

Contract Number

24-657

SAP Number

Board Governed County Service Areas

Department Contract Representative	Russel Vloria
Telephone Number	(909) 386-8823
Consultant	Albert A. Webb Associates
Consultant Representative	Bruce Davis
Telephone Number	(951) 248-4235
Contract Term	July 23, 2024 – July 23, 2029
Original Contract Amount	\$472,255.00
Amendment Amount	0
Total Contract Amount	\$472,255.00
Cost Center	1650004684

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County Service Area (CSA) 70 J Oak Hills (District) desires to contract Professional Engineering Design and Services for the construction of the CSA 70 J Oak Hills - Reservoir 3A Site Expansion Project; and

WHEREAS, the District, through the San Bernardino County Department of Public Works – Special District (Department), conducted a competitive proposal process to find Albert A. Webb Associates (Consultant) to provide these services, and

WHEREAS, based upon and in reliance on the representations of the Consultant in its response to the Department's Request for Proposals, the District finds the Consultant qualified to provide Professional Engineering Design and Services for the Reservoir 3A Site Expansion Project; and

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

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

A. DEFINITIONS

A.1 Board: The San Bernardino County Board of Supervisors acting as the governing body of Board Governed County Service Area 70 J Oak Hills.

- A.2 Contract:** The Contract between the District and the Proposer resulting from the award issued pursuant to the RFP No. SDD-038 / SPD124-WATER-5044 published on 09/25/2023 to the successful Proposer.
- A.3 Consultant:** Any individual, company, firm, corporation, partnership or other organization to whom a contract award is made by the District.
- A.4 County:** County Service Area 70 J, Oak Hills.
- A.5 Director:** Reference to the Director of the Department of Public Works.
- A.6 Facilitator:** A County Purchasing Department Buyer, Purchasing Agent, RFP Contact, or designated individual tasked with managing the processes of the evaluation panel.
- A.7 Professional Services:** The requested professional services are described in this RFP.
- A.8 Proposal:** The offer to provide specific services at specified prices and/or other conditions specified in this RFP.
- A.9 Purchasing Agent:** The Director of the County Purchasing Department or authorized designee.
- A.10 Request For Proposal (RFP):** The request for an offer from Proposers interested in providing the identified services sought to be procured by the District. The RFP specifies the scope of services and evaluation factors to be used and contains or incorporates by reference contractual terms and conditions applicable to the procurement.
- A.11 Services:** The requested professional services are described in the RFP.
- A.12 Subconsultant/Subcontractor:** An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Consultant who is performing services on behalf of Consultant under the Contract or under a separate contract with or on behalf of Consultant.

B. CONSULTANT RESPONSIBILITIES

Work performed without proper authorization and the properly executed purchase order is subject to non-payment. Consultant shall provide the labor, materials, and equipment to conduct laboratory testing and reporting services for the engineering design of the Project. These requirements are not all inclusive and shall consist of all such Services as detailed within the Request for Proposal (RFP) (included as Attachment C), Consultant Proposal (included as Attachment D), Consultant Revised Fee Proposal (included as Attachment E), and Tasks below but not limited to the following:

1. Construction of a new 2-MG reservoir (120 feet in diameter).
2. Construction of a new 16-foot-wide asphalt access road and a retaining wall.
3. Construction of new stormwater/overflow detention basin.
4. Addition of new pipelines and corresponding easements.
5. Addition of power pole (s), electrical lines, and corresponding overhead easement.
6. Construction of a new 30-foot by 30-foot equipment building.
7. Construction of new property fencing and access gate(s).

The Project includes grading for installing and operating of an additional 2-MG 28-foot-tall steel reservoir (120-foot-diameter) and a 30-foot by 30-foot building. The 1.62-acre Project site consists of vacant property located adjacent to existing water tanks and a booster station. The existing pumps on the property would not be upgraded or modified as part of this Project. The existing pumps are adequate to supply water to the proposed new storage tank.

The Consultant shall, at no additional cost to the District, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings that are covered subsequent to the completion of the plan checking process. The Consultant will directly submit Plans to the utilities for review of conflicts.

The Consultant will perform services customarily and typically rendered in the field of Professional Engineering, Design, and Structural Services to accomplish all necessary work as detailed within the Request for Proposal (RFP) No. SDD-038/SPD124-WATER-5044, Consultant Fee Proposal and Tasks below, but not limited to:

B.1 Project Management

The Consultant shall adequately staff the project to deliver a high-quality project on time and within budget. The Consultant's PM/PE shall be a registered Professional Civil Engineer licensed in the State of California with a minimum of ten (10) years of experience in similar projects after obtaining registration. The PM/PE shall have the responsibility and authority to act on behalf of the Consultant, have the overall responsibility for directing the project team during the development and execution of this project, and have the responsibility to deliver a quality project on time and within budget. The PM/PE shall maintain communication with the Department staff and document the progress and decisions made during the entire project. This involves all aspects of project management, including financial performance, schedule, and quality control.

- a. Project Management
- b. Field Reviews
- c. Meetings
- d. Project Schedules
- e. Invoicing
- f. Quality Assurance/Quality Control

Deliverables:

1. Meeting Minutes
2. Written summaries of telephone coordination as appropriate
3. Monthly Progress Reports, Project Schedule, and Invoicing
4. Plans, technical specifications, opinion of probable construction costs, reports, quantity calculations, etc. shall be subject to signature by Quality Assurance Officer.

B.2 Structural and Civil Engineering Plans and Specifications

The consultant shall prepare 35%, 65%, 95%, and final plans and compile 65%, 95%, and final specifications and special provisions to prepare the required specifications for the project. ***All deliverables shall be clearly marked as being fully checked, and the preparation of the material follows the quality control plan established for the work. All deliverables shall be signed by the Quality Assurance Officer.***

The Consultant shall provide clear, concise, and complete AutoCAD 2020 plans. The final drawings are to be considered to be the property of the District at all times and shall be submitted to the District as full size electronic CAD files, upon completion or as otherwise directed by the District. Cross sections are considered necessary to accurately design the improvements and establish the earthwork volumes and extent of construction. The cut and fill quantities shall be computer generated and shall be included with the cross sections. The cross-sections shall be provided to the District at the same time as the final plans, which will both be part of the approved final plans

Deliverables:

1. 11"x17" PDF Plans
2. One (1) set of full-size Plans
3. One (1) set of 11"x17" Plans along with the previous check prints
4. Structural Calculations
5. Bid Quantities and Opinion of Probable Construction Costs
6. Draft and Final Specifications

B.3 Utilities

The Consultant will perform all utility coordination, including, but not limited to, utility notices, research, obtaining utility atlases from purveyors, notice to owners, potholing, and coordinating

installations and relocations with utility purveyors. All correspondence with utility owners will be on consultant letterhead, and the consultant will be responsible for all costs associated with the acquisition of utility atlases.

- a. The Consultant shall coordinate with all potentially affected utility companies within the project limits to ensure that all existing facilities, both underground and overhead, are identified accurately and depicted on design plans. The Consultant shall coordinate efforts with utility agencies, to the extent needed, to prepare the PS&E package.
- b. The results of this coordination shall be a final database of utility records indicating utility owner, type and size of utility, drawing numbers, and other relevant information. Consultant shall also prepare a final base utilities map of the project area showing locations of all existing utilities.
- c. The Consultant shall perform utility potholing (optional service) to confirm that the location and depth of affected utilities are correctly identified for final design and to avoid conflicts during construction. For bidding purposes, consultant shall assume 10 potholes. Dig Alert shall be contacted to mark utility alignment in the field prior to any subsurface activity.
- d. The Consultant shall submit report listing all of the information obtained during potholing of existing utilities. The pothole information shall be shown on a map in plan and profile views. The report shall list the impact on the 35% design and later design phases for the project. The Consultant shall indicate all utility work on the plans and in the specifications. The Consultant shall also provide copies of the plans in digital format if requested by the utilities.
- e. The Consultant shall address any utility conflicts by modifying the design of the improvements or designing any required utility relocations if the relocation is not covered by a franchise agreement. The design for any utility installation or relocation shall conform to the standards of the utility owner. If utility relocations are necessary for the project, the Consultant shall also be responsible for coordinating all relocations that can be completed prior to construction.

Deliverables:

1. Utility Database and Base Map
2. Potholing Report(s) (Optional)
3. Utility Plan/Exhibits

B.4 Design Survey

The Consultant shall provide all necessary design survey submittals which shall be stamped and signed by a Professional Land Surveyor licensed in the State of California. These tasks include, but are not limited to:

- a. Conduct survey related research based on the project specifications.
- b. Provide topographic, boundary and control surveys as needed.
- c. Analysis and determination of property boundaries, road alignments, and right-of-way in relation to transportation, drainage and other projects.
- d. Install temporary and/or permanent control monumentation for the purposes of construction surveys, monument preservation, establishment of road alignments, right of way, or property lines as needed.
- e. Provide survey data in an AutoCAD Civil 3D format, and datum as specified by the District.
- f. Conduct monument preservation surveys (Corner Records and/or Records of Survey) as directed by the District.

Deliverables:

1. AutoCAD Civil 3D files
2. Survey Field Notes
3. Digital photos of found survey monuments
4. Corner Record
5. Record of Survey

B.5 Permits (Optional Task)

Prepare all required applications and documentation to submit for necessary regulatory agency permits to allow for geotechnical investigation at the site.

Deliverables:

1. Permit Applications and Documentation

B.6 Right of Way Engineering (Optional Task)

- a. The Consultant shall prepare and provide an AutoCAD and GIS right-of-way base map. The Consultant shall perform all right-of-way research required to create the base map, and a copy of said research shall be made available for review by the District by way of an electronic research folder containing a pdf copy of all documents and maps used to determine existing rights-of-way, offers of dedications, utility and other easements, Assessor Parcel numbers, and record property owners for each parcel. The AutoCAD and GIS right-of-way file shall contain a specific and separate layer identifying the exact location and boundary of all existing rights-of-way, offers of dedications, and utility and other easements, along with a note providing the exact document and/or map from which this information was gathered.

The Consultant shall also add to the AutoCAD and GIS right-of-way base map all proposed rights-of-way, temporary construction easements, and permits to enter.

The Consultant shall submit the right-of-way base map and the research files to the District at each of the 35%, 65%, and the 95% review submittals. District will review the right-of-way base map upon each submittal and direct changes if necessary.

- b. The Consultant shall prepare and provide legal descriptions and plats for all property acquisitions and temporary construction easements, which shall be stamped and signed by a Land Surveyor licensed in the State of California. The Consultant shall also provide plats for all permits to enter.

The Consultant shall submit the stamped and signed legal descriptions and plats for all the proposed property acquisitions and temporary construction easements, along with the plats for all permits to enter, to the District at the same time as the right-of-way base map 65% review submittal. District will review all documents and plats, and direct changes if necessary.

- c. At 95% review submittal, and prior to right-of-way certification if applicable, the District shall have its final review and approval of all deliverables.
- d. Consultant shall provide all necessary services in accordance with Federal "Uniform Act" and State requirements, including, but not limited to, preparation of legal descriptions, plats, easement documents.

Deliverables:

1. AutoCAD right-of-way base map
2. PDF Copy of all research documents and maps – 8.5x11 for docs and 11x17 for maps
3. Original stamped and signed legal descriptions and plats

B.7 Geological/Geotechnical Investigation and Reports (Optional Task)

Consultant is responsible for reviewing Final Geotechnical Investigation Report and incorporating report recommendations. Should Consultant's design of the Project require additional geotechnical studies and/or updates to the Final Geotechnical Investigation Report, Consultant will be responsible executing additional geotechnical studies and/or updates.

Deliverables:

1. Additional and/or updated geotechnical investigation report

B.8 Advertising/Bidding Support (Optional Task)

Proposer shall include all tasks necessary during the advertising/bidding phase of the project, including, but not limited to:

- a. Copies of Drawings and Contracts Documents – The District will have copies of the design drawings and Contract Specifications reproduced for advertising purposes.
- b. Pre-bid Meeting – The Consultant shall attend the pre-bid meeting.
- c. Questions and Addenda During Advertising – The Consultant shall answer questions regarding the technical provisions, the design drawings, or conflicts in the design during the bidding process and pre-construction meeting. The Consultant shall assist the District, at no charge, in preparation of Addenda regarding omissions or conflicts in the design.

Deliverables:

- 1. Attend Pre-Bid Meeting
- 2. Answers to Questions During Advertising

B.9 Construction Support (Optional Task)

Proposer shall include all tasks necessary during the construction phase of the project, including, but not limited to:

- a. Meetings – The Consultant shall attend the pre-construction meeting and informational meetings with stakeholders.
- b. Questions during Construction and Requests for Information (RFIs) – The Consultant shall answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the construction and assist the District in issuing Change Orders (COs) regarding omissions or conflicts in the design, at no charge to the District. The Consultant shall provide responses to RFIs, as requested by the District.
- c. Contractor Submittals – The Consultant shall review Contractor submittals, including shop drawings, as requested by the District.
- d. Plan Revisions – The Consultant shall prepare plan revisions requested by the District, to accompany change orders, etc.
- e. Record Drawings – The Consultant shall incorporate all redline comments prepared by the Contractor and Project Inspector on the signed design Plans. The Record Drawings shall be provided to the District and approved prior to the release of the final progress payment. The Consultant shall also provide electronic Record Drawings in AutoCAD format and Specifications in Microsoft Word to the District.
- f. Owner of Project Documents – The District will be the owner of all original drawings, documents, and digital information. All digital and/or computer-generated drawings shall be the property of the District and two (2) copies on a CD-RW disk shall be submitted to the District.

Deliverables:

- 1. Meetings
- 2. Answers to RFIs
- 3. Review Contractor Submittals
- 4. Plan Revisions
- 5. Record Drawings
- 6. Project Documents

B.10 Construction Survey/Staking (Optional Task)

The Consultant shall provide all necessary construction survey for the project, including but not limited to:

- a. Conduct survey related research based on the project specifications.
- b. Provide topographic, boundary and control surveys as needed to supplement the design survey.
- c. Analysis and determination of property boundaries, road alignments, and right-of-way in relation to transportation, drainage and other projects.
- d. Install temporary and/or permanent control monumentation for the purposes of construction surveys, monument preservation, establishment of road alignments, right of way, or property lines as needed.
- e. Provide survey data in an AutoCAD Civil 3D format, and datum as specified by the District.
- f. Conduct monument preservation surveys (Corner Records and/or Records of Survey) as directed by the District.

- g. Establish final centerline and right of way monuments positions. All property corners found and of record, prior to construction shall be located or established for the purposes of re-establishing the position at the design right of way limit.
- h. Provide construction staking and quality control surveys.
- i. Provide construction survey within 48 hours' notice from the District.

Deliverables:

- 1. AutoCAD Civil 3D files
- 2. Survey Field Notes
- 3. Digital photos of found survey monuments
- 4. Corner Record
- 5. Record of Survey

B.11 ADDITIONAL REQUIREMENTS

Consultants must have a valid State of California Professional Engineer license in the Project Manager's or Project Engineer's (PM/PE) own name(s) (proof of valid licenses must be submitted with the proposal). Subconsultants must be appropriately licensed as applicable in their field of expertise. Proposers and their subconsultants must maintain valid applicable licenses during the entire term of the resulting agreement and any time work is being performed pursuant to a contract with the District.

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 District.

C.3 Contract Exclusivity

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

C.4 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 fees, regardless of who the prevailing party is. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.5 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; (b) do not use legal or illegal substances in any manner which will impact their ability to provide services to the District; and (c) are not otherwise disqualified from performing the services under applicable law. If requested by the District 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 District, Contractor shall provide the results of the background check of each individual to verify that the individual meets Consultant's standards for employment. 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 District's hiring criteria, in District's sole discretion, shall not be assigned to work on District property or services, and District shall have the right, at its sole option, to refuse access to any of Consultant's personnel to any District facility.

C.6 Change of Address

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

C.7 Choice of Law

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

C.8 Compliance with District Policy

In performing the services and while at any District facilities, Consultant personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the District 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 District; and (d) abide by all laws applicable to the District facilities and the provision of the services, and all amendments and modifications to each of the items addressed in subsections (b), (c), and (d) (collectively, "District Policies"). District 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 District facility, electronic posting, or other means generally used by District to disseminate such information to its employees or contractors. Consultant shall be responsible for the promulgation and distribution of District Policies to Consultant personnel to the extent necessary and appropriate.

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

C.9 Confidentiality

Consultant shall protect from unauthorized use or disclosure 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 other purpose other than carrying out the Consultant's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

C.10 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 District inquiries within two (2) business days. Consultant shall not change the primary contact without written acknowledgement to the District. Consultant will also designate a back-up point of contact in the event the primary contact is not available.

C.11 District Representative

The Director of the Department of Public Works or his/her designee shall represent the District 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 District Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

C.12 Damage to County Property

Consultant shall repair, or cause to be repaired, at its own cost, all damages to District vehicles, facilities, buildings or grounds 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 District may make any necessary repairs. The Consultant, as determined by the District, shall repay all costs incurred by the District for such repairs, by cash payment upon demand, or District may deduct such costs from any amounts due to the Consultant from the District, as determined at the District's sole discretion.

C. 13 Debarment and Suspension

Consultant certifies 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 certifies 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.14 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 District, on District property, or while using District equipment:

- C.14.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.14.2** 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.14.3** 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.

Consultant shall inform all employees that are performing service for the District on District property, or using District equipment, of the District'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 District.

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

C.15 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.16 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 District laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.17 Environmental Requirements

In accordance with District Policy 11-08, the District 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 District 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 District whenever practicable.

To assist the District in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Consultant must be able to annually report the District'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 District, utilizing a District approved form.

C.18 Improper Influence

Consultant shall make all reasonable efforts to ensure that no District officer or employee, whose position in the District 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.19 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 District in an attempt to secure favorable treatment regarding this Contract.

The District, 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 District 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 District 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 District is entitled to pursue any available legal remedies.

C.20 Informal Dispute Resolution

In the event the District 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.21 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.22 Licenses, Permits and/or Certifications

Consultant shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, District, 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 District 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.

ALBERT A. WEBB ASSOCIATES – DIR #1000006209 DIR Exp. 06/30/2025

Bruce Davis, P.E. (CA# C 47200) Exp. 12/31/2025
Bradley Sackett, P.E. (CA# C 65862) Exp. 12/31/2025
David Algranti, P.E. (CA# C 26817) Exp. 03/31/2025
Joseph Caldwell, P.E. (CA# C 62739) Exp. 09/30/2024
Siming Zhang, P.E. (CA# C 60156) Exp. 06/30/2024
Ricardo Perez, P.E. (CA# C 86483) Exp. 03/31/2025
Elizabeth Xiong, P.E. (CA# C 94706) Exp. 06/30/2025

SUBCONSULTANTS

CSI Services – DIR #1000010187, DIR Exp. 06/30/2025
Converse Consultants – DIR #1000001465, DIR Exp. 06/30/2026
SKM Engineering – PW – LR – 1000976725, Exp. 06/30/2026
Kleinfelder, DIR #1000001733, DIR Exp. 06/30/2025
Underground Solutions, DIR #1000007851, DIR Exp. 06/30/2024

C.23 Material Misstatement/Misrepresentation

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

C.24 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.25 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 District 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.26 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.27 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 District upon payment for services (and products, if applicable). All such items shall be delivered to the District at the completion of work under the Contract, subject to the requirements of Article D–Term of the Contract. Unless otherwise directed by District, Consultant may retain copies of such items.

C.28 Participation Clause

The District desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino District requiring the same services provided herein may at their option and through the District Purchasing agent, avail themselves of this District. Upon notice, in writing, the Consultant agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.28.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.28.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Consultant. The District will not be liable for any such purchase made between the Consultant and another governmental body who avails themselves of this contract.

C.29 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.30 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.31 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. 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 District. Any provision of this Contract that may appear to give the District any right to direct the Consultant concerning the details of performing the services/Scope of Work, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the District concerning the end results of the performance.

C.32 Release of Information

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

C.33 Strict Performance

Failure by a party to insist upon the strict 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.34 Subcontracting

Consultant shall obtain District's written consent, which District 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 District. At District'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 District, resumes of proposed subcontractor personnel. Consultant shall remain directly responsible

to District for its subcontractors and shall indemnify District for the actions or omissions of its subcontractors under the terms and conditions specified in Article G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Consultant Personnel.

For any subcontractor, Consultant shall:

- 34.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 34.2** Ensure that the subcontractor follows District's reporting formats and procedures as specified by District.
- 34.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Articles B. Consultant Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, the District 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 the District.

C. 35 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Consultant or District, 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 District 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 District.

C.36 Termination for Convenience

The District reserves the right to terminate the Contract, for any reason, 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 District and transfer title (if necessary) to all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.37 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.38 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino District, 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, District of San Bernardino, 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, County of San Bernardino, San Bernardino District.

C.39 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 District. Consultant shall make a reasonable effort to prevent officers, employees, subcontractors, 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 District determines a conflict of interest situation

exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the District 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.

Consultant acknowledges and agrees that it will not submit a bid, or enter into an agreement with a third party, for the construction of the Project or any future phases of a Project on which it has previously performed work that was assigned to it under this Contract. Consultant agrees not to affiliate with, or receive financial consideration from, any third party in connection with this Project, except as specifically authorized under this Contract.

Consultant understands, per the attached Conflict of Interest and Political Reform Act Obligations (Attachment B), that the Public Works Department Director has determined Consultant meets Disclosure Determination number 1 and that no disclosure is required.

C.40 Former District Administrative Officials

Consultant agrees to provide, or has already provided information on former San Bernardino District administrative officials (as defined below) who are employed by or represent Consultant. The information provided includes a list of former District administrative officials who terminated District 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, "District administrative official" is defined as a member of the Board of Supervisors or such officer's staff, District Executive Officer or member of such officer's staff, District department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.41 Disclosure of Criminal and Civil Procedures

The District reserves the right to request the information described herein from Consultant. Failure to provide the information may result in a termination of the Contract. The District 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.42 Copyright

The District 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 District 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 District. 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 District prior to publication.

C.43 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 District. These items must be returned to the District within ten (10) days, upon written notification to the Consultant. In the event of a failure to return the documents, the District is entitled to pursue any available legal remedies. In addition, Consultant will be barred from all future solicitations, for a period of at least six (6) months.

C.44 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.45 Prevailing Wage Laws

By its execution of this Contract, Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work..." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Attachment A, which is attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Consultant shall comply with all applicable terms and conditions in Attachment A. The applicable general prevailing wage determinations are on file with the District and are available to any interested party on request. Consultant shall post a copy of the applicable prevailing wage determinations at the job site.

C. 46 Errors, Omissions and/or Conflicts

Consultant shall be responsible for the integrity of all design and research studies prepared or approved by the Consultant and should District suffer damages due to errors, omissions, and/or conflicts within such documents, the Consultant shall be responsible to District for costs of all such damages.

C. 47 Regulatory Agencies

Except for emergencies, or except for situations where contact is required by law or relevant professional canons of ethics (in which case Consultant will use its professional efforts to notify and confer with the District before such contact, the parties recognizing that there may not be time for such in an emergency), Consultant shall not contact the Local Enforcement Agency, South Coast Air Quality Management District or other regulatory agencies concerning any site that is the subject of this Contract without Department of Public Works – Special Districts Division prior approval.

C. 48 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor 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. Contractor must contact the District immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the District, including but not limited to, providing a list of disclosures or deleting personal information. Contractor 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. Contractor must immediately provide to the County any notice provided by a consumer to Contractor 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. Contractor must immediately notify the District 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 Contractor 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. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the District.

D. TERM OF CONTRACT

This Contract is effective as of July 23, 2024 and expires July 23, 2029 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. COUNTY RESPONSIBILITIES

- E.1** The District will provide information requested by Consultant during the project, which will include:
- As-Builts
 - CAD files for plans, if available.
 - GIS files, if available.

F. FISCAL PROVISIONS

- F.1** The maximum amount of payment under this Contract shall not exceed \$ 472,255.00 and shall be subject to the availability of other funds to the District. 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** Consultant's "Revised Cost Proposal", attached as Attachment E, hereto, sets out the Consultant's estimate of the cost (including wages) of completing the Scope of Work. The Cost Proposal was used by the District to determine the reasonableness of the cost of Consultant's proposal and is further used in making progress payments to Consultant and in making payment to Consultant in the event of the termination of the Contract prior to the completion of all items of work. Consultant is not entitled to any additional compensation by virtue of its costs (including wages) for any item of work exceeding the cost set forth in its Cost Proposal, including excess costs related to delays in completion of the Project. Payment shall be made on a percent of task completed to the District's satisfaction pursuant to Attachment E.

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

Invoices shall include breakdown by staff name, title, billing rate, task number, hours and dates of billing cycle for the invoice. Billing invoice shall include subconsultant (CSI Services, Converse Consultants, SKM Engineering, Kleinfelder, and Underground Solutions) billing invoices with same breakdown as noted above for the project.

- F.4** Consultant shall accept all payments from District 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 District required to process EFT payments.

- F.5** District 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 District shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the District 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 District. Consultant shall not use current year funds to pay prior or future year obligations.

- F.7** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Consultant shall not claim reimbursement or payment from District for, or apply sums received from District with respect to that portion of its obligations that have been paid by another source of revenue.

Consultant agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the District.

- F.8** Consultant shall adhere to the District's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the District. In addition, Consultant is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

Consultant shall defend and indemnify District for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. This Agreement 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 District.

Consultant will indemnify, defend, and hold harmless District and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against District, or District receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, District will use reasonable efforts to notify Consultant promptly of such lawsuit, claim or election. However, District's failure to provide or delay in providing such notice will relieve Consultant of its obligations only if and to the extent that such delay or failure materially prejudices Consultant's ability to defend such lawsuit or claim. District will give Consultant sole control of the defense (with counsel reasonably acceptable to District) and settlement of such claim; provided that Consultant may not settle the claim or suit absent the written consent of District unless such settlement (a) includes a release of all claims pending against District, (b) contains no admission of liability or wrongdoing by District, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event that Consultant fails to or elects not to defend District against any claim for which District is entitled to indemnity by Consultant, then Consultant shall reimburse District for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from District. After thirty (30) days, District will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by District to Consultant. This shall not apply to any judgment or settlement amount, which amounts District shall be entitled to notify, invoice or debit Consultant's account at any time; and District, at its sole discretion, may settle the claim or suit.

If, in Consultant's opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Consultant may, at its option: (i) procure for District the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Consultant, District shall cease use of the goods or services upon written notice from Consultant, and Consultant shall provide District with a pro-rata refund of the unearned fees paid by District to Consultant for such goods or services.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the District 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 District to vicarious liability but shall allow coverage for the District 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

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

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 District.

G.5 Severability of Interests

Consultant agrees to ensure that 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 Consultant and District or between District and any other insured or additional insured under the policy.

G.6 Proof of Coverage

Consultant shall furnish Certificates of Insurance to the District 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, 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, District has the right but not the obligation or duty to cancel this Contract or obtain insurance if it deems necessary and any premiums paid by District will be promptly reimbursed by Consultant or District payments to the Consultant will be reduced to pay for District purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by District. 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 District. 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 District, inflation, or any other item reasonably related to the District'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.

Any failure, actual or alleged, on the part of District 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 District.

- G.11** Consultant agrees to provide insurance set forth in accordance with the requirements herein. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, 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, 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 District 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 District'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 – Consultant shall carry General Liability Insurance covering all operations performed by or on behalf of 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 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 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

or

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 **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved District entities and cover breach response cost as well as regulatory fines and penalties.

H. SUCCESSORS AND ASSIGNS

H.1 This Contract shall be binding upon the District and Consultant and their respective successors and assigns.

H.2 Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Consultant without the prior written consent and approval of District.

H.3 Death or Incapacity: If the Consultant transacts business as an individual, his/her death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he/she nor his/her estate shall have any further right to perform hereunder, and District shall pay him/her or his/her estate the compensation payable under Article F, Fiscal Provisions, for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by District by reason of such termination. If there be more than one Consultant and any one of them die or become incapacitated and the others continue to render the services covered herein, the District will make payment to those continuing as

though there had been no such death or incapacity and the District will not be obliged to take any account of the person who died or became incapacitated or to make any payments to such person or his estate. The provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Consultant herein, and if death or incapacity befalls the last one of such group before this Contract is fully performed, then the rights shall be as if there had been only one Consultant.

I. RIGHT TO MONITOR AND AUDIT

- I.1** The District, 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 District in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the District.
- I.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by District representatives for a period of three years after final payment under the Contract or until all pending District, State and Federal audits are completed, whichever is later.

J. CORRECTION OF PERFORMANCE DEFICIENCIES

- J.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.
- J.2** In the event of a non-cured breach, District 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 District; 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 District 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 District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due to Consultant under this Contract and the balance, if any, shall be paid by Consultant upon demand.
- J.3** Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

K. 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
Department of Public Works – Special Districts
222 W. Hospitality Lane, Second Floor
San Bernardino, CA 92405 – 0450*

*Albert A. Webb Associates
3788 McCray Street
Riverside, CA 92506
Attn: Bruce Davis, P.E.*

Attn: Russel Vilorio

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

L. ENTIRE AGREEMENT

This Contract, including all Attachment, 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.

M. ELECTRONIC SIGNATURES

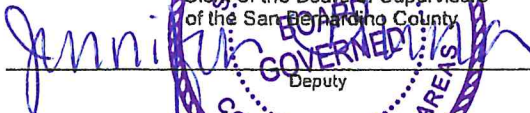
This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether 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 District and Consultant have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY SERVICE AREA 70 J (OAK HILLS)


Dawn Rowe, Chair, Board of Supervisors

Dated: JUL - 9 2024
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

By 
Lynn Monell
Clerk of the Board of Supervisors
of the San Bernardino County
Deputy


Albert A. Webb Associates

(Print or type name of corporation, company, contractor, etc.)

By 
(Authorized signature - sign in blue ink)

Name Bruce Davis
(Print or type name of person signing contract)

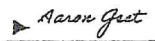
Title Senior Vice President
(Print or Type)

Dated: 07/10/24

Address

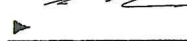
FOR COUNTY USE ONLY

Approved as to Legal Form


Aaron Gest, Deputy County Counsel

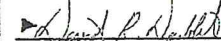
Date 07/11/24

Reviewed for Contract Compliance


Noel Mondragon, Division Manager

Date 07/11/24

Reviewed/Approved by Department


David Doublet, Assistant Director

Date 07/11/24

CON-BGCSA-072324-CSA 70 J Oak Hills Reservoir 3A Site Expansion Project

Final Audit Report

2024-07-11

Created:	2024-07-10
By:	Renee Gianni (renee.gianni@sdd.sbcounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbIgEU2CVqaJaX4OhqNAOzsFWVHBchM7o

"CON-BGCSA-072324-CSA 70 J Oak Hills Reservoir 3A Site Expansion Project" History

-  Document created by Renee Gianni (renee.gianni@sdd.sbcounty.gov)
2024-07-10 - 11:09:50 PM GMT
-  Document emailed to Bruce Davis (bruce.davis@webbassociates.com) for signature
2024-07-10 - 11:09:57 PM GMT
-  Email viewed by Bruce Davis (bruce.davis@webbassociates.com)
2024-07-11 - 0:55:01 AM GMT
-  Document e-signed by Bruce Davis (bruce.davis@webbassociates.com)
Signature Date: 2024-07-11 - 0:55:57 AM GMT - Time Source: server
-  Agreement completed.
2024-07-11 - 0:55:57 AM GMT



ATTACHMENT A

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
- iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement,

- the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
- iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
 - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
- i. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
 - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
 - iii. This project is subject to compliance monitoring and enforcement by the DIR.
 - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all public works projects.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
 - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

"(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess,

and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016."

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with "#" symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140):
 - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
 - ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice*.
 - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
 - iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
 - v. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- b. Employ Registered Apprentices
 - i. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
 - ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
 - iii. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.
 - iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
 - v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
 - vi. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
 - i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
 - ii. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
 - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
 - iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
 - v. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
 - ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
 - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
 - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
 - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
 - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

ATTACHMENT B

CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

Consultant shall make all reasonable efforts to ensure that no District 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.

During the term of this Contract Consultant shall not act a Consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the District. Consultant shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way, any matter coming before the District in which the Consultant has a financial interest as defined in Government Code section 87103. Consultant represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the District.

“Consultant” means an individual who, pursuant to a contract with a state or local agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the County to enter into, modify, or renew a contract provided it is the type of contract that requires County approval;
5. Grant County approval to a contract that requires County approval and to which the County is a party, or to the specifications for such a contract;
6. Grant County approval to a plan, design, report, study, or similar item;
7. Adopt, or grant County approval of, policies, standards, or guidelines for the County, or for any subdivision thereof; or

(B) Serves in a staff capacity with the District and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the County that would otherwise be performed by an individual holding a position specified in the District’s Conflict of Interest Code.

DISCLOSURE DETERMINATION:

- ☒ 1. Consultant will not be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above. No disclosure required.
- ☐ 2. Consultant will be “making a government decision” or “serving in a staff capacity” as defined in either Section A or B above. As a result, Consultant shall be required to file a Statement of Economic Interest with the Clerk of the Board of Supervisors in a timely manner as required by law.

ATTACHMENT C
ADVERTISED REQUEST FOR PROPOSAL (RFP)

**ATTACHMENT D
CONSULTANT PROPOSAL**

ATTACHMENT E
CONSULTANT REVISED FEE PROPOSAL

ATTACHMENT A

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

- a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
 - ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
 - iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
 - iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
 - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a

part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.

- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:

- i. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
- ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
- iii. This project is subject to compliance monitoring and enforcement by the DIR.
- iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
- v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all public works projects.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
- vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

- b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

- (a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

"(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor,

or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016."

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with "#" symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor

or consultant. Included in these requirements is (1) the Contractor's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

a. Submit Contract Award Information (DAS-140):

- i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
- ii. The DAS-140 is a notification "announcement" of the Contractor's participation on a public works project—*it is not a request for the dispatch of an apprentice*.
- iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
- iv. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.
- v. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.

b. Employ Registered Apprentices

- i. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
- ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
- iii. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
- iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
- v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
- vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

c. Make Training Fund Contributions

- i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
- ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
- iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
- iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.

- v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
 - ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
 - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
 - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
 - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
 - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

ATTACHMENT B

CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

Consultant shall make all reasonable efforts to ensure that no District 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.

During the term of this Contract Consultant shall not act a Consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the District. Consultant shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way, any matter coming before the District in which the Consultant has a financial interest as defined in Government Code section 87103. Consultant represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the District.

"Consultant" means an individual who, pursuant to a contract with a state or local agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the County to enter into, modify, or renew a contract provided it is the type of contract that requires County approval;
5. Grant County approval to a contract that requires County approval and to which the County is a party, or to the specifications for such a contract;
6. Grant County approval to a plan, design, report, study, or similar item;
7. Adopt, or grant County approval of, policies, standards, or guidelines for the County, or for any subdivision thereof; or

(B) Serves in a staff capacity with the District and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the County that would otherwise be performed by an individual holding a position specified in the District's Conflict of Interest Code.

DISCLOSURE DETERMINATION:

- ☒ 1. Consultant will not be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B above. No disclosure required.
- ☐ 2. Consultant will be "making a government decision" or "serving in a staff capacity" as defined in either Section A or B above. As a result, Consultant shall be required to file a Statement of Economic Interest with the Clerk of the Board of Supervisors in a timely manner as required by law.

ATTACHMENT C
ADVERTISED REQUEST FOR PROPOSAL (RFP)

County of San Bernardino

ORGANIZATION

Organization Special Districts
 Address Special Districts
 157 W. 5th Street
 2nd Floor
 San Bernardino, CA 92415

Purchaser Jason Cloninger

Info Contact Ellie Hargrove - 909.386.8802 or
 ehargrove@dpw.sbcounty.gov

DEPARTMENT

Department WATER
 Bill-to-Address Eng Tech
 222 W. Hospitality
 Lane 2nd Floor
 San Bernardino, CA 92415

Ship-to-Address Eng Tech

222 W. Hospitality Lane
 2nd Floor
 San Bernardino, CA 92415

BID INFORMATION

Description RFP-Professional Structural and Engineering Design Services for CSA 70J Reservoir 3A Site Expansion
 Bulletin Desc. Request for Proposal - Professional Structural and Engineering Design Services for County Service Area 70J Reservoir 3A Site Expansion

Bid Number SPD124-WATER-5044 Bid Opening Date 10/23/2023 2:00 PM
 Bid Type Open Market Type Code Request For Proposal

Alternate Id SDD-038 Fiscal Year 2024
 Available Date 09/25/2023 6:00 PM

Pre-Bid MANDATORY Proposal
 Conference: October 5, 2023 - 2:00 pm
 In person or via Teams - see RFP for details

Attachments Exhibit A PREVAILING WAGE REQUIREMENT 2020.pdf
 Exhibit B - Prevailing Wage Determinations 2023.pdf Exhibit C - Location Map.pdf
 Exhibit D - Final IS.MND.pdf
 Exhibit E - Draft Technical Memorandum.pdf Exhibit F - Final Geotechnical Investigation.pdf Exhibit G - Sample Contract.pdf
 Exhibit H - ARPA Language.pdf
 RFP_CSA 70J Reservoir 3A_Final.pdf

AMENDMENTS

ITEMS

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1.000	Professional Structural and Engineering Design Services for CSA 70J Reservoir 3A Site Expansion	1.00	SUM		



**DEPARTMENT OF PUBLIC WORKS
SPECIAL DISTRICTS**

**Request for Proposal
No. SDD-038 / SPD124-WATER-5044
Professional Structural and
Engineering Design Services**

for

**COUNTY SERVICE AREA 70J
RESERVOIR 3A SITE
EXPANSION**

**San Bernardino
County Department of Public Works – Special
Districts 222 W. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0450
September 2023**

I. INTRODUCTION

A. Purpose

The San Bernardino County (County), Department of Public Works – Special Districts (Department), on behalf of County Service Area (CSA) 70J (District), is seeking Proposals from interested and qualified professional structural engineering firms for engineering design services to manage and complete final design for a 2-million-gallon (MG) reservoir storage tank for the District's Reservoir 3A Site Expansion project located in the Oak Hills area (Project).

The following table lists the Attachments and Exhibits included in this Request for Proposals (RFP) No. SDD-038 / SPD124-WATER-5044. The Attachments and Exhibits, referenced throughout, can be found within this RFP or are available to download from ePro:

RFP ATTACHMENTS:

ATTACHMENT A – Cover Page
ATTACHMENT B – Statement of Certification
ATTACHMENT C – Licenses, Permits & Certifications
ATTACHMENT D – Certification regarding Debarment or Suspension
ATTACHMENT E – Cost/Fee Proposal
ATTACHMENT F – References
ATTACHMENT G – Employment of former County/District Officials
ATTACHMENT H – Exceptions to RFP
ATTACHMENT I – Public Records Act Exemptions
ATTACHMENT J – Indemnification & Insurance Requirement Affidavit
ATTACHMENT K – Reserved
ATTACHMENT L – Conflict of Interest and Political Reform Act Obligations
ATTACHMENT M - Senate Bill 1439 Proposer Information Report

RFP EXHIBITS:

EXHIBIT A – Prevailing Wage Requirements
EXHIBIT B – Prevailing Wage Determinations
EXHIBIT C – Location Map
EXHIBIT D – Final IS/MND
EXHIBIT E – Draft Technical Memorandum
EXHIBIT F – Final Geotechnical Investigation Report
EXHIBIT G – Sample Contract
EXHIBIT H – Compliance with American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Fund (CLFRF) Requirements

B. RFP Contact

All correspondence, including Proposals and questions, must be submitted to the person identified below (RFP Contact):

San Bernardino County
Department of Public Works – Special Districts
Attn: Ellie Hargrove
222 W. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0450
(909) 386-8802 Phone
(909) 386-8839 Fax
ehargrove@dpw.sbcounty.gov

Fax number and e-mail address may only be used to submit questions. Proposals will not be accepted by email or facsimile. Proposals must be submitted electronically through the County Electronic Procurement Network (ePro), and/or via hard copy with original signature submitted to the address indicated above. **All Proposers must register with the ePro system prior to the date and time to submit the proposal or they will be disqualified.**

C. Reserved

D. Contract Term

Services to be provided under this Request for Proposals (RFP) are outlined under Section V, Scope of Work. The Contract period will be for a maximum of five (5) years from the effective date of the agreement.

E. Location of Services

Location(s) where Services are to be provided, completed, and managed is at CSA 70J Reservoir 3A located in the Oak Hills area (see Exhibit C - Location Map).

The Proposer must include in Proposal, Attachment E – Fee Proposal Sheet(s), all transportation, lodging, and per diem costs sufficient to pay its personnel and travel to the aforementioned locations.

F. Assistance to Proposers with a Disability

Proposers with a disability may request accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the RFP Contact no later than ten (10) days prior to the Deadline for Proposals.

II. PROPOSAL TIMELINE

Release of RFP	September 25, 2023
Mandatory Proposal Conference	2:00 pm, October 5, 2023
Deadline for Submission of Questions	2:00 pm, October 10, 2023
Deadline for Proposals	2:00 pm, October 23, 2023
Date for Tentative Contract Award	December 2023

Proposal Conference:

A **mandatory in person or via Teams** Proposal conference will be held:

Thursday, October 5, 2023, at 2:00 pm.

Special Districts Conference Room A

San Bernardino County Department of Public Works – Special Districts

222 W. Hospitality Lane, 2nd Floor

San Bernardino, CA 92415-0450

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 258 422 252 407

Passcode: H7bG53

[Download Teams](#) | [Join on the web](#)

[Learn More](#) | [Meeting options](#)

Attendance at the conference is mandatory. No Proposal will be accepted from any Proposer who fails to attend the Proposal conference.

Questions regarding the contents of this RFP must be submitted in writing on or before the Deadline for Submission of Questions and directed to the RFP Contact. All questions will be answered and both the question and answer will be posted as an Addendum to the RFP in ePro.

III. DEFINITIONS

Capitalized terms used in this RFP shall have the meanings given to them in the RFP and as defined below:

Board: The San Bernardino County Board of Supervisors.

Contract: The Contract between the District and the Proposer resulting from the award issued pursuant to this RFP to the successful Proposer.

Consultant: Any individual, company, firm, corporation, partnership, or other organization to whom a contract award is made by the County.

District: County Service Area 70J Oak Hills. The political subdivision identified as a special district of San Bernardino County, governed by the Board of Supervisors, and administered by the Department of Public Works – Special Districts.

Facilitator: A County Purchasing Department buyer or designated individual tasked with managing the processes of the evaluation panel.

Proposal: The offer to provide specific goods or services at specified prices and/or other conditions specified in the RFP.

Purchasing Agent: The Director of the County Purchasing Department.

Request For Proposal (RFP): The request for an offer from Proposers interested in providing the identified services sought to be procured by the County. The RFP specifies the evaluation factors to be used and contains or incorporates by reference contractual terms and conditions applicable to the procurement.

Services: The requested professional services described in this RFP.

Subconsultant/Subcontractor: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Consultant who is performing services on behalf of Consultant under the Contract or under a separate contract with or on behalf of Consultant.

IV. PROPOSAL CONDITIONS

A. Authorized Signatures

All proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP.

B. Term of Offer

Proposals shall remain open, valid, and subject to acceptance anytime within nine (9) months after the Proposal submission.

C. Required Review

Proposers should carefully review this RFP for defects and questionable or objectionable material. Comments from Proposers concerning defects and objectionable material in this RFP must be made in writing and received by the RFP contact prior to the deadline for submission of questions identified in Section II or at least ten (10) calendar days before the Deadline for Proposals (whichever occurs last). This will allow issuance of any necessary amendments or addendums to the RFP. It will also help prevent the opening of a defective RFP and exposure of Proposals upon which an award could not be made. Protests based on any omission or error, or on the content of this RFP, may be disallowed if not submitted in writing to the attention of the RFP Contact prior to the deadline for submission of questions identified in Section II or at least ten (10) calendar days before the Deadline for Proposals (whichever occurs last).

D. Incurred Costs

The District is not obligated to pay any costs incurred by Proposer in the preparation of a Proposal in response to this RFP. Proposers agree that all costs incurred in developing a Proposal are the Proposer's responsibility.

E. Amendments/Addendums to RFP

The District reserves the right to issue amendments or addendums to this RFP if the District considers that changes are necessary or additional information is needed.

Changes to a Proposal or withdrawal of a Proposal will only be allowed if a request is received prior to the Deadline for Proposals. No amendments or withdrawals will be accepted after the Deadline for Proposals.

F. Reserved

G. Right of Rejection

Offers must comply with all of the terms of the RFP, and all applicable local, state, and federal laws, codes, and regulations. The District may reject as non-responsive any Proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP. Further, the District may reject a Proposal from any entity that is a parent, affiliate, or subsidiary, or that is under common ownership, control, or management with any other entity submitting a Proposal in response to this RFP.

A Proposer may not qualify the Proposal nor restrict the rights of the District. If Proposer does so, the Proposal may be determined to be a non-responsive counter-offer and the Proposal may be rejected.

No Proposal shall be rejected, however, if it contains a minor irregularity, defect or variation. If the irregularity, defect or variation is considered by the District to be immaterial or inconsequential, the District may choose to accept the Proposal.

Minor irregularities may be waived by the Purchasing Agent when they are any of the following:

1. Do not affect responsiveness;
2. Are merely a matter of form or format;
3. Do not change the relative standing or otherwise prejudice other offers;
4. Do not change the meaning or scope of the RFP;
5. Are trivial, negligible, or immaterial in nature;
6. Do not reflect a material change in the work; or
7. Do not constitute a substantial reservation against a requirement or provision.

In such cases the Proposer will be notified of the deficiency in the Proposal and given an opportunity to correct the irregularity, defect or variation or the District may elect to waive the deficiency and accept the

Proposal. The decision to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Proposer from compliance with all requirements if awarded a Contract.

This RFP does not commit the District to award a contract. The District reserves the right to reject any or all Proposals if it is in the best interest of the District to do so. The District also reserves the right to terminate this RFP process at any time.

H. Reserved

I. Clarification of Offers

In order to determine if a Proposal is reasonably susceptible for award, communications by the Facilitator for the evaluation panel are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a Proposal. Clarifications may not result in a material or substantive change to the Proposal. The evaluation by the panel may be adjusted as a result of a clarification under this section.

J. Public Records Act

All Proposals and other material submitted become the property of the District and are subject to release according to the California Public Records Act (Government Code §7290). All Proposal information, including cost information, will be held in confidence during the evaluation and negotiation process. Thereafter, Proposals are subject to becoming a non-exempt public record.

If a Proposer believes that any portion of its Proposal is exempt from public disclosure, it must indicate the specific portions believed to be confidential and not subject to disclosure on Attachment I - Public Records Act Exemptions. The Proposer also must include a brief description that sets out the reasons for exemption from disclosure. Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that do not meet the requirements of this section will not be considered.

The District will use reasonable means to ensure that such information is safeguarded, but will not be held liable for inadvertent disclosure of the information. Proposals marked "Confidential" in their entirety will not be honored, and the District might not deny public disclosure of any portion of Proposals so marked.

By submitting a Proposal with portions identified in Attachment I as "Confidential," Proposer represents that it has a good faith belief that such portions are exempt from disclosure under the Public Records Act. Proposer may be requested to obtain legal protection from disclosure should a Public Records Act request be received. In the event the District does not disclose the information marked "Confidential," Proposer agrees to reimburse the District for, and to indemnify, defend (with counsel approved by District) and hold harmless the District, its officers, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses, including without limitation, attorneys' fees, expenses and court costs of any nature arising from or relating to the District's non-disclosure of any such designated portions of a Proposal.

K. Employment of Former County/District Officials

Information must be provided in Attachment G regarding former County Administrative Officials (as defined below) who are employed by or represent Proposer. The information provided must include 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 Proposer and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of Proposer. For purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors or such member's staff, Chief 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.

Failure to provide this information may result in the Proposal being deemed non-responsive.

L. Reserved

M. Disclosure of Criminal and Civil Proceedings

The District reserves the right to request the information described herein from the Proposer selected for Contract award. Failure to provide the information may result in a disqualification from the selection process and no award of Contract to the Proposer. The District also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer may also be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of Contract.

The selected Proposer may be asked 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 Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may also be asked 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 Proposer 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 District. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

N. Debarment and Suspension; California Secretary of State Business Entity Registration

Proposer certifies in Attachment D that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See Attachment D and the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Proposer also certifies in Attachment D that if it or any of the subcontractors listed in the Proposal 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.

O. Unsatisfactory Performance

Proposer affirms that it has no record of unsatisfactory performance with the District in the twenty-four (24) month period immediately preceding the date of issuance of this RFP.

P. Final Authority

The final authority to award a contract(s) as a result of this RFP rests solely with the County Board of Supervisors, acting on behalf of the District, or as delegated by the Board of Supervisors.

Q. Department of Industrial Relations Registration

Proposer must be registered with the Department of Industrial Relations as required by Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) to work on public works contracts as defined under the Labor Code.

R. Political Contributions

Proposer has disclosed to the District through completion of Attachment M – Senate Bill 1439 Proposer Information Report, 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, District Attorney, Auditor-Controller/Treasurer/Tax Collector] after January 1, 2023. Proposer acknowledges that under Government Code section 84308, subdivision (e)(2), Proposer may not make a contribution of more than \$250 to any County elected officer while award of a contract pursuant to this Request for Proposal is pending, and for 12 months after a final decision is rendered by the County/District.

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

S. Compliance with American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Fund (CLFRF) Requirements

This Contract may be funded in whole or in part with funds provided by the American Rescue Plan Act - Coronavirus Local Fiscal Recovery Fund (ARPA). Consultant agrees to comply with the American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Federal Guidelines, terms, and conditions as set forth in Exhibit H of this RFP and incorporated herein by this reference.

V. SCOPE OF WORK

A. BACKGROUND INFORMATION

The District's Reservoir 3A is currently comprised of two (2) reservoirs, a booster station, and appurtenant facilities. The purpose of the Project is to fully design and subsequently construct a new 2 million-gallon (MG) reservoir to meet the service, fire-flow and storage needs of the community.

B. PROJECT DESCRIPTION

Professional structural and engineering design services shall include services necessary to prepare final design plans, specifications and estimates, including, but not limited to: preliminary engineering and studies; design and construction survey; utility coordination, protection, installation and relocation; development of typical sections, grading plans, existing property lines, cross sections with flow line elevations, pavement design, identification of removal items, quantity estimates, pavement details and elevation tables, and final engineering for the preparation of final documents for bidding (plans, specifications and engineer's estimates).

The Project is located within the unincorporated community of Oak Hills on a 1.62-acre parcel located at 6535 Oak Hill Road (APN 0357-621-65) and minimally includes, but is not limited to the following improvements:

1. Construction of a new 2-MG reservoir (120 feet in diameter).
2. Construction of a new 16-foot-wide asphalt access road and a retaining wall.
3. Construction of a new stormwater/overflow detention basin.
4. Addition of new pipelines and corresponding easements.
5. Addition of power pole(s), electrical lines, and corresponding overhead easement.
6. Construction of a new 30-foot by 30-foot equipment building.
7. Construction of new property fencing and access gate(s).

The Project includes grading for the installation and operation of an additional 2-MG 28-foot-tall steel reservoir (120-foot-diameter) and a 30-foot by 30-foot building. The 1.62-acre Project site consists of vacant property located adjacent to existing water tanks and booster station. The existing pumps on the property would not be upgraded or modified as part of this Project. The existing pumps are adequate to supply water to the proposed new storage tank.

Through separate contracts, the Department has completed right-of-way and property acquisitions with CEQA exemption, a draft Preliminary Design Technical Memorandum (Exhibit E), Final Geotechnical Investigation Report (Exhibit F), and Final IS/MND (Exhibit D). Consultant shall be responsible for reviewing, updating (if applicable) and implementing these reports and information into the design of the Project.

C. CONSULTANT SERVICES AND DELIVERABLES

The Consultant shall perform, coordinate, and manage the completion of tasks described in this scope of services and monitor costs and completion schedule. Consultant may, and is encouraged to, modify the scope of services outlined below in their proposal in order to more effectively respond to this RFP. The scope of services described herein is not intended to be comprehensive nor exclusive; it is merely set forth as a general outline of the work that is expected. However, any other tasks/reports or studies the proposers identify as necessary to adequately support the project should be listed as optional tasks and costs and shall include adequate justification for their need and necessity.

The Consultant shall submit plans at 35%, 65%, and 95% completions and specifications at 65% and 95% for District review. All final surveys, studies, calculations, designs, reports, maps, legal descriptions, plans, specifications, and estimates shall include all original documents with seals and wet-signed signatures by registered professional land surveyors, engineers, or architects licensed in the State of California. Structural calculations and plans shall bear the State of California Registered Structural Engineer registration seal with the signature, license number and registration certificate expiration date of the design engineer and independent design check engineer. ***All deliverables shall be clearly marked as being fully checked, and the preparation of the material follows the quality control plan established for the work. All deliverables shall be signed by the Quality Assurance Officer.***

The Consultant shall, at no additional cost to the District, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings that are covered subsequent to the completion of the plan checking process. The Consultant will directly submit Plans to the utilities for review of conflicts.

**Professional Structural and Engineering
Design Services for
CSA 70J Reservoir 3A Site Expansion**

The Consultant shall provide clear, concise, and complete AutoCAD 2020 plans. The final drawings are to be considered to be the property of the District at all times and shall be submitted to the District as full size electronic CAD files, upon completion or as otherwise directed by the District. Cross sections are considered necessary to accurately design the improvements and establish the earthwork volumes and extent of construction. The cut and fill quantities shall be computer generated and shall be included with the cross sections. The cross sections shall be provided to the District at the same time as the final plans, which will both be part of the approved final plans.

The Consultant will perform services customarily and typically rendered in the field of Professional Engineering, Design and Structural Services to accomplish all necessary work including the following tasks, but not limited to:

C.1 Project Management

The Consultant shall adequately staff the project to deliver a high-quality project on time and within budget. The Consultant's PM/PE shall be a registered Professional Civil Engineer licensed in the State of California with a minimum of ten (10) years of experience in similar projects after obtaining registration. The PM/PE shall have the responsibility and authority to act on behalf of the Consultant, have the overall responsibility for directing the project team during the development and execution of this project, have the responsibility to deliver a quality project on time and within budget. The PM/PE shall maintain communication with the Department staff and document the progress and decisions made during the entire project. This involves all aspects of project management including financial performance, schedule, and quality control.

- a. Project Management
- b. Field Reviews
- c. Meetings
- d. Project Schedules
- e. Invoicing
- f. Quality Assurance/Quality Control

Deliverables:

1. Meeting Minutes
2. Written summaries of telephone coordination as appropriate
3. Monthly Progress Reports, Project Schedule, and Invoicing
4. Plans, technical specifications, opinion of probable construction costs, reports, quantity calculations, etc. shall be subject to signature by Quality Assurance Officer.

C.2 Structural and Civil Engineering Plans and Specifications

Consultant shall prepare 35%, 65%, 95% and final plans and compile 65%, 95% and final specifications and special provisions to prepare required specifications for the project.

Deliverables:

1. 11"x17" PDF Plans
2. One (1) set of full-size Plans
3. One (1) set of 11"x17" Plans along with the previous check prints
4. Structural Calculations
5. Bid Quantities and Opinion of Probable Construction Costs
6. Draft and Final Specifications

**Professional Structural and Engineering
Design Services for
CSA 70J Reservoir 3A Site Expansion**

C.3 Utilities

The Consultant will perform all utility coordination, including but not limited to, utility notices, research, obtain utility atlases from purveyors, notice to owners, potholing and coordinating installations and relocations with utility purveyors. All correspondence with utility owners will be on consultant letterhead and consultant will be responsible for all costs associated with the acquisition of utility atlases.

- a. The Consultant shall coordinate with all potentially affected utility companies within the project limits to ensure that all existing facilities, both underground and overhead, are identified accurately and depicted on design plans. The Consultant shall coordinate efforts with utility agencies, to the extent needed, to prepare the PS&E package.
- b. The results of this coordination shall be a final database of utility records indicating utility owner, type and size of utility, drawing numbers, and other relevant information. Consultant shall also prepare a final base utilities map of the project area showing locations of all existing utilities.
- c. The Consultant shall perform utility potholing (optional service) to confirm that the location and depth of affected utilities are correctly identified for final design and to avoid conflicts during construction. For bidding purposes, consultant shall assume 10 potholes. Dig Alert shall be contacted to mark utility alignment in the field prior to any subsurface activity.
- d. The Consultant shall submit report listing all of the information obtained during potholing of existing utilities. The pothole information shall be shown on a map in plan and profile views. The report shall list the impact on the 35% design and later design phases for the project. The Consultant shall indicate all utility work on the plans and in the specifications. The Consultant shall also provide copies of the plans in digital format if requested by the utilities.
- e. The Consultant shall address any utility conflicts by modifying the design of the improvements or designing any required utility relocations if the relocation is not covered by a franchise agreement. The design for any utility installation or relocation shall conform to the standards of the utility owner. If utility relocations are necessary for the project, the Consultant shall also be responsible for coordinating all relocations that can be completed prior to construction.

Deliverables:

1. Utility Database and Base Map
2. Potholing Report(s) (Optional)
3. Utility Plan/Exhibits

C.4 Design Survey

The Consultant shall provide all necessary design survey submittals which shall be stamped and signed by a Professional Land Surveyor licensed in the State of California. These tasks include, but are not limited to:

- a. Conduct survey related research based on the project specifications.
- b. Provide topographic, boundary and control surveys as needed.
- c. Analysis and determination of property boundaries, road alignments, and right-of-way in relation to transportation, drainage and other projects.
- d. Install temporary and/or permanent control monumentation for the purposes of construction surveys, monument preservation, establishment of road alignments, right of way, or property lines as needed.
- e. Provide survey data in an AutoCAD Civil 3D format, and datum as specified by the District.
- f. Conduct monument preservation surveys (Corner Records and/or Records of Survey) as directed by the District.

Deliverables:

1. AutoCAD Civil 3D files
2. Survey Field Notes
3. Digital photos of found survey monuments
4. Corner Record
5. Record of Survey

C.5 Permits (Optional Task)

Preparation of all required applications and documentation to submit for necessary regulatory agency permits to allow for geotechnical investigation at the site.

Deliverables:

1. Permit Applications and Documentation

C.6 Right of Way Engineering (Optional Task)

- a. The Consultant shall prepare and provide an AutoCAD and GIS right-of-way base map. The Consultant shall perform all right-of-way research required to create the base map, and a copy of said research shall be made available for review by the District by way of an electronic research folder containing a pdf copy of all documents and maps used to determine existing rights-of-way, offers of dedications, utility and other easements, Assessor Parcel numbers, and record property owners for each parcel. The AutoCAD and GIS right-of-way file shall contain a specific and separate layer identifying the exact location and boundary of all existing rights-of-way, offers of dedications, and utility and other easements, along with a note providing the exact document and/or map from which this information was gathered.

The Consultant shall also add to the AutoCAD and GIS right-of-way base map all proposed rights-of-way, temporary construction easements, and permits to enter.

The Consultant shall submit the right-of-way base map and the research files to the District at each of the 35%, 65%, and the 95% review submittals. District will review the right-of-way base map upon each submittal and direct changes if necessary.

- b. The Consultant shall prepare and provide legal descriptions and plats for all property acquisitions and temporary construction easements, which shall be stamped and signed by a Land Surveyor licensed in the State of California. The Consultant shall also provide plats for all permits to enter.

The Consultant shall submit the stamped and signed legal descriptions and plats for all the proposed property acquisitions and temporary construction easements, along with the plats for all permits to enter, to the District at the same time as the right-of-way base map 65% review submittal. District will review all documents and plats, and direct changes if necessary.

- c. At 95% review submittal, and prior to right-of-way certification if applicable, the District shall have its final review and approval of all deliverables.
- d. Consultant shall provide all necessary services in accordance with Federal "Uniform Act" and State requirements, including, but not limited to, preparation of legal descriptions, plats, easement documents.

Deliverables:

1. AutoCAD right-of-way base map
2. PDF Copy of all research documents and maps – 8.5x11 for docs and 11x17 for maps
3. Original stamped and signed legal descriptions and plats

C.7 Geological/Geotechnical Investigation and Reports (Optional Task)

Consultant is responsible for reviewing Final Geotechnical Investigation Report (Exhibit F) and incorporating report recommendations. Should Consultant's design of the Project require additional geotechnical studies and/or updates to Exhibit F, Consultant will be responsible executing additional geotechnical studies and/or updates.

Deliverables:

1. Additional and/or updated geotechnical investigation report

C.8 Advertising/Bidding Support (Optional Task)

Proposer shall include all tasks necessary during the advertising/bidding phase of the project, including, but not limited to:

- a. Copies of Drawings and Contracts Documents – The District will have copies of the design drawings and Contract Specifications reproduced for advertising purposes.
- b. Pre-bid Meeting – The Consultant shall attend the pre-bid meeting.
- c. Questions and Addenda During Advertising – The Consultant shall answer questions regarding the technical provisions, the design drawings, or conflicts in the design during the bidding process and pre-construction meeting. The Consultant shall assist the District, **at no charge**, in preparation of Addenda regarding omissions or conflicts in the design.

Deliverables:

1. Attend Pre-Bid Meeting
2. Answers to Questions During Advertising

C.9 Construction Support (Optional Task)

Proposer shall include all tasks necessary during the construction phase of the project, including, but not limited to:

- a. Meetings – The Consultant shall attend the pre-construction meeting and informational meetings with stakeholders.
- b. Questions during Construction and Requests for Information (RFIs) – The Consultant shall answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the construction and assist the District in issuing Change Orders (COs) regarding omissions or conflicts in the design, at no charge to the District. The Consultant shall provide responses to RFIs, as requested by the District.
- c. Contractor Submittals – The Consultant shall review Contractor submittals, including shop drawings, as requested by the District.
- d. Plan Revisions – The Consultant shall prepare plan revisions requested by the District, to accompany change orders, etc.
- e. Record Drawings – The Consultant shall incorporate all redline comments prepared by the Contractor and Project Inspector on the signed design Plans. The Record Drawings shall be provided to the District and approved prior to the release of the final progress payment. The Consultant shall also provide electronic Record Drawings in AutoCAD format and Specifications in Microsoft Word to the District.

- f. Owner of Project Documents – The District will be the owner of all original drawings, documents, and digital information. All digital and/or computer-generated drawings shall be the property of the District and two (2) copies on a CD-RW disk shall be submitted to the District.

Deliverables:

1. Meetings
2. Answers to RFIs
3. Review Contractor Submittals
4. Plan Revisions
5. Record Drawings
6. Project Documents

C.10 Construction Survey/Staking (Optional Task)

The Consultant shall provide all necessary construction survey for the project, including but not limited to:

- a. Conduct survey related research based on the project specifications.
- b. Provide topographic, boundary and control surveys as needed to supplement the design survey.
- c. Analysis and determination of property boundaries, road alignments, and right-of-way in relation to transportation, drainage and other projects.
- d. Install temporary and/or permanent control monumentation for the purposes of construction surveys, monument preservation, establishment of road alignments, right of way, or property lines as needed.
- e. Provide survey data in an AutoCAD Civil 3D format, and datum as specified by the District.
- f. Conduct monument preservation surveys (Corner Records and/or Records of Survey) as directed by the District.
- g. Establish final centerline and right of way monuments positions. All property corners found and of record, prior to construction shall be located or established for the purposes of re-establishing the position at the design right of way limit.
- h. Provide construction staking and quality control surveys.
- i. Provide construction survey within 48 hours' notice from the District.

Deliverables:

1. AutoCAD Civil 3D files
2. Survey Field Notes
3. Digital photos of found survey monuments
4. Corner Record
5. Record of Survey

C. ADDITIONAL REQUIREMENTS

Consultants must have a valid State of California Professional Engineer license in the Project Manager's or Project Engineer's (PM/PE) own name(s) (proof of valid licenses must be submitted with the proposal). Subconsultants must be appropriately licensed as applicable in their field of expertise. Proposers and their subconsultants must maintain valid applicable licenses during the entire term of the resulting agreement and any time work is being performed pursuant to a contract with the District.

VI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a Proposal for consideration. Submission of a Proposal indicates that the Proposer has read and understands the entire RFP, including all appendixes, attachments, exhibits, schedules, and addenda (as applicable) and that all concerns regarding the RFP have been resolved.

2. Proposals must be received by the designated date and time. **All proposers must register with the ePro system prior to the date and time to receive the proposal or they will be disqualified. Late or incomplete proposals will not be accepted.** System-related issues in ePro shall be directed to the Purchasing Department at (909) 387-2060. For procurement questions involving ePro, please contact the RFP Contact identified in Section I, Paragraph A - Purpose.
3. The Proposer acknowledges that its electronic signature is legally binding. Submittals in ePro will be opened from the system's encrypted lock box after the deadline and evaluated as stated in this RFP.
4. Proposals must be submitted in an electronic format (thumb drive), by mail or in person to the RFP Contact and will be time/date stamped when received. Proposals may also be submitted digitally through ePro; the digital copy uploaded therein shall meet the digital requirement. Proposals can be withdrawn at any time prior to the scheduled Deadline for Proposals.

Hand carried Proposals may be delivered to the RFP Contact between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

5. **If the proposal is submitted through ePro only, the Proposer shall not include Attachment E, "Fee Proposal Sheet(s)", as part of Proposer's ePro submittal, but instead shall 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. Attachment E must be received (in a sealed envelope) on or before the Deadline for Proposals. Failure to comply with this requirement shall disqualify the Proposer.**
6. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP.
7. Proposals must be completed in all respects as required in this section. A Proposal may not be considered if it is conditional or incomplete.

B. Proposal Format

Responses to this RFP must be in the form of a Proposal package, which must be submitted in the following format:

1. Presentation

Submit all hard copies of the Proposal on 8 ½ x 11 or 11 x 17 paper. Each page of the proposal, including attachments, must be clearly and consecutively numbered.

2. Cover Page

Use Attachment A as the cover page.

This form must be fully completed and signed by an authorized officer of the Proposer.

3. Table of Contents

All pages of the Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

4. Statement of Certification

Include the following on Attachment B:

- a. A statement that the offer made in the Proposal is firm and binding for nine (9) months from the Deadline for Proposals.
- b. A statement that all aspects of the Proposal, including cost, have been determined independently, without consultation with any other Proposer (competitor) for the purpose of restricting competition.
- c. A statement that all declarations in the Proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the District to pursue any remedy by law.
- d. A statement that the Proposer agrees that all aspects of the RFP and the Proposal submitted shall be binding if the Proposal is selected and a Contract awarded.
- e. A statement that the Proposer agrees to provide the District with any other information the District determines is necessary for an accurate determination of the Proposer's ability to perform the Services as proposed.
- f. A statement that the Proposer, if selected will comply with all applicable rules, laws and regulations.
- g. A statement that the Proposer has reviewed the RFP and General Contract Terms in their entirety and have no exceptions to any requirements, terms, or conditions, except as noted in Attachment H.

5. Statement of Experience and Qualifications

Include the following in this section of the Proposal:

- a. Business name of the Proposer and type of legal entity such as corporation, partnership, etc. If Proposer is a business entity that must be registered with the California Secretary of State, Proposer shall provide the District the entity number assigned to it by the Secretary of State.
- b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.
- c. Statement that the Proposer does not have any commitments or potential commitments that may impact the Proposer's ability to perform the Contract, if awarded.

6. Licenses, Permits, and/or Certifications

Provide copies of all licenses, permits and/or certifications in Attachment C as required under Section

X. TERMS AND CONDITIONS Paragraph A, 21. The Consultant's Project Manager (PM) shall be a registered Professional Engineer licensed in the State of California.

The Services requested under this RFP include "public works" and "maintenance" services as defined in the California Labor Code. Under Labor Code section 1725.5 Consultant must be registered with the Department of Industrial Relations (DIR) at the time Consultant submits a Proposal. Include Consultant's DIR registration number on Attachment C and the DIR registration number of all subcontractors who may be performing "public works" and "maintenance" Services if a Contract is awarded to Proposer.

7. Reserved

8. Project Team Organization Chart

Provide an organization chart illustrating the project team, and clearly show the organization of the team and the hierarchy of the members. It must include:

- a. Organizational framework for the proposed project team.
- b. Company name and staff name for each role identified in the chart.
- c. Resumes of key personnel, including qualifications, education and project experience

9. Proposal Description

The Proposal should include the following:

- a. A brief synopsis of the Proposer's understanding of the District's needs and how the Proposer plans to meet them.
- b. A detailed statement of the proposed Services.
- c. An explanation of any assumptions or constraints.

10. Work Plan and Schedule

Include the following:

- a. Summary of management/work plan for this Project.
- b. Project schedule

11. Certification Regarding Debarment or Suspension

Complete Attachment D.

12. Cost

Complete proposed pricing on Attachment E and submit via mail or in person, 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. Attachment E must be received (in separate sealed envelope) on or before the Deadline for Proposals. Failure to comply with this requirement shall disqualify the Proposer.

13. References

Provide three (3) references from other entities, preferably public agencies, of same or similar size as the District, with whom you have established a contract on a project of this nature. Provide Contact Name, Address, Phone Number, Email Address, and dates Services were provided on Attachment F.

14. Former District/County Officials

Complete Attachment G.

15. Exceptions to RFP

Complete Attachment H.

16. Public Records Act Exemptions

Complete Attachment I – Public Records Act Exemptions if applicable.

17. Indemnification and Insurance Requirements Affidavit

Submit evidence of ability to insure as stated in Section X, Paragraph B – Indemnification and Insurance Requirements. Proposer must complete and submit Attachment J – Indemnification and Insurance Requirements Affidavit, and ensure the form is complete, including the signature from Proposer's insurance broker/agent.

18. Conflict of Interest

Complete Attachment L – Conflict of Interest and Political Reform Act Obligations.

19. Political Contributions

Complete Attachment M – Senate Bill 1439 Proposer Information Report

VII. EVALUATION

Proposals will be subject to an Initial Review to confirm responsiveness, by determining whether each Proposal includes the stipulated content, required certifications or licensing, etc., and is presented in the required format, in order for the Proposal to advance for evaluation. Any reasonable person reviewing for responsiveness must be able to ascertain that the Proposal meets these requirements.

The evaluation process includes the following categories, and may include additional specific criteria. Likewise, the listed considerations are possible considerations, and may not be the only factors involved in the evaluation.

A. QUALIFICATIONS AND EXPERIENCE

Weight: 35%

Considerations: Proposer background and reputation, qualifications of the project team, experience with local approval agencies, experience with publicly bid projects, experience with similar services and entities.

B. TECHNICAL REVIEW

Weight: 35%

Considerations: Statement of understanding of the District's needs, work plan, scheduling, technical specifications and functionality, quality control, training, adequacy of support staff and subcontractors, risk management, and value-added aspects.

C. DEMONSTRATED COMPETENCE OF PROPOSAL

Weight: 20%

Considerations: Completeness and thoroughness of the overall proposal in clear and concise manner. Communication of direct or indirect services and their application to the items in this RFP.

D. REFERENCES

Weight: 10%

Considerations: Satisfactory performance of similar work, demonstrated knowledge and expertise, work product, quality of interactions, capability of assigned team members, likelihood of continued use, etc.

The District may, at its sole discretion, create a shortlist of Proposals for further evaluation; require an oral interview, presentation, or demonstration; and utilize outside experts to assist in the evaluation process.

The District will establish an evaluation panel with responsibility for reviewing all Proposals and conducting the qualifications evaluation. A Facilitator will manage the integrity of the qualifications evaluation process and will not be a voting member of the evaluation panel. An initial meeting will be scheduled and held with the evaluation panel members, wherein the Facilitator will distribute all relevant documents to the evaluators including the RFP, evaluation worksheets for each Proposal, and written evaluation instructions.

After the initial meeting, evaluators will independently review and score the Proposals. The evaluation panel will then convene again to discuss the individual scores to resolve questions and to discuss the basis for individual scores, but not for the evaluators to agree upon scoring. At the end of this discussion, each evaluator will be given an option to revise his/her scores.

Evaluators will make independent determinations for scores, including review and understanding of any additional information obtained by the group discussion. In the event a score is revised, the evaluator will strike out the original score, document the new score, and provide comments to support the revision.

If clarifying information is needed at any point, the Facilitator will contact Proposer(s) to obtain the necessary information. The Facilitator will then provide the information to the evaluation panel electronically or verbally, as appropriate.

If the qualifications evaluation process includes components such as oral interviews, product demonstration, and/or site visits, the Facilitator will coordinate those with evaluators. Individual scoring and any subsequent evaluation panel meetings with respect to such components must be conducted.

Once all scorings are finalized and documented, the Facilitator will collect individual evaluation worksheets to create a final qualifications evaluation scoring worksheet and rank the proposals first, second, third, etc.

Following the qualifications evaluation and ranking of the proposals, the Facilitator will open all fee proposals. The ranking of the proposals will not be altered once the fee proposals have been opened. However, the fee proposals will be used during negotiations with the selected Proposer(s).

VIII. NEGOTIATIONS AND NOTICE OF INTENT TO AWARD

The District may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

A. Contract Negotiation

After selection, negotiations may be conducted with the Proposer(s) of the highest-ranked Proposal(s). Negotiations, if held, shall be within the scope of work in the request for Proposals.

If the contract negotiations take place in San Bernardino County, California, the Proposer will be responsible for its travel and per diem expenses of its personnel.

B. Failure to Negotiate

If the selected Proposer:

1. Fails to provide the information required to begin negotiations in a timely manner; or
2. Fails to negotiate in good faith; or
3. Indicates it cannot perform the Contract within the budgeted funds available for the services; or
4. If the Proposer and the District, after a good faith effort, simply cannot come to terms;

Then the District may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest ranked Proposer.

C. Notice of Intent to Award (NOIA) – Proposer Notification of Selection

After the completion of Contract negotiations a written or electronic Notice of Intent to Award (NOIA) and denial letters (or a copy of the NOIA) will be issued to all Proposers. The issuance date of the NOIA is the date the NOIA was delivered by email or into the care of the United States Postal Service for delivery to the Proposer.

D. Reserved

E. Award

A Contract will be awarded based on a competitive selection of Proposals received. The contents of the Proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a Contract may result in cancellation of the award.

IX. APPEAL AND AWARD

In the event a dispute arises concerning the Proposal process prior to the award of the Contract, the Proposer raising the dispute shall submit a request for resolution in writing to the Purchasing Agent. Proposer may appeal the recommended award or denial of award (Protest), provided the Protest:

1. Is submitted in writing.
2. Is submitted within ten (10) calendar days of the issuance date of the NOIA.

A Protest can only be brought on the following grounds:

1. Failure of the District to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. Violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. Violation of State or Federal law.

Protests will not be accepted for any other reasons than those stated above. All Protests must be sent to:

Pete Mendoza, Interim Director
San Bernardino County
Purchasing Department
777 E. Rialto Avenue
San Bernardino, CA 92415-0760

Upon receipt of the formal Protest, the Purchasing Agent, or his/her designee, will attempt to resolve the Protest. A Protest shall be disallowed when, in the judgment of the Purchasing Agent it has been submitted:

(1) as a delay tactic; (2) for the purpose of posturing the Proposer advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

The Purchasing Agent shall make a decision concerning the appeal, and notify the Proposer submitting the Protest, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract. The decision of the Purchasing Agent shall be deemed final.

Alternatively, at the Purchasing Agent's discretion, an Appeal Panel consisting of five (5) members appointed by the Purchasing Agent shall hear the Protest. The Proposer will be provided reasonable notice of the time, date and location of the hearing. In the event that a protesting Proposer does not appear at the Protest hearing as scheduled, the Protest will be disallowed.

The hearing is informal, in that it is not subject to the strict rules of evidence or procedure, and live witnesses, if any, will not be sworn. All relevant evidence is admissible, including hearsay. It will be up to the Appeal Panel members to consider the credibility of the evidence and the weight to give it.

The Panel will determine by at least three (3) affirmative votes: 1) whether the Protest was submitted timely; 2) whether the Protest is based on at least one of the three designated grounds identified above; and 3) whether the grounds on which the Protest are based have been substantiated.

If any of the grounds are determined to be valid, the Panel will also decide if the valid portion of the Protest has so tainted the RFP process that it is unfair to the Proposer or whether the valid grounds for the Protest are in the nature of harmless error and that the RFP process was fair to the Proposer. The Panel will not re-evaluate the Proposals.

The Purchasing Agent shall notify the Proposer making the Protest of the decision, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract. The decision of the Appeal Panel shall be deemed final. If the Contract must be approved by the Board, after receiving a decision from the Purchasing Agent or Appeal Panel, the Proposer may then present its Protest to the Clerk of the Board of Supervisors for the Board's review and decision. The Proposer must file its written Protest with the Clerk of the Board or provide a verbal Protest (typically limited to three minutes) prior to the Board making a decision on the Contract. Any decision of the Board shall be deemed final.

A Proposer protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest", the Proposer has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this Proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Proposer under this RFP. Upon exhaustion of this remedy no additional recourse is available.

X. TERMS AND CONDITIONS

The selected Proposer will be required to enter into a formal Contract with the District. This RFP sets forth some of the general provisions which will be included in the final Contract. In submitting a response to this RFP, Proposer will be deemed to have agreed to each clause unless the Proposal identifies an objection and District agrees to a change of language in writing. All objections to any Terms and Conditions must be listed on Attachment H – Exceptions to RFP, or any exception thereto shall be waived.

A. General

1. 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 District.

2. Contract Exclusivity

This is not an exclusive Contract. The District reserves the right to enter into a Contract with other Contractors for the same or similar Services. The District 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.

3. 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 the Indemnification and Insurance Requirements.

4. 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; (b) do not use legal or illegal substances in any manner which will impact their ability to provide services to the District; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the District 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 District, Contractor shall provide the results of the background check of each individual to the District. 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 District's hiring criteria, in District's sole discretion, shall not be assigned to work on District property or Services, and District shall have the right, at its sole option, to refuse access to any Contract personnel to any District facility.

5. Change of Address

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

6. Choice of Law

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

7. Compliance with District Policy

In performing the Services and while at any District facilities, Consultant personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the District 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 District; and (d) abide by all laws applicable to the District facilities and the provision of the Services, and all additions and modifications to each of subsections (b), (c), and (d) (collectively, "District Policies"). District 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 District facility, electronic posting, or other means generally used by District to disseminate such information to its employees or contractors. Consultant shall be

responsible for the promulgation and distribution of District Policies to Consultant personnel to the extent necessary and appropriate.

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

8. 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.

9. District Primary Point of Contact

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

10. District Representative

The Department of Public Works – Special Districts Director or his/her designee shall represent the District 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, on behalf of the District, then the Board of Supervisors must approve all amendments to this Contract.

11. Damage to District Property

Consultant shall repair, or cause to be repaired, at its own cost, all damage to District vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Consultant or employees or agents of the Consultant. 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 District may make any necessary repairs. For such repairs, the Consultant, shall repay all costs incurred by the District, by cash payment upon demand or District may deduct such costs from any amounts due to the Consultant from the District, as determined at District's sole discretion.

12. Debarment and Suspension

The Consultant certifies that neither it nor its principals or subcontractors is presently disbarred, 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 certifies 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.

13. 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, Consultant agrees that the Consultant and the Consultant's employees, while performing service for the District, on District property, or while using District equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

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- b. 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. 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.

Consultant shall inform all employees that are performing service for the District on District property, or using District equipment, of the District'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 District.

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

14. 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.

15. 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 VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and District laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

16. Environmental Requirements

In accordance with District Policy 11-08, the District 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 District 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 District whenever practicable.

To assist the District in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Consultant must be able to annually report the District's environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the District, utilizing a District approved form.

17. Improper Influence

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

18. 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 District in an attempt to secure favorable treatment regarding this Contract.

The District, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the District 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 District 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 to the District Administrative Office. In the event of a termination under this provision, the District is entitled to pursue any available legal remedies.

19. Informal Dispute Resolution

In the event the District 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.

20. 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.

21. Licenses, Permits, and/or Certifications

Consultant shall ensure that it has all necessary licenses, permits and/or certifications required by 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 District immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and certifications may result in immediate termination of this Contract.

Consultants must have a valid State of California Professional Engineer license in the Project Manager's or Project Engineer's (PM/PE) own name.

22. Material Misstatement/Misrepresentation

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

23. 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".

24. 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 District 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.

25. 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.

26. 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 District upon payment for services (and product, if applicable). All such items shall be delivered to District at the completion of work under the Contract. Unless otherwise directed by District, Consultant may retain copies of such items.

27. Participation Clause

The District desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino District requiring the same services provided herein may at their option and through the District Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Consultant agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

- a. Such governmental body does not have and will not have in force any other contract for like purchases.
- b. Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Consultant. The District will not be liable for any such purchase made between the Consultant and another governmental body who avails themselves of this contract.

28. 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.

29. 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. 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 District. Any provision of this Contract that may appear to give the District any right to direct the Consultant concerning the details of performing the services/Scope of Work, or to exercise any control over such performance,

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~~_____ shall mean only that the Consultant shall follow the direction of the District concerning the end results of the performance.~~

30. Release of Information

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

31. Strict Performance

Failure by a party to insist upon the strict 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.

32. Subcontracting

Consultant agrees not to enter into any subcontracting Contracts for work contemplated under the Contract without first obtaining written approval from the District. Any subcontractor shall be subject to the same terms and conditions as Consultant. Consultant shall be fully responsible for the performance and payments of any subcontractor's contract.

Consultant shall obtain District's written consent, which District 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 District. At District'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 District, resumes of proposed subcontractor personnel. Consultant shall remain directly responsible to District for its subcontractors and shall indemnify District for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph B of this Section X. All approved subcontractors shall be subject to the provision of this contract applicable to Consultant Personnel, including removal pursuant to subsection A.5 of this Section X.

For any subcontractor, Consultant shall:

- 34.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 34.2 Ensure that the subcontractor follows District's reporting formats and procedures as specified by District.
- 34.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Articles B. Consultant Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, District 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 District.

33. 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 District, 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 District 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 District.

34. Termination for Convenience

The District reserves the right to terminate the Contract, for any reason, 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 District and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

35. Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

36. Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino District, 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 District, 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 District, San Bernardino District.

37. Successors and Assigns

This Contract shall be binding upon District and Consultant and their respective successors and assigns.

Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Consultant without the prior written consent and approval of District.

Death or Incapacity: If the Consultant transacts business as an individual, his/her death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he/she nor his/her estate shall have any further right to perform hereunder, and District shall pay him/her or his/her estate the compensation payable under Article F, Fiscal Provisions, for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by District by reason of such termination. If there be more than one Consultant and any one of them die or become incapacitated and the others continue to render the services covered herein, District will make payment to those continuing as though there had been no such death or incapacity and District will not be obliged to take any account of the person who died or became incapacitated or to make any payments to such person or his estate. The provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Consultant herein, and if death or incapacity befalls the last one of such group before this Contract is fully performed, then the rights shall be as if there had been only one Consultant.

38. Copyright

District 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 District 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 District. Copies of all educational and training

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materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with the District prior to publication.

39. Artwork, Proofs and Negatives

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the District. These items must be returned to the District within ten (10) calendar days, upon written notification to the Consultant. In the event Consultant fails to return the documents, the District 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.

40. Fiscal Provisions

- a. The maximum amount of reimbursement/payment under this Contract shall be subject to availability of funds to the District. 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.
- b. Consultant shall provide District itemized monthly invoices, in arrears, and in a format acceptable to the District for Services performed under this Contract within twenty (20) days of the end of the previous month. The District shall make payment to Consultant within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.
- c. Consultant shall accept all payments from District via electronic fund 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 District required to process EFT payments.
- d. District 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 District shall only pay for any State or local sales or use taxes on the Services rendered or equipment and/or parts supplied to the District pursuant to the Contract.
- e. Costs for Services under the terms of this Contract shall be incurred during the Contract period except as approved by District. Consultant shall not use current year funds to pay prior or future year obligations.

41. Prevailing Wage Laws

By its execution of this Contract, Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Exhibits A and B, which are attached and incorporated by reference, for additional

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information regarding Prevailing Wage Laws. Consultant shall comply with all applicable terms and conditions in Exhibit A and the applicable general prevailing wage determinations in Exhibit B.

42. Errors, Omissions and/or Conflicts

Consultant shall be responsible for the integrity of all design and research studies prepared or approved by the Consultant and should District suffer damages due to errors, omissions, and/or conflicts within such documents, the Consultant shall be responsible to District for costs of all such damages.

43. Reserved

44. 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 District. Consultant shall make a reasonable effort to prevent officers, employees, subcontractors, 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 District determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the District 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.

Consultant acknowledges and agrees that it will not submit a bid, or enter into an agreement with a third party, for the construction of the Project. Consultant agrees not to affiliate with, or receive financial consideration from, any third party in connection with this Project, except as specifically authorized under this Contract.

Consultant understands per the attached Conflict of Interest and Political Reform Act Obligations (Attachment L) that the Department of Public Works- Special Districts Director has determined Consultant meets Disclosure Determination number 1 and that disclosure is not required.

45. 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>). By submitting a bid or proposal, Proposer represents that it is not a target of Economic Sanctions. Should it be determined Proposer is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Proposer's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the District.

46. California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor 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

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same meanings as set forth at Civil Code section 1798.140. Contractor must contact the District immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the District, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the District unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the District any notice provided by a consumer to Contractor 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. Contractor must immediately notify the District if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

47. Political Contributions

Contractor has disclosed to the District using a District approved form, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or District 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 Contractor's proposal to the District, or (2) 12 months before the date this Contract was approved by the Board of Supervisors or Purchasing Department. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or District elected officer for 12 months after the District's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the District a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or District 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 Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

B. Indemnification and Insurance Requirements

1. Indemnification

Consultant shall defend and indemnify the District and County for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant. This Agreement 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 District County.

Any reference to "District" in this Section refers to County Service Area 70 J Oak Hills. Any reference to "County" in this Section refers to San Bernardino County.

Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the District and its officers, employees, agents and volunteers as additional insureds 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 District to vicarious liability but shall allow coverage for the District 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.

Waiver of Subrogation Rights

The Consultant shall require the carriers of the required coverages to waive all rights of subrogation against the District, 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 District.

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 District.

Severability of Interests

Consultant agrees to ensure that 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 District or between the District and any other insured or additional insured under the policy.

Proof of Coverage

Consultant shall furnish Certificates of Insurance to the District 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, 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.

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".

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.

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 District 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 District will be promptly reimbursed by the Consultant or District payments to the Consultant(s)/Applicant(s) will be reduced to pay for District purchased insurance.

Insurance Review

Insurance requirements are subject to periodic review by the District. 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 interest of the District. In addition, if 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 these 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 District, inflation, or any other item reasonably related to the District'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.

Any failure, actual or alleged, on the part of the District 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 District.

2. Insurance Specifications

Consultant agrees to provide insurance set forth in accordance with the requirements herein. If 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:

Workers' Compensation/Employers 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 two hundred fifty-thousand-dollar (\$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 District 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 District's Director of Risk Management.

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

Commercial/General Liability Insurance

Consultant shall carry General Liability Insurance covering all operations performed by or on behalf of 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

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 Consultant is transporting one or more non-employee passengers in performance of 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 Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

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.

Professional Services Requirements

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

or

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

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the District.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start 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.

Cyber Liability Insurance

Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved District entities and cover breach response cost as well as regulatory fines and penalties.

C. Right to Monitor and Audit

1. Right to Monitor

The County, State and Federal governments shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have the 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 District in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by the District. Consultant shall repay to District within thirty (30) days of receipt of audit findings any reimbursements made by District to Consultant that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.

2. 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 Contract.

All records relating to the Consultant's personnel, Contractors, Subcontractors, Service/Scope of Work and expenses pertaining to this Contract shall be kept in 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.

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

D. Correction of Performance Deficiencies

1. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level of performance under this Contract, Consultant shall notify the District within one (1) working day, in writing and by telephone.
2. 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.
3. Consultant's Primary Contact and District Representative shall attempt in good faith to promptly resolve any dispute, controversy or claim arising out of this Contract. If these representatives are unable to resolve a dispute, controversy or claim with ten (10) days after the initial request for a meeting, then the dispute shall be submitted to an executive-level performance review.

If the Primary Contact and District Representative are not successful in resolving the dispute, negotiations shall be conducted by the Chief Executive Officer, or designee, and the highest level executive for Consultant. If these representatives are unable to resolve the dispute within ten (10) days after the representatives have commenced negotiations, or 20 days have passed since the initial request for negotiations at this level, the Parties may agree in writing to submit the dispute to mediation.

4. In the event of a non-cured breach, District 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 District;
 - b. Withhold funds pending duration of the breach;
 - c. Discontinue reimbursement to Consultant for and during the period in which Consultant is in breach, which reimbursement shall not be entitled to later recovery;
 - d. Offset against any monies billed by Consultant but yet unpaid by the District;
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Consultant. In the event of such termination, the District may proceed with the work in any manner deemed proper by the District. The cost to the District 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.

5. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

ATTACHMENT A – COVER PAGE

Use this checklist to ensure that all items requested have been included.
Providing only these items does not constitute a complete proposal;
see Section VI. PROPOSAL SUBMISSION in its entirety for details.

Items Completed		Page (s)
1.	Attachment A – Cover Page (Required)	
2.	Attachment B – Statement of Certification (Required)	
3.	Attachment C – Licenses, Permits, and/or Certifications (Required)	
4.	Attachment D – Certification Regarding Debarment or Suspension; California Secretary of State Business Entity Registration (Required)	
5.	Attachment E – Fee Proposal Sheet (Required in a separate sealed envelope)	
6.	Attachment F – References (Required)	
7.	Attachment G – Employment of Former County Officials (Required)	
8.	Attachment H – Exceptions to RFP (Required)	
9.	Attachment I – Public Records Act Exemptions (Required)	
10.	Attachment J – Indemnification and Insurance Requirements Affidavit (Required)	
	Attachment K – Reserved	
11.	Attachment L – Conflict of Interest and Political Reform Act Obligations	
13.	Attachment M – Senate Bill 1439 Proposer Information Report (Required)	

Proposer Name: _____

Address: _____

Telephone No: _____

Email Address: _____

Federal Tax ID No: _____

RFP Contact Name: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

By signing below, the individual acknowledges that he/she has the authority to bind the Proposer to the terms of the Proposal. The individual further acknowledges that he/she has read and understands the RFP, the contents of the Proposal and the Attachments, and attests to the accuracy of the information submitted therein.

Signature of Authorized Representative: _____

Date: _____

**ATTACHMENT B
STATEMENT OF CERTIFICATION**

The following statements are incorporated in our response to the District.

	Statement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	The offer made in the Proposal is firm and binding for nine (9) months from the date the Proposal is opened.		
2.	All aspects of the Proposal, including cost, have been determined independently, without consultation with any other Proposer or competitor for the purpose of restricting competition.		
3.	All declarations in the Proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the District to pursue any remedy by law.		
4.	Proposer agrees that all aspects of the RFP and the Proposal submitted shall be binding if the Proposal is selected and a Contract awarded.		
5.	Proposer agrees to provide the District with any other information the District determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed.		
6.	Proposer, if selected will comply with all applicable rules, laws and regulations.		
7.	The RFP has been reviewed in its entirety and Proposer has no exceptions to any requirements, terms, or conditions, except as noted in Attachment H.		

[illegible]

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION; CALIFORNIA SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

In compliance with contracts and grants Contracts applicable under the U.S. Federal Awards Program, the following certification is required by all Proposers submitting a response to this RFP:

1. The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).
2. The Proposer certifies, to the best of its knowledge and belief, that neither any subcontractor listed in its Proposal, nor subcontractor's Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).
3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
4. The Proposer shall provide immediate written notice to the Purchasing Agent if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changes in circumstances.
5. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to the District, the District may terminate the Contract resulting from this RFP for default.
6. Proposer affirms that neither it, nor any subcontractor listed in the Proposal, has any record of recent unsatisfactory performance with the District during the past twenty-four (24) months at a minimum.
7. Proposer also certifies that if it or any of the subcontractors listed in the Proposal 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.

ATTACHMENT E – FEE PROPOSAL SHEET(S)

Based on the criteria outlined in Section VI, paragraph B.12, a comprehensive fee proposal shall be submitted. The fee proposal shall be composed in a line item or task specific format for clarity and evaluation.

Provide one (1) copy of Attachment E - "Fee Proposal Sheet(s)" with **schedule of work items on a task-by-task basis, including consultant staff names, classification and rates with a not to exceed amount.** A company or consultant fee schedule shall also be included with the Fee Proposal. The fee schedule should include per hour fees, mileage costs and standard reimbursable expense costs for customary and standard work. Fee proposals shall be submitted via mail or in person in a sealed envelope, marked "Fee Proposal" 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. Attachment E must be received on or before the Deadline for Proposals. Failure to comply with this requirement shall disqualify the Proposer.

ATTACHMENT F - REFERENCES

Name of Agency	Contact Name/Address	Phone Number Email Address	Dates services provided (from/through*)

Provide a minimum of three (3) customer references Proposer has contracted with, providing the same service as requested in this RFP.

*Enter "**Present**" if still providing the services (Example: 10/08/13 - present).

[illegible]

ATTACHMENT H – EXCEPTIONS TO RFP

CONSULTANT NAME _____

ADDRESS _____

TELEPHONE# () _____ FAX # () _____

I have reviewed the RFP in its entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

ATTACHMENT I – PUBLIC RECORDS ACT EXEMPTIONS

PROPOSER NAME _____

ADDRESS _____

TELEPHONE# () _____ FAX # () _____

Proposer requests that specific portions of the contents of this Proposal be held confidential and not subject to public disclosure pursuant to the Public Records Act. The specific portions are detailed below: (Please identify and list your exemptions by indicating the Section or Paragraph number, and Page number, of the Proposal where the content is contained.) **Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that does not meet the requirements of this section will not be considered.**

ATTACHMENT J - INDEMNIFICATION AND INSURANCE REQUIREMENTS AFFIDAVIT

THE PROPOSER'S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM
AND
THE PROPOSER MUST SUBMIT THIS COMPLETED AFFIDAVIT WITH THE PROPOSAL.

I, the undersigned (Please check one box) ☐ underwriter ☐ agent/broker, certify that I and the Proposer listed below have jointly reviewed the "Insurance Requirements" in this Request for Proposal (RFP). If the County Service Area 70 J Oakhills ("District") awards the Proposer the Contract for this project, I will be able—within fourteen (14) calendar days after the Proposer is notified of the Contract's award—to furnish the District with all the required, insurance certificate(s) and endorsement(s) as specified in Section X, Paragraph B. Indemnification and Insurance Requirements.

_____ Insurance Broker / Agency Name		_____ Date	
_____ Insurance Broker's / Agent's Name (Printed)		_____ Insurance Broker's / Agent's Name (signature)	
_____ Address	_____ City	_____ State	_____ Zip Code
_____ Telephone Number	_____ FAX Number	_____ Email Address	

Proposer's Name

District RFP Name and Number

Below State the Name of Insurance Company Providing Coverage:

DO NOT write "Will Provide," "To Be Determined," "When required," or similar phrases.

_____ Commercial General Liability	_____ Automobile Liability
_____ Workers' Compensation Liability	_____ Professional Liability
_____ Pollution Liability	_____ Cyber Liability
_____ Sexual Abuse Liability	

[NOTE TO PROPOSER: See Section X, Paragraph B. Indemnification and Insurance Requirements, for details on the basic requirements and types of insurance for this agreement.]

NOTE TO THE UNDERWRITER / AGENT-BROKER: If the insurance forms that the Proposer submits to the District do not fully comply with the Insurance Requirements, and/or if the Proposer fails to submit the forms within the 14-day time limit, the District may: (1) declare the Proposer's Proposal non-responsive, and (2) award the Contract to the next highest ranked Proposer.

If you have any questions about the Insurance Requirements, please contact San Bernardino County - Risk Management Department via e-mail Insurance.Questions@rm.sbcounty.gov (Please provide name of RFP with your email question(s)).

ATTACHMENT K

Reserved

ATTACHMENT L

CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

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.

During the term of this Contract Consultant shall not act a Consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the County. Consultant shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way, any matter coming before the County in which the Consultant has a financial interest as defined in Government Code section 87103. Consultant represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the County.

“Consultant” means an individual who, pursuant to a contract with a state or local agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the County to enter into, modify, or renew a contract provided it is the type of contract that requires County approval;
5. Grant County approval to a contract that requires County approval and to which the County is a party, or to the specifications for such a contract;
6. Grant County approval to a plan, design, report, study, or similar item;
7. Adopt, or grant County approval of, policies, standards, or guidelines for the County, or for any subdivision thereof; or

(B) Serves in a staff capacity with the County and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the County that would otherwise be performed by an individual holding a position specified in the County's Conflict of Interest Code.

DISCLOSURE DETERMINATION:

- ☒ 1. Consultant will not be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above. No disclosure required.
- ☐ 2. Consultant will be “making a government decision” or “serving in a staff capacity” as defined in either Section A or B above. As a result, Consultant shall be required to file a Statement of Economic Interest with the Clerk of the Board of Supervisors in a timely manner as required by law.



Attachment M Senate Bill 1439 Proposer Information Report

PROPOSAL INFORMATION

Request for Proposal Title: _____

Request for Proposal Number: _____

DEFINITIONS

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with 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; 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 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-subsidary 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.

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

1. Name of Entity/Individual submitting a proposal: _____
2. 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:
3. Name of agent:

Company Name	Agent(s)

4. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the proposed 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/agreement with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):

5. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
Yes ☐ No ☐
6. 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 on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-4?

No ☐ If **no**, please skip Question No. 7 and sign and date this form.

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

7. 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/County elected officers to whom anyone listed made campaign contributions.

By signing the Proposal, Proposer certifies that the statements made herein are true and correct. The Proposer understands that the individuals and entities listed in Question Nos. 1-4 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officers while this matter is pending and for 12 months after a final decision by the County.

EXHIBIT A

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Consultant shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Consultant, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Consultant or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Consultant shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Consultant or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Consultant.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a Consultant or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a Consultant and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a Consultant on the project shall be returned to the County. The Consultant shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

a. Pursuant to California Labor Code section 1776, the Consultant and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Consultant or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Consultant on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;

- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
 - iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Consultant, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Consultant;
 - iv. The Consultant shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
 - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Consultant or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Consultant shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Consultant shall have ten (10) days from receipt of the written notice specifying in what respects the Consultant must comply with the above requirements. In the event Consultant does not comply with the requirements of this section within the ten (10) day period, the Consultant shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Consultant.
- 6. Limits on Hours of Work:**
Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Consultant or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Consultant or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.
- 7. Penalty for Excess Hours:**
The Consultant shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Consultant or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Consultant is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.
- 8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:**
- a. Consultant shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
 - i. No Consultant or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
 - ii. No Consultant or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
 - iii. This project is subject to compliance monitoring and enforcement by the DIR.

- iv. As required by the DIR, Consultant is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The County reserves the right to require Consultant and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
 - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.
- b. Labor Code section 1725.5 states the following:
- "A Consultant shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "Consultant" includes a subcontractor as defined by Section 1722.1.
- (a) To qualify for registration under this section, a Consultant shall do all of the following:
- (1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.
- (B) Beginning June 1, 2019, a Consultant may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.
- (2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:
- (A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the Consultant employs to perform work that is subject to prevailing wage requirements other than a Consultant who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.
- (B) If applicable, the Consultant is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.
- (C) The Consultant does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the Consultant shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the Consultant has secured the payment of any amount eventually found due through a bond or other appropriate means.
- (D) The Consultant is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.
- (E) The Consultant has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a Consultant is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

**Professional Structural and Engineering
Design Services for
CSA 70J Reservoir 3A Site Expansion**

-
- (i) The Consultant has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.
- (ii) The Consultant pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (c) A Consultant who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the Consultant may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.
- (d) If, after a body awarding a contract accepts the Consultant's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:
- (1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.
- (2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the Consultant and any subcontractors are registered under this section or are replaced by a Consultant or subcontractors who are registered under this section.
- (3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).
- (e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed. *
- (f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."
- c. Labor Code section 1771.1 states the following:
- "(a) A Consultant or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered Consultant to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Consultant is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- (b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the Consultant or subcontractor's current registration to perform public work pursuant to Section 1725.5.
- (c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:
- (1) The subcontractor is registered prior to the bid opening.
- (2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the Consultant, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any Consultant or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Consultant, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a Consultant or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the Consultant or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works Consultant or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works Consultant or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works Consultant or subcontractor pursuant to paragraph (1). A higher tiered public works Consultant or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a Consultant or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Consultant or the unregistered subcontractor on all public works until the unregistered Consultant or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the Consultant or subcontractor by either of the following methods:

(A) Manual delivery of the order to the Consultant or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the Consultant or subcontractor at the address on file with either of the following:

(i) The Contractors' State License Board.

- (j) The Secretary of State.
- (3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered Consultant or subcontractor, by the unregistered Consultant or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.
- (k) Failure of a Consultant or subcontractor, owner, director, officer, or managing agent of the Consultant or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.
- (l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.
- (m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."
- d. Labor Code section 1771.4 states the following:
- "a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:
- (1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- (2) The awarding body shall post or require the prime Consultant to post job site notices, as prescribed by regulation.
- (3) Each Consultant and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:
- (A) At least monthly or more frequently if specified in the contract with the awarding body.
- (B) In a format prescribed by the Labor Commissioner.
- (4) If the Consultant or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered Consultant or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.
- (5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.
- (b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:
- (1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.
- (2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.
- (c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016."

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Consultant is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with "#" symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Consultant, subcontractor, vendor or consultant. Included in these requirements is (1) the Consultant's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140):
 - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
 - ii. The DAS-140 is a notification "announcement" of the Consultant's participation on a public works project—*it is not a request for the dispatch of an apprentice.*
 - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Consultant has workers employed on the public work.
 - iv. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.
 - v. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- b. Employ Registered Apprentices
 - i. Labor Code section 1777.5 requires that a Consultant performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Consultant's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
 - ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
 - iii. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
 - iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of

**Professional Structural and Engineering
Design Services for
CSA 70J Reservoir 3A Site Expansion**

apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.

- v. Consultant should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Consultant has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
- vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. **Make Training Fund Contributions**
 - i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
 - ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
 - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
 - iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
 - v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. When the Consultant holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Consultant. In other words, the Consultant performed the entire work from start to finish and worked alone.
 - ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
 - iii. When the Consultant has a direct contract with the Public Agency that is under \$30,000.
 - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
 - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Consultant from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
 - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member

contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

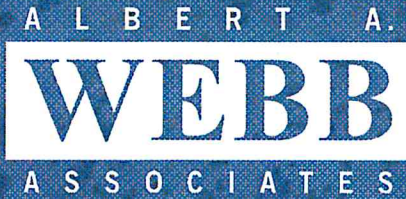
5. Consultant's Compliance:

- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Consultant. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

**EXHIBIT B
GENERAL PREVAILING WAGE DETERMINATIONS**

Available to download in ePro.

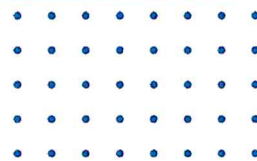
**ATTACHMENT D
CONSULTANT PROPOSAL**



Proposal to Provide Professional
Structural and Engineering
Design Services for

COUNTY SERVICE AREA 70J RESERVOIR 3A SITE EXPANSION

November 8, 2023



Prepared for:



Department of Public Works
Special Districts

CSA 70J Reservoir 3A Site Expansion

ATTACHMENT A – COVER PAGE

Use this checklist to ensure that all items requested have been included. Providing only these items does not constitute a complete proposal; see Section VI. PROPOSAL SUBMISSION in its entirety for details.

Items Completed		Page (s)
1.	Attachment A – Cover Page (Required)	X
2.	Attachment B – Statement of Certification (Required)	X
3.	Attachment C – Licenses, Permits, and/or Certifications (Required)	X
4.	Attachment D – Certification Regarding Debarment or Suspension; California Secretary of State Business Entity Registration (Required)	X
5.	Attachment E – Fee Proposal Sheet (Required in a separate sealed envelope)	X
6.	Attachment F – References (Required)	X
7.	Attachment G – Employment of Former County Officials (Required)	X
8.	Attachment H – Exceptions to RFP (Required)	X
9.	Attachment I – Public Records Act Exemptions (Required)	X
10.	Attachment J – Indemnification and Insurance Requirements Affidavit (Required)	X
	Attachment K – Reserved	X
11.	Attachment L – Conflict of Interest and Political Reform Act Obligations	X
13.	Attachment M – Senate Bill 1439 Proposer Information Report (Required)	X

Proposer Name: Albert A. Webb Associates

Address: 3788 McCray Street / Riverside, CA 92506

Telephone No: 951.686.1070

Email Address: info@webbassociates.com

Federal Tax ID No: 95-1723730

RFP Contact Name: Bruce Davis, PE

Name of Authorized Representative: Bruce Davis, PE

Title of Authorized Representative: Senior Vice President

By signing below, the individual acknowledges that he/she has the authority to bind the Proposer to the terms of the Proposal. The individual further acknowledges that he/she has read and understands the RFP, the contents of the Proposal and the Attachments, and attests to the accuracy of the information submitted therein.

Signature of Authorized Representative: _____

Date: November 8, 2023



November 8, 2023

Ellie Hargrove
San Bernardino County
Department of Public Works - Special Districts
222 W. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415

**RE: Request for Proposal No. SDD-038/SPD124-WATER-5044
Professional Structural and Engineering Design Services for County Service Area 70J
Reservoir 3A Site Expansion**

Dear Ms. Hargrove:

Enclosed is Albert A. Webb Associates' (WEBB) proposal for Reservoir 3A Site Expansion for San Bernardino County Special Districts (Special Districts). WEBB is excited to have the opportunity to collaborate with Special Districts toward providing cost effective engineering services. WEBB is confident we can tailor solutions to meet your needs on every aspect of this project.

Special Districts requires a responsive professional consulting firm who possesses the experience and resources needed to achieve the goals and objectives of Special Districts. WEBB has provided engineering services to public sector clients for more than 70 years and recognizes the importance of being close to our clients. WEBB would like to illustrate to Special Districts what makes us the absolute correct choice for your project:

- WEBB understands the requirements and scope to manage and complete final design for a 2-million-gallon reservoir storage tank and metal building for the Reservoir 3A Site Expansion project
- Highly experienced teams in steel water tank planning, design, and construction
- Successful completion of similar project designs by our project team
- Highly qualified project manager invested in providing Special Districts the highest quality work products to achieve your goals. Our project managers pride themselves on customer service through effective coordination and communication on all projects
- Resources available dedicated to meeting all Special Districts' needs
- References who appreciate WEBB and our efforts to meet their needs and provide efficient and effective services in a timely manner
- Creative ideas to perform the required services in a cost effective manner and reduce the time and effort required by Special Districts

As a Senior Vice President at WEBB and Principal-in-Charge of the project, I offer my personal commitment to provide San Bernardino County Special Districts the best resources and services available. If you have the need to talk to me at any time, either before or after your selection decision, please call me at 951.248.4235, or you can email me at bruce.davis@webbassociates.com.

Sincerely,

Bruce Davis, PE - Senior Vice President

bruce.davis@webbassociates.com P:
951-248-4235 | F: 951.788.1256

AMENDMENT NO. 1

Request for Proposal No. SDD-038 / SPD124-WATER-5044
Professional Structural and Engineering Design Services
For County Service Area 70J Reservoir 3A Site Expansion
Page Two of Two

ADD:

II. PROPOSAL TIMELINE

Release of RFP	September 25, 2023
Mandatory Proposal Conference	11:00 am, October 5, 2023
Deadline for Submission of Questions	2:00 pm, October 10, 2023
Deadline for Proposals	2:00 pm, October 23, 2023
Date for Tentative Contract Award	December 2023

Proposal Conference:

A mandatory in person or via Teams Proposal conference will be held:

Thursday, October 5, 2023, at 11:00 am

Solid Waste Management Conference Room B

San Bernardino County Department of Public Works – **Solid Waste Management Division**
222 W. Hospitality Lane, 2nd Floor

San Bernardino, CA 92415-0450

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 258 422 252 407

Passcode: H7bG53

[Download Teams](#) | [Join on the web](#)

[Learn More](#) | [Meeting options](#)

Attendance at the conference is mandatory. No Proposal will be accepted from any Proposer who fails to attend the Proposal conference.

Questions regarding the contents of this RFP must be submitted in writing on or before the Deadline for Submission of Questions and directed to the RFP Contact. All questions will be answered and both the question and answer will be posted as an Addendum to the RFP in ePro.

Ellie Hargrove

Digitally signed by Ellie Hargrove DN:
C=US,
E=ehargrove@dpw.sbcounty.gov,
O=Special Districts, CN=Ellie Hargrove
Date: 2023.10.02 14:02:01-0700'

Ellie Hargrove, Project Manager

San Bernardino County Department of Public Works – Special Districts

By my signature hereunder, I acknowledge receipt of Amendment No. 1 and I fully understand the intent and detail of Amendment No. 1, which I have considered in my preparation of the attached proposal.



Proposer's Signature

November 8, 2023

Date

NOTE: This page must be included with the proposal.

13. Page 12 Section C-6.b: Based on the information presented in the Technical Memorandum, it appears the new tank and building plus improvements should fit within the newly acquired property. Does the department anticipate additional property will need to be acquired as part of the project? What is the basis for this?

It is not anticipated that additional right-of-way will be required for this project; however, it is the consultant's responsibility to determine right-of-way and temporary construction easement needs for the project.

14. For task C.9 a. how many meetings should be assumed for this budget item?

Consultant should assume monthly meetings that correlate with Consultant's schedule.

15. For task C.6 b, how many legal descriptions and plat maps should be assumed for this budget item?

For bidding purposes, assume three (3).

16. For task C.4 d, how many permanent control monuments should be assumed to be set for this budget item?

For bidding purposes, assume three (3).

Ellie Hargrove

Digitally signed by Ellie Hargrove
DN: C=US,
E=ehargrove@dpw.sbcounty.gov,
O=Special Districts, CN=Ellie Hargrove
Date: 2023.10.16 11:36:08-07'00'

Ellie Hargrove, Project Manager

San Bernardino County Department of Public Works – Special Districts

By my signature hereunder, I acknowledge receipt of Amendment No. 2 and I fully understand the intent and detail of Amendment No. 2, which I have considered in my preparation of the attached proposal.



Proposer's Signature

November 8, 2023

Date

NOTE: This page must be included with the proposal.

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A. Statement of Certification

San Bernardino County
Department of Public Works
Special Districts

Request for Proposal
**Professional Structural and Engineering
Design Services for**

No. SDD-038 /
SPD124-WATER-5044
Page 37 of 60

CSA 70J Reservoir 3A Site Expansion

ATTACHMENT B STATEMENT OF CERTIFICATION

The following statements are incorporated in our response to the District.

	Statement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	The offer made in the Proposal is firm and binding for nine (9) months from the date the Proposal is opened.		
2.	All aspects of the Proposal, including cost, have been determined independently, without consultation with any other Proposer or competitor for the purpose of restricting competition.		
3.	All declarations in the Proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the District to pursue any remedy by law.		
4.	Proposer agrees that all aspects of the RFP and the Proposal submitted shall be binding if the Proposal is selected and a Contract awarded.		
5.	Proposer agrees to provide the District with any other information the District determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed.		
6.	Proposer, if selected will comply with all applicable rules, laws and regulations.		
7.	The RFP has been reviewed in its entirety and Proposer has no exceptions to any requirements, terms, or conditions, except as noted in Attachment H.		

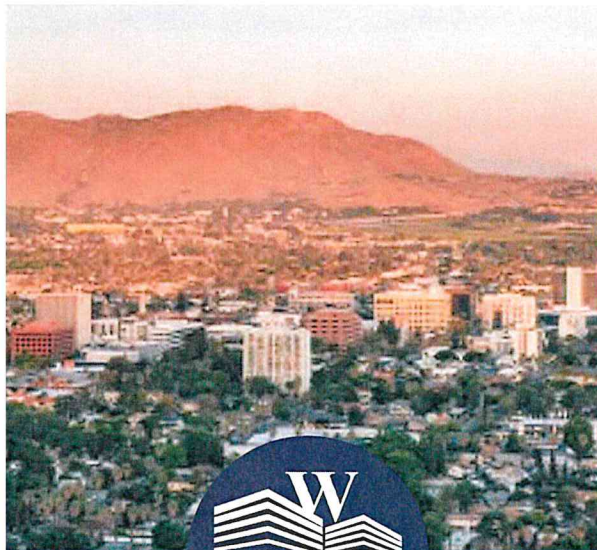
B. Statement of Experience and Qualifications

WEBB Overview

Albert A. Webb Associates (WEBB), *a California corporation*, has been a consistent provider of civil engineering services to public sector clients across the diverse landscape of California since its establishment in 1945. This longevity is a testament to our unwavering financial stability, as we have successfully navigated through various economic challenges over the decades. WEBB stands as a mid sized consulting firm, strategically equipped with offices in Riverside and Murrieta to optimally cater to the diverse needs of our valued clients.

WEBB is a comprehensive in-house professional services firm with extensive expertise serving public/private sector clients throughout Inland Southern California. This collective knowledge allows us to methodically address the unique requirements of cities, water and special districts, counties, regional agencies, and our collaborative partners within the industry. Our expansive service portfolio encompasses a wide spectrum of offerings designed to fulfill the objectives of our esteemed clients. These services encompass the entire project lifecycle, including project development, meticulous planning, innovative design, entitlement facilitation, securing funding, navigating complex permitting processes, adept construction management, and rigorous inspection procedures.

WEBB's enduring legacy, financial resilience, and strategically located offices, along with our robust team of experts, position us as the premier choice for public sector entities in California seeking comprehensive civil engineering services. We remain committed to delivering excellence in every facet of our work, ensuring the success of our clients' projects and the continued growth of our professional partnerships. *WEBB does not have any commitments or potential commitments that may impact our ability to perform the contract, if awarded.*



Corporate Headquarters

3788 McCray Street
Riverside, CA 92506
951.686.1070

Murrieta

41870 Kalmia Street #160
Murrieta, CA 92562

Our Services



Construction
Management &
Inspection



Water
Resources



Land Development
Planning &
Entitlement



Land Development
Engineering



Land Survey &
Mapping
Services



Traffic &
Transportation



Environmental
Services



Landscape
Architecture

For detailed information on our services, simply click on the corresponding icons for more insights or visit webbassociates.com/services.

Firm Specifics

1945

Founding Year

180

Number of Employees

60+

Professional Licenses

Project Experience

WEBB has been involved with the design, construction and rehabilitation of welded steel potable water storage tanks for public agencies for more than four decades. Our project manager, Siming Zhang, PE, and our QA/QC lead, Brad Sackett, PE, both have more than 20 years of experience on design, construction, seismic retrofits and refurbishment of welded steel tanks. Our Chief Design Engineer, Dave Algranti, PE, has more than 40 years of similar experience. Ricardo Perez, PE, has more than 20 years experience on the design of water infrastructure projects. Dave and Ricardo currently sit on the AWWA's National Tank committee, which is responsible for the AWWA D-100 standard used as the industry standard for welded steel potable water tanks. Our coating consultant, Pat Sweeney of CSI, has more than 30 years of experience in potable water tank coatings and regularly speaks at AWWA conferences on the subject. WEBB and CSI have been collaborating on tank design, coating, and refurbishment for more than 20 years. Currently, this same WEBB Team is working on the plans and specifications for the rehabilitation of five potable water tanks and the design of the Judson Tank on behalf of the Eastern Municipal Water District, and recently completed the College and Golden Tank projects for Golden State Water Company.

We have provided detailed project profiles for six recent tank projects and a list of tank design or rehabilitation projects we have completed for other public agencies.

Benedict Reservoir Refurbishment Project

Jurupa Community Services District

The District has two existing storage tanks for the 1200 Pressure Zone at the Benedict Tank site with capacities of 1.0 MG and 0.21 MG. The 1.0 MG tank is 86-FT diameter with a floor elevation of 1,180 FT, and a high-water elevation of 1,203-FT. The tanks are fed from the Armstrong Booster Station which is supplied by the 1100 Pressure Zone. This pump station has two 550 gpm pumps (one is for stand-by) with an emergency stand-by generator unit.

The 1200 Pressure Zone, one of seven pressure zones in the District, is located in the northeast portion of the District. Several recent developments not included in the 2005 Master Water Plan were factored into the pressure zone study, prepared by WEBB dated 7/6/2016, to study water demands, storage requirements, and pumping needs. The 2016 Study recommended replacing existing the 0.21 MG tank with a 0.81 MG tank to meet the ultimate water demand.

The design engineering services are for the demolition and salvaging of a 0.2 MG water tank and construction of a new 1.1 MG steel water storage tank, including the necessary site work, water main tie-in, foundations, structural support, coating, mechanical, electrical, control and instrumentation systems, and upgrades to the Armstrong Booster Station by adding a third unit. WEBB's services outlined in our detailed scope of work generally consisted of a Preliminary Design Report, Geotechnical Report, CEQA Documentation (ISMND), Design Drawings and Technical Specifications, electrical service, permitting, and Engineer's Estimate. WEBB supported the District through the bidding and construction process.

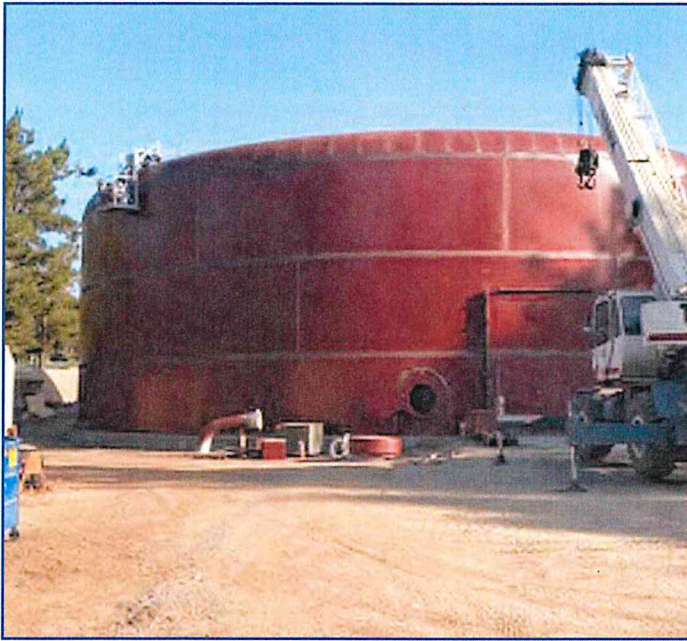


Client Contact:

Eddie Rhee, PE
Engineering Manager

Jurupa Community Services District
11201 Harrel Street
Jurupa Valley, CA 91752

951.685.7434 Ext. 118
erhee@jcsd.us



Golden and College Reservoirs Evaluation and Replacement

Golden State Water Company

Client Contact:
Long Thai, PE
Capital Program Engineer

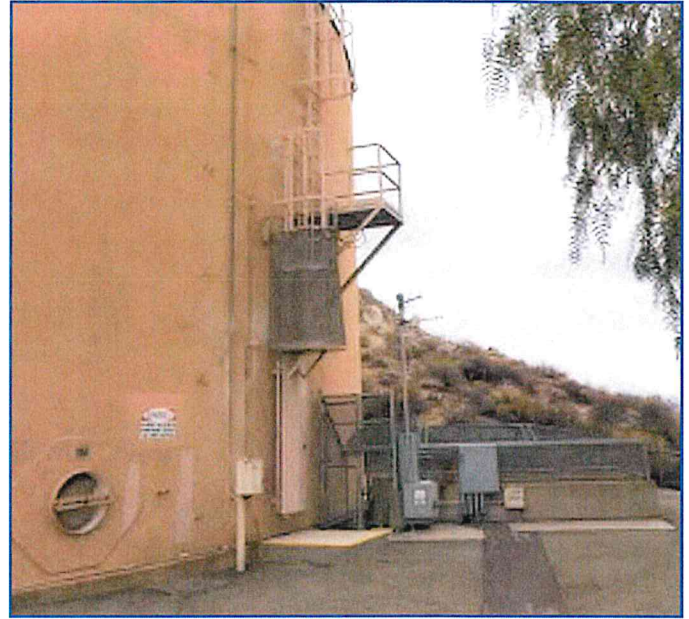
Golden State Water Company
2143 E. Convention Center Way,
Suite 110
Ontario, CA 91764

909.305.5427
long.thai@gswater.com

WEBB performed a condition assessment and field inspection for both the Golden and College concrete reservoirs. The tanks, built in the mid-sixties, were found to be deficient per today's seismic standards and both tanks were experiencing leak issues in the upper portion of the concrete tank walls and in the roofs. Prior retrofits had failed to correct the problems. The tanks were determined to be beyond their useful life and WEBB recommended replacement.

WEBB provided final design of the projects, bidding support, and construction management and inspection for both reservoirs. For the College Reservoir, the existing 1.0 MG rectangular concrete reservoir is the highest reservoir in the Yorba Linda System and serves the College Pressure Zone. The 53-year-old rectangular concrete tank is at the end of its useful life and is to be replaced with two 0.7 MG steel tanks that will serve the current operational and fire flow needs of the College Pressure Zone. The existing storage/chemical building is to remain. Landscaping will be done as the last phase of the project to screen the tank when the proposed trees mature.

For the Golden Project the existing 1.5 MG rectangular concrete reservoir is located in the Placentia System and serves the Placentia Pressure Zone. The 52-year-old rectangular concrete tank is at the end of its useful life and is to be replaced with a 1.5 MG steel tank that will serve operational and fire flow needs of the Placentia Pressure Zone. The existing rectangular concrete tank will be removed prior to construction of the new steel tank. The existing booster station (with three pumps of 75, 60, and 40 HP with flow of approximately 1,100, 1,100, and 700 gpm, altitude valve, MCC, and 12-inch Pressure Reducing Valve) will be relocated to the south portion of the Golden Plant Site. The site is already surrounded by a block wall and therefore no landscaping within the site is anticipated.



Rehabilitation of Five Tanks

Eastern Municipal Water District

Client Contact:
Edward Serna, Jr., PE
Principal Civil Engineer

Eastern Municipal Water District
2270 Trumble Road
Perris, CA 92572

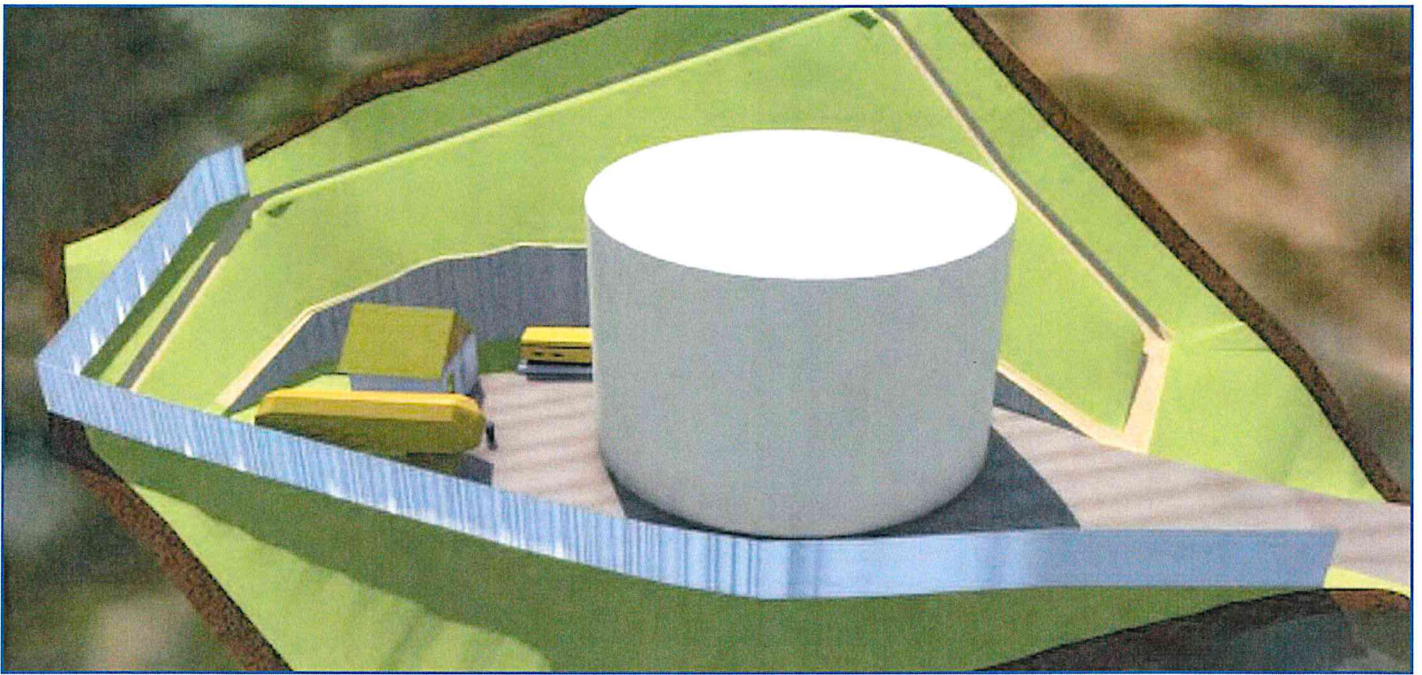
951.928.3777
sernae@emwd.org

WEBB is providing design engineering services for the Eastern Municipal Water District (EMWD) rehabilitation of five existing potable water tanks in their system; Menifee Village Tank, Moreno Beach Tank, Mountain View Tank, Oleander Tank, and Soboba 2 Tank. Four of the tanks are welded steel and the Soboba 2 Tank is a bolted steel tank. EMWD has provided an inspection report and dive report for each tank showing various items in need of rehabilitation and repair.

The rehabilitation work includes replacing the interior and exterior coatings, addressing any corrosion issues on structural members by replacement/repair, installing new corrosion systems, and replacing miscellaneous appurtenances identified in the inspections. As part of the rehabilitation of each tank, other improvements are proposed to improve the safety of the tanks such as installing perimeter safety railing, perimeter roof air vents, roof hatch safety railing, and installing outside stairs.

The corrosion damage to the tanks themselves will be repaired/replaced in kind so tanks will meet the same structural standards in place at the time of original tank construction. For new items, such as the outside stairs, these will be designed per current OSHA codes and structural design standards and codes.

Re-coating the tanks is a critical aspect of the proposed work. WEBB is teaming with CSI Services on this critical aspect of the project. CSI Services has unparalleled experience in coating requirements and inspections. The WEBB Team will also contact the approved coating manufacturers to confirm the product designation currently available within the SCAQMD jurisdiction are listed in the specifications. The WEBB Team is also providing replacement specifications for the District's Coating Specifications 09875, 09876, and 09878, and providing any additional customized coating specifications as needed for the projects.



Spyglass Reservoir Feasibility Study

Lake Arrowhead Community Services District

Client Contact:

Aida Hercules-Dodaro, PE, PMP,
QSD-P
District Engineer

Lake Arrowhead Community
Services District
P.O. Box 700
Lake Arrowhead, CA 92352

909.336.7155
ahercules@lakearrowheadcsd.com

The objectives of the project are to design and construct a 0.4MG pre-stressed concrete tank at the existing Spyglass Tank site and stabilize the slope behind the tank and pump station building. WEBB provided the civil and mechanical design for the project and led a team of experienced sub-consultants that includes Kleinfelder, Inc. for structural design of the tank, Ninyo and Moore for geotechnical investigation, and Design West Engineering for electrical and SCADA design.

The WEBB Team prepared detailed plans and specifications for demolition, civil, mechanical, structural, and electrical/SCADA systems required for the project. The ultimate project specifications included required information for the connections, shoring required, slope repair and stabilization, temporary facilities needed during construction to maintain water operations to surrounding residences, access restrictions, and other critical items the contractor must implement as part of the construction project.

The existing site consists of a 0.30MG (nominal capacity) welded steel potable water storage tank, the Spyglass Pump Station, and hydropneumatic tank. The tank was constructed in 1972, is 40-FT in diameter and has a 30-FT high shell. There is a grade ring and no concrete foundation. The tank is located at 26215 Spyglass Drive, Lake Arrowhead. The site is on a hillside surrounded by single family residences.

The access road is narrow and steep and may limit large equipment access. Similar conditions were present for the Mittry Tank construction. That contractor had to coordinate with all the local residences, especially when concrete was delivered, to ensure safe access for both the construction team and the local

residences. Details for coordination were provided in the specifications for this issue.



Mittry Concrete Tank

Lake Arrowhead Community Services District

Client Contact
Scott Schroder
Engineering Manager

Lake Arrowhead Community Services District
43460 Ridge Park Drive, Suite 220
Temecula, CA 92590

909.336.7155
sschroder@lakearrowheadcsd.com

WEBB designed a 3.2 MG pre-stressed concrete tank for the Lake Arrowhead Community Services District (LACSD). The design included civil, mechanical, electrical, and tank details to construct the tank and connect it into the distribution system. LACSD had two existing welded steel tanks on the existing Mittry Tank site which did not meet current seismic design standards and needed to be recoated and relined due to failures of the existing coating system. WEBB performed an economic analysis and determined replacement with a 3.2 MG concrete tank provided the best value per gallon stored versus recoating and seismic retrofitting of the existing tanks. The project team was able to maximize the storage capacity on the existing site by incorporating the steep backslope into the wall of the concrete tank meeting critical fireflow and operational storage needs of LACSD. The tank was squeezed in between vacation cabins and mature pine trees on LACSD's existing tank site. The concrete tank is the tallest pre-stressed concrete tank constructed to date in the State of California. WEBB supported the construction of the Mittry Tank for submittal reviews, addressing RFI's, providing specialty concrete inspections, and engineering support throughout the entire construction project.

WEBB worked hand-in-hand with the general contractor, Schuler Engineering, pre-stressing sub-contractor DYK, and LACSD's Operations and Engineering Team throughout the construction phase.



Trussel Plant Water Facility

Golden State Water Company

Client Contact:
Kirk Phillips
Capital Program Manager

Golden State Water Company
2143 E. Convention Center Way,
Suite 110
Ontario, CA 91764

909.937.0111
kirk.phillips@gswater.com

For this project, the WEBB Team provided design and engineering support services during construction for the Golden State Water Company's (GSWC) Trussel Plant, which is a new water facility located at 3141 Trussel Way in Sacramento.

The specific facilities included in this project are:

- Equipping design of a recently drilled 1,000 gallon per minute (GPM) potable groundwater well with disinfection facility
- Design of a new 0.4 million gallon (MG) welded steel reservoir
- Design of a new 3,000 GPM BPS equipped with three -1,000 GPM pumping units

The potable groundwater well will pump directly into the 0.4 MG reservoir which will provide suction water to the 3,000 GPM booster pump station. WEBB is performing the following scope:

- Project management and coordination with GSWC and the Sacramento County Department of Planning and Environmental Review as it pertains to meeting the Conditions of Use Permit
- Preliminary and Final Design
- Coordination with the electrical utility company to obtain a new electrical service for the proposed improvements
- Preparing Engineer's Estimate of Probable Construction Costs

WATER RESERVOIR EXPERIENCE *(Partial List)*

Material	Volume (MG)	Project	Client	Comments
Concrete	1.0 MG & 1.5 MG	Evaluation of Golden & College	GSWC	Seismic and Structural Evaluation
Concrete	11.8 MG	Sunnyslope Tank	JCSD	New Pre-Stressed Concrete Tank
Concrete	15.0 MG x 3	Lindsay Tank	JCSD	Included Concrete vs Steel Evaluation
Concrete	3.2 MG	Mittry	LACSD	Tallest Pre-stressed Concrete Tank in CA
Concrete	0.5 MG	Arlington Desalter Reservoir	WMWD	Concrete Poured in Place Reservoir
Steel	3.0 MG	Charter Oaks	City of Covina	Seismic and Structural Evaluation
Steel	1.0 MG	CSA 122 Mesa Verde	County of Riverside EDA	Clearwell for Treatment Plant
Steel	5.6 MG	Longview	EMWD	Part of Vista/Ellis Improvements
Steel	1.0 MG	El Nido	WMWD	Convert Existing to Recycled Water
Steel	5.0 MG x 5	Beverly Hills Tanks 3A, 4B, 5, 6, & 7	City of Beverly Hills	Seismic and Structural Evaluation
Steel	1.0 MG	Rancho La Merced	City of Covina	Tank Evaluation and Replacement
Steel	3.0 MG	Evaluation	City of Covina	Tank Evaluation and Replacement
Steel	2.3 MG	Clearwell No.2 Treatment Plant	CLAWA	New Clearwell for Plant
Steel	5.0 MG x 2	Crestline Tanks	CLAWA	Analysis and Reservoir Refurbishment
Steel	2.0 MG	Strawberry Tank	CLAWA	Analysis and Reservoir Refurbishment
Steel	0.4 MG	New Barn Steel Replacement	CLAWA	Tank Replacement per Analysis
Steel	1.0 MG	Pincrest Reservoir	CVWD	New Replacement Tank
Steel	0.18	Old Mill Tank	CVWD	Initial Re-coating Refurbishment
Steel	0.70	Old Mill Tank (New)	CVWD	Tank Replacement Based Upon Engineering Analysis
Steel	0.34	Saxon Tank	CVWD	Seismic Upgrade and Retrofit
Steel	1.20	Lakeview Tank	CVWD	Seismic Upgrade and Retrofit
Steel	0.40	Barn Tank	CVWD	Tank Replacement Based Upon Engineering Analysis
Steel	1.00	New Chamois Tank	CVWD	Tank Replacement Based Upon Engineering Analysis
Steel	0.34	Chillon Tank	CVWD	Seismic Upgrade and Retrofit
Steel	0.4 MG	Zurich II & III	CVWD	Tank Evaluation and Replacement
Steel	0.7 MG	Mill Reservoir	CVWD	New Replacement Tank
Steel	1.8 MG	MV2060 (Judson)	EMWD	PDR for Future Tank
Steel	2.0 MG	La Laguna Tanks	EVMWD	Series of four Reservoirs
Steel	1.0 MG x 4	Calipatria Tanks	GSWC	New Reservoir
Steel	Varies	Evaluation and Analysis	GSWC	Seismic and Structural Evaluation
Steel	6.0 MG	Mira Loma	JCSD	Seismic Upgrade and Retrofit
Steel	0.21 MG	Benedict Reservoir	JCSD	Expansion Joint and Refurbishment
Steel	2.3 MG	North Shore Reservoir	LACSD	New Reservoir
Steel	Varies	Analysis of Various Reservoirs	LACSD	Evaluation of 14 Reservoirs
Steel	1.5 MG	Curtis Development	Newhall County WD	New Reservoir
Steel	3.0 MG	Northlake Development	Newhall County WD	New Reservoir
Steel	1.5 MG	Bellegrave Reservoir	SARWC	Tank Retrofit and Upgrades
Steel	2.7 MG	Hidden Valley	WMWD	New Reservoir
Steel	4.0 MG	Harley John	WMWD	Tank Replacement
Steel	5.0 MG	Lock Wood	WMWD	New Reservoir
Steel	7.0 MG and 6.7 MG	Markham I & II Tanks	WMWD	New Reservoir
Steel	10.0 MG	La Sierra Tank	WMWD	New Reservoir
Steel	12.5 MG	Orangecrest Reservoir	WMWD	New Reservoir
Steel	1.0 MG	El Nido	WMWD	New Reservoir
Steel	5.0 MG	Luirn	WMWD	Refurbish/Recoat

C. Licenses, Permits, and/or Certifications

San Bernardino County
Department of Public Works
Special Districts

Request for Proposal
**Professional Structural and Engineering
Design Services for
CSA 70J Reservoir 3A Site Expansion**

No. SDD-038 /
SPD124-WATER-5044
Page 38 of 60

ATTACHMENT C

LICENSES, PERMITS, and/or CERTIFICATIONS

TYPE (ie: License, Permit, Certifications)

EXPIRATION

Include DIR Registration No. of Consultant and Subcontractors

Albert A. Webb Associates 1000006209	Expires 06/30/2025
Bruce Davis, PE C 47200	Expires 12/31/2023
Bradley Sackett, PE C65862	Expires 12/31/2023
David Algranti, PE C 26817	Expires 03/31/2025
Siming Zhang, PE C 60156	Expires 06/30/2024
Ricardo Perez, PE C 86483	Expires 03/31/2025
Elizabeth Xiong, PE C 94706	Expires 06/30/2025
CSI Services 1000010187	Expires 06/30/2025
Converse Consultants 1000001465	Expires 06/30/2026
SKM Engineering PW-LR-1000976725	Expires 06/30/2026
Kleinfelder 1000001733	Expires 06/30/2025
Underground Solutions 1000007851	Expires 06/30/2024

BUSINESS TAX CERTIFICATE

This certificate is issued for revenue purposes and does not constitute a permit to operate a business. The expiration date of this certificate is due no later than 60 days prior to the date of the holder's responsibility to maintain a current certificate while doing business in the City.

BUSINESS FIDELITY BOND
BUE*4F+1<
CATION R IDE -A 9250L J73
BUSINESS OWNERSHIP ALBE EBB
RTA W

WE ASSOCIATES CIVIL ENGINEERS
378 BB A A Y ST
RIVERSIDE 92506-2973



City Arts & Innovation

3900 Main Street
Riverside, CA 92522
(951) 826-5465
FAX (951) 826-2356

License No.: 0005751
Expiration Date: December 31, 2024
Business Type: ENGINEERING,
ARCHITECTURAL SVC
NAICS: Engineering Services

TO BE POSTED IN A CONSPICUOUS PLACE AT BUSINESS LOCATION

NOT TRANSFERABLE

STATE OF CALIFORNIA
JICA
BOARD OF PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
253S CAPITOL OAKS DRIVE, SUITE 300
SACRAMENTO, CA 95833-2944
(916) 999-3600 Toll Free: (866) 780-S370
www.bpelsg.ca.gov



CERTIFICATE NO.

CIVIL ENGINEER

C 47200

EXPIRATION

12/31/25

BRUCE A61EN DAVIS

sWSm7 De

RIVERSIDE CA 92506

RECEIPT NO.

00760845

Signature

BRADLEY ALLEN SACKETT, P.E.



BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

ISSUANCE DATE
AUGUST 21, 2023
EXPIRATION DATE
DECEMBER 31, 2024
CURRENT DATE / TIME
APRIL 15, 2024
2:41:52 PM

LICENSING DETAILS FOR: 65862

NAME: SACKETT, BRADLEY ALAN
LICENSE TYPE: CIVIL ENGINEER
LICENSE STATUS: CLEAR

ADDRESS
4700 VICTORIA WAY
REVEREND, CALIFORNIA
REVEREND COUNTY
94568

Reference: California Department of Consumer Affairs

<https://search.dca.ca.gov/details/7500/C/65862/fb03bf62db0c889a5d0751fa80581ef2>



BOARD

Professional Engi

LICENSE TYPE

Civil Engineer

LICENSE NUMBER

Search

BUSINESS NAME

Business

FIRST NAME

bradley

LAST NAME

sackett



ADVANCED SEARCH

RESULTS 1

SEARCH FILTERS

BOARD BUSINESS

Professional Engineers, Land Surveyors and Geologists Search For



SACKETT, BRADLEY ALAN

LICENSE NUMBER: 65862 LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR EXPIRATION DATE: DECEMBER 31, 2024

SECONDARY STATUS: N/A

CITY AND ZIP CODE: STATE: CALIFORNIA COUNTY: REVEREND ZIP: 94568

ALBERT A. WEBB ASSOCIATES

Project	Project Number	Project Name	Project Location	Project Status
Project Name	1000000000	1000000000	1000000000	1000000000
State	1000000000	1000000000	1000000000	1000000000
ESTIMATOR	1000000000	1000000000	1000000000	1000000000
Project Type	1000000000	1000000000	1000000000	1000000000
Working Address	1000000000	1000000000	1000000000	1000000000
County	1000000000	1000000000	1000000000	1000000000
City	1000000000	1000000000	1000000000	1000000000
Zip	1000000000	1000000000	1000000000	1000000000
Phone	1000000000	1000000000	1000000000	1000000000

DBA

1000000000

1000000000

COATING SPECIALISTS AND INSPECTION SERVICES, INC.

Project	Project Number	Project Name	Project Location	Project Status
Project Name	1000000000	1000000000	1000000000	1000000000
State	1000000000	1000000000	1000000000	1000000000
ESTIMATOR	1000000000	1000000000	1000000000	1000000000
Project Type	1000000000	1000000000	1000000000	1000000000
Working Address	1000000000	1000000000	1000000000	1000000000
County	1000000000	1000000000	1000000000	1000000000
City	1000000000	1000000000	1000000000	1000000000
Zip	1000000000	1000000000	1000000000	1000000000
Phone	1000000000	1000000000	1000000000	1000000000

DBA

1000000000

1000000000

UNDERGROUND SOLUTIONS, INC.

Project	Project Number	Project Name	Project Location	Project Status
Project Name	1000000000	1000000000	1000000000	1000000000
State	1000000000	1000000000	1000000000	1000000000
ESTIMATOR	1000000000	1000000000	1000000000	1000000000
Project Type	1000000000	1000000000	1000000000	1000000000
Working Address	1000000000	1000000000	1000000000	1000000000
County	1000000000	1000000000	1000000000	1000000000
City	1000000000	1000000000	1000000000	1000000000
Zip	1000000000	1000000000	1000000000	1000000000
Phone	1000000000	1000000000	1000000000	1000000000

DBA

1000000000

1000000000

KLEINFELDER, INC.

Company

Registration Number: 0000002100
 Status: Active
 CEIR Number: 0000000000
 License Category Type: Professional Engineer
 Managing Engineer: JAMES L. KLEINFELDER
 County: Contra Costa
 City: Walnut Creek
 State: California

Registration Number

0000002100
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OBA

Company

STAM Engineering, LLC

Company

Registration Number: 0000000000
 Status: Active
 CEIR Number: 0000000000
 License Category Type: Professional Engineer
 Managing Engineer: JAMES L. KLEINFELDER
 County: Contra Costa
 City: Walnut Creek
 State: California

Registration Number

0000000000
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OBA

Company

CONVERSE CONSULTANTS

Company

Registration Number: 0000000000
 Status: Active
 CEIR Number: 0000000000
 License Category Type: Professional Engineer
 Managing Engineer: JAMES L. KLEINFELDER
 County: Contra Costa
 City: Walnut Creek
 State: California

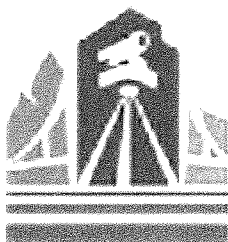
Registration Number

0000000000
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OBA

Company

The following information is provided for informational purposes only.



DAVIS, BRUCE ALLEN

LICENSE NUMBER: 40200 LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR EXPIRATION DATE: DECEMBER 31, 2020

SECONDARY STATUS: N/A

CITY: RIVERSIDE STATE: CALIFORNIA COUNTY: RIVERSIDE ZIP: 92505



SACKETT, BRADLEY ALAN

LICENSE NUMBER: 65862 LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR  EXPIRATION DATE: DECEMBER 31, 2023

SECONDARY STATUS: N/A

CITY: RIVERSIDE STATE: CALIFORNIA COUNTY: RIVERSIDE ZIP: 92506



ALGRANTI, DAVID MARK

LICENSE NUMBER: 26817 LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR  EXPIRATION DATE: MARCH 31, 2025

SECONDARY STATUS: N/A

CITY: MONROVIA STATE: CALIFORNIA COUNTY: LOS ANGELES ZIP: 91016



ZHANG, SIMING

LICENSE NUMBER: 60156 LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR  EXPIRATION DATE: JUNE 30, 2024

SECONDARY STATUS: N/A

CITY: RIVERSIDE STATE: CALIFORNIA COUNTY: RIVERSIDE ZIP: 92505



XIONG, YUNZHU

LICENSE NUMBER: 94706 LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR  EXPIRATION DATE: JUNE 30, 2025

SECONDARY STATUS: N/A

CITY: CHINO STATE: CALIFORNIA COUNTY: SAN BERNARDINO ZIP: 91708



PEREZ, RICARDO

LICENSE NUMBER: 85413 LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR  EXPIRATION DATE: MARCH 31, 2025

SECONDARY STATUS: N/A

CITY: NORTH LAS VEGAS STATE: NEVADA COUNTY: OUT OF STATE ZIP: 89030

D. Project Team Organization Chart

Project Manager Overview

WEBB understands the absolute need for strong project management. Our team will factor in all critical issues associated with schedules. Communication and coordination between an engineering consultant and Special Districts is paramount to each project. To guarantee continuous and effective communication, our project manager, Siming Zhang, PE, is assigned to serve as the primary point of contact to Special Districts and Principal-In-Charge, Bruce Davis, PE, will be monitoring the process as a whole and implementing the QA/QC program. This will ensure a constant and effective way of communication resulting in strong schedule control and meeting design milestones.



Siming Zhang, PE

Senior Engineer

siming.zhang@webbassociates.com

T: 951.686.1070

F: 951.788.1256

“I will lead Special Districts’ project with a “hands on” approach to ensure on-time delivery and quality of all deliverables. In addition to WEBB’s experience, I have extensive experience with similar projects for numerous public agencies.”

Project Manager Highlights

- Siming Zhang, PE

- Twenty years of pertinent experience with WEBB
- Has successfully worked with all team members
- Extensive background on multiple reservoir projects throughout California
- Specializes in Water Facilities Design

Siming Zhang, PE, will serve as Project Manager and will be Special Districts’ primary point-of-contact. A conscious decision was made to put a senior leader in this role to ensure Special Districts had a project manager with extensive experience on similar reservoir and water facility design projects. Siming also has the necessary experience of working on multiple projects, access to all resources available at WEBB, and the ability to manage subconsultants with specialized expertise to be used on the project. Siming will act as an extension of District Staff to ensure a successful outcome of this project from beginning to end. This will include a strict adherence to the project schedule, budget, and QA/QC standards that will be developed at the project’s onset and maintained throughout the duration of the project. The experience of this team will improve overall project management, reduce the opportunity for costly mistakes and delays, and provide effective and efficient services.

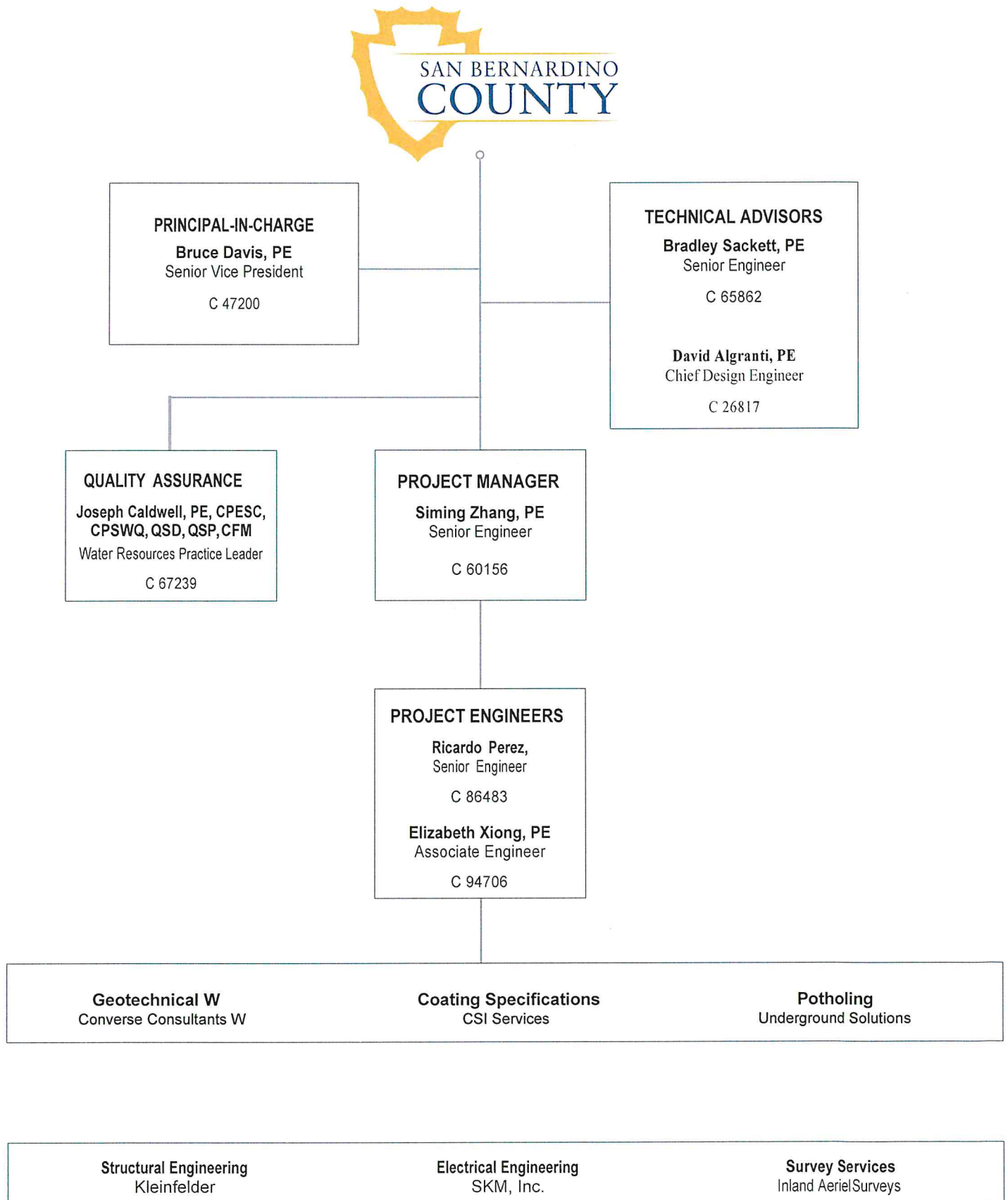
Our assigned project team consists of senior level professionals and knowledgeable sub-consultants who will perform the required tasks for Special Districts. By taking this hands-on approach, an experienced professional always has in- depth and intimate knowledge of each project task. This improves overall project management, reduces the opportunity for costly mistakes and delays, and allows our staff to provide very effective and efficient service to you.

David Algranti, PE, has over 45 years of experience including experience with evaluating numerous reservoirs throughout Inland Southern California. His impressive knowledge of water-related systems has elevated him to the position of technical advisor for all water resource project teams and clients of WEBB. David is currently a voting member of the AWWA D-100 Committee. David will also provide QA/QC for the project in his role as Technical Advisor.

We have fortified our project team with **CSI Services** (CSI), for the tank coating specifications, **Converse Consultants** for the geotechnical input, **Kleinfelder** for the structural design, **Underground Solutions** for potholing, and **SKM, Inc.** for the electrical design.

Organizational Chart

The following chart provides an overview of key personnel who will be responsible for Special Districts' project. **All civil engineers are licensed in the State of California.**





Siming Zhang, PE

Senior Engineer

Siming Zhang, PE, is a Senior Engineer with WEBB's Water Resources Department. Siming assists clients in managing and designing a wide array of public works projects including water storage reservoirs, water transmission pipelines and booster stations, major trunk sewer mains, sewer collection pipelines and sewer lift stations, and water booster stations.

As a Project Manager who leads a team of engineers and designers, Siming has been a key advisor on many important matters that help determine the success of land developments including master drainage plans, hydrology/hydraulic studies, storm drain designs, Conditional Letters of Map Revision (CLOMR), and Letters of Map Revision (LOMR). Clients depend on Siming's ability to fulfill a broad range of project goals including assistance with engineering design, bidding, construction administration, coordination with local agencies, sewer and water master facility plans, feasibility studies, construction drawings and specifications, construction and project cost estimates, and coordination with government agencies to secure approvals and permits.

Siming's responsibilities entail engineering design, assistance during bidding, construction administration, coordination with local agencies, sewer and water master facility plans, feasibility studies, construction drawings and specifications, construction and project cost estimates, and coordination with various government agencies to obtain the applicable approvals and permits. His contract administration responsibilities included review of bid proposals, contractor submittal drawings, inspection reports, and process requests for information, requests for change order, and periodic site visits to monitor construction.

Among his contract administration responsibilities, Siming has reviewed bid proposals, contractor submittal drawings, and inspection reports. He also processes requests for information, coordinates change order requests, partial pay estimates, weekly working statements and notices of completion, and makes periodic site visits to monitor construction.

Armstrong Booster Station, Jurupa Community Services District (District)

Siming is currently the project manager for the Armstrong Booster Station upgrade and replacement project, working with Sinnaro Yos, PE, as the project engineer. The project is upgrading the pumping capacity and implementing various site improvements necessary to meet the ultimate pumping capacity for JCSD's 1200 pressure zone.

Belle Terre Tank Waterline, Regent Properties - Siming served as Design Lead for the WEBB Team. WEBB provided planning, environmental, engineering, mapping, and entitlement services related to the Belle Terre Specific Plan which included the need to construct a potable water tank to provide water service to the development proposed under the Specific Plan. Based on the draft Project Design Report for the tank, the tank was approximately 1.62 million gallon water tank on approximately five acre site to support the proposed development. Constraints to the site included

REGISTRATIONS

Registered Civil Engineer C60156 (CA)

EDUCATION

BS, Civil Engineering
Tsinghua University, China
MS, Civil Engineering
University of Southern California

AFFILIATIONS

American Society of Civil Engineers (ASCE)
American Water Works Association (AWWA)

conservation habitat land to be conveyed to the Riverside Conservation Authority, the need for wildlife crossing, and power pole removals within conservation areas. WEBB provided both project management and support services to ensure all issues were resolved in a timely manner keeping project on track.

Lindsay Reservoir PDR, Jurupa Community Services District - Siming served as Project Manager for the WEBB Team. Jurupa Community Services District's (District) water demand has increased over the last 20 years with new developments within the City of Eastvale and infill developments within the City of Jurupa Valley. The District has been proactively increasing its water supply by obtaining capacity rights from Chino 1 and Chino 2 Desalters, construction of Ion Exchange Facilities, drilling and equipping of new water wells, and entering into an inter-agency connection with Rubidoux Community Services District. Additionally the District is evaluating the Northern Feeder Pipeline Project which could provide water from an inter-agency connection with Cucamonga Valley Water District. The required District pipeline network has been constructed or is being planned to deliver the various water supply sources. Based upon the current ongoing Water Master Plan, the District's 870' PZ has a current storage deficit of about 18 MG, which will increase to about 28 MG at ultimate buildout. Planning and design for increased storage capacity requirements within the 870-FT pressure zone was initiated in the 1990's which culminated in the planning of the preliminary design of the Lindsay Reservoir and Waterline Project. During the initial planning and design efforts, it was conceived that approximately 40 MG of potable water can be stored at this site in two to three reservoirs and several alternative site configurations were evaluated resulting in a three reservoir configuration. Off-site waterline and storm drain alignments were also reviewed, evaluated, and designed.

Area B Non-Potable Waterline, Jurupa Community Services District - Siming served as Project Manager for this project that expands the District's use of non-potable water for irrigation purposes to offset the District's need for potable water. The District considered several possible non-potable water sources. This project consisted of the construction of approximately 12,000 LF of 10-inch diameter and 16-inch diameter transmission pipeline in Bellegrave Avenue between Hamner Avenue and Etiwanda Avenue. This pipe is part of the backbone transmission pipeline system in addition to other components.

VDA 24-inch Diameter Transmission Main, City of San Bernardino Municipal Water Department (SBMWD) - Siming served as the Project Manager for the WEBB Team that provided preliminary design engineering, alignment option evaluation, final design plans, and specifications for SBMWD's project consisting of approximately 14,000 LF of 24-inch diameter Ductile Iron Pipe (DIP) to connect Point "A" and Point "B" of the Intermediate Zone Inland Valley Development Agency (IVDA) and includes an 18-inch diameter pipeline crossing the Twin Creek freeway bridge at 9th Avenue.

Waterline Replacement, Jurupa Community Services District (District) - Siming served as the Project Manager for the replacement of several water mains to better serve customers of the District. He handled a wide range of work on the projects including alignment and topographical land surveys, base mapping, utility research coordination, field verification, engineer's estimates and bidding documentations, and coordination with local agencies. He also helped the WEBB Team provide a construction survey.



Bruce Davis, PE

Senior Vice President

Bruce Davis is a Senior Vice President of Albert A. Webb Associates (WEBB). Bruce has been a full-time employee of WEBB since 1986. Bruce currently serves as Director of Water Resources. As Director, he oversees all water and wastewater projects performed by the firm. Since 2018, Bruce has taken the lead representing WEBB in matters involving engineering standard of care and risk management. Bruce is a registered civil engineer in the State of California.

REGISTRATIONS:

Registered Civil Engineer
C47200(CA)

YEARS OF EXPERIENCE:

34 Years

EDUCATION:

BS Civil Engineering, California State
Polytechnic University, Pomona

AFFILIATIONS:

American Public Works Association (APWA)
American Water Works Association (AWWA)
California Water Political Action Committee
(CalWater PAC)
Association of California Water Agencies
(ACWA)
Coachella Valley Economic Partnership
(CVEP)
League of California Cities

Bruce has served as Principle-in-charge for well over one hundred regional infrastructure projects. His experience includes planning, design and support during construction of water, wastewater, drainage and transportation projects on behalf of clients including Eastern Municipal Water District, Coachella Valley Water District, Jurupa Community Services District, and cities of Corona, Murrieta, Rancho Mirage, Ontario, Grand Terrace, Rialto and Cathedral City. Project types include pipelines from 8-inch diameter up to 60-inch diameter, pumping ranging in size from one hundred gallons per minute to over 5,000 gallons per minute and storage facilities ranging in capacity from five hundred thousand gallons to over twenty million gallons, roadways, signals, storm drains and basins. Recent water industry projects include O'Ferrell Street Booster Pump Station, Redlands/Hemlock Booster Pump Station, Longview and Watson Roads pipelines, Perris II Desalter pipeline and Markham 7.0-million-gallon storage tank.

Along with experience with regional infrastructure projects, Bruce has extensive knowledge and experience with survey, planning, entitlement, development (residential and commercial) and environmental services. His extensive experience translates to an understanding of all steps required to successfully complete a project efficiently and on schedule. Bruce has served as an expert witness in matters involving land use, entitlements and drainage.

Bruce is a member of and/or involved with American Public Works Association, American Water Works Association, Association of California Water Agencies and League of California Cities. He served several years as a Board member of CalWater PAC which is a political action committee advocating for issues important to California's water supply. Bruce serves as an excellent resource for his clients on current issues and trends in our region.



Bradley A. Sackett, PE

Senior Engineer

Brad Sackett, PE, is a Senior Engineer and Project Manager with WEBB's Water Resources Department. Brad specializes in assisting major public agencies with a wide variety of water resource projects. Clients seek his expertise with pumping facilities, water pipeline design, gravity sewer main design, water and sewer system master plans, hydraulic modeling analysis, and sewer resource plans for Specific Plan Environmental Impact Reports (EIRs), among other projects.

REGISTRATIONS

Registered Civil Engineer C65862 (CA)

EDUCATION

BS, Chemical Engineering
Massachusetts Institute of Technology

AFFILIATIONS

American Water Works Association (AWWA)

Brad has been instrumental in assisting clients with in-house projects, while representing these agencies with their constituents as an on-site consultant. Throughout Brad's career he has been intricately involved in the design, management, and construction support of projects for such clients as Eastern Municipal Water District (EMWD), Western Municipal Water District (WMWD), and the cities of Riverside and St. Helena, to name a few.

His detailed approach ensures each project integrates flawlessly into master plan requirements from concept through construction. He specializes in operations take-over and integration of systems with a focus on cost effective and efficient transitions.

Golden and College Tank Design and Construction, Golden State Water Company - Brad served as Project Manager for the WEBB Team that provided final design of the projects, bidding support, and construction management and inspection for both reservoirs. For the College Reservoir, the existing 1.0 MG rectangular concrete reservoir is the highest reservoir in the Yorba Linda System and serves the College Pressure Zone. The 53-year-old rectangular concrete tank is at the end of its useful life and is to be replaced with a 0.7 MG steel tank that will serve the current operational and fire flow needs of the College Pressure Zone. The existing rectangular concrete tank will remain in service during construction of the two new steel tanks, and then be removed. The existing storage/chemical building is to remain. A 1,000-LF 12-inch diameter PVC overflow drain line will be constructed in the College Plant access road from the new reservoir to an existing storm drain catch basin located on the north side of Bastanchury Road near the access road drive approach. Landscaping will be done as the last phase of the project to screen the tank when the proposed trees mature.

For the Golden Project the existing 1.5 MG rectangular concrete reservoir is located in the Placentia System and serves the Placentia Pressure Zone. The 52-year-old rectangular concrete tank is at the end of its useful life and is to be replaced with a 1.5 MG steel tank that will serve operational and fire flow needs of the Placentia Pressure Zone. The existing rectangular concrete tank will be removed prior to construction of the new steel tank. The existing booster station (with three pumps of 75, 60, and 40 HP with flow of approximately 1,100, 1,100, and 700 gpm, altitude valve, MCC, and 12-inch Pressure Reducing Valve) will be relocated to the south portion of the Golden Plant Site.

Mittry Tank, Lake Arrowhead Community Services District, Lake Arrowhead, CA - Brad served as Project Manager for the 3.2 MG pre-stressed concrete tank for Lake Arrowhead Community Services District (LACSD). Brad and the project team created a design which included civil, mechanical, electrical, and tank details to construct the tank and connect it into the distribution system. LACSD had two existing welded steel tanks on the existing Mittry tank site which did not meet current seismic design standards and needed to be recoated and relined due to failures of the existing coating system. Under Brad, the project team performed an economic analysis and determined that the replacement of the existing tank, with 3.2 MG concrete tanks, would provide the best value per gallon stored versus recoating and seismic retrofitting of the existing tanks. Brad and the project team were able to maximize the storage capacity on the existing site by incorporating the steep backslope into the wall of the concrete tank meeting critical fireflow and operational storage needs of LACSD.

Judson Tank Rough Grading Design, Eastern Municipal Water District (EMWD) - Brad served as Project Manager for the rough grading design of the Judson Tank site located on the north end of Judson Street in the City of Moreno Valley. The site is an 8.31-acre parcel located adjacent to an existing and proposed development with steep slopes transitioning to the rugged terrain on the north side of Moreno Valley. This project includes preparing rough grading plans and bid specifications for the proposed tank site based on the MV2060 Preliminary Design Report. The grading will include an access road, detention basin, and tank pad with a neighboring area for the valve enclosure. Other design considerations include security measures required such as gates and fences to limit unauthorized access, temporary drainage facilities and BMP's (best management practices) for stormwater. These BMP's will be both temporary construction related BMP's and permanent BMP's designed to control erosion and sediment transport off-site until the tank is constructed.

1627 Zone Tank Siting Study, Eastern Municipal Water District (EMWD) - Brad served as Project Manager leading the WEBB Team providing engineering services for the 1627 Zone Tank Siting Study. The proposed Westside 1627 Tank is a critical facility for EMWD's water supply system. The tank provides additional storage volume for existing and proposed development in the 1627 Pressure Zone. EMWD commissioned a similar report published in 2009 that evaluated twelve tank sites for the 1627 Zone. The tank sites evaluated included sites on both east and west sides of the 1627 Zone. EMWD desired an updated report that focuses on the west side tank sites with evaluations based upon current conditions. WEBB held a kick-off meeting with EMWD identifying critical success factors for the project, discussed project schedule, obtained feedback on a preliminary list of site evaluation criteria, confirmed tank configuration parameters to use, and confirmed sites to be included in the study. WEBB developed and finalized a list of criteria and appropriate weighted scoring methodology for the evaluation.

Markham Tank 7.0 MG, Western Municipal Water District, Riverside, CA - Brad served as the Project Manager for the Markham Tank No. 2 Project. WEBB provided design and construction support services for a 6.6 MG welded steel tank at an existing tank site. Project design included plans and specifications, site grading, and site drainage, retaining crib wall, site lighting, intrusion alarm, SCADA system integration, site landscape irrigation system, internal tank piping for improved water quality, and separate inlet/out pipes equipped with flexible joints for better seismic protection. Project design also included seismic retrofit (conversion of bottom inlet/outlet pipes to side piping), as well as exterior coating of the existing 7.0 MG welded steel tank. The project design included environmental documentation, plans and specifications, site grading, and site drainage, retaining crib wall, site lighting, intrusion alarm, SCADA system integration, site landscape irrigation system, internal tank piping for improved water quality, and separate inlet/out pipes equipped with flexible joints for better seismic protection.



Joseph Caldwell, PE, CPESC, CPSWQ, QSD, QSP, CFM

Water Resources Practice Leader

Joseph Caldwell, PE, is the Practice Leader of WEBB's Water Resources Department. As the Water Resource's Practice Leader, Joseph is responsible for training, skill development, and the quality assurance/quality control program. He personally leads the QA/QC reviews for all submittals and coordinates with project managers and engineers to ensure the appropriate reviews are completed as projects proceed to final design. For specialty design work such as welded steel tank design, he relies on David Algranti, PE, WEBB's Chief Design Engineer and other senior engineers in the department. Joseph focuses on the development of master drainage plans, the design of backbone drainage infrastructure, and the design of water quality systems for flood control projects throughout the region. A Certified Professional in Erosion and Sediment Control and Storm Water Quality, Joseph is a specialist in water quality and environmental compliance and an expert in hydrology and hydraulics.

Joseph's experience includes the design of regional flood control basins, a flood control levee, master drainage plans, and the design and construction of several miles of backbone drainage infrastructure. He has also hydrologically and hydraulically modeled the San Jacinto River from Railroad Canyon to the existing Army Corps levee in the City of San Jacinto. Joseph's extensive knowledge of local agencies' design standards and procedures, and effective working relationships with agency staff, enable him to expedite projects through completion.

REGISTRATIONS

Registered Civil Engineer C 67239 (CA)
Registered Civil Engineer C 030017 (NV)
Registered Civil Engineer C 76114 (AZ)
Certified Professional in Erosion and
Sediment Control (CPESC) 5311
Certified Professional in Stormwater
Quality (CPSWQ) 544

EDUCATION

MS, Civil Engineering
Brigham Young University
BS, Civil Engineering
Brigham Young University

CERTIFICATIONS

Qualified SWPPP Developer
(QSD) 00076
Qualified SWPPP Practitioner
(QSP) 00076
Association of State Floodplain Managers,
Inc. (ASFPM)
Certified Floodplain Manager (CFM)

AFFILIATIONS

American Society of Civil Engineers (ASCE)
American Public Works Association (APWA)
California Storm Water Quality Association
(CASQA)
Floodplain Management Association (FMA)

San Jacinto River Stage 3 Master Drainage Plan, Riverside County Flood Control & Water Conservation District (District) - Joseph served as Project Manager for the WEBB Team responsible for reviewing the current hydrological model, analyzing potential alternative models, and working with the District to decide the best option based for the current Master Drainage Plan. This project consisted of preparation of conceptual drawings for the Master Plan addressing all key elements such as floodplain management, flood control features, environmental preservation, development opportunities, effects on regional infrastructure, right-of-way requirements, and order of magnitude cost. WEBB worked directly with the District to prepare the planning study, coordinated with all stakeholders, and presented all findings to the Advisory Board with recommendations for the next steps (i.e., MSHCP compliance, CEQA strategy, land development constraints, and floodplain management). WEBB is currently working on the final MDP and EIR for the District.

Heacock Channel Design Project, March Joint Powers Authority - Joseph served as the Project Manager for Phase 3 of the Heacock Channel Design Project for the March Joint Powers Authority. The project included the preparation of final improvement plans, traffic control plans, and a hydrology and hydraulic report for approximately 3,600-LF of the channel. The project extends from Lateral A of the Perris Valley Storm Drain north along Heacock Avenue to the southern end of an existing land fill. WEBB's services also included project management and coordination throughout the duration of the project including attendance at project design team meetings, quality control services, and all other processing of improvement for necessary project approvals.

Joseph Caldwell, PE, CPESC, CPSWQ, QSD, QSP, CFM

Water Resources Practice Leader

Hemet MDP Line C, Stage 4, County of Riverside Flood Control and Water Conservation District - Joseph was the Project Manager for the Hemet MDP Line C, Stage 4 Project. The extension of the Hemet MDP Line C was an important component to provide surface flooding relief and flood protection of a predominately developed portion of the City of Hemet. The extension of the Hemet MDP Line C was an important component to provide surface flooding relief and flood protection of a predominately developed portion of the City of Hemet. This segment of the Master Plan Facility represents the middle one third of the entire Line C System. The critical component of this project was implementing a master planned facility in a highly urbanized area of the City extremely constrained by multiple utilities. WEBB completed a Preliminary Design Report that outlined the most feasible alignment for this facility. WEBB is currently preparing final design plans and specifications for this backbone drainage facility.

Wildwood Creek Basin, City of Yucaipa (City) - Joseph served as the Project Manager for design of a multi-purpose watershed basin in Wildwood Creek in the City of Yucaipa. WEBB provided engineering services that accommodated the critical needs of the City. This project is located in the middle of a major watercourse. The watershed tributary to the project is over 4,000 acres and the creek is designated on the Flood Insurance Rate Map by FEMA. The City's goal was to reduce the peak flow utilizing a series of detention basins that in turn will reduce peak flow rates downstream and reduce the burden on those downstream facilities. This reduction in peak flow rates was accomplished through the removal of sediment/debris load and the attenuation of peak flooding through the use of the proposed basins. In addition to providing flood control benefits, this project also provided certain environmental and water quality benefits. To do this, the flood control facilities were developed in such a manner so the construction preserves riparian vegetation, where possible, and implements other measures for environmental and water quality impacts. In order to accomplish this, WEBB reviewed the conceptual design and provided a more precise analysis of the level of flood control protection the basins will provide. WEBB also prepared detailed hydrologic, hydraulic, and sediment transport models to determine the peak runoff rates, flood volume, and debris load.

North Indio Regional Flood Control Channel Project, Coachella Valley Water District (CVWD) - Joseph is the Technical Lead for the North Indio Regional Flood Control Channel Project which is a key component of the CVWD flood protection mission in the Coachella Valley. The project will complete the link between existing flood control facilities in the north Indio area, providing increased flood protection for the region. The project consists of over three miles of concrete lined trapezoidal and rectangular channels, including numerous culvert crossings of existing and future streets. To date, WEBB has prepared the hydraulic analysis, preliminary design, and environmental documentation for the project. WEBB is currently in the process of preparing the final design plans, specifications, and estimates. WEBB is also responsible for preparing the CLOMR and providing public outreach and right-of-way acquisition services.

University Wash Channel, Riverside County Flood Control & Water Conservation District - Joseph was Technical Lead for the University Wash Storm Drain Project including the planning, analysis, and design of a large diameter master plan storm drain that connects existing upstream and downstream facilities together. This project was unique in that the 2,450 LF - 90-inch RCP required for this project had to be designed to maneuver its way through a developed industrial corridor of the City. Key to this project was the coordination with local businesses to ensure construction of the storm drain minimized impacts to business operations.



David Algranti, PE

Chief Design Engineer

David (Dave) Algranti, PE, is a Chief Design Engineer with WEBB's Water Resources Department. Dave has years of experience in the planning, design, and construction of water resources projects. With such deep knowledge of water-related systems, he assists as technical advisor for all WEBB teams handling such projects for clients. Dave helped develop WEBB's quality management program, enabling him to coordinate and directly perform project quality control and assurance - making sure project technical issues are recognized early and resolved efficiently by an expert in the firm.

REGISTRATIONS

Registered Civil Engineer C26817 (CA)

EDUCATION

BS, Civil Engineering, California Polytechnic University, Pomona

AFFILIATIONS

American Water Works Association (AWWA)

He has provided design and supervisory services for a wide range of water systems projects that provide reliable infrastructure to improve communities. These include water storage reservoirs, major water pumping plants, surge and water hammer control equipment, water treatment plants, water wells, and water transmission mains. Clients also look to Dave for his experience with pressure station and metering facilities, utility relocation projects for state freeway projects, Clean Water Grant sewer construction projects, Department of Water Resources and U.S. Department of Agriculture Rural Development-funded water and sewer system upgrade projects, and sewage lift stations and force mains. In addition, he is well-versed in all aspects of construction management - ensuring projects proceed smoothly, remain on-schedule, and stay within budget.

Due to his recognized excellence in the industry, Dave is a member of the American Water Works Association (AWWA) Standards Committee on Steel Elevated Tanks, Standpipes, and Reservoirs.

Reservoir Evaluation/Upgrading Projects

Golden State Water Company (GSWC)

- Peacock Hill Concrete Reservoir - Site and Structural Evaluation
- Structural Investigation and Evaluation of 37 Steel Reservoirs and three Concrete Reservoirs in Various Water Company Districts, including Preparation of Comprehensive Engineering Report

City of Beverly Hills

- Structural and Seismic Evaluation of five Steel Water Storage Tanks, including Life Cycle and Benefit-Cost Analysis, and Preparation of Engineering Report

Crestline Village Water District

- Structural and Seismic Evaluation of District's Existing Welded Steel Storage Reservoirs, including Preparation of Engineering Report

City of Covina

- Provide structural and seismic evaluation and report for existing 3.0 MG Charter Oaks Reservoir No. 2
- Prepared plans and specifications for the new 1 MG steel reservoir and appurtenances for Rancho La Merced

David Algranti, PE

Chief Design Engineer

- Rancho La Merced Water/Storage Reservoirs: Structural/Seismic Evaluation of old steel Reservoir and Design for New Replacement Reservoir

Santa Ana River Water Company

- Structural and Seismic Evaluation of Water Company's Existing Welded Steel Storage Reservoirs, including preparation of Engineering Report
- Plans and Specifications for the Recoating and Appurtenance Upgrading of the 1.5 MG Bellegrave Welded Steel Water Tank

Crestline-Lake Arrowhead Water Agency

- Structural and Seismic Evaluation of Agency's Existing Welded Steel Water Storage Reservoir, including preparation of Engineering Report

Jurupa Community Services District

- Structural and Seismic Evaluation of 12 of the District's Existing Welded Steel Water Storage Reservoirs, including site specific seismic risk, seismic calculations for structural stability, preparation of project cost estimates for recommended remedial work, and ranking of proposed work by priority

Water Storage Reservoirs

Crestline Village Water District

- 0.7 MG Old Mill Welded Steel Reservoir
- 1.0 MG MG Pinecrest Welded Steel Reservoir
- New Barn Steel Replacement Water Storage Tank

Newhall County Water District

- 1.5 MG Welded Steel Reservoir for Curtis Development
- 3.0 MG Welded Steel Reservoir for Northlake Development

Western Municipal Water District

- 7.0 MG Markham Welded Steel Water Storage Reservoir
- 12.5 MG Orangecrest Welded Steel Water Storage Reservoir

Lake Arrowhead Community Services District

- 1.0 MG North Shore Welded Steel Reservoir

Crestline-Lake Arrowhead Water Agency

- 2.3 MG Clearwell No.2 at Treatment Plant

County of Riverside EDA

- CSA 122 Mesa Verde 1.0 MG Steel Reservoir

Ricardo Perez, PE

Senior Engineer



REGISTRATIONS

Registered Civil Engineer C 86483 (CA)
Registered Civil Engineer 028123 (NV)

EDUCATION

BS, Civil Engineering
Cal Polytechnic University, Pomona

AFFILIATIONS

American Society of Civil Engineers (ASCE)
American Water Works Association (AWWA)

As a Senior Engineer in WEBB's Water Resources Department, Ricardo has successfully assisted in project designs ranging from the preliminary stages of a project through the construction phase. Ricardo has worked on public works projects involving wastewater and water systems, water reclamation, and water and wastewater treatment. His responsibilities have included water and sewer pipeline alignment design, hydraulic analysis, pipe thickness design, sewer lift station design, deep well design, utility coordination, local agency permitting, construction document review, and coordinating with outside consultants.

FY 22/23 Annual Sewer Repair and Replacement Project (Archer Street), Jurupa Community Services District. Ricardo served as the Project Engineer for the repair and replacement of several sewer and water lines which consists of preparing plans and specifications for approximately 10,000-FT of 8-inch diameter sewer mains and 4,610-FT of 8-inch diameter waterlines within the district.

870-FT Pressure Zone Non-Potable Water Transmission Pipeline, Jurupa Community Services District - Ricardo served as the Project Engineer for a series of pipeline improvements to increase efficiency for customers of Jurupa Community Services District. The project, in the City of Jurupa Valley in northwestern Riverside County, includes the construction of two groundwater wells, ancillary equipment and approximately 12,800-LF of potable water transmission pipelines which will connect to JCSD's 870-FT pressure zone and 2,100-LF storm drain pipeline. WEBB's services include determining horizontal control for the proposed alignment, preparing a survey control map, locating and detailing existing storm drain structures, determining the location of field potholes, and preparing design plans and profile drawings.

Florine Sewer Lift Station, Jurupa Community Services District (District) Ricardo served as an Assistant V for the Florine Sewer Lift Station Design. Project specifications consisted of design and construction of a 1050 gpm sewer lift station, 2,250-LF of 10-inch diameter force main, and 3,100-LF of 10-inch and 15-inch diameter gravity main within an existing 20-FT wide District utility easement.

Bloomington Area Watermain Replacement, West Valley Water District - Ricardo served as the Project Engineer for the Bloomington Area Alley Water Main Relocations and Zone 2 24-inch Transmission Main Project, Phase 3. This project includes relocation of 20,880 LF of 8-inch, 12-inch, and 24-inch diameter CML/CMC WSP and 418 services from backyard alleyways to the street in front of the property. WEBB is responsible for designing and implementing the relocation of the existing water facilities from the alleyways to the street right-of-way to improve meter reading and valve access and to perform regular and emergency maintenance more readily. In addition, fire hydrants will be added to the street right-of-way for improved and easily accessible fire protection.



Elizabeth Xiong, PE

Associate Engineer

As an Associate Engineer in WEBB's Water Resources Department, Elizabeth has successfully assisted in project designs ranging from the preliminary stages of a project through the construction phase. Elizabeth has worked on public works projects involving wastewater and water systems, water reclamation, and water and wastewater treatment. Her experience also includes projects involving water distribution and sewer collection systems for tract development, and flood control and water resources. Her responsibilities have included water and sewer pipeline alignment design, hydraulic analysis, pipe thickness design, sewer lift station design, deep well design, utility coordination, local agency permitting, construction document review, and coordinating with outside consultants.

REGISTRATIONS

Registered Civil Engineer C94706 (CA)

EDUCATION

BS, Environmental Engineering, University of California, San Diego

MS, Environmental Engineering and Water Resource Engineering, University of California, Los Angeles

Belle Terre Tank, Regent Properties - Elizabeth served as Design Engineer for the WEBB Team. WEBB provided planning, environmental, engineering, mapping, and entitlement services related to the Belle Terre Specific Plan which included the need to construct a potable water tank to provide water service to the development proposed under the Specific Plan. Based on the draft Project Design Report for the tank, the tank was approximately 1.62 million gallon water tank on approximately five acre site to support the proposed development. Constraints to the site included conservation habitat land to be conveyed to the Riverside Conservation Authority, the need for wildlife crossing, and power pole removals within conservation areas. WEBB provided both project management and support services to ensure all issues were resolved in a timely manner keeping project on track.

Goetz Road Tank Grading and Site Civil Work – Elizabeth served as Design Engineer for the WEBB Team. The WEBB Team is currently providing civil design for the tank project and design engineer for the transmission pipeline project. The project consists of the construction of a 8MG concrete reservoir and a 5,400-LF 30- in diameter transmission pipeline to connect an existing 24-in diameter transmission pipeline to the future Goetz Road Tank site, located in the City of Menifee. The pipeline will be constructed along Thornton Avenue, half of which is improved and the remaining alignment is reserved within a tract development. Careful planning and special details are required for the successful implementation of the pipeline with minimal service interruptions, including additional coordination with the City of Menifee and the City of Perris. Challenges for this project include keeping the elevation of the pipeline below the future Goetz Road Tank inlet/outlet due to the higher elevations at the intersection of Goetz Road and Thornton Avenue than the tank pad. The WEBB Team is coordinating with Special Districts and other consultants on potholing, CEQA compliance, geotechnical investigation and corrosion report/design services.

Subconsultants



Converse Consultants

Geotechnical Engineering
Environmental & Groundwater Science
Inspection & Testing Services

Converse Consultants provides professional services in the fields of geotechnical engineering, engineering geology, groundwater sciences, environmental sciences, and soils and materials testing and inspection. Their mission is to work together with clients to provide them with responsive and quality services, resulting in the development of long-term relationships. Clients include public agencies and private sector clients in the transportation, water/wastewater, educational, residential, commercial, and other market segments



An **RMA** Company

CSI Services will prepare coating specifications that will address the project requirements with respect to surface repair, materials, and application. Sections covering applicable standards, contractor qualifications, safety and health requirements, quality assurance, testing, and inspection will be included, as required. Their expert team's experience includes work with inorganic zincs, epoxies, coal-tar enamels, coal-tar cut-backs, vinyls, urethanes, alkyds, acrylics, vinyl esters, PVC linings, and numerous other generic types of coatings that include 100 percent solids materials. CSI's experience includes work with virtually all surface preparation techniques and airless, conventional, plural component, and other application systems in both shop and field settings.



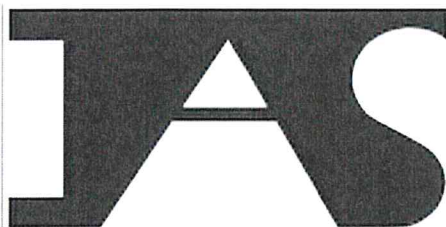
Underground Solutions (USI) is the leading experienced underground utility location company in Southern California. USI was formed out of necessity by experienced utility contracting experts that realized the need for safe, fast, and accurate underground utility locating. USI and their team of highly qualified operators and management are committed to performing a fast, safe, and accurate utility locating service. Their high velocity air-driven excavation delivers the power to cut precise holes into the earth without damaging the utility being located.



Kleinfelder will provide structural engineering services for the WEBB Team. Kleinfelder's structural engineering services are delivered by a multi-disciplinary team of experts to various public agencies and private companies. During the past 25 years, their experienced structural engineers have gradually adapted to changing technology, codes, and standards. Kleinfelder's structural design is fully integrated with technology using the most recent software developments such as BIM (Building Information Modeling), SAP 2000, Larsa 4D Bridge Plus, and others. Kleinfelder's structural engineers have extensive experience in the design and construction management support for a variety of projects utilizing current guidelines, codes, and standards. They have an outstanding reputation of accomplishing projects on time and within the original negotiated budget.



SKM, Inc. will provide electrical engineering services for Special Districts' project. SKM, Inc. is a premier electrical engineering firm specializing in SCADA (supervisory control and data acquisition), telemetry, and electrical and control design. They employ a staff of highly trained electrical engineers with extensive experience in electrical design, instrumentation and controls, and PLC and HMI programming and design services. Their focus on wastewater and water systems provide clients with extensive process knowledge and understanding of water well and treatment projects.



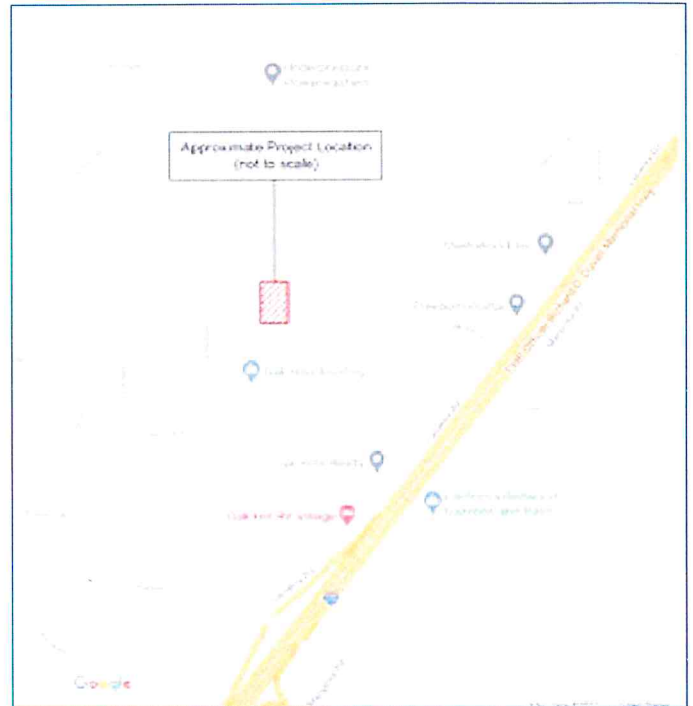
Inland Aerial Surveys (IAS) will provide aerial survey services for the [client]. IAS has been providing photogrammetry, aerial mapping, and geo-spatial services to a continually expanding number of clients in both the private and public sector. IAS offers all photogrammetric services while specializing in the compilation of aerial topographic digital data. Through the use of technologically advanced, precision equipment and capabilities, IAS has established a prominent reputation in the industry by providing an unequaled level of quality. An excellent reputation has been established by very close quality control of all phases.

E. Proposal Description

Project Understanding

San Bernardino County Department of Public Works - Special Districts (Special Districts) is looking for professional engineering services to provide final design engineering services for the design and construction of a new two million-gallon (MG) reservoir to meet the service, fire-flow, and storage needs of the Oak Hills Community. The proposed tank will be in the County's 70J Service Area (CSA 70J) and serve Zone 3 of this service area.

Various options have been previously evaluated for identifying the site of the proposed reservoir. The recommended site for the 2.0 MG tank is the adjacent property located directly northeast of the existing booster station and tanks site east of Oak Hill Ranch Road. The 1.62-acre property (APN 03357-621-63) has been recently acquired by Special Districts. The two existing 122,000-gallon tanks and the existing booster station will remain in service as part of this project. The booster station piping will need to be updated to allow the station to provide water to the proposed 2.0 MG tank. The tank is proposed to be welded steel tank (AWWA D100), 120-FT diameter, and 24-FT from the finished floor to high water level (HWL). This new tank will provide water to the existing tanks which will serve as the forebay to the existing pump station. The on-site piping configuration will be arranged with altitude valve(s) to fill the existing tanks and provide redundancy when any of the tanks are out of service for scheduled



Project Location Map (See sample above)

maintenance. The improvements will also include the design and construction of a 30-FT by 30-FT storage building, a 16-FT-wide asphalt access road, a new storm water/overflow detention basin, new pipelines to and from the proposed tank and existing booster station, and site improvements such as fencing and access gates. In addition to, these improvements, a review of the existing power poles will determine if additional power poles and electrical lines will be required as part of the design. It is not likely that additional easements will be required for the new water mains and electrical lines since the proposed tank site is directly adjacent to Special Districts' existing site, but this will be confirmed as part of the design process.

The proposed tank site has a sloped terrain, which slopes down to the north, and has thick vegetation. Preparation of the site will be required to provide a stable and uniform support for the tank and tank foundation.

To prepare the site, it is recommended, per recent Geotechnical investigation, that over excavation of the site should extend to 14-FT below the existing grade and filled with uniform fill and graded for to prepare the site for the proposed tank, storage building, and maintenance road. Two options will be considered for the development of the proposed tank site; one option which makes use of a retaining wall along the north side of the site, and a second option which uses 2:1 slope grading along the north side of the site. A final selection will be made after the options are reviewed with District Staff. Access to the proposed tank site will most likely be made from Oak Hill Ranch Road, via Columbine Road to the west of the site, and through the existing tank site.

Project Approach

Construction of the proposed 2.0 MG reservoir is key to continuing Special Districts' commitment to providing quality water to its customers while adding to the reliability of the system. WEBB understands the importance of this project and its success. As such, and based on the RFP requirements, WEBB has prepared the following approach to complete the project with an innovative and constructable design that is thorough, cost-effective, and in full compliance and in accordance with Special Districts' latest standards and design guidelines, and AWWA's most up to date design standards. WEBB understands the scope of work is to include the following tasks: Project Management and Coordination, Civil and Structural Engineering, Data Gathering and Analysis, Field Investigations, Preliminary Design Refinement, Final Design, Preparation of Cost Estimates, Construction Schedule, Support during the Bidding Phase, Construction Support, and Construction Survey/Staking.

The proposed tank will be designed to meet all AWWA, Cal OSHA, and California State Water Resource Control Board DDW requirements. The tank will be designed with separate inlet and outlet, which can be accomplished with either two connections to the tank shell or interior piping with one shell penetration. The tank will be designed to meet safety and health requirements and standards as required by the current Cal OSHA Code and AWWA D100-21 standards as well as any key items that Special Districts request to be incorporated into the design. Items of interest include tank roof hatches, the interior ladder safety system, and personal fall restraint system for access of roof areas outside, and inclusion of a guard rail system. For inputs that can be integrated with Special Districts' SCADA system, WEBB proposes the following items be included in the design; an intrusion alarm for the access hatch of the tank, a signal for the altitude valve stem status, and a level transducer on the reservoir for monitoring the tank. The final selection of instruments will be made during design in coordination with Special Districts.

Piping to the proposed tank will be designed to allow for flexibility to isolate the existing tanks and the proposed tank, to minimize service interruptions during planned maintenance. This will also help facilitate filling the tank after construction is finished as the proposed tank is put into service. A review of the floor elevation for the existing tanks and the proposed tank will be made to assure they system will operate as planned. Additionally, a hydraulics evaluation will be performed to assure the three tanks are balanced and that water can be positively conveyed from the proposed tank to the existing tanks. As part of the tank configurations review, the existing on-site pipelines will be evaluated to determine how much of the existing on-site piping will need to be redesigned in order to provide the desired service by Special Districts. Altitude valves will be added on-site, and a means of draining the water released to atmosphere from the bonnet of the altitude valve will be provided as part of the design. The construction schedule is expected to take a minimum of nine months and construction traffic access and potential limitations will need to be planned to reduce impact on the nearby neighborhood.

The WEBB Team is well positioned to provide these services in a professional and cost-effective manner. WEBB has two voting members of the AWWA D-100 tank committee on staff, so we understand the requirements and the limitations of this specification. Based on the standard approach used for the construction of Welded Steel Water Tanks, WEBB will prepare a performance specification for the tank itself which outlines the minimum requirements for the proposed tank (shell thicknesses, anchoring, freeboard) as well as all the appurtenances required by Special Districts' standards and other best practices. Additional items such as roof guard railing, staircase for roof access, and fall protection will all be incorporated into the project specifications and tank configuration.

A survey of the site will be done by WEBB's in-house Land Surveying Department. An updated site layout/plan will be prepared to account for the required improvements necessary to meet Special Districts' expectations. We will evaluate the existing above grade piping and electrical/SCADA equipment to confirm what is to be protected in place, modified, and/or replaced as part of the project. We will work closely with District Staff to determine the extent of replacements or modifications to be made on the existing piping and appurtenances for the connections to and from the proposed tank. It appears all the electrical and SCADA equipment can be protected in place with only minor additions for the proposed reservoir facilities, such as level, intrusion alarms, and/or valve status.

Site grading will closely follow the recommendations listed of the geotechnical investigation (previously performed) as it relates to preparation of the proposed tank site including over excavation limits, grading slope, specifications for compaction, etc. A new access road will be designed to connect to the existing on-site maintenance road and use the existing site access for future access. New fencing will be provided around the site and an assessment of the access gate will be made to determine if a new gate should be installed. The proposed building location will be determined during the early design stages in coordination with District Staff to assure that access to the building is adequate and in line with Special Districts' future needs.

Our design team has designed several recent tanks for various clients throughout the region and have firsthand knowledge of the requirements, design complexities, safety requirements, and construction issues typically encountered with the design of a new reservoir. We have designed and provided construction management, inspection, and engineering support services for many welded steel tanks in the Southern California area, including most recently Jurupa Community Services District, Golden State Water Company, CLAWA, Crestline Village Water District, and East Valley Water District.

Installation of the proposed tank on the site will require deep over excavation and fill to provide a solid foundation for the tank which can be susceptible to settlement. WEBB understands the complexity and challenges associated with deep over excavation and fill and recommends that as part of the preliminary design, an evaluation is performed to determine the risk of potential settlement. The evaluation will look at whether pilings should be recommended for additional support of the tank as a means to mitigate settlement. The results of the evaluation will quantify the risk of settlement and provide data that can be used in making an informed decision regarding the need for additional support.

We have teamed with Kleinfelder to provide structural engineering services for the project. Kleinfelder will provide services in designing the concrete foundation for the tank and for the proposed storage building. The proposed storage building will be used to store spare parts, pumps, and additional equipment. Special Districts has indicated that the building should be a prefabricated metal building. As such, WEBB will evaluate the site and provide options for the location and orientation of the building and develop a performance specification for building design and fabrication. Details will be developed as needed to support the specification.

For electrical and I&C design services for the project, we have teamed up with SKM Engineering. They will assess the existing electrical and the proposed instrumentation and inputs for integration with Special Districts' SCADA system, review the proposed design, and determine whether additional power poles will be required as well as design any new electrical and communication improvements for the site. All new systems will be fully integrated with Special Districts' current on-site equipment.

Statement of Proposed Services

Task C.1 – Project Management: Project Management will include the following tasks per RFP requirements.

a. Monthly Coordination Meetings

WEBB will hold monthly coordination meetings to discuss the project progress, project schedule, and resolve key issues related to the project.

Deliverables: Meeting Agendas, Meeting Summaries, and Updated Action Item List

b. Project Management Plan

WEBB will prepare and maintain a project design schedule and submit the schedule to Special Districts for review at each major project submittal, and provide three-week look ahead for all other submittals.

Deliverables: Updated Project Schedule and Status Report to Special Districts

c. Kick-Off Meeting

WEBB will hold a kick-off meeting with District Staff, soon after authorization, to discuss the project parameters, critical success factors, project schedule and approach, and confirm project contacts and communications.

Deliverable: Meeting Agenda, Meeting Summary, Project Schedule, and Action Items

d. Communication and Coordination

WEBB will hold design workshops after the 35%, 65%, and 95% submittals, presenting the key issues and details for the project to District Staff for review and discussion. An optional workshop will be held prior to the final submittal, if needed, to resolve open items.

Deliverables: Presentation Materials and Exhibits, Meeting Agendas, Meeting Summary/Minutes, and Action Items

e. Invoicing

WEBB will provide itemized monthly invoices to Special Districts, in arrears, in a format acceptable to Special Districts for services performed under this Contract. The invoice shall include the effort performed for the period, reimbursables, subconsultant fees, and percent project completion.

Deliverables: Monthly Itemized Invoice

f. QA/QC Program

WEBB will prepare and implement a quality assurance/quality control program during the project. Key staff will be involved in design reviews and as technical advisors, and at a minimum, our chief design engineer with over 40 years of experience and one of our senior engineers with over 20 years of experience will be involved in the QA/QC process.

Deliverables: QA/QC Review Documents, Signed and Dated by Staff

Task C.2 – Structural and Civil Engineering Plans and Specifications

a. Civil Design Plans

WEBB will prepare a comprehensive set of design plans for the proposed tank, site improvements, and proposed storage building. The plans will include, at minimum, a title sheet, vicinity, and index map, General and Project Notes, site plan, tank floor and roof plans, tank elevations, building floor plan and elevations, grading plan, cross-sections, piping plan, and other miscellaneous details for the project. Submittals will be at 35%, 65%, 95%, and final stages of development.

b. Structural Design and Calculations

Structural engineering scope of work includes three check submittals and one final submittal during the design. Design submittals will include a structural calculations package and structural specifications. The design will conform to the 2022 California Building Code.

For the welded steel tank and tank foundation, services will include the design and drafting of a ring footing for a 120-FT diameter x 28-FT tall AWWA D100 welded steel tank, and determination of the required freeboard for the tank. Tank design and anchorage shall be provided by tank manufacturer. For the prefabricated storage building foundation, the scope includes the design and drafting of the foundation for a 30-FT x 30-FT prefabricated storage building, and development of the specification including minimum requirements for anchorage. The building design shall be provided by the prefabricated building manufacturer.

Optional services will also include the following:

- Construction Phase Services – Includes review of structural shop drawings, responses to structural RFIs during construction, and record drawings.

c. Specifications

WEBB will prepare the required specification documents for the new tank, piping, site improvements, and building per District standards. These will include all necessary technical specifications beyond what is available from Special Districts and special conditions for this project. A draft copy of the specifications will be submitted at 65% and 95% level design, and a final specification submitted during the final design submittal.

d. Estimated Construction Schedule

WEBB will prepare an anticipated construction schedule to determine the anticipated contract period and any critical milestones within the construction project.

e. Engineer's Opinion of Probable Construction Costs

WEBB will prepare an opinion of probable construction costs at the 35%, 65% design, and final package prior to bid. Construction cost estimates will be developed using the AACEI estimate classification system, using Class 3 for the 35% level, Class 2 for the 65% level, and Class 1 for the final design level. WEBB will include a detailed itemized cost estimate, and a summarized version with each submission of the cost estimate for review by Special Districts.

Deliverables: Each submittal will include an 11"x17" PDF copy of the design plans, one full size and one-half size set of plans, and OPCC. A PDF copy of the specifications will be submitted at 65%, 95%, and final submittals. Below is a preliminary list of drawings anticipated for the design:

CSA 70J Reservoir 3A Site Expansion Design Plans

G-1 Title and Index Sheet (Vicinity Map, Signature Blocks, Agency List, Cities, and Contract Information)

G-2 General Notes

G-3 Construction Notes, Estimated Quantities, and Legends

G-4 Abbreviations, Survey Information, Pipe Horizontal Control, and Sheet Index

D1-D2 Demolition and Implementation Plans

C-1 – C-6 Civil Design Sheets

CD-1 – CD-3 Civil Details

S1 – S9 Structural Design Sheets and Details

M1 – M5 Mechanical Design Sheets and Details

E1 – E8 Electrical Sheets and Details

I1 – I5 Instrumentation Sheets

Task C.3 – Utilities

a. WEBB will contact Underground Service Alert (USA) for a list of utility companies with facilities in the general project area through WEBB's internet connection with USA. We will then contact the utility companies to obtain atlas maps and design drawings, if available, of their facilities and locations, size, and depth of the facilities within the project area. Our team will do a field review of the project area in detail looking for additional evidence of underground utilities.

b. All utility information received will then be added to the project base maps. The base maps will identify utility owner, type, and size of utility, drawing numbers, and other relevant information pertinent to identify the utility. A final field verification of all utilities will be specified in the construction contract to be completed by the contractor prior to any construction activities to avoid contractor crew down time.

Deliverables: Utility Database and Base Map to be included in Design Drawings

c. Based on the utility research, WEBB will prepare a potholing plan documenting all known utility crossings, other potential conflicts such as parallel utilities where available space is limited, and connection points to the existing system where data is not available on as-built plans. WEBB will propose the locating method recommended for each item identified. These might include potholing (most reliable) to manhole dipping, utility locating, and ground penetrating radar. Ten potholes are budgeted in the proposal per the RFP requirements. A potholing plan will be prepared with the 35% design submittal. It is intended that the 65% design will account for the potholing data gathered in the field.

Deliverables: Potholing Exhibit

- d. WEBB's sub-consultant, Underground Solutions, will perform the potholing investigation and obtain the required permits to conduct the investigation, as applicable. The subconsultant will coordinate with Special Districts and other agencies, as required, to perform potholing for the project. WEBB's survey team will collect the potholing data and insert the data into the design file. A potholing report will be developed and submitted to Special Districts with information discovered during the potholing activities, impacts to design, and mitigation measures to resolve potential conflicts.

Deliverables: Potholing Report with Findings

Task C.4 – Design Survey

a. Aerial and Field Topographic Survey

- Coordinate with aerial subconsultant to set ground targets for aerial mapping of project limits shown in Figure 1.
- Execute Aerial Survey Mapping of project limits to map existing ground surface elevations and identify surface features within the project area including drainage swales, slopes, ditches, curb, gutter, pavement areas, sidewalk, utility appurtenances, structures, fence lines, and other existing visible features.
- Provide a minimum 1" = 40' scale digital aerial topographic survey of the affected project areas with 1-FT contours.
- Field locate and survey existing benchmarks, and establish survey datum for the project. Vertical datum shall be based on the North America Vertical Datum of 1988 (NAVD88).
- Provide supplemental field topographic survey of proposed project areas to obtain ground surface data obscured in the aerial topographic survey by vegetation, along with existing utility appurtenances (waterlines, meters, valves, fire hydrants, blow-offs, air valves etc.) as directed by the engineer/design team to supplement the aerial topography. (Budget includes one eight-hour field day of field survey crew time)
- Utilizing the aerial topographic data combined with the supplemental field topographic data, provide a topographic survey of the project areas with 1-FT contours.
- Process and draft topography data and prepare electronic CAD files for the existing ground surface (FT) file, Civil 3D existing surface (TO) file and existing plan (XP) file for design teams use.

b. Potholing (Survey)

- After potholing is complete, field survey crews will obtain horizontal location and elevation of pothole underground utility marking data (marked by pothole contractor) and used for reference in determining utility elevations. (Budget includes 10 potholes for one eight-hour field day of field survey crew time)
- Provide exhibits depicting pothole number, location, elevation, and horizontal coordinates.

c. Record of Survey (Optional)

- Utilizing the Alignment/ROW Survey & Base Map previously prepared along with a recorded copy of the deed for the property acquired, prepare Record of Survey for the subject property based on the property legal descriptions shown in the recorded deed, per San Bernardino County requirements, including Map Title, Surveyor Notes, Map Body, Legible Map Data, and Legend as applicable.
- Set up to three survey monuments per San Bernardino County requirements for property corners of newly acquired property.
- Prepare Record of Survey application and compile all research and reference documents.
- Coordinate with Special Districts to obtain application review fees. Review fees are not included in this budget, and if necessary, shall be reimbursed to WEBB in accordance with our fee schedule as reimbursable expenses.
- Submit Record of Survey application and process through San Bernardino County Survey Department for review and recordation.

Task C.5 – Permits (Optional Task)

- a. WEBB will coordinate with DDW for review of the design plans and confirm compliance with Special Districts' Operating Permit for the system. WEBB will work to assure that the permit is amended by DDW in coordination with Special Districts.

- b. WEBB will coordinate with Special Districts and SCE to develop the service plan and obtain approval for the new service.

Task C.6 – Right of Way Engineering (Optional Task)

- a. Right-of-Way Mapping - Utilizing available public records research tools, along with title reports provided by Special Districts, WEBB will perform the following:
- Research and compile reference materials pertaining to the property, including reference Record Maps, Corner Records, Tie Sheets, Vesting Deeds, Right-of-Way Deeds and Easement Documents, any easements to be plotted shall be provided by Special Districts.
 - Field locate existing survey monuments, and establish horizontal survey control for the project. Horizontal control datum and basis of bearings shall be based on the California State Plane Coordinate System, NAD 83, Zone 6.
 - Utilizing available record data obtained from public records research, along with title reports provided by Special Districts, calculate and plot the property boundaries, public right-of-way, and easements provided by Special Districts, for the project limits depicted in Figure 1.
 - Prepare a base map delineating property lines, existing public right-of-way, easements, and assessor's parcel numbers, obtained from our records research, field survey data and documents provided by Special Districts. Documents used to establish property/right-of-way lines will be noted.
 - Prepare electronic CAD files for the existing property, right-of-way, and easement line work (PB file) and provide to the design team for use and reference in project design.

Deliverables: Right-of-way Base Map in AutoCAD Format, Copy of Research Documents in PDF Format.

- b. Legal Descriptions and Plats
- Prepare up to three legal descriptions and plats per San Bernardino County standards and requirements for a proposed right-of-way/property acquisition.
 - Provide coordination, attend meetings, participate in phone calls, respond to emails with San Bernardino County and project design team member through the preparation of the legal descriptions and plats.
 - Coordinate with San Bernardino County to have signature pages prepared based on owner information noted in preliminary title reports provided by Special Districts.
 - Coordinate with Special Districts to obtain owner's signatures, and record at the San Bernardino County Recorder's Office.

Deliverables: Signed Legal Description Document and Exhibit (Plat) for up to three Properties or Easements

Task C.7 – Geological/Geotechnical Investigation and Reports (Optional Task)

- a. WEBB will coordinate and work together with our subconsultant, Converse Consultants, for review of the final design to assure that the project is in line with the recommendations provided by the Geotechnical engineer's investigation.

Deliverables: None

Task C.8 – Advertising/Bidding Support (Optional Task)

- a. Pre-Bid Meeting – WEBB will attend and participate in a pre-bid meeting for the construction project which will be held at the tank site for a walk-thru of the site.

Deliverables: None

- b. Pre-Bid Support Services - No budget has been included for this task. Revisions made due to errors and omissions will be completed at no charge to Special Districts. Additional support can be provided for other requested tasks as an optional item.

Deliverables: Responses to Questions

Task C.9 – Construction Support

- a. Progress Meetings – WEBB will attend the pre-construction meeting and bi-weekly progress meetings during construction to assist in answering questions and provide feedback to Special Districts and other stakeholders. Assume one pre-construction meeting and up to eight informational meetings with stakeholders.

Deliverables: None

- b. Answer Contractor RFI's – WEBB will review and answer requests for information submitted by the contractor related to the design documents and assist Special Districts in providing responses to each RFI. Assume 10 RFI's will be submitted.

Deliverables: Responses for up to 10 Contractor Submitted RFIs

- c. Review Contractor Submittals – WEBB will review contractor submitted submittals, including shop drawings, in accordance with the design documents. Each submittal will be reviewed initially for approval and returned within 15 days of receiving the package. If submittals require a second review, the submittals will be reviewed, stamped, and returned within seven days of receiving the submittal package. A third review will be billed additionally, on a Time and Materials basis.

Deliverables: Review up to 40 Submittals for Approval

- d. Plan Revisions – WEBB will revise the drawings to accompany change orders approved during the construction period. Revised drawings will be provided to Special Districts and Contractor in electronic PDF format with revision clouds to indicate changes made for the change order. It is assumed up to three change orders will be approved for the project.

Deliverables: Provide Revised Plans in Electronic PDF Format for up to Three Change Orders

- e. Record Drawings – WEBB will revise and record construction details during the course of the project, and contractor redlines will be utilized during preparation of the revised record drawings. Updates to the record drawings will be made at the completion of construction and will include all field changes based on the contractor's redlined plans, and confirmation by the construction inspection and management team.

Deliverables: Provide record drawings, with redline comments and changes incorporated, in electronic PDF format and AutoCAD drawing format

- f. Project Documents – WEBB will manage and maintain an up-to-date copy of project files in digital format during design and construction phases. A copy of all electronic files will be provided in a CD-RW disk and through an electronic web sharing site to Special Districts at the completion of construction.

Deliverables: Provide SBCSDD with an electronic copy of project files in CD-RW format

Task C.10 Construction Survey/Staking (Optional Task)

- a. Survey Control
- Establish and provide horizontal and vertical survey control points throughout the progress of the project including the setting of project Benchmarks.
- b. Coordination, Calculations and Office Support
- Provide coordination of acquiring project construction plans for consultants use and scheduling of field surveyors with the client/client representative.
 - Provide office support to the field surveyors consisting of task setup, calculating and plotting, and preparation of grade sheets for those items to be staked as requested by the client/client representative.
 - Provide review and cataloging of all developed field compiled data. Distribute digital grade sheets to client/client representative for their distribution to agency and/or contractors.

c. Grading

- Provide site contour staking, consisting of stakes being set along the contours at 200-FT intervals. Stakes to be set adjacent to property lined and/or daylight locations along said contours and graded to contour elevations.
- Provide building/tank pad staking, consisting of one set of stakes being set at the corners/perimeter of building/tank (offsets per contractor request). Stakes to be graded to pad grade and/or finished floor.
- Provide retention/detention basin staking, consisting of slopes staked at 25-FT intervals with stakes. Offset from top of slope with grades to top and bottom of basin.
- Provide over-excavation verification, consisting of field survey verification of elevations for over-excavation locations based on the "as-built" conditions, to be used to verify over-excavation depths and quantities.
- Provide maintenance road staking, consisting of stakes being set at 50-FT intervals along the centerline of lane. Includes grade breaks and angle points. Stakes to be graded to finish surface as noted on plans.
- Provide staking for the forms, tank the ring wall, tank center point, designate/mark orientation north to tie to the orientation on plans for the tank.

d. Grade Certification

- Provide rough grade certification letter(s) in accordance with the California Building Code, Appendix J and based upon field measured observations and their verification to the compliance to the approved plans. WEBB shall certify that all constructed rough grade slopes, pads, basins, and roads are in substantial conformance to the grading plans.

e. Storm Drain

- Provide storm drain lines staking, consisting of stakes being set at 25-FT intervals offset from and graded to the flow line. Includes beginning of curves (BC's) and end of curves (EC's), grade breaks, and manholes.
- Provide drainage inlet staking, consisting of two stakes per inlet being set for the center of inlet. Stakes to be offset from center of inlet and graded to flow line.
- Provide storm drain channel and v-ditch staking, consisting of stakes being set at 25-FT intervals offset from and graded to the flow line.

f. Water

- Provide water mainline staking, consisting of stakes being set at 50-FT intervals offset from and graded to the flow line. Includes Point of Beginning, Horizontal Point of Inflection, Vertical Point of Inflection, Valve Locations, Tee Locations, and connections for services and appurtenances.
- Provide water appurtenance staking, consisting of two stakes for each hot tap, fire hydrant, water meter, blow-off, and air vac. First stake for actual location, second stake for offset and grade.

The total budget for Construction Staking Services outlined within this scope of work is based on a total of six mobilizations, additional mobilizations will be provided on a Time and Materials (T&M) basis in addition to the budget provided. It is acknowledged that the client or client representative will give WEBB a minimum of 48-hour advance notice. Re-stake request will be addressed by a Time and Materials (T&M) ticket based on a four hour minimum, unless previously agreed to in writing.

Exclusions:

1. This scope of work does not include obtaining title reports which may be necessary to identify property ownership, legal descriptions, and/or easements which may encumber the property.
2. This scope of work does not include the preparation and/or filing of a Record of Survey which may be required to be filed with the County Surveyor to establish existing property lines or set survey monuments which have not previously been shown on a record map.

3. This scope does not include the efforts to perform a geotechnical investigation during design and to perform geotechnical testing during construction.
4. This scope does not include the efforts to perform coating inspection services for the steel tank during the construction phase. However, it is our experience that third party coating inspection is critical in the success of a steel tank project such as this and should be performed by a qualified coating inspector. The coating inspection should occur either as part of this contract or contracted separately by Special Districts during the construction phase. We strongly advise that the third-party coating inspection is included in your overall project budget.

Assumptions or Constraints

1. It is assumed that the purchase for the project site property has moved forward, and APN 0357-621-63 is the intended site for the proposed tank and storage building, and on-site improvements. Additionally, it is assumed that the other two sites discussed in the draft technical memorandum, Options B and C, are not considered as part of this project and for the proposed tank.
2. The height of the tank will be verified during design and may slightly differ from what is listed in the proposal. The piping associated with the proposed tank and existing tanks has not been verified and will be evaluated during design, inlet/outlet and on-site placement of the proposed altitude valves has not been reviewed in detail.
3. It is assumed Special Districts will make the model data accessible for the existing water system which will be used to balance the proposed tank with the two existing tanks and pump station hydraulics. The final design and configuration will be verified upon review of the system.
4. Deep fill under the proposed tank could present issues with the tank foundation and differential settlement after construction and filling of the tank. WEBB will take a hard look at this issue to ensure that the grading and compaction is feasible under the tank. Recommendation for piles might be needed under the ring wall. WEB will engage the geotechnical engineer to review our design plans and confirm the approach is feasible. WEBB will also ensure there are appropriate contract requirements for grading observation and compaction testing during construction to address unknown conditions and the quality of the grading work.

F. Work Plan and Schedule

Management Philosophy

Albert A. Webb Associates (WEBB) understands the absolute need for strong project management. We recognize the critical issues associated with schedule, budget management, and communication. Communication and coordination between the engineering consultant and Special Districts is paramount to each project. To guarantee continuous and effective communication, a project manager will be assigned to each project to serve as the primary point-of-contact to Special Districts and a principal-in-charge will be monitoring the entire process. Our project manager makes it a priority to attend all meetings between Special Districts and the project proponents during the project. This will ensure a constant and effective way of communication resulting in strong budget and schedule control.

Responsiveness and Proximity

Our project management and delivery approach has two major elements: (1) use an experienced project management team with detailed experience of the project area, clear understanding of Special Districts' facilities and preferences, and clearly defined responsibilities and proven management tools to deliver this complex project that meets Special Districts' needs on budget and on schedule, and (2) have a detailed delivery plan that is understood and accepted by Special Districts and the consultant team, with deliverables completed on schedule for timely decision making.

Management Responsibilities and Procedures

Bruce Davis, PE, will be the direct point-of-contact with Special Districts' project manager for all contractual matters focusing on resolving any critical contract issues as soon as they are identified. Bruce has the authority to commit firm resources and will support the project manager in managing the overall scope, schedule, and budget. Bruce's experience on large multi-disciplinary projects has trained them to look forward to identify and prevent potential delay-causing issues.

The project manager will be responsible for the day-to-day project and technical management which includes:

- Facilitating frequent and consistent communications with Special Districts
- Implementing the overall delivery plan
- Managing the overall scope, schedule, and budget
- Implementing the QA/QC Program
- Overseeing the project controls staff for timely project management reports

Siming Zhang, PE, will be responsible for facilitating final decisions by Special Districts, coordination, management, communicating to the project team and Special Districts' project manager, preparing and reviewing design deliverables, and directing design support service disciplines and specialty subcontractors. WEBB's project manager will assist in presenting the technical work at meetings and documenting action items and decisions.

The Team QA/QC and Project Management Plan will facilitate successful project execution. Management tools, procedures, and a delivery plan are all contained in a comprehensive Project Methodology Plan that is prepared at the beginning of the project and is updated throughout the project. Having a comprehensive and detailed Project Management Plan is essential for delivering a major design project with an integrated team consisting of the Special Districts, multiple stakeholders, multiple disciplines, and many deliverables. Special District's input into the plan will be essential to make certain it is an effective tool, adequately used, and meets your needs. An outline of the Project Management Plan and some initial comments and items to be included, in addition to our detailed Communication Plan, are as follows:

Kick-off Meeting - Initial Design Workshop

After project award and notice-to-proceed, our project team will conduct a Kick-off Meeting and Initial Design Workshop with all members of the project team and key Special Districts' Staff. The workshop is structured to establish

communication protocols for the project, as well as to identify critical success factors and processes, activities, and tasks that must be carried out to achieve project goals. The workshop is an important step to ensure all parties are focused on the same project goals and help clarify the critical path issues, key outside stakeholders, milestones, and third-party approvals.

Scope Management

A detailed Work Breakdown Structure (WBS) is typically included in our fee budget proposal and will be utilized for the project duration with detailed tasks. With input from the Special Districts, the scope will be finalized and adopted for the overall project. During the execution of the project, the scope will be utilized as a baseline by our project manager, who will manage the scope and work product. If potential changes are identified as the project develops, our project manager will work with the Special Districts to clarify and approve any additional tasks necessary to complete the project.

Schedule Management

A preliminary schedule will be prepared, provided, and discussed. In collaboration with Special Districts, the project schedule and milestones will be evaluated and then modifications will be made to set the final baseline schedule during the initial project kick-off process. The baseline schedule will be monitored and tracked by our project manager to maintain the project milestones and manage critical path items. A tracking schedule will be provided with monthly updates and all schedule variances identified. Actions required to correct schedule deviations will be developed and implemented by the team. The project schedule is an effective management tool when developed and maintained to guide the design team through the tasks required to successfully complete a project. WEBB uses Microsoft Project software to schedule and track project tasks.

Cost/Budget Management Plan

The proposed project budget will be prepared based on tasks required to successfully complete the project. Our project manager will track the final budget compared to the actual earned value, task completion, and cost-to-date and will identify any project cost variance monthly. Corrective actions will be taken to maintain the project budget. If changes to the scope and budget are deemed necessary, our project manager will work with Special Districts to justify the need and clearly define the impacts.

Communication Plan and Management

Communication between all team members and the Special Districts is critical to its success. A key differentiator between our project team and our competitors is our physical location and our ability to meet with the clients and stakeholders quickly. We are committed to providing consistent communication by having required members of the project team available for all Special Districts' meetings.

Issue Management/Risk Management

The tracking of project issues and management of risks is facilitated through a tracking log and available to the [INSERT CLIENT] and the project team. With issues being raised through email, phone calls, and meetings throughout the duration of the project, having a centralized document ensures project impacts are identified, logged, assigned, analyzed, acted upon, and addressed as part of the design process.

Quality Management Plan (QMP)

The quality control for this project will be embedded in every stage of the project development. Our QA/QC Program is designed to enhance the cooperation and synergy between the disciplines in-house, our design teams, sub-consultants, and Special Districts. Our entire staff is part of the QA/QC Program and each plays a significant role in its implementation. As an underlying principle of our QA/QC Program, WEBB will utilize senior level staff to review work the product to utilize the experience and knowledge to each aspect of the project.

Our quality assurance begins with developing a close and continuous line of communication between the design team and Special Districts. Our experience indicates good communication is a critical element to project success. Under our project protocol, we keep an organized directory of all project-related communication, meeting minutes and action items, documents, images, data, and plan sets, which allows us to respond quickly to requests. We will seek the input of operations and engineering staff throughout the project development to ensure the project meets the needs of Special Districts.

The proposed project schedule and work plan, developed by the project manager, will be evaluated by our internal peer review team. We recognize a comprehensive, realistic project schedule is critical to the decision-making process for Special Districts. This schedule will include all interim milestones, reviews, third party reviews, and deliverables for the project.

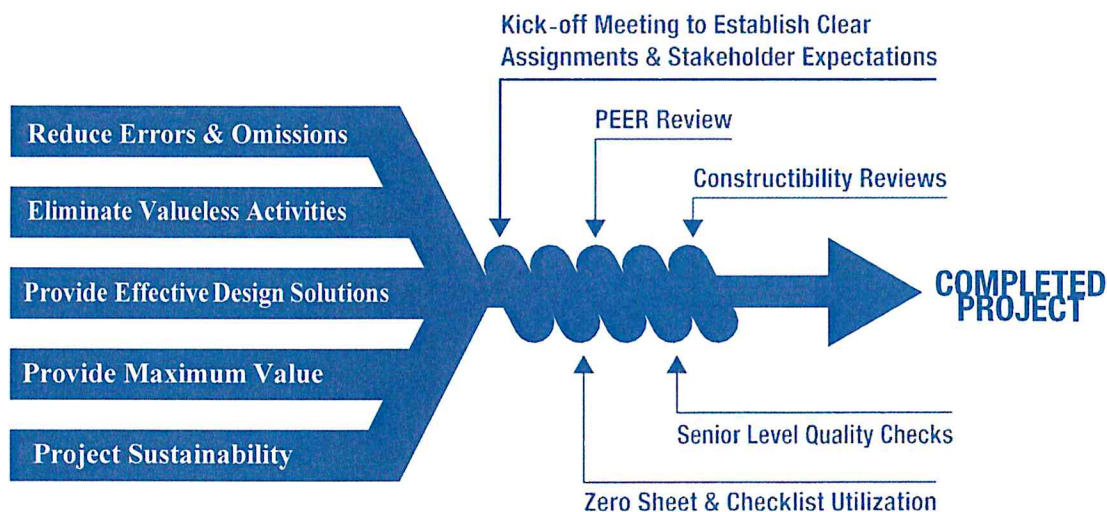
As part of the preliminary design and evaluation of project alternatives, the key project team members will meet and discuss the challenges of each of the proposed alternatives. By bringing these disciplines together early in the project, we can recommend the best project alternative and develop a list of critical design issues that need to be addressed as detailed design is implemented.

A key aspect of our Quality Control Program is the location of existing utilities. These must be confirmed in order to select the most cost-effective alignment. Our in-house utility coordination will acquire the alignments of the existing utilities from the utility companies and combine them for the initial conflict control maps. Our engineers will then walk each of the proposed alternatives and compare the mapped utilities to the site conditions to confirm the correlation between the mapping and the actual locations of bus stops, vaults, valves, catch basins, manholes, and overhead utilities. Potholing of utility crossings will be done to confirm x and y coordinates at each utility crossing so an accurate plan and profile can be designed.

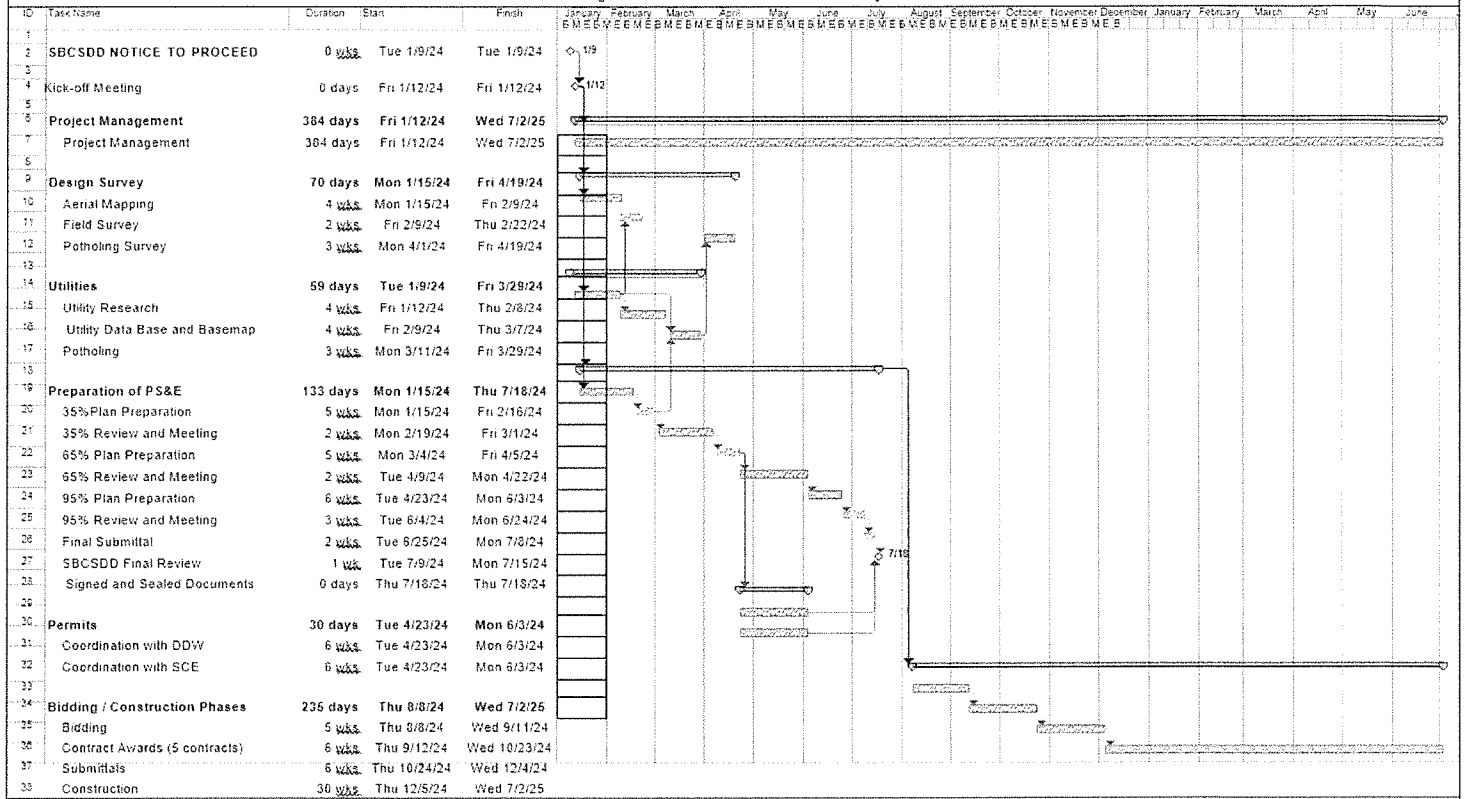
After the preliminary design has been developed, the project will receive a comprehensive internal peer review prior to submittal and coordination with Special Districts. This peer review will be utilized to ensure the preliminary design is clear, concise, comprehensive, and most importantly, meets the objectives of Special Districts.

David Algranti, PE, will use his years of project management experience and will serve on the QA/QC Team. David has been responsible for the successful delivery of large-scale, multi million dollar water supply, and delivery projects for water agencies throughout the region. David will be the lead in performing quality control reviews for the projects. David has over 40 years of experience in the planning, design, and construction of various pipeline projects.

QA / QC PROCESS



**Project Schedule
Eastern Municipal Water District
Design Services for Tank Rehabilitation Project**



G. Certification Regarding Debarment or Suspension

San Bernardino County
Department of Public Works
Special Districts

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ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION; CALIFORNIA SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

In compliance with contracts and grants Contracts applicable under the U.S. Federal Awards Program, the following certification is required by all Proposers submitting a response to this RFP:

1. The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).
2. The Proposer certifies, to the best of its knowledge and belief, that neither any subcontractor listed in its Proposal, nor subcontractor's Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).
3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
4. The Proposer shall provide immediate written notice to the Purchasing Agent if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changes in circumstances.
5. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to the District, the District may terminate the Contract resulting from this RFP for default.
6. Proposer affirms that neither it, nor any subcontractor listed in the Proposal, has any record of recent unsatisfactory performance with the District during the past twenty-four (24) months at a minimum.
7. Proposer also certifies that if it or any of the subcontractors listed in the Proposal 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.

H. Cost

Proposed pricing on Attachment E has been submitted in a separate sealed envelope per RFP instruction and hand delivered to Special Districts office.

I. References

San Bernardino County
Department of Public Works
Special Districts

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ATTACHMENT F - REFERENCES

Name of Agency	Contact Name/Address	Phone Number Email Address	Dates services provided (from/through*)
Jurupa Community Services District	Eddie Rhee, PE Engineering Manager 11201 Harrel Street Jurupa Valley, CA 91752-3715	951.685.7434 Ext. 118 erhee@jcsd.us	1960 - Present
Golden State Water Company	Kirk Phillips Capital Program Manager 2143 Convention Center Way, Suite 110, Ontario, CA 91764	909.937.0111 kirk.phillips@gswater.com	1992 - Present
City of Imperial, Public Works	Jackie Loper, Director of Community Development 420 South Imperial Avenue Imperial, CA 92251	760.355.3336 jloper@cityofimperial.org	1995 - Present

Provide a minimum of three (3) customer references Proposer has contracted with, providing the same service as requested in this RFP.

*Enter "**Present**" if still providing the services (Example: 10/08/13 - present).

J. Former District/County Officials

San Bernardino County
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ATTACHMENT G

EMPLOYMENT OF FORMER COUNTY/DISTRICT OFFICIALS

NAME

None

K. Exceptions to RFP

San Bernardino County
Department of Public Works
Special Districts

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ATTACHMENT H – EXCEPTIONS TORFP

CONSULTANT NAME Albert A. Webb Associates
 3788 McCray Street / Riverside, CA 92506

ADDRESS

TELEPHONE# (951) 686.1070 FAX # (951) 788.1256

I have reviewed the RFP in its entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

None

L. Public Records Act Exemptions

San Bernardino County
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ATTACHMENT I – PUBLIC RECORDS ACT EXEMPTIONS

PROPOSER NAME Albert A. Webb Associates

ADDRESS 3788 McCray Street / Riverside, CA 92506

TELEPHONE# (951) 686.1070 FAX # (951) 788.1256

Proposer requests that specific portions of the contents of this Proposal be held confidential and not subject to public disclosure pursuant to the Public Records Act. The specific portions are detailed below: (Please identify and list your exemptions by indicating the Section or Paragraph number, and Page number, of the Proposal where the content is contained.) **Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that does not meet the requirements of this section will not be considered.**

None

M. Indemnification and Insurance Requirements Affidavit

San Bernardino County
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ATTACHMENT J - INDEMNIFICATION AND INSURANCE REQUIREMENTS AFFIDAVIT THE PROPOSER'S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM AND THE PROPOSER MUST SUBMIT THIS COMPLETED AFFIDAVIT WITH THE PROPOSAL.

I, the undersigned (Please check one box) underwriter X agent/broker, certify that I and the Proposer listed below have jointly reviewed the "Insurance Requirements" in this Request for Proposal (RFP). If the County Service Area 70 J Oakhills ("District") awards the Proposer the Contract for this project, I will be able—within fourteen (14) calendar days after the Proposer is notified of the Contract's award—to furnish the District with all the required, insurance certificate(s) and endorsement(s) as specified in Section X, Paragraph B. Indemnification and Insurance Requirements.

HUB International Insurance Services, Inc.

10-11-23

Insurance Broker / Agency Name
Kristie Koehrer

Date

Kristie Koehrer

Insurance Broker's / Agent's Name (Printed)

Insurance Broker's / Agent's Name (signature)

3390 University Ave., Ste 300 Riverside CA 92501

Address

City

State Zip Code

951-788-8500

951-742-4723

kristie.koehrer@hubinternational.com

Telephone Number

FAX Number

Email Address

Albert A. Webb Associates

Professional Structural and Engineering Design Services for
CSA 70J Reservoir 3A Site Expansion / SDD-038/SPD124-WATER-5044

Proposer's Name

District RFP Name and Number

Below State the Name of Insurance Company Providing Coverage:

DO NOT write "Will Provide," "To Be Determined," "When required," or similar phrases.

Travelers Property Casualty Co of America

Travelers Property Casualty Co of America

Commercial General Liability

Automobile Liability

Travelers Property Casualty Co of America

Lexington Insurance Company

Workers' Compensation Liability

Professional Liability

Pollution Liability

Cyber Liability

Sexual Abuse Liability

[NOTE TO PROPOSER: See Section X, Paragraph B. Indemnification and Insurance Requirements, for details on the basic requirements and types of insurance for this agreement.]

NOTE TO THE UNDERWRITER / AGENT-BROKER: If the insurance forms that the Proposer submits to the District do not fully comply with the Insurance Requirements, and/or if the Proposer fails to submit the forms within the 14-day time limit, the District may: (1) declare the Proposer's Proposal non-responsive, and (2) award the Contract to the next highest ranked Proposer. If you have any questions about the Insurance Requirements, please contact San Bernardino County - Risk Management Department via e-mail Insurance.Questions@rm.sbcounty.gov (Please provide name of RFP with your email question(s)).

B. Indemnification and Insurance Requirements

1. 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. Professional Liability Deductible would need to be declared and approved.

2. Workers' Compensation/Employers 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 two hundred fifty-thousand-dollar (\$250,000) limits, covering all persons, including volunteers, providing services on behalf of the Consultant and all risks to such persons under this Contract. Work Comp coverage is not currently provided for volunteers. Should Webb have any volunteers, we can obtain a quote for coverage at your request.

Cyber Liability Insurance

Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved District entities and cover breach response cost as well as regulatory fines and penalties. Cyber Liability coverage is not currently provided however we can obtain a quote for coverage at your request

Note, Pollution Liability and Sexual Abuse Liability shown on Attachment J - Indemnification and Insurance Requirements Affidavit have been left blank as they do not appear to be required based on Section X. Terms and Conditions, B. Indemnification and Insurance Requirements of the attached RFP.

Please note only this section of this document pertaining to the insurance is being reviewed. This insurance review is for information purposes only. All coverages are subject to the terms, conditions, limitations, and exclusions of the actual policy. In the event of the discrepancy between this review and the policy, policy will supersede this review.

N. Conflict of Interest

San Bernardino County
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ATTACHMENT L

CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

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.

During the term of this Contract Consultant shall not act a Consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the County. Consultant shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way, any matter coming before the County in which the Consultant has a financial interest as defined in Government Code section 87103. Consultant represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the County.

"Consultant" means an individual who, pursuant to a contract with a state or local agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the County to enter into, modify, or renew a contract provided it is the type of contract that requires County approval;
5. Grant County approval to a contract that requires County approval and to which the County is a party, or to the specifications for such a contract;
6. Grant County approval to a plan, design, report, study, or similar item;
7. Adopt, or grant County approval of, policies, standards, or guidelines for the County, or for any subdivision thereof; or

(B) Serves in a staff capacity with the County and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the County that would otherwise be performed by an individual holding a position specified in the County's Conflict of Interest Code.

DISCLOSURE DETERMINATION:

- ☒ 1. Consultant will not be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B above. No disclosure required.
- ☐ 2. Consultant will be "making a government decision" or "serving in a staff capacity" as defined in either Section A or B above. As a result, Consultant shall be required to file a Statement of Economic Interest with the Clerk of the Board of Supervisors in a timely manner as required by law.

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CSA 70J Reservoir 3A Site Expansion



**Attachment M
Senate Bill 1439
Proposer Information Report**

PROPOSAL INFORMATION

Request for Proposal Title: Professional Structural and Engineering Design Services
County Service Area 70J Reservoir 3A Site Expansion

Request for Proposal Number: SDD-038 / SPD124-WATER-5044

DEFINITIONS

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with 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; 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 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-subsidary 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.

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

CSA 70J Reservoir 3A Site Expansion

1. Name of Entity/Individual submitting a proposal: Albert A. Webb Associates
2. 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: N/A
3. Name of agent: N/A

Company Name	Agent(s)
N/A	

4. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the proposed 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/agreement with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

5. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
Yes ☐ No ☒
6. 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 on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-4?

No ☒ If **no**, please skip Question No. 7 and sign and date this form.

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

7. 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/County elected officers to whom anyone listed made campaign contributions.

By signing the Proposal, Proposer certifies that the statements made herein are true and correct. The Proposer understands that the individuals and entities listed in Question Nos. 1-4 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officers while this matter is pending and for 12 months after a final decision by the County.



November 8, 2023

ATTACHMENT E
CONSULTANT REVISED FEE PROPOSAL



CSA 70J Reservoir 2A Site Expansion - Design Services
San Bernardino County - Department of Public Works - Special Districts

Item	Description	Blair Davis Principal II	Shirong Zhang Principal II	Ricardo Perez Senior II	Elizabeth Xiong Associate II	Lexi Hickey Project Coordinator	Joseph Caldwell Principal II	David Alvarado Principal II	Patty Chvez-Peterson Survey Crew	Michael Johnson Principal II	Andres Lopez Senior	Riley Alvarado Assistant III	Jon Res Senior II	Jordan Morrell Assistant V	Annette Tussell Associate I	Total Hours	Subtotal - Labor	Sub-Consultant Budget Original	Sub-Consultant Budget w/ Markup	Expenses	Total/task
Task C.1 - Project Management	Subtotal Rate	\$ 312	\$ 312	\$ 280	\$ 240	\$ 141	\$ 312	\$ 312	\$ 326	\$ 312	\$ 258	\$ 183	\$ 287	\$ 196	\$ 217	88	\$ 22,222	\$ -	\$ -	\$ 180	\$ 22,312
a.	Management and Coordination	2	8			8										18	\$ 4,248	\$ -	\$ -	\$ -	\$ 4,248
b.	Project Management Plan	1	2			2										5	\$ 1,218	\$ -	\$ -	\$ -	\$ 1,218
c.	Project Kick off Meeting	1	3	1	1	2										5	\$ 2,050	\$ -	\$ -	\$ 50	\$ 2,100
d.	Communication and Coordination Meetings	2	18			6										29	\$ 7,509	\$ -	\$ -	\$ 100	\$ 7,609
e.	Invoicing	2	1			6										11	\$ 1,893	\$ -	\$ -	\$ -	\$ 1,893
f.	QA/QC	1					8	8								17	\$ 5,304	\$ -	\$ -	\$ -	\$ 5,304
Task C.2 - Structural and Civil Engineering Plans and Specifications		2	58	106	388											644	\$ 186,720	\$ 61,500	\$ 70,725	\$ -	\$ 237,444
a.	35% Submittal, PS&E		24	80	184											288	\$ 74,048	\$ 15,183	\$ 17,437	\$ -	\$ 91,435
b.	65% Submittal, PS&E	1	16	80	120											127	\$ 50,904	\$ 15,613	\$ 17,935	\$ -	\$ 68,359
c.	95% Submittal, PS&E	1	12	40	80											113	\$ 29,556	\$ 15,583	\$ 17,897	\$ -	\$ 47,353
d.	Final Submittal, PS&E		6	16	24											46	\$ 12,112	\$ 15,161	\$ 17,435	\$ -	\$ 29,547
Task C.3 - Utilities			2	11	36	20										69	\$ 15,104	\$ 11,030	\$ 12,085	\$ -	\$ 27,849
a.	Utility Research				4	12										16	\$ 2,652	\$ -	\$ -	\$ -	\$ 2,652
b.	Utility Database and Base Map			8	24	6										38	\$ 8,845	\$ -	\$ -	\$ -	\$ 8,845
c.	Potholing (10 assumed) - optional		1	1	4	2										5	\$ 1,834	\$ 11,030	\$ 12,085	\$ -	\$ 14,519
d.	Utility Plan / Exhibit		1	2	4											7	\$ 1,832	\$ -	\$ -	\$ -	\$ 1,832
Task C.4 - Design Survey			1	2					28	9	7	14	21		7	89	\$ 24,022	\$ 2,000	\$ 2,000	\$ 324	\$ 27,336
a.	Aerial and Field Topographic Survey								16	1	5	11				33	\$ 8,611	\$ 2,000	\$ 2,000	\$ -	\$ 11,601
b.	Potholing (Survey)								8	1	2	2				14	\$ 3,925	\$ -	\$ -	\$ -	\$ 3,925
c.	Record of Survey		1	2					4	7			21		7	42	\$ 11,466	\$ -	\$ -	\$ -	\$ 11,466
d.	Reimbursable Expenses																\$ -	\$ -	\$ -	\$ 324	\$ 324
Task C.5 - Permits			2	6		2										10	\$ 2,588	\$ -	\$ -	\$ -	\$ 2,588
a.	Coordination with DDW		1	2		2										5	\$ 1,154	\$ -	\$ -	\$ -	\$ 1,154
b.	Coordination with SCE		1	4												5	\$ 1,432	\$ -	\$ -	\$ -	\$ 1,432
Task C.6 - Right of Way Engineering (Optional)			3		10				8	22	2	1	60		10	125	\$ 34,080	\$ -	\$ -	\$ -	\$ 34,080
a.	GIS and Automated ROW/Survey Maps				4				8	10	2	1	30		2	67	\$ 18,451	\$ -	\$ -	\$ -	\$ 18,451
b.	Prepare Legal and Plat (Assume 3)		3		6					12			30		7	68	\$ 16,649	\$ -	\$ -	\$ -	\$ 16,649
Task C.7 - Geological/Geotechnical Investigation and Reports (Optional Task)					2											2	\$ 480	\$ 7,340	\$ 8,441	\$ -	\$ 8,921
a.	Review Services During Design				2											2	\$ 480	\$ 7,340	\$ 8,441	\$ -	\$ 8,921
Task C.8 - Advertising/Bidding Support (Optional Task)			3	0	4											13	\$ 3,576	\$ -	\$ -	\$ -	\$ 3,576

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CSA 70J Reservoir 2A Site Expansion - Design Services
San Bernardino County - Department of Public Works - Special Districts

Item	Description	Blair Davis Principal II	Shirong Zhang Principal II	Ricardo Perez Senior II	Elizabeth Xiong Associate II	Lexi Hickey Project Coordinator	Joseph Caldwell Principal II	David Alvarado Principal II	Patty Chvez-Peterson Survey Crew	Michael Johnson Principal II	Andres Lopez Senior	Riley Alvarado Assistant III	Jon Res Senior II	Jordan Morrell Assistant V	Annette Tussell Associate I	Total Hours	Subtotal - Labor	Sub-Consultant Budget Original	Sub-Consultant Budget w/ Markup	Expenses	Total/task
a.	Prepare Final Bid Documents		1	4	4											9	\$ 2,392	\$ -	\$ -	\$ -	\$ 2,392
b.	Attend Pre-Bid Meeting		2	2												4	\$ 1,184	\$ -	\$ -	\$ -	\$ 1,184
Task C.9 - Construction Support (Optional Task)			34	159	104											297	\$ 80,088	\$ 4,836	\$ 5,560	\$ 270	\$ 86,920
a.	Meetings (Assume 12)		10	10	6											26	\$ 7,350	\$ -	\$ -	\$ 50	\$ 7,410
b.	Address RFIs (Assume 10)		4	20	20											65	\$ 17,160	\$ 1,210	\$ 1,392	\$ 100	\$ 18,852
c.	Submittal Reviews (Assume 15)		4	60												65	\$ 18,298	\$ 1,210	\$ 1,392	\$ 20	\$ 20,705
d.	Plan Revisions (Assume 3 CO)		1	2	12											16	\$ 4,032	\$ 1,210	\$ 1,392	\$ 100	\$ 5,524
e.	Record Drawings		10	55	55											122	\$ 32,240	\$ 1,205	\$ 1,360	\$ -	\$ 33,805
Task 10 - Construction Survey/Staking (Optional Task)									48	2	6			18	2	78	\$ 21,782	\$ -	\$ -	\$ 389	\$ 22,171
a.	Office Support									2	5			16	2	25	\$ 5,484	\$ -	\$ -	\$ -	\$ 5,484
b.	Construction Staking								48		1			2		51	\$ 16,298	\$ -	\$ -	\$ -	\$ 16,298
c.	Reimbursable Expenses																\$ -	\$ -	\$ -	\$ 389	\$ 389
Total		11	134	331	545	52	8	8	54	33	15	15	90	16	19	1413	\$ 370,720	\$ 87,305	\$ 100,401	\$ 1,133	\$ 472,255

1. Rounded to the nearest \$1.