




REQUEST FOR PROPOSALS (RFP) FOR

**CONSULTING SERVICES FOR  
PAVEMENT CONDITION  
ASSESSMENT AND 5-YEAR  
PAVEMENT MANAGEMENT PLAN**

Approved for  
Advertising By:

  
Beverly A. Marshall, DBA, ICMA-CM, CSDM

**SUBMITTAL DEADLINE**  
**11:00 A.M. on August 29, 2025**

[Email Proposals to dsmith@bvcsd.org](mailto:dsmith@bvcsd.org)

## **INTRODUCTION**

The Bear Valley Community Services District, Public Works Department, is requesting a proposal from qualified firms to provide professional services to perform a pavement condition assessment and prepare a five-year pavement management plan. Proposers must have sufficient expertise and experience to complete the work as described in Attachment A: Preliminary Scope of Work and must submit a fee proposal (sample included as Attachment B). A copy of the Districts standard Service Agreement is included with the RFP as Attachment C.

### **1. BACKGROUND**

Bear Valley Springs is a gated residential community located in the Tehachapi area of Kern County, California. The community was developed in the early 1970's. The roads and the water and wastewater utilities are owned and operated by the Bear Valley Community Services District (a California Special District).

The District serves as the local government for Bear Valley Springs, supplying such services as police protection, potable water, road maintenance, wastewater treatment, and solid waste disposal. Ground elevations in the community range from about 4,000 feet to almost 7,000 feet above sea level. There are approximately 110 miles of roadway. All lengths reported are roadway miles and not lane miles. We have a population of approximately 6,000 residents. Information about the District can be found at the website: [Bear Valley CSD \(www.bvcsd.org\)](http://www.bvcsd.org).

### **2. BASIC SCOPE OF WORK**

The work will generally consist of:

- Physically evaluating the pavement condition of all District streets and determining a pavement condition index (PCI) for each street section, pursuant to applicable standards.
- Identifying feasible rehabilitation alternatives for each street section, if necessary.
- Creating an EXCEL and GIS database with a summary of PCI and recommended improvements, including costs.
- Prioritizing projects and preparing a recommended five-year pavement management plan with two fiscal alternatives.

### **3. PROPOSAL SUBMITTAL**

Proposals will be accepted until 11:00 AM (PST) on Friday, August 29, 2025, via email to Dawn Smith, Public Works Administrative Specialist II at [dsmith@bvcsd.org](mailto:dsmith@bvcsd.org). Responses will only be accepted via email, no print or hand-delivered copies will be accepted.

Questions regarding this RFP shall be directed to Dawn Smith, Public Works Administrative Specialist II, at [dsmith@bvcsd.org](mailto:dsmith@bvcsd.org) or (661) 771-3902 by Friday, August 15, 2025, at 2:00 PM (PST). If the District receives a question regarding an error or inconsistency in the RFP, an addendum will be issued prior to the deadline to submit proposals. Such addendum shall be considered a part of the RFP and must be signed and submitted with the proposal.

#### 4. KEY DATES

The anticipated timeline for RFP Process:

Action	Date (all 2025 dates)
Publish Request for Proposals	July 25
Deadline to Submit Questions	August 15
Anticipated Response Date	August 20
<b>Deadline to Submit Proposals</b>	August 29
District Review of Proposals	September 10
Anticipated Date for Board of Directors to Award Professional Services Agreement	September 25
Anticipated Notice to Proceed	September 29

#### 5. PROPOSAL REQUIREMENTS

To be considered, proposals submitted in response to this RFP must include the following information. Omission of any of the requested information or misleading and incomplete information may be grounds for rejection. Each proposal is limited to no more than 20 pages.

1. **Cover letter** signed by an officer of the firm binding the firm to the commitments made in the submittal.
2. **Firm's Experience:** Present a description of the firm's past performance on similar projects, emphasizing projects of similar scope and budget. Discuss the firm's quality control process for this project and experience in the accurate coordination of subconsultants. Address the firm's record of meeting schedules and controlling costs and provide the location of the office where the majority of the work will be performed.

3. **Qualifications and Capabilities:** Provide a detailed discussion of the qualifications and experience of the Project Director/Manager that will have overall responsibility for the progress, supervision and execution of the services detailed in the Preliminary Scope of Work. Provide additional information regarding the qualifications and experience of all key individuals that will be assigned to work on the project team. Please submit resumes of only those individuals that will be assigned to work on the project. Confirm availability of staff to complete assigned tasks with highest priority and production. An organization chart is recommended. Indicate how the firm's resources will work together to complete this project. Identify additional resources available in the firm.
4. **Subconsultants:** Identify any subconsultants the firm will utilize. Include resumes of key individuals who will be directly involved in this project and briefly describe any past involvement in joint projects with these subconsultants. Indicate why the subconsultant has been selected to work on the project team. Indicate how the prime firm will ensure quality control and coordination of documents between the prime and the various subconsultants.
5. **Project Understanding:** Provide a brief statement of your firm's understanding of the project and a list of the project's critical element(s).
6. **Complete Scope of Services:** Provide a complete Scope of Work to perform a pavement condition assessment and prepare a pavement management plan. Modify Attachment A, Preliminary Scope of Work, as necessary.
7. **Project Approach:** Describe the firm's approach to provide the proposed Preliminary Scope of Work and what specialized services or unique insights the team will provide. Provide examples of the team's approach.
8. **Project Schedule:** Timing and schedule are critical for this project. Identify all significant milestone dates necessary to complete all tasks by March 31, 2026, or sooner. Indicate resources that will be allocated to each major task category to meet the schedule and discuss the firm's flexibility and record in "catching up" if milestone dates are not met. Discuss the firm's commitments to other projects in the time frame coinciding with the project.
9. **Client References:** Include the following information:
  - a. A minimum of three references from public agencies or similar government entities for which services like those required by this RFP were performed.
  - b. An emphasis should be placed on projects undertaken within the past five years and for public agencies located in similar size communities in California.

- c. For each reference, include the name of the organization, dates for which the service(s) were provided, types of service(s) provided, and contact person (name, title, phone number, and email).

10. **Fee Proposal:** Provide a Fee Proposal (Attachment B) that includes the firm's proposed compensation (e.g., fee schedule) and costs for completing the proposed Preliminary Scope of Work as time and materials, not to exceed, fee for each of the Tasks. In addition, provide an itemized detail of the fee for each task showing the estimated hours of each staff member assigned and the associated fee for that staff member or consultant. Also, include hourly rate schedules for all key personnel, including subconsultants. The itemized cost breakdown will assist in the project progress payments. The District will process invoices on a monthly basis for percentage of work completed per task.
11. **Certificate of Insurance:** Proof of liability insurance pursuant to the District's Professional Services Agreement (PSA) (Attachment C) is required to be submitted with the proposal. Respondents must acknowledge review of the District's PSA and provide a statement accepting the terms of the PSA as-is or include requested changes to the agreement as part of their submittal. Requested changes after the close of the RFP solicitation period will not be considered.

## 6. EVALUATION AND AWARD

District staff will evaluate all proposals submitted and will develop a short-list of firms to be considered based on their ability to best meet the District's needs. Each proposal will be evaluated based on project approach and understanding; the firm's experience/qualifications; proposed project schedule; and fee proposal. During the evaluation period, the District may or may not interview some or all of the short-listed firms. The interview may consist of a short presentation by the firm, after which the committee may ask questions related to the firm's proposal and qualifications.

## 7. MISCELLANEOUS

### ***Reserved Rights by the District***

The rights reserved by the District include, but are not limited to, the following:

- The District reserves the right to select and subsequently recommend for award the firm that best meets the needs of the District and budget constraints.
- The District reserves the right to require further documentation or information prior to entering into an agreement for services.
- The District reserves the right to reject any and all proposals. The District

further reserves the right to waive technicality and formalities in submittals, as well as to accept in whole or part such proposals which are deemed in the best interest of the District.

### **Incurred Costs**

The District is not liable for any costs incurred by respondents in the preparation and/or presentation of their proposal.

### **Public Record**

All correspondence with the District, including responses to this RFP, will become the property of the District and will become public records under the California Public Records Act.

### **Indemnification of the District**

At its expense, respondent agrees to indemnify, defend and hold harmless the District and its officers, agents, employees, and representatives from and against any and all liability, suits, actions, proceedings, judgements, claims, demands, liens, losses, damages, costs and expenses (including attorneys' fees, litigation, arbitration, mediation, appeal expenses) if a dispute, lawsuit, or other proceedings arises out of any one or more of the following: respondent submitting the proposal; District accepting respondents proposal; or District awarding an Agreement to respondent.

### **Equal Opportunity**

In connection with submittal pursuant to this RFP, respondents shall not in any manner prohibited by law discriminate or permit discrimination against any person or group of persons on the ground of race, religion, color, national origin, age, ancestry, disability, medical condition, military or veteran status, marital status, sex, gender, sexual orientation, or any other category protected by Federal, State, or local laws. In the event of a respondent's noncompliance with this nondiscrimination clause or with any applicable rules, regulations or orders, the respondent may be declared ineligible to enter into an agreement with the District.

### **8. Attachments**

Attachment A:	Preliminary Scope of Work
Attachment B:	Fee Proposal Sample
Attachment C:	Bear Valley Community Services District Professional Services Agreement

**ATTACHMENT A  
PRELIMINARY SCOPE OF WORK  
PAVEMENT CONDITION ASSESSMENT AND  
5-YEAR PAVEMENT MANAGEMENT PLAN**

The Scope of Work may include, but will not be limited to, the following items listed below.

The consultant may revise and/or expand on this scope in accordance with their expertise.

The District will provide a copy of the 2013 pavement management database to the selected consultant for reference, although the data and approach is outdated and has limited accuracy. This scope of work should not utilize the prior study's data as a basis.

The District will not be purchasing or utilizing proprietary software for the pavement management program. It intends to monitor the pavement management plan in its existing GIS and Excel databases. The District also plans to incorporate it into software we are in the process of obtaining through OpenGov.

**Task 1. Project Management**

This task shall include the kickoff meeting, progress meetings, and District Board presentation (assume two in-person District Board of Directors meetings). Includes monthly invoicing and project management tasks.

**Task 2. Field Inspection**

The selected consultant shall physically evaluate the pavement condition of all District streets and prepare a Pavement Condition Index (PCI) for each segment. Proposers should include their data collection methodologies, which the District will evaluate as it selects its consultant. The selected consultant shall provide collected data in an ArcGIS shapefile. The District currently has approximately 110 miles of paved road it maintains.

**Task 3. Prioritized Project List & Five-Year Pavement Management Plans**

The selected consultant shall work with the District to identify rehabilitation methodologies appropriate for the District.

The consultant shall review the Districtwide data and make recommendations for repair projects on streets where unusual or accelerated pavement damage has occurred, or for other pavement conditions that may adversely affect public safety. The District acknowledges that some street segments may not need to be addressed during the five-year duration. For each street segment with a PCI score of 80 or below, the selected consultant shall identify feasible rehabilitation alternatives and the estimated associated costs.

The consultant shall prioritize the street segments identified and develop two Five-Year Pavement Management Plans. The plans shall seek to maximize the life and condition

of District roads given a limited budget. The Pavement Management Plans shall include estimated costs for the work in each year.

**Task 4. Final Report**

The consultant shall prepare a final report containing: a description of the methodology used in the analysis, method used for PCI calculations, the PCI output listing, the priority project listing, and the two Five-Year Pavement Management with different funding levels. The consultant shall include Districtwide maps that show the recommended pavement management over the five-year period. The reports and maps shall include both pdf and original electronic version, including shapefiles created. No hard copies are required.

**ATTACHMENT B  
FEE PROPOSAL**

Fee details shall be itemized by task, and include at a minimum the key personnel's name, hours, and hourly rate. The Fee Proposal shall be subtotaled by task. A sample of the minimum required is shown in the table below.

<b>TASK</b>	<b>DESCRIPTION</b>	<b>HOURS</b>	<b>RATE</b>	<b>SUBTOTAL</b>
Task 1	Project Management			
Task 2	Field Inspection			
Task 3	Prioritized Project List & Five-Year Pavement Management Plan			
Task 4	Final Report			
<b>TOTAL</b>				

The consultant shall include as an attachment the company's 2025 Standard Rate Schedule.

**SHORT FORM PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE BEAR VALLEY COMMUNITY SERVICES DISTRICT AND**

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THIS AGREEMENT for consulting services is made by and between the Bear Valley Community Services District, a California Special District ("District"), and \_\_\_\_\_, ("Professional") as of \_\_\_\_\_, 2025.

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Professional shall provide to District the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

**Section 2. TERM.** The term of this Agreement shall begin on the date first noted above and shall end on \_\_\_\_\_. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 10. The time provided to Professional to complete the services required by this Agreement shall not affect the District's right to terminate the Agreement, as provided for in Section 11.

**Section 3. STANDARD OF PERFORMANCE.**

- 3.1 **Standard of Performance.** Professional shall perform all services and prepare all work products required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession.
- 3.2 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that District, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from District of such desire of District, reassign such person or persons.

**Section 4. COMPENSATION.** District hereby agrees to pay Professional a sum not to exceed \$\_\_\_\_\_, notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail.

Professional and District acknowledge and agree that compensation paid by District to Professional under this Agreement is based upon Professional's costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. District therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 4.1 Invoices.** Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date, which describe the work performed by Professional. District shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. District shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Professional.
- 4.4 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed sixty two thousand dollars (\$216,849.99). Expenses not listed in Exhibit B are not chargeable to District. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 4.5 Payment upon Termination.** In the event that the District or Professional terminates this Agreement pursuant to Section 10, the District shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 4.6 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 5. FACILITIES AND EQUIPMENT.** Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. District shall make available to Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

**Section 6. INSURANCE REQUIREMENTS.** Professional shall comply with the insurance requirements contained in Exhibit C and shall procure, at its own cost and expense all insurance coverages listed in Exhibit C before beginning any work under this Agreement.

**Section 7. INDEMNIFICATION.**

- 7.1 General Requirement.** Professional shall indemnify, defend with counsel selected by the District, and hold harmless the District and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the District or its officers, employees, agents, or volunteers and (2) the actions of Professional or its

employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by District of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

**7.2 PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of District, Professional shall indemnify, defend, and hold harmless District for the payment of any and all employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District, and any attorneys' fees and costs incurred by the District to enforce this Section.

**7.3 Design Professional.** Notwithstanding Section 8.1 and 8.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

## **Section 8. STATUS OF PROFESSIONAL.**

**8.1 Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of the District. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. District shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement; however, otherwise District shall not have the right to control the means and methods by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the District in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become

entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in PERS as an employee of District and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee, agent or subcontractor to become eligible for a claim for PERS benefits.

- 8.2 **Professional Not an Agent.** Except as District may specify in writing, Professional shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

## **Section 9. LEGAL REQUIREMENTS.**

- 9.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

- 9.2 **Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

- 9.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.

- 9.4 **Licenses and Permits.** Professional represents and warrants to District that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to District that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain a valid Business License from District during the term of this Agreement.

- 9.5 **Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this

Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby. Professional shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

**Section 10. TERMINATION AND MODIFICATION.**

- 10.1 Termination.** District may cancel this Agreement at any time and without cause upon written notification to Professional. Professional may cancel this Agreement upon 30 days' written notice to District and shall include in such notice the reasons for cancellation. In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; District, however, may condition payment of such compensation upon Professional delivering to District any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the District in connection with this Agreement.
- 10.2 Extension.** District may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Section 2. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if District grants such an extension, District shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, District shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.
- 10.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 10.4 Assignment and Subcontracting.** District and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 10.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Professional shall survive the termination of this Agreement.
- 10.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, District's remedies shall include, but not be limited to, the following:
- 10.6.1** Immediately terminate the Agreement;

- 10.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
- 10.6.3 Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
- 10.6.4 Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that District would have paid Professional pursuant to Section 4 if Professional had completed the work.

**Section 11. KEEPING AND STATUS OF RECORDS.**

- 11.1 **Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the District. Professional hereby agrees to deliver those documents to the District upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the District and are not necessarily suitable for any future or other use. District and Professional agree that, until final approval by District, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 11.2 **Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 11.3 **Inspection and Audit of Records.** Any records or documents that Section 11.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District.

**Section 12 MISCELLANEOUS PROVISIONS.**

- 12.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which

that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 12.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Kern or in the United States District Court for the Eastern District of California.
- 12.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 12.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 12.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 12.6 Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of District or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Professional shall not employ any District official in the work performed pursuant to this Agreement. No officer or employee of District shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the District. If Professional was an employee, agent, appointee, or official of the District in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the District for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 12.7 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**12.8 Contract Administration.** This Agreement shall be administered by Dawn Smith ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**12.9 Notices.** Any written notice to Professional shall be sent to:

Company Name

Attn: \_\_\_\_\_

Address

City

Email

Phone

Any written notice to District shall be sent to:

Bear Valley Community Services District

General Manager

28999 S. Lower Valley Road

Tehachapi, CA 93561

**12.10 Professional Seal.** Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

**12.11 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, the compensation schedule attached hereto and incorporated herein as Exhibit B, and the insurance requirements attached hereto and incorporated herein as Exhibit C represents the entire and integrated agreement between District and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.

**12.12 IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the District before execution of this Agreement. The District's Finance Director shall have authority to waive this requirement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

BEAR VALLEY COMMUNITY SERVICES DISTRICT      PROFESSIONAL

\_\_\_\_\_  
Beverli Marshall, General Manager

\_\_\_\_\_  
[NAME, TITLE]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

Attest:

\_\_\_\_\_

**Denise Jelleschitz, Assistant to the General Manager**

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

**Palmer Hilton, Interim General Counsel**

Date: \_\_\_\_\_

*Last Revised October 3, 2023*

CONTRACT NO.: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

DRAFT

CONTRACT NO.: \_\_\_\_\_

**EXHIBIT B**  
**COMPENSATION SCHEDULE**

DRAFT

## EXHIBIT C

### Insurance Requirements

Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to District of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the District. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to District. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

1. **Workers' Compensation.** Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the District and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District. Professional shall notify District within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the District upon written verification that Professional does not have any employees.

2. **Commercial General and Automobile Liability Insurance.**

- 2.1 **General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile