated for rezoning.
- Revisions to the Site Inventory resulting from feedback received during the outreach process for the rezone effort.

All revisions made to the draft Housing Element will be shown as tracked changes. Rincon will respond to one round of consolidated City comments on the updates to the revised draft Housing Element.



Rincon will also prepare a comment review matrix showing how comments were addressed and a revised Site Inventory for submittal to HCD.

The revised draft Housing Element will be posted on the project website for public review for a minimum of seven days in accordance with Government Code 65585(b)(1). If public comments are received during this review period, Rincon will hold one meeting with the City to discuss the approach and potential revisions prior to submittal to HCD. Rincon assumes minor changes in response to public comments. If multiple discussions and/or major changes are needed in response to public comments, additional funds may be needed (see description of use of contingency funds below).

#### *Deliverables*

- Redlined revised draft Housing Element (MS Word)
- Redlined revised draft Housing Element (PDF)
- Draft comment matrix (MS Word)
- Final comment matrix (PDF)
- Revised Site Inventory (Excel)
- Electronic submittal of documentation to HCD

### **Task 5.2 Final Housing Element**

The Rincon team will revise the draft Housing Element to address HCD comments from the second round of HCD review. All revisions made to the draft Housing Element will be shown as tracked changes. Rincon will respond to one round of consolidated City comments on the updates to the revised draft Housing Element. Rincon will also prepare a comment review matrix showing how comments were addressed. It is assumed that no changes will be made to the capacity assumptions or the sites in the Site Inventory during this round of revisions. If changes to the Site Inventory are needed, additional funds may be needed (see description of use of contingency funds below). The revised draft Housing Element will be posted on the project website.

#### *Deliverables*

- Redlined revised draft Housing Element (MS Word)
- Redlined revised draft Housing Element (PDF)
- Draft comment matrix (MS Word)
- Final comment matrix (PDF)

### **Task 5.3 Public Hearings**

We have budgeted for participation in two public hearings on the project. The Rincon team anticipates participation in one Planning Commission hearing and one City Council hearing, although this could change dependent upon the City's needs. For the public hearings, we will present the Housing Element and CEQA review findings and recommendations.

#### *Deliverables*

- Digital versions of materials/ presentations for Public Hearings



## **Task 5.4 Adopted Housing Element Submittal to HCD**

Rincon will revise the adopted 6th cycle Housing Element upon direction from the Planning Commission and City Council, as needed. If public comments are received during the time that the Housing Element is available for review and/or made during public hearings, Rincon will hold one meeting with the City to discuss the approach and potential revisions prior to submittal to HCD. Rincon assumes minor changes in response to public comments. If multiple discussions and/or major changes are needed in response to public comments, additional funds may be needed. Additionally, it is assumed that no changes will be made to the capacity assumptions or the sites in the Site Inventory during this round of revisions. If changes to the Site Inventory are needed, additional funds may be needed (see description of use of contingency funds below).

Rincon will submit the adopted Housing Element electronically to HCD. Rincon assumes that City staff will provide our team with the adoption resolution and any related ordinances to include as part of the electronic submittal to HCD, and that City staff will be responsible for the production and mailing of a hard copy to HCD, if required.

### *Deliverables*

- Redlined revised draft Housing Element (MS Word)
- Redlined revised draft Housing Element (PDF)
- Draft comment matrix (MS Word)
- Final comment matrix (PDF)
- Revised Site Inventory (Excel)
- Electronic submittal of documentation to HCD

## **Use of Contingency Funds**

If mutually agreed upon by the City and Rincon, the use of contingency funds may be applied for the following uses:

- Major revisions in response to public comments
- Changes to capacity assumptions and/or sites in the Site Inventory
- Edits to the Housing Element to address HCD comments on the adopted Housing Element

## **Cost**

Rincon has provided an itemized budget inclusive of anticipated costs associated with the project, broken down by task. This budget has been prepared with the objective of providing an honest assessment of fees and expenses, and we have identified assumptions aimed at ensuring clear expectations.

Rincon is requesting **\$93,445** for the work scope detailed above and summarized in the table below. In addition, a contingency amount of **\$41,641**, equal to 10 percent of the original and new contract values, will be set aside to use upon mutual agreement between the City and Rincon for the tasks mentioned above. The cost for the services included in this proposal are shown in Table 1 below.

It should be noted that **\$45,048.75** remains in the contract that expired in September 2023. We request that this remaining budget be carried over to this new contract to support ongoing work efforts related to this project. These funds will be used to support Tasks 1.4.1, 5.1, and 5.3.



City of Bakersfield

**Proposal for Additional Services Related to the 6th Cycle Housing Element Update**

**Table 1      Cost Summary**

Task		Estimated Cost
<b>Task 1</b>	<b>Project Initiation</b>	
Task 1.4.1	Project Coordination	\$13,818
<b>Task 5</b>	<b>Additional Services</b>	
Task 5.1	Housing Element Update Resubmittal	\$48,540
Task 5.2	Final Housing Element	\$22,376
Task 5.3	Public Hearings	\$18,938*
Task 5.4	Adopted Housing Element Submittal to HCD	\$8,711
<b>Total</b>		<b>\$93,445</b>
Project Carryover		\$45,048.75**
Contingency		\$41,641
<b>Total with Contingency and Carryover</b>		<b>\$180,134.75</b>

\*To be paid from project carryover funds, so not included in new budget

\*\* Budget will be added to Tasks 1.4.1, 5.1 and 5.3

This cost estimate covers the work described in the scope of work included in this proposal. If additional time is required to address Housing Element revisions beyond what is covered in the contingency funds, or new services are required that are outside of this scope of work, a scope and cost amendment will be needed. Additional labor will be provided on a time and materials basis billed at rates in effect at that time. In the event that services extend beyond the expiration date of March 31, 2025, Rincon reserves the right to negotiate hourly rates pursuant to a contract amendment.

We appreciate the opportunity to assist the City of Bakersfield. This proposal is valid for 30 days and is fully negotiable to meet the City's needs for this assignment, and we are available to commence this work immediately upon authorization to proceed. If you have any questions about this proposal, please contact Emily Green at 619-880-5426 or [egreen@rinconconsultants.com](mailto:egreen@rinconconsultants.com).

Sincerely,

**Rincon Consultants, Inc.**

Emily Green  
Project Manager

Brenna Weatherby  
Principal

**Attachments**

Attachment 1    Cost Estimate

Attachment 2    Project Schedule

# **Attachment 1**

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Cost Estimate



## **Cost Estimate**

Rincon will complete the work program described herein for a cost not to exceed \$180,134.75. Any additional tasks not identified herein will be completed only upon authorization and in accordance with the rates shown in the table below.


**Proposal for Additional Services Related to the 6th Cycle Housing Element Update**

Rincon Labor Classification →				Principal I	Senior Professional I	Professional IV	Professional III	GIS/CADD Specialist II	GIS/CADD Specialist I	Publishing Specialist
				\$307	\$238	\$211	\$196	\$167	\$150	\$120
Tasks	Labor Cost	Direct Expense	Hours							
<b>Task 1 Project Initiation</b>										
Task 1.4 Project Coordination	\$13,818		54	14	40					
<b>Task Subtotal</b>	<b>\$13,818</b>		<b>54</b>	<b>14</b>	<b>40</b>					
<b>Task 5 Additional Services</b>										
Task 5.1 Housing Element Update Resubmittal	\$48,540		243	10	35	60	80	20	30	8
Task 5.2 Final Housing Element	\$20,076	\$2,300	98	3	20	20	40	5	10	
Task 5.3* Public Hearings	\$13,556	\$5,382	50	24	26					
Task 5.4 Adopted Housing Element Submittal to HCD	\$8,711		38	3	15	20				
<b>Task Subtotal</b>	<b>\$77,327</b>	<b>\$2,300</b>	<b>379</b>	<b>16</b>	<b>70</b>	<b>100</b>	<b>120</b>	<b>25</b>	<b>40</b>	<b>8</b>
<b>Subtotal Cost</b>	<b>\$91,145</b>	<b>\$2,300</b>	<b>379</b>	<b>\$9,210</b>	<b>\$26,180</b>	<b>\$21,100</b>	<b>\$23,520</b>	<b>\$4,175</b>	<b>\$6,000</b>	<b>\$960</b>

**Direct Cost Detail**

	Amount
VTA	\$2,300
<b>Subtotal Additional Costs</b>	<b>\$2,300</b>

**Summary**

	Amount
Professional Fees Subtotal	\$91,145
Direct Costs Subtotal	\$2,300
Contingency	\$41,641
Carryover	\$45,048.75
<b>Total Project Budget</b>	<b>\$180,134.75</b>

\* Task 5.3 is not included in subtotal cost as this task will be covered by carryover funds.

**Professional Services.** Professional services are based on Rincon's 2024 standard fee schedule and labor classifications. The above is provided as an estimate of Rincon's effort per task. Rincon may reallocate budget between staff and tasks, as long as the total contract price is not exceeded.

**Annual Escalation.** Standard rates subject to 3% escalation annually.



## **Attachment 2**

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Project Schedule



## Project Schedule

The Rincon team is prepared to begin the work program described in this proposal immediately upon authorization to proceed. Rincon’s understanding is that the City’s outreach for the rezone effort will conclude early February 2024, and that Rincon will consider feedback from this outreach effort in the revisions to the draft Housing Element. Therefore, Rincon will begin the revisions to the Site Inventory and related changes to the Housing Element in early February 2024.

Task/Deliverable	Estimated Timeline
Rincon submits revised draft Housing Element for City review	March 2024
Rincon submits revised draft Housing Element to HCD	April 2024
HCD Review #2	April to June 2024
Rincon submits revised draft Housing Element for City review	July 2024
Adoption hearings	August/September 2024
Submittal of adopted Housing Element to HCD	September 2024



# CERTIFICATE OF LIABILITY INSURANCE

2/1/2024

DATE (MM/DD/YYYY)

1/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <span style="float: right;"><b>FAX</b> (A/C, No):</span> <b>E-MAIL</b> <b>ADDRESS:</b>														
<b>INSURED</b> 1462718 Rincon Consultants, Inc. 180 N Ashwood Ave. Ventura CA 93003	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Crum &amp; Forster Specialty Insurance Co</td> <td style="text-align: center;">44520</td> </tr> <tr> <td><b>INSURER B:</b> Hartford Fire Insurance Company</td> <td style="text-align: center;">19682</td> </tr> <tr> <td><b>INSURER C:</b> Starstone National Insurance Company</td> <td style="text-align: center;">25496</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Crum & Forster Specialty Insurance Co	44520	<b>INSURER B:</b> Hartford Fire Insurance Company	19682	<b>INSURER C:</b> Starstone National Insurance Company	25496	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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COVERAGES RINCO01

CERTIFICATE NUMBER: 16504102

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$50,000 <input checked="" type="checkbox"/> P&I GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	EPK-142587	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$	
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	72UENOL5481	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp./Coll. Ded \$ 1,000	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	EXO4278419	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	T10230329	2/1/2023	2/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution Liab E&O Liab.	N	N	EPK-142587	2/1/2023	2/1/2024	Limit: \$3,000,000/\$4,000,000 Limit: \$3,000,000/\$4,000,000 Retro Date: 12/9/1994	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Effective 2/1/2023 - 2/1/2024: Cyber Liability \$5M Limit \$25K retention, Carrier: At-Bay, Policy No. ATB-6688178-01, \$5M xs \$5M Limit, Carrier: E-Risk, Policy No. EKS3462982. City of Bakersfield, its mayor, council, officers, agents, employees, and designated volunteers are an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement(s) or policy language. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsement or policy language.

## CERTIFICATE HOLDER

## CANCELLATION See Attachments

**16504102**  
 City of Bakersfield  
 1600 Truxtun Ave.  
 Bakersfield CA 93301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 AUTHORIZED REPRESENTATIVE
 

Attachment Code: D563840 Certificate ID: 16504102

Policy Number: EPK-142587

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) of Covered Operations</b>
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section III — Who Is An Insured** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" cause, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Attachment Code: D563842 Certificate ID: 16504102

Policy Number: EPK-142587

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED  
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) or Organization(s)**

Blanket when specifically required in a written contract with the named insured.

- A. SECTION III — WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability arising out of "your work" for that person or organization performed by you, or by those acting on your behalf.
- B.** As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insureds shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
  2. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for injury or damage arising out of "your work" performed under a written contract with that person(s) or organization(s).
  3. The term "additional insured" is used separately and not collectively, but the inclusion of more than one "additional insured" shall not increase the limits or coverage provided by this insurance.

This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

Attachment Code: D565978 Certificate ID: 16504102

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY  
WC 04 03 06**

(Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from US.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_ \* \_\_ % of the California workers' compensation premium otherwise due on such remuneration.

**Person or Organization****Job Description**

WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

\*The premium charge for this endorsement shall be 2% of the premium developed in the State of California, but not less than \$500 policy minimum premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 2/1/2023 Policy No. T10230329  
Insured Rincon Consultants, Inc.  
Insurance Company StarStone National Insurance Company

Endorsement No. 23  
Policy Effective Date 2/1/2023

Countersigned By \_\_\_\_\_



**WC 04 03 06**  
(Ed. 4-84)