



Contract Number

SAP Number

Land Use Services Department

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| Department Contract Representative | <u>Xochitl Alvarez</u> |
| Telephone Number | <u>909-387-4130</u> |
| Contractor | <u>Harris & Associates, Inc.</u> |
| Contractor Representative | <u>Craig Siefert</u> |
| Telephone Number | <u>949-732-6302</u> |
| Contract Term | <u>01/14/2025 – 01/13/2028</u> |
| Original Contract Amount | <u>NTE \$3,600,000 Aggregate Total</u> |
| Amendment Amount | <u>N/A</u> |
| Total Contract Amount | <u>NTE \$3,600,000 Aggregate Total</u> |
| Cost Center | <u>6920011000</u> |
| Grant Number (if applicable) | <u>N/A</u> |

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to procure On-Call Civil Engineering Professional Services; and

WHEREAS, the County conducted a competitive process to find Harris & Associates, Inc. (Consultant) to provide these services, and

WHEREAS, the County finds Consultant qualified to provide these services; and

WHEREAS, the County desires that such services be provided by Consultant and Consultant agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Consultant mutually agree to the following terms and conditions:

A. DEFINITIONS

A.1 Reserved

B. CONSULTANT RESPONSIBILITIES

The Consultant shall provide land development services to augment County staff during periods of high workloads or following natural disasters to provide professional on-call civil engineering services as periodically required by the Department. County reserves the right to discontinue On-Call Civil Engineering related services at any time for any reason.

B.1 General

Consultant shall provide the following services upon request of the County:

B1.1 Project Description

The Consultant will process and provide timely and comprehensive civil engineering services, including evaluating the conformance of submitted plans, reports, studies, and other engineering documents with all local, state, and federal requirements and professional engineering practices; attending review and coordination meetings with County staff as required. The selected Consultant will be responsible for implementing the 100% electronic plan submittal and plan review process with the County's existing software system.

The Consultant will provide Civil Engineering Services for any and all civil improvement plans including :

- Grading (Mass/Rough, Precise)
- Soils Report Reviews (as they pertain to other Plans submitted for review)
- Sewer, On-site (Private) & Off-site (Public)
- Water, On-site (Private) & Off-site (Public)
- Storm Drain, On-site (Private) & Off-site (Public)
- Hydrology Reports
- SWPPP's (Storm Water Pollution Prevention Plan)
- LID (Low Impact Development)
- Parcel/Tract Maps
- Condominium Plans
- Easements
- Lot Line Adjustments

B.2 ADDITIONAL REQUIREMENTS

Professional Qualifications

B.2.1 Plan Checks shall be completed under the supervision of a California Licensed Professional Engineer.

B.2.2 Mapping and/or Surveying Reviews shall be completed under the supervision of a California Licensed Land Surveyor.

B.3 TIMELINESS OF RESPONSE

Plan Checks must be completed and submitted by the required deadline.

To the maximum extent practicable, consultants shall ensure that 2nd and 3rd plan checks (and beyond) are completed by the plan checker who completed the 1st plan check.

Consultants (California Licensed Professional Engineer) shall provide sufficient contact information including phone number and e-mail address to the submitter for the purpose of ensuring efficient communication and answering any questions submitters may have regarding plan check comments.

Consultants (California Licensed Professional Engineer) shall respond to all submitter questions and/or inquiries, by either phone or e-mail within 3 business days.

If submitted plans do not receive approval on the 3rd submittal, consultant shall schedule a meeting with the submitter to discuss the outstanding comments to streamline approval. Consultant shall send the submitter an e-mail following the meeting summarizing the meeting and outstanding comments and

provide this correspondence to the County for documentation purposes

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Consultant agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Consultant and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Consultant either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Consultant will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Consultant Personnel

Consultant shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (d) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Consultant shall conduct a background check, at Consultant's sole expense, on all its personnel providing Services. If requested by the County, Consultant shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Consultant in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Consultant personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Consultant shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C. 9 Compliance with County Policy

In performing the Services and while at any County facilities, Consultant personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet,

security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Consultant or Consultant personnel or may be made available to Consultant or Consultant personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Consultant shall be responsible for the promulgation and distribution of County Policies to Consultant personnel to the extent necessary and appropriate.

County shall have the right to require Consultant's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Consultant shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Consultant shall not use or disclose any identifying information for any purpose other than carrying out the Consultant's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Consultant will designate an individual to serve as the primary point of contact for the Contract. Consultant or designee must respond to County inquiries within two (2) business days. Consultant shall not change the primary contact without written acknowledgement to the County. Consultant will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The Land Use Services Department Assistant Director or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Consultant. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.13 Damage to County Property

Consultant shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds to the extent caused by the willful or negligent acts of Consultant or its employees or agents. Such repairs shall be made immediately after Consultant becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Consultant fails to make timely repairs, the County may make any necessary repairs. The Consultant, as determined by the County, shall repay all costs incurred by the County for such repairs, by check payment upon demand, or County may deduct such costs from any amounts due to the Consultant from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Consultant acknowledges that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Consultant further acknowledges that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing

with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Consultant agrees that the Consultant and the Consultant's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Consultant or Consultant's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Consultant shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Consultant has with the County, if the Consultant or Consultant's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Consultant shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Consultant to use recycled paper for any printed or photocopied material created as a result of this Contract. Consultant is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Consultant must be able to annually report the County's environmentally preferable purchases. Consultant must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a

County approved form.

C.19 Improper Influence

Consultant shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Consultant or officer or employee of the Consultant.

C.20 Improper Consideration

Consultant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Consultant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Consultant shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Consultant shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Consultant will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

C.26 Nondisclosure

Consultant shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Consultant or an agent of Consultant or otherwise made available to Consultant or Consultant’s agent in connection with this Contract; or, (2) acquired, obtained, or learned by Consultant or an agent of Consultant in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Consultant pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Consultant may retain copies of such items. Any reuse of such documents for purposes other than intended by the Contractor herein shall be at the County’s sole risk and without liability to Consultant.

C.29 Reserved

C.30 Air, Water Pollution Control, Safety and Health

Consultant shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Consultant shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Consultant’s personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Consultant's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Consultant, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Substantial Performance

Failure by a party to insist upon the substantial performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Consultant shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Consultant shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Consultant shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Consultant Personnel.

For any subcontractor, Consultant shall:

- 36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 36.2** Check that the subcontractor follows County's reporting formats and procedures as specified by County.
- 36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Consultant Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Consultant agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Consultant or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Consultant and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Consultant for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Consultant for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Consultant shall promptly discontinue services unless the notice directs otherwise. Consultant shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions. Consultant shall not be responsible for delays caused by circumstances beyond its reasonable sole control.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Consultant shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Consultant shall make a reasonable effort to prevent employees, Consultant, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Consultant's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Consultant agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Consultant. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Consultant. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Consultant. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed

by an investigative firm. The Consultant also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Consultant is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Consultant will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Consultant is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Consultant will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Consultant as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Consultant in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.45 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Consultant. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Consultant will be barred from all future solicitations, for a period of at least six (6) months.

C.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Consultant certifies that at the time the Contract is signed, the Consultant signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section

2202.5, as applicable.

Consultants are cautioned that making a false certification may subject the Consultant to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.47 Reserved

C.48 California Consumer Privacy Act

To the extent applicable, if Consultant is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Consultant must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Consultant must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Consultant must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Consultant must immediately provide to the County any notice provided by a consumer to Consultant pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Consultant must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

C. 49 Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Consultant is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Consultant shall be provided advance written notice of such termination, allowing Consultant at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

C.50 Campaign Contribution Disclosure (SB 1439)

Consultant has disclosed to the County using Attachment B - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Consultant’s proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Consultant acknowledges that under Government Code section 84308, Consultant is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County’s consideration of the Contract.

In the event of a proposed amendment to this Contract, the Consultant will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Consultant or by a parent, subsidiary or otherwise related business entity of Consultant.

C.51 Reserved

D. TERM OF CONTRACT

This Contract is effective as of January 14, 2025 and expires January 13, 2028, but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two additional one-year periods by mutual agreement of the parties.

E. Reserved

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract is a combined total for all Services, and together shall not exceed \$3,600,000 in the aggregate and shall be subject to availability of other funds to the County. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's services and expenses incurred in the performance hereof, including travel and per diem.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of the Contract, which item of work is not performed by Consultant (including Consultant's agents and approved subcontractors).

F.2 The rate of compensation shall be calculated based on the following:

F.2.1 Residential Plan Review

Residential plan review shall be based on the hourly rate as specified in Attachment A – Proposed Cost Sheet and cannot exceed the fee collected by the County for plan review per the County Fee Ordinance which was updated in July 2024 and as subsequently amended.

To view the County Fee Ordinance visit:

https://www.sbcounty.gov/uploads/COB/docs/County_Fee_Ordinance.pdf

Under County Fee Ordinance.

F.2.2 Non-residential Plan Review

Non-residential plan review shall be based on the hourly rate as specified in Attachment A – Proposed Cost Sheet and cannot exceed the fee collected by the County for plan review per the County Fee Ordinance.

F.2.3 Partial Plan Review and Special Projects

Partial plan review and special projects shall be based on the hourly rate as specified in Attachment A – Proposed Cost Sheet and cannot exceed the fee collected by the County per the County Fee Ordinance.

F.3 Consultant shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for services performed under this Contract within twenty (20) days of the end of the previous month. The County shall make payment to Consultant within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.

F.4 Consultant shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Consultant's designated checking or other bank account. Consultant shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

- F.5 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Consultant or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.6 Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Consultant shall not use current year funds to pay prior or future year obligations.
- F.7 **Reserved**
- F.8 **Reserved**

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

“Consultant shall defend and indemnify County for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. This Contract incorporates by reference the provisions of Civil Code section 2782.8, including, but not limited to, the provisions that concern the duty and cost to defend the County.”

The Consultant agrees to indemnify, defend (with counsel reasonably acceptable to County) and hold harmless the County and its authorized officers, employees, agents and volunteers from claims, actions, losses, damages and/or liability to the extent arising out of negligent performance of this Contract including the negligent acts, errors or omissions of Consultant and for any costs or expenses incurred by the County on account of any claim to the extent caused by Consultant's negligence. This indemnification provision shall not apply to the County's "negligence" or "willful misconduct" within the meaning of Civil Code section 2782. This indemnification provision shall also not apply to County's authorized officers', employees' agents' and volunteers' negligence or willful misconduct..

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Consultant shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Consultant and Consultant's employees or agents from waiving the right of subrogation prior to a loss or claim. The Consultant hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Consultant agrees to ensure that General Liability and Automobile Liability coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Consultant and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Consultant shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Consultant shall maintain such insurance from the time Consultant commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Consultant shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Consultant or County payments to the Consultant will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Consultant agrees to execute any such amendment within thirty (30) days of receipt. If such change results in additional cost to the Consultant, the County and Consultant will negotiate the additional cost of the insurance

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

G.11 The Consultant agrees to provide insurance set forth in accordance with the requirements herein.

If the Consultant uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Consultant agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Consultant shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Consultant and all risks to such persons under this contract.

If Consultant has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Consultants that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

G.11.2 Commercial/General Liability Insurance – The Consultant shall carry General Liability Insurance covering all operations performed by or on behalf of the Consultant providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Consultant is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also

apply to automobile liability.

G.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits
or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

G.11.6 **Reserved**

G.11.7 **Reserved**

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Consultant in the delivery of services provided under this Contract. Consultant shall give full cooperation, in any auditing or monitoring conducted. Consultant shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Consultant to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Consultant thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Consultant for and during the period in which Consultant is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Consultant but yet unpaid by County those monies disallowed pursuant to Item “b” of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Consultant. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Consultant under this Contract and the balance, if any, shall be paid by the Consultant upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be

deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Land Use Services Department
Attn: Administration Division
385 N Arrowhead Ave., 1st Floor
San Bernardino, CA 92415

Harris & Associates, Inc.
800 N. Haven Ave, Suite 390
Ontario, CA 91764

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Consultant have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

 , Chair, Board of Supervisors

Dated: _____
 SIGNED AND CERTIFIED THAT A COPY OF THIS
 DOCUMENT HAS BEEN DELIVERED TO THE
 CHAIRMAN OF THE BOARD

Lynna Monell
 Clerk of the Board of Supervisors
 San Bernardino County

By _____
 Deputy

Harris & Associates, Inc.
 (Print or type name of corporation, company, contractor, etc.)

By _____
 (Authorized signature - sign in blue ink)

Name Ehab Gerges
 (Print or type name of person signing contract)

Title Executive Vice President
 (Print or Type)

Dated: 01/07/2025

Address 800 N. Haven Ave, Suite 390
 Ontario, CA 91764

FOR COUNTY USE ONLY

| Approved as to Legal Form | Reviewed for Contract Compliance | Reviewed/Approved by Department |
|---|---|---------------------------------|
| _____ Jason Searles, Supervising Deputy County Counsel | _____ Susan O'Strander, Assistant Director | _____ Mark Wardlaw, Director |
| Date _____ | Date _____ | Date _____ |

ATTACHMENT A Cost Sheet

11.COST

San Bernardino County
Land Use Services Department

Request for Proposal
**On-Call Civil Engineering
Professional Services**

No. LUSD24-LUS-5480
Page 32 of 42

ATTACHMENT E – FEE PROPOSAL SHEET(S)

RFP No. LUSD24-LUS-5480 On-Call Civil Engineering Professional Services

Consultant shall attach their anticipated fee schedule for basic services which should include per hour fees, mileage costs and standard reimbursable expense costs. These fees will be used as a basis, after Agreements are awarded, to obtain per job assignment, fixed fees to issue work orders for the work to be accomplished.


Total pricing per job will vary depending on many specific factors and district requirements but should be based on the supplied fee schedules. Pricing should include all applicable taxes, costs and fees anticipated for customary and standard Civil Engineering work assignments.

All fee schedules shall at a minimum include the following categories of costs:

- Principal Civil Engineer
- Associate/Assistant Civil Engineer
- Plan Checker (or Designer)

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LAND USE SERVICES
ADMINISTRATOR

I certify that these proposal fees are made without prior understanding, contract, or connection with any corporation, firm or person submitting a proposal for the same services, and are in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal, and certify that I am authorized to sign this proposal form for the firm.



Authorized Signature

Craig Siefert, PE, Sr. Director, Engineering & Consulting, Principal-in-Charge

Authorized Signature (Typed) and Title

Harris & Associates, Inc.

Company Name

800 N. Haven Ave, Suite 390, Ontario, CA, 91764

Street Address City State Zip Code

Mail or submit in person Attachment E, in a separate sealed envelope labeled "Fee Proposal Sheet" with the RFP Number and Title and the name of the Proposer clearly marked on the outside, to the address stated in Section 1, Paragraph B.

Harris & Associates, Inc.

Cost Sheet ■ FEE-1

COST SHEET

Harris & Associates, Inc.

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LAND USE SERVICES
ADMINISTRATION

Harris & Associates, Inc.

| Personnel | Hourly Rate |
|--|--|
| Vice Presidents, Senior Directors, Directors | \$275 - \$325 |
| Contract Manager | \$275 - \$325 |
| Project Manager | \$225 - \$275 |
| WQMP Services | \$215 - \$255 |
| Senior Plan Check Engineer | \$190 - \$250 \$185 - \$245 |
| Plan Check Engineer | \$160 - \$205 \$155 - \$200 |

Notes:

- Rates are subject to adjustment due to promotions during the effective period of this schedule. A new rate schedule will become effective January 1st of every year.
- Unless otherwise indicated in the cost proposal or noted below, hourly rates include most direct costs such as travel, equipment, computers, communications, and reproduction (except reports and large quantities).
- Annual rate escalation tied to the Consumer Price Index shall be included for multi-year contracts and projects.
- When applicable, the following charges will be added to projects:
 - Production
 - Black & white printing \$0.02/page (8.5x11) and \$0.03/page (11x17)
 - Color printing will be \$0.06/page (8.5x11) and \$0.08/page (11x17)
 - Data-Gathering Tools
 - Harris Drone, GPS Unit, Noise Monitor - \$100/day or add \$10/hr to billing rate
 - Vehicles and Mileage
 - Harris Vehicle - \$50/day
 - Mileage will be charged at the current IRS rate
- All subconsultant charges and other direct costs are subject to a 10% markup.

Harris & Associates, Inc.

Cost Sheet ■ FEE-2

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LAND USE SERVICES
ADMINISTRATIVE

2024 PROFESSIONAL FEE SCHEDULE

| LABOR RATES | |
|--|-------|
| CLASSIFICATION | \$/HR |
| Technician I | 100 |
| Technician II / Special Inspector | 110 |
| Senior Technician / Senior Special Inspector | 130 |
| Prevailing Wage (field soils / materials tester) * | 170 |
| Prevailing Wage (Special Inspector) * | 175 |
| Prevailing Wage (On site Source Inspector, NDT and soil remediation O&M) * | 180 |
| System Operation & Maintenance (O&M) Specialist | 165 |
| Non Destructive Testing (NDT) | 175 |
| Deputy Inspector | 130 |
| Field / Laboratory Supervisor | 165 |
| Source Inspector | 155 |
| City of Los Angeles Deputy Building (including Grading) Inspector | 175 |

* See Prevailing Wages in Terms and Conditions

| LABOR RATES | |
|---|-------|
| CLASSIFICATION | \$/HR |
| Project Administrator/Word Processor/Dispatcher | 90 |
| Information Specialist | 130 |
| CAD Operator | 155 |
| GIS Specialist | 155 |
| GIS Analyst | 180 |
| Staff Engineer / Geologist / Scientist | 170 |
| Senior Staff Engineer / Geologist / Scientist / ASMR | 185 |
| Operations / Laboratory Manager | 205 |
| Project Engineer / Geologist / Scientist | 215 |
| Senior Project Engineer / Geologist / Scientist / SMR | 240 |
| Associate | 265 |
| Principal | 295 |
| Senior Principal | 350 |

GEOTECHNICAL LABORATORY TESTING

| METHOD | \$/TEST | METHOD | \$/TEST |
|--|---------|--|---------|
| CLASSIFICATION & INDEX PROPERTIES | | COMPACTION & PAVEMENT SUBGRADE TESTS | |
| Photograph of sample | 15 | Standard Proctor compaction, 4 points (ASTM D698) | |
| Moisture content (ASTM D2216) | 25 | - 4 inch diameter mold (Methods A & B) | 170 |
| Moisture & density (ASTM D2937) ring samples | 37 | - 6 inch diameter mold (Method C) | 230 |
| Moisture & density (ASTM D2937) Shelby tube or cutting | 45 | Modified Proctor compaction 4 points (ASTM D1557): | |
| Atterberg limits 3 points (ASTM D4318): | 160 | - 4 inch diameter mold Methods A & B | 235 |
| - Single point, non-plastic | 90 | - 6 inch diameter mold Method C | 265 |
| - Atterberg limits (organic ASTM D2487 / D4318) | 195 | Check point (per point) | 70 |
| - Visual classification as non-plastic (ASTM D2488) | 15 | Relative compaction of untreated/treated soils/aggregates (CTM 216) | 270 |
| Particle size: | | Relative density 0.1 ft mold (ASTM D4253, D4254) | 250 |
| - Sieve only 1/2 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202) | 155 | California Bearing Ratio (ASTM D1883) | |
| - Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202) | 195 | - 3 point | 535 |
| - Hydrometer only (ASTM D7928) | 120 | - 1 point | 200 |
| - Sieve + hydrometer ≤ 3 inch sieve, (ASTM D7928) | 200 | R-Value untreated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301) | 335 |
| - Percent passing #200 sieve, wash only (ASTM D1140) | 75 | R-Value lime or cement treated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301) | 365 |
| Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ASTM D854/CTM 207) | 140 | SOIL CHEMISTRY & CORROSION | |
| Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206) | 110 | pH Method A (ASTM D4972 or CTM 643) | 50 |
| - Total porosity - on Shelby tube sample (calculated) | 180 | Electrical resistivity - single point - as received moisture | 50 |
| - Total porosity - on other sample (calculated) | 165 | Minimum resistivity 3 moisture content points (ASTM G187/CTM 643) | 95 |
| Shrinkage limits wax method (ASTM D4943) | 135 | pH + minimum resistivity (CTM 643) | 140 |
| Pinhole dispersion (ASTM D4647) | 225 | Sulfate content - gravimetric (CTM 417 B Part 2) | 75 |
| Dispersive characteristics (double hydrometer ASTM D4221) | 215 | Sulfate content - by ion chromatograph (CTM 417 Part 2) | 85 |
| As-received moisture & density (chunk/carved samples) | 65 | Sulfate screen (Hach [®]) | 35 |
| Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217) | 115 | Chloride content (AASHTO T291/CTM 422) | 75 |
| SHEAR STRENGTH | | Chloride content - by ion chromatograph (AASHTO T291/CTM 422) | 85 |
| Pocket penetrometer | 20 | Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643) | 285 |
| Direct shear (ASTM D3080, mod., 3 points): | | Organic matter content (ASTM D2974) | 70 |
| Consolidated undrained - 0.05 inch/min (CU) | 320 | CONSOLIDATION & EXPANSION/SWELL TESTS | |
| Consolidated drained - <math>< 0.05</math> inch/min (CD) | 385 | Consolidation (ASTM D2435): | 210 |
| Residual shear EM 1110.2-1906-1XA (price per each additional pass after shear) | 55 | Each additional time curve | 50 |
| Remolding or hand trimming of specimens (3 points) | 95 | Each additional load/unload w/o time reading | 45 |
| Oriented or block hand trimming (per hour) | 70 | Expansion Index (ASTM D4829) | 140 |
| Single point shear | 115 | Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only) | 115 |
| Torsional shear (ASTM D6467 / ASTM D7608) | 880 | Swell collapse Method A up to 10 load/unloads w/o time curves (ASTM D4546-A) | 310 |

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METHOD

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TRIAxIAL TESTS

| | |
|---|-------|
| Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166) | 145 |
| Unconsolidated undrained triaxial compression test on cohesive soils (UU, ASTM D2850, USACE Q test, per confining stress)..... | 185 |
| Consolidated undrained triaxial compression test for cohesive soils, (CU, ASTM D4767, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)..... | 400 |
| Consolidated drained triaxial compression test (CD, USACE S), with volume change measurement. Price per soil type below EM 1110-2-1906(X): | |
| Sand or silty sand soils (per confining stress)..... | 400 |
| Silt or clayey sand soils (per confining stress)..... | 535 |
| Clay soils (per confining stress)..... | 755 |
| Three-stage triaxial (sand or silty sand soils)..... | 700 |
| Three-stage triaxial (silt or clayey sand soils)..... | 935 |
| Three-stage triaxial (clay soils)..... | 1,320 |
| Remolding of test specimens..... | 70 |

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FEE SCHEDULE

METHOD

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LAND USE SERVICES

| | |
|---|-----|
| HYDRAULIC CONDUCTIVITY TESTS | |
| Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C): | 335 |
| Each additional effective stress..... | 130 |
| Hand trimming of soil samples for horizontal K..... | 65 |
| Remolding of test specimens..... | 70 |
| Permeability of granular soils (ASTM D2434)..... | 145 |
| Soil suction (filter paper method, ASTM D5298)..... | 430 |

SOIL-CEMENT

| | |
|--|-------|
| Moisture-density curve for soil-cement mixtures (ASTM D558)..... | 260 |
| Wet-dry durability of soil-cement mixtures (ASTM D559) ¹ | 1,290 |
| Compressive strength of molded soil-cement cylinder (ASTM D1633) ¹ | 65 |
| Soil-cement remolded specimen (for shear strength, consolidation, etc.) ¹ | 250 |

¹ Compaction (ASTM D558 maximum density) should also be performed - not included in above price

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD

\$/TEST

CONCRETE STRENGTH CHARACTERISTICS

| | |
|--|-----|
| Concrete cylinders compression (ASTM C39) (6" x 12" and 4" x 8") | 40 |
| Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42)..... | 45 |
| Trimming concrete cores (per core)..... | 25 |
| Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523)..... | 90 |
| Flexural strength of concrete (simple beam-center pt. loading, ASTM C293/CTM 523)..... | 90 |
| Non shrink grout cubes (2 inch, ASTM C109/C1107)..... | 30 |
| Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157)..... | 430 |
| Length of concrete cores (CTM 531)..... | 45 |

HOT MIX ASPHALT (HMA)

| | |
|---|-------|
| Resistance of compacted HMA to moisture induced damage (AASHTO T283/CTM 371)..... | 2,250 |
| Hamburg Wheel, 4 briquettes (modified) (AASHTO T324)..... | 965 |
| Superpave gyratory compaction (AASHTO T312/ASTM D6925)..... | 375 |
| Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382)..... | 160 |
| Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382)..... | 1,445 |
| Extraction by centrifuge, percent asphalt (ASTM D2172)..... | 160 |
| Gradation of extracted aggregate (AASHTO T30/ASTM D5444/CTM 202)..... | 145 |
| Stabilometer, S-Value (ASTM D1560/CTM 366)..... | 285 |
| Bituminous mixture preparation (AASHTO R30/CTM 304)..... | 85 |
| Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 370)..... | 65 |
| Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ASTM D2726/CTM 308)..... | 55 |
| Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ASTM D1188/CTM 308)..... | 60 |
| Maximum density - Hveem (CTM 308)..... | 215 |
| Theoretical maximum density and specific gravity of HMA (AASHTO T209/ASTM D2041/CTM 309)..... | 140 |
| Thickness or height of compacted bituminous paving mixture specimens (ASTM D3549)..... | 45 |
| Wet track abrasion of slurry seal (ASTM D3910)..... | 160 |
| Rubberized asphalt (add to above rates)..... | +25% |

BRICK

| | |
|---|----|
| Compression - cost for each, 5 required (ASTM C67)..... | 55 |
| Absorption - cost for each, 5 required (ASTM C67)..... | 55 |

METHOD

\$/TEST

AGGREGATE PROPERTIES

| | |
|---|-----|
| Bulk density and voids in aggregates (AASHTO T19/ASTM C29/CTM 212)..... | 55 |
| Organic impurities in fine aggregate sand (AASHTO T21/ASTM C40/CTM 213)..... | 65 |
| LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C131/CTM 211)..... | 215 |
| LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ASTM C535/CTM 211)..... | 270 |
| Apparent specific gravity of fine aggregate (AASHTO T84/ASTM C128/CTM 208)..... | 140 |
| Specific gravity and absorption of coarse aggregate (ASTM C127/CTM 206) >#4 retained..... | 110 |
| Clay lumps, friable particles (AASHTO T112/ASTM C142)..... | 190 |
| Durability Index (AASHTO T210/ASTM D3744/CTM 229)..... | 215 |
| Moisture content of aggregates by oven drying (AASHTO T255/ASTM C566/CTM 226)..... | 45 |
| Uncompacted void content of fine aggregate (AASHTO T304/ASTM C1252/CTM 234)..... | 140 |
| Percent of crushed particles (AASHTO T335/ASTM D5821/CTM 205)..... | 145 |
| Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235)..... | 230 |
| Cleaness value of coarse aggregate (CTM 227)..... | 225 |
| Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214)..... | 240 |
| Soundness, sodium (AASHTO T104/ASTM C88/CTM 214)..... | 695 |

MASONRY

| | |
|--|-----|
| Mortar cylinders 2" x 4" (ASTM C780)..... | 35 |
| Grout prisms 3" x 6" (ASTM C1019)..... | 35 |
| Masonry cores compression, ≤6" diameter - testing only (ASTM C42)..... | 45 |
| Masonry core shear testing (Title 24)..... | 85 |
| Veneer bond strength, cost for each - 5 required (ASTM C482)..... | 60 |
| CMU compression to size 8" x 8" x 16" - 3 required (ASTM C140)..... | 60 |
| CMU moisture content, absorption & unit weight - 6 required (ASTM C140)..... | 55 |
| CMU linear drying shrinkage (ASTM C426)..... | 190 |
| CMU grouted prisms compression test ≤8" x 8" x 16" (ASTM C1314)..... | 215 |
| CMU grouted prisms compression test >8" x 8" x 16" (ASTM C1314)..... | 270 |

BEARING PADS/PLATES AND JOINT SEAL

| | |
|---|-------|
| Elastomeric bearing pads (Caltrans SS 51-3)..... | 1,060 |
| Elastomeric bearing pad with hardness and compression tests (Caltrans SS 51-3)..... | 1,315 |
| Type A Joint Seals (Caltrans SS 51-2)..... | 1,735 |

Fee 2024 - V
Harris & Associates, Inc.

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Page 2 of 4
Cost Sheet ■ FEE-4

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| METHOD | \$/TEST |
|--|---------|
| Type B Joint Seals (Caltrans SS 51-2) | 1,640 |
| Bearing plates (A536) | 770 |
| REINFORCING STEEL AND PRESTRESSING STRANDS | |
| Rebar tensile test, ≤ up to No. 11 (ASTM A370) | 70 |
| Rebar tensile test, ≥ No. 14 & over (ASTM A370) | 215 |
| Rebar bend test, up to No. 11 (ASTM A370) | 70 |
| Rebar bend test, ≥ No. 14 & over (ASTM A370) | 215 |
| Resistance butt-welded hoops/bars, tensile test, ≤ up to No. 10 (CTM 670) | 70 |
| Resistance butt-welded hoops/bars, tensile test, ≥ No. 11 & over (CTM 670) | 90 |
| Mechanical rebar splice, tensile test, ≤ up to No. 11 (CTM 670) | 70 |
| Mechanical rebar splice, slip test, ≤ up to No. 11 (CTM 670) | 45 |
| Mechanical rebar splice, tensile test, ≥ No. 14 & over (CTM 670) | 215 |
| Mechanical rebar splice, slip test, ≥ No. 14 & over (CTM 670) | 215 |
| Headed rebar splice, tensile test, ≤ up to No. 11 (CTM 670) | 70 |
| Headed rebar splice, tensile test, ≥ No. 14 & over (CTM 670) | 215 |
| Epoxy coated rebar/dowel film thickness [coating] test (ASTM A775/A934) | 50 |
| Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775/A934) | 70 |
| Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775/A934) | 50 |
| Prestressing wire, tension (ASTM A416) | 190 |
| Sample preparation (cutting) | 55 |

| METHOD | \$/TEST |
|--|---------|
| STREET LIGHTS/SIGNALS | |
| LED Luminaires / Signal Modules / Countdown Pedestrian Signal Face Modules (Caltrans RSS 86) | 1,390 |
| SPRAY APPLIED FIREPROOFING | |
| Unit weight (density, ASTM E605) | 65 |
| FASTENERS / BOLTS / RODS | |
| F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370) | 70 |
| F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370) | 80 |
| A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370) | 70 |
| A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370) | 80 |
| A593 Bolts, tensile test, ≤ up to 1-1/4" diameter, stainless steel (ASTM A370) | 70 |
| F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370) | 110 |
| F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370) | 130 |
| SAMPLE TRANSPORT | |
| Pick-up and delivery (weekdays, per trip, <50 mile radius from our office) | 110 |

EQUIPMENT LIST

| ITEM | \$ UNIT |
|--|-----------|
| 1/4 inch Grab plates | 5 each |
| 1/4 inch Tubing (bonded) | 0.60 foot |
| 1/4 inch Tubing (single) | 0.40 foot |
| 3/8 inch Tubing, clear vinyl | 0.60 foot |
| 4-Gas meter (RKI Eagle or similar)/GEM 2000 | 140 day |
| Air flow meter and purge pump (200 cc/min) | 55 day |
| Box of 24 soil drive-sample rings | 130 box |
| Brass sample tubes | 11 each |
| Caution tape (1000-foot roll) | 22 each |
| Combination lock or padlock | 15 each |
| Compressed air tank and regulator | 55 day |
| Concrete coring machine (≤6-inch-dia.) | 160 day |
| Consumables (gloves, rope, soap, tape, etc.) | 40 day |
| Core sample boxes | 30 each |
| Crack monitor Two-Dimensional | 30 each |
| Crack monitor Three-Dimensional | 40 each |
| Cutoff saws, reciprocating, electric (Sawzall®) | 80 day |
| D-Meter Walking Floor Profiler | 110 day |
| Disposable bailers | 25 each |
| Disposable bladders | 20 each |
| Dissolved oxygen meter | 50 day |
| DOT 55-gallon containment drum with lid | 85 drum |
| Double-ring infiltrometer | 135 day |
| Dual-stage interface probe | 85 day |
| Dynamic Cone Penetrometer | 430 day |
| Generator, portable gasoline fueled, 3,500 watts | 90 day |
| Global Positioning System/Laser Range Finder | 80 day |
| Hand auger set | 90 day |
| HDPE safety fence (≤100 feet) | 40 roll |
| Horiba U-51 water quality meter | 135 day |
| Light tower (towable vertical mast) | 150 day |
| Magnehelic gauge | 15 day |
| Manometer | 25 day |
| Mileage (will adjust with IRS published rate) | 0.67 mile |

| ITEM | \$ UNIT |
|---|----------|
| Moisture test kit (excludes labor to perform test, ASTM E1907) | 65 test |
| Nuclear moisture and density gauge | 88 day |
| Electrical moisture and density gauge | 88 Day |
| Pachometer | 50 day |
| Particulate Monitor | 135 day |
| pH/Conductivity/Temperature meter | 60 day |
| Photo-Ionization Detector (PID) | 130 day |
| Pump, Typhoon 2 or 4 stage | 55 day |
| QED bladder pump w/QED control box | 175 day |
| Quire fee - Phase I only | 250 each |
| Resistivity field meter and pins | 200 day |
| Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40 | 20 each |
| Slope inclinometer | 250 day |
| Soil sampling T-handle (Encore) | 10 day |
| Soil sampling tripod | 40 day |
| Speedy (R) moisture tester | 10 day |
| Stainless steel bailer | 60 day |
| Submersible pump with controller | 180 day |
| Submersible pump/transfer pump, 10-25 gpm | 65 day |
| Support service truck usage (well installation, etc.) | 250 day |
| Survey/fence stakes | 10 each |
| Tedlar® bags | 25 each |
| Traffic cones (≤25)/barricades (single lane) | 55 day |
| Turbidity meter | 80 day |
| Tyvek® suit (each) | 25 each |
| Vapor sampling box | 65 day |
| Vehicle usage (carrying equipment) | 20 hour |
| VelociCalc | 40 day |
| Visqueen (20 x 100 feet) | 130 roll |
| Water level indicator (electronic well sounder) <300 feet deep well | 100 day |
| ZIPLEVEL® | 40 day |

Other specialized geotechnical and environmental testing and monitoring equipment are available, and priced per site

TERMS AND CONDITIONS

- Expiration:** This fee schedule is effective through December 31, 2024 after which non-prevailing wage rates for remaining or additional services will increase by 4% on January 1st of each year.
- Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in an attached proposal.
- Prevailing Wages:** Our fees for prevailing wage work are based upon California prevailing wage laws and wage determinations. Unless specifically indicated in our proposal, costs for apprentice are not included. If we are required to have an apprentice on your project, additional fees will be charged. Prevailing wage rates will increase by \$8 on July 1st of each year.
- Overtime:** Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Verdantas observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate for overtime and double-time, respectively.
- Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or any on-site (field) materials testing services:

 - 4 hours:** 4-hour minimum charge up to the first four hours of work.
 - 8 hours:** 8-hour minimum charge for over four hours of work, up to eight hours.
- Project time accrued includes portal to portal travel time.**
- Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage and a limit of Verdantas' liability equal to our total fees for a given project.
- Outside Direct Costs:** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 15%, unless billed directly to and paid by client.
- Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Verdantas for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Verdantas field personnel.
- Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months following completion of assigned tests, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$15 per bag and \$6 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in California. There may be additional cost for handling imported samples.
- Construction Material Samples:** After all designated breaks for a given sample set meet specified compressive at design age or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. Unless specifically requested otherwise, all other construction materials will be disposed of after completion of testing and reporting.

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LAND USE SERVICES
ADMINISTRATION



KDM Meridian Hourly Rate Schedule [Map Check]

| | |
|---------------------------|---|
| Solicitation: | San Bernardino County RFP No. LUSD24-LUS-5480 On-Call Civil Engineering Professional Services |
| Solicitation Date: | July 2 nd , 2024 |
| Issuing Entity: | San Bernardino County |
| Services Provided: | Map Checking Services |
| Version Code: | v.240701_PWR_San Bernardino County |
| Rate Holds & Adjustments: | A request for an annual rate adjustment will be submitted in writing for approval. Written justification for the rate adjustment will be submitted each year in alignment with the executed agreement. Said proposed adjustment shall not exceed five percent (5%) or the current Consumer Price Index (CPI) for the region; the larger of the two will govern. |

Professional Services

| Schedule Category | Hourly Rate |
|--|-------------|
| Principal | \$240 |
| Project Manager | \$225 |
| Project Surveyor | \$210 |
| Senior Survey Technician | \$170 |
| Survey Technician | \$140 |
| Clerical / Administration / Technical Aide | \$ 95 |
| Expert Witness (4 Hour Minimum) | \$500 |
| Survey Crew (1 person) Prevailing Wage | \$270 |
| Survey Crew (2 persons) Prevailing Wage | \$370 |
| Survey Crew (3 persons) Prevailing Wage | \$470 |

Reimbursables

| Schedule Category | Rate |
|---|---------------------|
| Rental of Special Equipment or Special Supplies | Cost + 5% |
| Subconsultants | Cost + 5% |
| Agency Fees | Actual Cost |
| Per Diem (Meals & Lodging) | GSA Published Rates |

Miscellaneous Fee Schedule Provisions

Fee Schedule Provisions

A minimum of 4 hours per day will be charged for survey crews.
 Over-time will be charged at 1.35 times the regular rate.
 Double-time will be charged at 1.75 times the regular rate.
 The above rates shall be charged portal to portal (time spent on project site plus travel time) excluding meal breaks.

Reservation of Rights

KDM Meridian complies with all prevailing wage requirements. The rates noted in this fee schedule are developed taking into consideration the prevailing wage rates current at the time of the original solicitation. It is assumed that all task orders or work issued under this solicitation will, as stipulated by respective laws and regulations, utilize the original solicitation date & DIR number for purposes of prevailing wage rate determinations. In the event that a task order, or equivalent, is issued under this solicitation and assigned a new DIR number resulting in a different wage rate determination than that of the original solicitation, KDM Meridian reserves the right to adjust subject hourly rates to reflect the new prevailing wage determination triggered by the new DIR number.



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| KOA Corporation 2024 Hourly Billing Rates | |
|--|------------|
| Professional Services | 2024 Rates |
| Regional Manager | \$360 |
| Office Manager | \$330 |
| Program Director | \$300 |
| Project Manager III | \$300 |
| Project Manager II | \$250 |
| Project Manager I | \$200 |
| Engineer IV | \$300 |
| Engineer III | \$250 |
| Engineer II | \$200 |
| Engineer I | \$180 |
| Engineer Associate II | \$160 |
| Engineer Associate I | \$140 |
| Planner IV | \$200 |
| Planner III | \$180 |
| Planner II | \$160 |
| Planner I | \$140 |
| Designer III | \$180 |
| Designer II | \$160 |
| Designer I | \$140 |
| Construction Engineer III | \$230 |
| Construction Engineer II | \$210 |
| Construction Engineer I | \$160 |
| Construction Inspector III | \$160 |
| Construction Inspector II | \$150 |
| Project Support Specialist III | \$140 |
| Project Support Specialist II | \$120 |
| Project Support Specialist I | \$100 |
| Intern | \$95 |

General Provisions:

- * Project reimbursable expenses are billed at cost.
- * Project expenses include: Non-commuter automobile mileage (\$0.67 per mile) or current IRS rate, postage and special courier expenses, travel expenses, reproduction, subcontractor services and other direct project expenses as requested by the client.
- * Telephone, equipment, and fax are included in the above hourly costs.
- * Direct expenses including blacklining, commercial CAD plotting, sub-consultant expense, issuance of specially endorsed insurance certificate, and direct costs are billed at cost plus 5% unless stated otherwise in the proposal.



ATTACHMENT B Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Harris & Associates
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No X
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Michelle White, CEO/ President
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
N/A
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

| Company Name | Relationship |
|--------------|--------------|
| N/A | |
| N/A | |

6. Name of agent(s) of Contractor:

| Company Name | Agent(s) | Date Agent Retained (if less than 12 months prior) |
|---------------------------|-------------------------------|---|
| Harris & Associates, Inc. | Michelle White, CEO/President | N/A |
| Harris & Associates, Inc. | Preston Hatch, CFO | N/A |

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

| Company Name | Subcontractor(s): | Principal and//or Agent(s): |
|--------------|---------------------------------|------------------------------|
| Verdantas | Geotechnical/ Solis Engineering | Jason Hetzberg, Dept. Leader |
| KDM Meridian | Map Checker | Richard Maher, President |

KOA Corporation Traffic Engineering Ali Shahzad, Office Mgr.

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

| Company Name | Individual(s) Name |
|--------------|--------------------|
| N/A | |
| N/A | |

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.