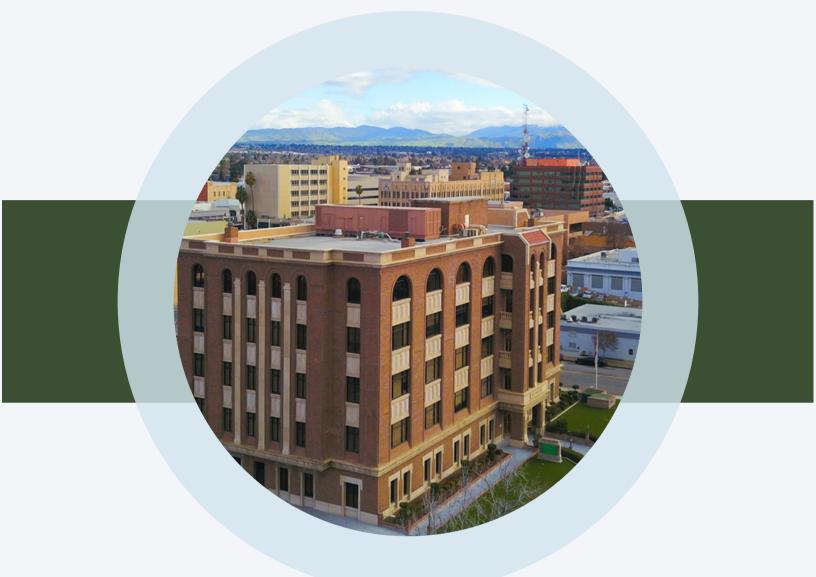
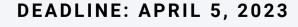
CITY OF BAKERSFIELD



PUBLIC ART CONSULTING SERVICES

REQUEST FOR PROPOSALS



CONTACT INFO: BRIANNA CARRIER ASSISTANT TO THE CITY MANAGER 661.326.3745 BCARRIER@BAKERSFIELDCITY.US



KEY DATES AND TIMELINE

KEY DATES

RFP Release	March 8, 2023
Deadline for Questions	March 22, 2023
Proposals Due	By 5:00 PM on April 5, 2023
Interviews	April 10 to April 12, 2023
Award of Project	April 26, 2023
Project Start Date	May of 2023

PROJECT TIMELINE

Contracting and Proposal Refinement	April of 2023
Consultant Begins Work	May of 2023

Note: The dates referenced above are subject to change with or without notice.

REQUEST FOR PROPOSALS



The City of Bakersfield is requesting proposals from professional public art consultants to act on behalf of the City Council to commission artists and projects and provide consulting services for the Public Art Program on an asneeded basis. The City anticipates upcoming projects to include murals, sculpture gardens, monuments, and placemaking art. The selection of the consultant will be a three step process: first, City Staff will screen the qualifications, review proposals, and select 1-3 consultants; second, staff will conduct interviews to select a final consultant; lastly, the final proposal will be presented to City Council for approval. The selected consultant is expected to begin work by May of 2023.

The City seeks a public art consultant that is knowledgeable of principles, best practices, policies. and methods for managing а comprehensive public art program, as well as organizing, overseeing, and coordinating multiple City art projects. The public art consultant will work directly with City officials and the City Council to oversee the recently established Public Art Program (see Exhibit A - Bakersfield Public Art Authority Resolution) which offers \$1.25 million for art installations in conjunction with capital improvement projects. All art projects funded by the Public Art Program require City Council's approval. With this program, the City aims to increase economic development and positively health, safety, and impact the economic indicators of communities.

BAKERSFIELD OVERVIEW

The City of Bakersfield was founded in 1898 and is the ninth largest city in California. Bakersfield also ranks as one of the fastest growing cities in California and the United States. Although Bakersfield is 125 years old, the City has seen a dramatic transformation over the past 20 years from a widespread, agricultural town to a bustling, urban city quickly approaching half a million residents. Bakersfield is an important hub for agriculture and energy production. The City is highly attractive to persons and families searching for a place to call home because of its affordable housing, location prime in California, and increasingly available economic opportunities.

As Bakersfield continues to grow, the City and community are searching for more vibrant and colorful outdoor spaces that engage individuals of all ages and backgrounds. The City aims to employ a public art consultant who captures the sense of belonging that is distinctive to Bakersfield through complementary art installations.

SCOPE OF WORK

The selected Proposer ("Consultant") shall:

- 1. Act on the City and City Council's behalf to oversee the projects funded by the Public Art Program on an on-call, project-by-project basis;
- 2. Commission multiple artists or artist teams to design and install art in areas throughout Bakersfield;
- 3. Coordinate the approval process between all of the stakeholders (City Staff, City Council, and community organizations);
- 4. Research materials; and
- 5. Work in coordination with City Staff to oversee the installation of the art projects.

PROPOSALS

The proposals should represent extensive knowledge of public art practices. Proposers shall provide a detailed response letter, professional resume or CV, professional references, examples of past projects, and pricing that attest to the Consultant's ability to provide comprehensive public art consulting services and project management.

SUBMITTAL GUIDELINES

RESPONSE LETTER

- The Proposer shall submit a Response Letter that summarizes why the Proposer believes they should be selected by the City and City Council to provide public art consulting services.
- The Proposer shall explain its understanding of and ability to satisfy the City's objectives and work requirements as a Consultant for the Public Art Program in the Response Letter. The letter should describe the Proposer's experience and role in providing art-related services to other organizations and/or agencies, clearly outlining accomplishments and deliverables. The Proposer shall provide examples of where the Proposer has been assigned similar projects.
- The Proposer shall explain in the Response Letter the Proposer's availability and ability to provide public art consulting services to the City, including weekly availability and the duration of time (number of months). It is anticipated that services provided will occur during normal business hours on an as-needed basis.
- The Proposer shall provide in the Response Letter the name of the authorized representative who has the authority to enter into a binding agreement and authorize changes to the scope, terms, and conditions of the agreement if selected. The information should include: Name and Title, Name of Firm, Address, City, State, Zip code, Telephone number, Fax number, and E-Mail address.

PROFESSIONAL RESUME/CV

 The Proposer shall submit a resume or CV outlining the Proposer's professional experience as it relates to providing public art consulting services for the City. The Proposer shall also include resumes/CVs, qualifications, and availability for any team members or staff, if any.

PROFESSIONAL REFERENCES

 The Proposer shall provide a list, including names, addresses, and phone numbers of at least three (3) clients or employers that the Proposer has provided services for with a scope of service similar to this RFP. Include a statement authorizing the City to contact such clients or employers for an appraisal of the services they received.

PAST PROJECTS

 The Proposer shall provide a list, including images, scope of work, and dollar amount, of at least three (3) projects that the Proposer has worked on with a scope of service similar to this RFP.

PROPOSER'S PRICING

 The Proposer shall provide their pricing for services, including a lump sum amount and rate sheet (see Attachment A - Proposer's Pricing).

SUBMITTAL DEADLINE

Proposals must be submitted **by 5:00 pm PDT on April 5, 2023**. Applications received after the date and time will not be accepted and requests for extensions of closing date or time will not be granted. Applications may not be modified after submission (except as requested by City Staff).

All proposals must be emailed in PDF format to Brianna Carrier at bcarrier@bakersfieldcity.us.

AWARD OF CONTRACT

This Request for Proposals does not constitute a guarantee that the City will hire a consultant. The City may decide at its discretion not to select any of the proposals and/or reissue the Request for Proposals. This RFP and selection process shall in no way be deemed as a binding contract or agreement of any kind between the City and the Proposer. The selected consultant will be required to secure and maintain various types of insurance, including Automobile Liability, General Liability, and other insurance as needed (see Attachment B - Independent Contractor's Agreement). The City of Bakersfield may modify this RFP prior to the proposal due date by issuing written addenda which will be posted on the PlanetBids website:

https://pbsystem.planetbids.com/portal/14660/bo/bo-search

Proposers shall be responsible for ensuring that their proposal reflects any and all addenda issued by the City prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that Proposers create an account on PlanetBids and consult the website frequently, including shortly before the proposal due date, to determine if they have downloaded all addenda.

COST OF PROPOSALS

The City of Bakersfield is not liable for any pre-contractual expenses incurred by prospective vendors, including, but not limited to, costs incurred in the preparation or submission of proposals.

QUESTIONS?

Inquiries regarding this RFP and all requests for written modification or clarification of the RFP must be directed no later than **5:00 pm PDT on March 22, 2023**, to Brianna Carrier via email at bcarrier@bakersfieldcity.us, Subject: Public Art Consulting Services RFP.

EXHIBIT A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL DESIGNATING PROJECT APPROVAL AUTHORITY FOR THE CITY OF BAKERSFIELD PUBLIC ART PROGRAM

RECITALS

WHEREAS, the City Council of the City of Bakersfield has adopted a City Council Goal to Enhance Quality Life and Public Amenities; and

WHEREAS, through a long-term visioning process, the City Council has developed Strategic Focus Areas including a focus on Community Character & Quality of Life; and

WHEREAS, on November 6, 2018, the Public Safety and Vital Services (PSVS) Measure was passed by voters to address community priorities, including enhancing amenities throughout the community to improve the quality of life and attract visitors; and

WHEREAS, with the adoption of the Fiscal Year 2022-2023 budget the City Council has allocated \$1,250,000 in PSVS funding for the purpose of establishing a Public Art Program; and

WHEREAS, the Public Art Program will provide for Public Art Installations to complement City Capital Improvement Program (CIP) projects; and

WHEREAS, the Public Art Program is intended to enhance community character. While funds may be leveraged to support community efforts, the Public Art Program is not intended for the benefit of private enterprise or political advocacy. Furthermore, City Council retains the authority to impose restrictions on any project within the Public Art Program, so long as said restrictions are reasonable and viewpoint neutral.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Bakersfield as follows:

- 1. The above recitals are true and correct and incorporated herein by reference.
- 2. The Council of the City of Bakersfield will have the final approval authority for any project work completed with funding from the Public Art program.
- 3. The authorization is effective until rescinded by the Council of the City of Bakersfield.

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I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES:	COUNCILMEMBER ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER
NOES:	
ABSTAIN:	COUNCILMEMBER
ABSENT:	

JULIE DRIMAKIS, MMC

City Clerk and Ex Officio Clerk of the Council of the City of Bakersfield

APPROVED: _____

By

KAREN GOH Mayor

APPROVED AS TO FORM:

By____

VIRIDIANA GALLARDO-KING Deputy City Attorney

ATTACHMENT A

Proposer's Pricing

PUBLIC ART CONSULTANT SERVICES*

LUMP SUM:	\$

*Please include a rate sheet in addition to a lump sum amount within your proposal.

ATTACHMENT B

AGREEMENT NO. _____

INDEPENDENT CONTRACTOR'S AGREEMENT

[Under \$40,000]

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

RECITALS

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

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

1. <u>SCOPE OF WORK</u>. 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. <u>COMPENSATION/PAYMENT PROCEDURE</u>. 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 \$40,000 for performing the Scope of Work.

- **3.** <u>**TERM.**</u> Unless terminated sooner, as set forth herein, this Agreement shall terminate on ______ [Date].
- 4. <u>**TERMINATION**</u>. Either party may terminate this Agreement after giving the other party written notice, as provided herein, ten days before the termination is effective.
- 5. <u>COMPLIANCE WITH ALL LAWS</u>. 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. <u>INDEPENDENT CONTRACTOR</u>. 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. <u>**DIRECTION.</u>** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.</u>
- 8. <u>EQUIPMENT</u>. CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
- 9. <u>STARTING WORK</u>. 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. <u>KEY PERSONNEL</u>. 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. <u>INCLUDED DOCUMENTS</u>. 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. <u>LICENSES</u>. 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 licensees or professional degrees.
- 13. <u>STANDARD OF PERFORMANCE</u>. 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. <u>INSURANCE</u>.

- 16.1 <u>Types and Limits of Insurance</u>. 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** <u>Automobile liability insurance</u>, 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 <u>Commercial general liability insurance</u>, 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** <u>Workers' compensation insurance</u> 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 <u>General Provisions Applying to All Insurance Types</u>.

- 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, selfinsured 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. <u>THIRD PARTY CLAIMS</u>. 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.** <u>INDEMNITY</u>. 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. <u>ASSIGNMENT</u>. 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. <u>ACCOUNTING RECORDS</u>. 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. <u>BINDING EFFECT</u>. 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. <u>CORPORATE AUTHORITY</u>. 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. <u>COUNTERPARTS</u>. 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. <u>EXECUTION</u>. 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. <u>EXHIBITS</u>. 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. <u>FURTHER ASSURANCES</u>. 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. <u>GOVERNING LAW</u>. 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. <u>INTERPRETATION</u>. Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
- 29. <u>MERGER AND MODIFICATION</u>. 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 and signed by all the parties hereto. If any modification of this Agreement results in total Compensation which exceeds \$40,000, the modification must be approved by the City Council.
- **30.** <u>NON-INTEREST</u>. No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
- 31. <u>NOTICES</u>. 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:	

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

34. TAX NUMBERS.

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

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

"CITY" **CITY OF BAKERSFIELD**

By:__

Title:

[Signatures on Following Page]

DO NOT HAVE STAND ALONE SIGNATURE PAGE

By:

"CONTRACTOR"

Print Name:

Mayor

KAREN GOH

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 ____