

SPECIAL DISTRICTS DEPARTMENT

Request For Proposals

For The Following

ON-CALL SERVICES

**ARCHITECTURAL; LANDSCAPE ARCHITECTURAL;
CIVIL, MECHANICAL AND ELECTRICAL ENGINEERING;
SURVEYING; CONSTRUCTION MANAGEMENT;
GEOTECHNICAL/MATERIALS/ENVIRONMENTAL
CONSULTING**

RFP NO: SDD090002

Contact:

**Greg Bacon, Senior Project Manager
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I. INTRODUCTION AND OVERVIEW

A. Purpose:

1. The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified professional consultants to provide various on-call services to include Architecture, Landscape Architecture, Civil Engineer/Surveying, Electrical Engineering, Mechanical Engineering, Environmental Consulting, Construction Management, Surveying and Geotechnical/Geology/Material Testing to act on behalf of all San Bernardino County Board Governed Special Districts, County Service Areas and their Improvement Zones, Big Bear Valley Recreation and Park District, Bloomington Recreation and Park District, and the Fire Protection District throughout the County of San Bernardino (Districts). Districts inclusive for this proposal shall be those that are maintained and operated under the governance of the County Board of Supervisors and include services such as domestic water, wastewater, park and recreation, road, fire, street lighting, open space, cemetery, television translator, and/or a combination of any other municipal powers issued to each specific District or Service Area.

2. The Special Districts Department (Department) is responsible for managing the design, engineering, environmental and construction process for the Capital Improvement Program (CIP) projects within all the Districts. Typical projects include new construction; building additions; remodels; renovation of mechanical and electrical systems; roofs; parking lots; roads; water and sewer storage, treatment and distribution facilities; fire stations; maintenance facilities; and parks/playgrounds. Typical duties of Consultant will include, but not be limited to: Preparation of feasibility studies; preparation of engineer reports for use in soliciting project funding; plan check and reviews; design and engineering of maintenance projects; design and engineering of small CIP projects (typically under \$1 Million); advise operations staff on operational procedures as related to engineering; attend meetings on District's behalf; represent Districts on Engineering issues; perform engineering material testing, inspection and reporting; research and accomplish various environmental studies; provide construction management support; etc. The services will be rendered on an as-needed basis and funded through various funding sources to include Federal Stimulus, Community Development Block Grants, Federal & State Grants/Loans, State Proposition and local funding.

3. Districts are geographically located throughout the County (as described in Attachment H) and on occasion extensive travel may be required to perform surveys, conduct site visits, and accomplish field analysis and inspections.

4. The proposal shall demonstrate each firm's qualifications, background and past experience with CIP and maintenance projects for public agencies. The successful consultants will be selected on the basis of demonstrated competencies and on professional qualifications necessary for the satisfactory performance of the services required. This selection process will save time by precluding the need to conduct separate selection process for each project and discipline.

B. Period of Contract: The term of this contract will be for a period not to exceed three (3) consecutive years with two (2) 1-year extension options, beginning July 1, 2010 through June 30, 2013 based on on-going demonstrated satisfactory performance. Sample contract provided in Attachment G.

C. Anticipated Budget: The Districts determined that the anticipated annual budget for the services requested shall not exceed a total of \$4,550,000 per fiscal year (or approximately \$200,000 per contract per year) for approximately 22 contracts. However, some contracts will be more or less per year dependent on the nature of the services required and the anticipated frequency for potential use.

D. Minimum Consultant Requirements:

1. Principal shall possess and maintain current registration and certification as a registered engineer or professional in their respective discipline in the State of California.
2. Consultant shall maintain errors and omissions or professional liability insurance as required in sections V & VI, Indemnification and Insurance Requirements.
3. Consultant shall retain, hire and staff a reasonable amount of qualified personnel to properly, timely and professionally conduct required and requested tasks as identified in Section IV, Consultant Requirements.
4. Consultant shall be proficient and knowledgeable in their individual engineering or professional disciplines as pertaining to municipal services.
5. Consultant will coordinate all matters pertaining to requested work through District Manager, Project Manager or authorized District staff (as listed on Attachment E) by way of a written work order issued by the District. Consultant shall utilize a central point of contact on his staff to confer and coordinate with District.
6. Travel throughout County and attendance at various meetings both public and private.
7. Design, engineer and write specifications for identified maintenance improvement, repair projects or new construction as assigned.
8. Perform feasibility studies, plan checks and review of private developers, new improvement projects that are presented to be accepted into existing District maintained systems. Make correction recommendations and design change suggestions as necessary.
9. Understand the functions of a Special District and how to address engineering related matters within the physical and budgetary constraints of a district.
10. Conduct, compile and prepare maps, drawings and data collection on various District facilities.
11. Be able to provide commissioning and start up services to ensure installed equipment, materials and workmanship functions as intended, designed and specified.

E. Mandatory Pre-Proposal Conference

There will be a Mandatory pre-proposal conference at the Public Hearing Chambers, 175 West Fifth Street, Second Floor, San Bernardino, California, on January 14, 2010 at 10:00 a.m. Attendance at this conference is mandatory. No proposal will be accepted from a Consultant who fails to attend the conference. The DISTRICTS may issue an addendum to the RFP after the proposal conference, if the District considers that additional clarifications are warranted. Only those Consultant's represented at the proposal conference will receive addenda.

F. Questions

Questions regarding the contents of this RFP must be submitted in writing prior to January 7, 2010 and directed to the individual listed below. All questions will be answered and copies of both the question and answer will be provided to all attendees at the scheduled pre-proposal conference.

G. Correspondence

All correspondence, including proposals, are to be submitted to:

Greg Bacon, Senior Project Manager
County of San Bernardino – Special Districts Department
157 West Fifth Street, Second Floor
San Bernardino, CA 92415-0450
Phone Number (909) 387-6076 Fax Number: (909) 387-5968
E-mail: gbacon@sdd.sbcounty.gov

- Fax number and e-mail address may be used to submit questions only. **Proposals will not be accepted by e-mail or facsimile.**

H. Proposal Submission Deadline:

All proposals must be received at the address listed above, no later than 4:00 p.m. on February 4, 2010. Facsimile or electronically transmitted proposals will not be accepted in lieu of actual receipt. Proposals received after the deadline will be marked "LATE" and will receive no further consideration.

II. PROPOSAL TIMELINE:

Release of RFP	December 15, 2009
Deadline for Submission of Questions	January 7, 2010
Mandatory Pre- Proposal Conference	January 14, 2010 @ 10:00 a.m.
Proposal Submission Deadline	February 4, 2010 @ 4:00 p.m.
Proposal Technical Reviews	March 2010
Selection Committee Convenes	April 2010
Consultant Negotiations	May 2010
Tentative Date for Contract(s) Award	June 29, 2010

III. PROPOSAL CONDITIONS

- This solicitation is not intended and shall not be construed as an offer to enter into a contract or agreement. Contract(s) shall be created only by formal approval by the Board of Supervisors and after a competitive evaluation process selecting the successful candidates as further described in Section XI.
- The Department reserves the right to reject any or all proposals, to waive technical errors, discrepancies or informalities in the proposals if they are not affected by law and if to do so is in the best interest of the public. Further, the Department may, at its discretion cancel this solicitation at any time prior to contract award. Under no circumstances shall the Districts be liable for any costs incurred in connection with the preparation and submission of any proposal.
- It is the intent of the Department to select multiple Consultants from this process to better distribute the anticipated workloads and to allow for critical timeline compliance in required tasks as deemed necessary by the Department. A minimum of two contracts per discipline may be issued that equate to approximately \$150,000 to \$250,000 each/per year. Successful consultants may be required to work together on similar projects to properly compile required data and prepare plans and specifications for a given project. In addition, various data collection such as surveys, rate studies, cost estimating, maintenance/operational issues and new construction may need to be coordinated simultaneously requiring inter-disciplinary cooperation.

IV. CONSULTANT REQUIREMENTS

A. SCOPE OF SERVICES GENERAL – On-call services for the following Consultant Services: Architectural, Landscape Architectural, Civil Engineering/Surveying, Electrical / Mechanical Engineering, Construction Management, Environmental Consulting, Geotechnical /Geological/ Material Testing firms.

- Consultants must demonstrate professional capabilities to perform the tasks assigned and at a minimum, must have professional and business licenses required by the State of California and a demonstrable expertise in one or more of the disciplines necessary to accomplish the anticipated work.
- Consultants must specify which service(s) from the list below they are submitting a proposal on. Individual tasks will be negotiated as stand-alone assignments terminating when the task budget is exhausted, task requirements have been met or the task time frame has expired.

- The Department will negotiate with selected consultants to enter into not-to-exceed contracts of up to three (3) years duration. Multiple consultants will be selected for each type of discipline and consulting service.
- The Department shall direct the work of Consultant by way of a written work order (sample Attachment D) issued and assigned for specific task(s) required for the district(s). All work requested, will be authorized by the issuance of a written work order itemizing the work required and shall be signed by the authorizing agent and officers of the Districts. Work order shall include those services required at a not-to-exceed fee as estimated by Consultant based on the approved fee schedules as made a part of the contract. Work shall not be initiated until an approved work order has been received by Consultant.
- Consultant shall provide the Department updates to his fee schedule annually in accordance with applicable and reasonable cost increases (if any). Any substantial increases must be reviewed and approved by the Department prior to any work authorization. Any such cost increases must be tied to reasonable consumer cost indexes such as CPI (Consumer Price Index) or any other widely accepted index. Revised fee schedules shall be submitted no later than June 1 of each year in order to adjust annual Department budgets.
- Consultant services provided by consultants will include all such professional services to support the Department and Districts with special expertise and design/engineering support including but not limited to the following:

1. ARCHITECTURAL / LANDSCAPE ARCHITECTURAL

Specify in proposal if providing consultant services in Category A and/or Category B below:

CATEGORY A: Consultant services with estimated construction costs of \$500,000 or less per project.

CATEGORY B: Consultant services with estimated construction costs of \$500,000 to \$1,000,000

Services may consist of any of or all of the services necessary to:

- Consult with authorized employees (Attachment E) agents and representatives having jurisdiction relative to the design and construction of the project.
- Make field trips as required to review existing site conditions, and to properly prepare design and construction documents.
- Attend design meetings as scheduled by District, prepare and distribute minutes of meeting.
- Prepare plans and specifications in such form as to comply with the latest applicable laws, building codes, and ordinances. All applicable energy requirements shall be met and required calculations performed.
- Prepare design documents, construction documents, and other required drawings along with technical specifications and product recommendations describing size, character and quality of the project. Revise documents to the satisfaction of the District.
- Prepare and submit itemized cost estimates at the design development and construction document phases.
- Prepare addenda, interpret the construction documents, and prepare clarification documents.
- Attend construction meetings as scheduled, prepare and distribute meeting minutes.
- Make periodic site visits to the project site during construction to assure that the progress of work, the character, scope and detail of construction, the quality and quantity of materials and equipment and the standard of workmanship conform to the intent of the plans and specifications as designed by the architect.
- Provide technical direction, interpret the construction documents and make recommendations regarding potential claims, disputes and any other matter in question between the construction contractor and District.
- Analyze substitutions, test reports, materials, equipment, systems, schedules, shop drawings, laboratory reports, samples etc. and make recommendations to the District.

- Assist when requested by the District in reviewing all contractor pay requests.
- Participate in the final inspection of the project, compile punch list, and advise District as to the acceptability of the work performed by the contractor.
- Prepare and furnish final record drawings and specifications including such revisions that may have been made during the course of construction.

2. **CIVIL / ELECTRICAL / MECHANICAL ENGINEERING**

Specify in proposal if providing consultant services in Category A and/or Category B below:

CATEGORY A: Consultant services with estimated construction costs of \$500,000 or less per project.

CATEGORY B: Consultant services with estimated construction costs of \$500,000 to \$1,000,000

Services may consist of any of or all of the services necessary to:

- Consult with authorized employees (Attachment E) agents and representatives having jurisdiction relative to the maintenance, design and construction of the project.
- Prepare and submit itemized cost estimates at the design development and construction document phases.
- Provide land surveying, property surveys, topographical surveys, location and construction surveys as needed and requested. Surveying will include data acquisition, data interpretation, plan preparation, recordation, obtaining legal descriptions, monument and construction staking.
- Inspect and observe existing facilities for proper operation and maintenance, describing deficiencies and/or problem areas. Make recommendations to rectify those deficiencies and/or problems and determine possible complications and costs.
- Prepare plans and specifications in such form as to comply with the latest applicable laws, building codes, and ordinances. All applicable energy and electrical requirements shall be met and required calculations performed.
- Analyze data to develop plans for corrective actions.
- Perform feasibility studies for various facilities or projects.
- Plan-check and assist with inspecting privately constructed facilities and systems intended for acceptance into the districts' maintained systems (primarily water & sewer).
- Consult and assist with details for planning federal and state funded projects from preliminary stages through construction.
- Represent the districts at pre-bid, bid openings, and pre-construction project meetings as required.
- Oversee and provide on-site inspection of facility construction projects to insure compliance with plans and specifications. Review/approve contractor progress payment requests.
- Perform Assessment Engineering for all types of district formations, annexing or de-annexing actions (Civil).
- Perform rate and fee studies where applicable.
- Perform hydraulic model analysis of water systems (H2O NET computer model).
- Participate in the final inspection of the project, compile punch list, and advise District as to the acceptability of the work performed by the contractor.
- Work with appropriate regulatory agencies and other agencies in representing the Districts.

3. **ENVIRONMENTAL CONSULTANT**

- Consult with authorized employees (Attachment E) agents and representatives having jurisdiction relative to the project.
- Review, prepare and submit necessary documentation that will satisfy regulating agencies and the District's CEQA/NEPA review process requirements, procedural steps and proposed mitigation measures on a project-by-project basis.

- Consultant will review project and provide assessment determination whether the project qualifies for environmental exemption. The review shall encompass statutory exemptions, categorical exemptions (Federal, State & Local) and identify any similar past or current projects that the County has determined to be exempt.
- Consultant shall prepare Negative Declaration and/or Environmental Impact Reports (EIR) including the Notice of Determination and letters that indicate the preferred type of environmental determination, types of mitigating measures required, type of review required, and any other pertinent documentation needed to complete this tasking. Completed forms shall be submitted to District for required signatures.
- Consultant shall complete and finalize an EIR upon District approval and assist the District in submission to State and local clearing houses for public comment period advertisement. Consultant shall compile all comments upon conclusion of the comment period and incorporate all necessary mitigating measures into the final document.
- Consultant shall assist the District in compiling all staff reports, summaries, overriding considerations and final EIR for submission to the District's legislative body for approval and final decision (the Board of Supervisor's). Upon final approval, Consultant shall prepare a Notice of Determination and any other final actions to dispatch the EIR in compliance with appropriate guidelines. All documents shall be turned over to District's Project Manager for inclusion into the proposed project. Documents should be on disk and in Microsoft Word format.
- Perform when requested Phase I and II Environmental Assessments on properties that the Districts may purchase, acquire or receive for the development/construction/expansion of it's facilities.
- Coordinate on District's behalf with regulating agencies and other municipalities on matters associated with environmental impacts and specific requirements on those projects requiring such coordination when requested.
- Consultant shall prepare all documentation required in a timely manner and include any supporting documentation as needed and required by applicable guidelines and environmental reporting regulations.
- Consultant shall perform all surveys, field studies and research required to accomplish any of the tasks required.
- Consultant when required shall perform field observation and inspection of contractor work performing for the district ensuring compliance with environmental statutes, implementation measures and compliance with Best Management Principles as identified and approved in various environmental documents.
- Consultant shall perform various hazardous materials abatement inspections when requested and provide analysis and reports on any findings with abatement recommendations.

4. CONSTRUCTION MANAGEMENT

- Consult with authorized employees (Attachment E) agents and representatives having jurisdiction relative to the project.
- Perform Site Visits as required to gain knowledge and understanding of project site constraints.
- Review plans, specifications and make determinations based on site and plan consistency, utilization of common construction methodology, terminology, technology and applicable code impacts (if any) for constructability.
- Identify and report on the proper and adequate use of construction standards, their enforceability, and the comprehensiveness of the general conditions.
- Prepare and perform Value Engineering analysis and comment on Project's use or lack of use with regards to overall Value. Make recommendations as necessary.
- Provide design and construction cost estimating utilizing current cost estimating guides or actual costs.

- Prepare or assist in the preparation of construction bid documents on Department supplied boilerplate.
- Prepare or assist in the preparation of pre-bid items such as addendums, bid documents, coordinate bid document changes, coordinate and distribute Request for Information (RFI's), conduct and schedule pre-proposal conferences and/or pre-bid job walks.
- Perform quality assurance and implement quality control measures with regards to the construction of the project. Provide qualified/certified resident inspectors when requested.
- Coordinate, schedule and implement through appropriate agencies and personnel the performance of inspections and testing for the project whether code compliance, quality control or special inspection.
- Assist with contract change orders, construction delays, errors and omissions, and any project detriments that would negatively affect the project, project's budget and/or project outcome.
- Prepare and maintain documents and records necessary for effective project management on media as directed by the District.
- Coordinate, distribute and track all material submittal reviews and route to appropriate Consultants or individual for appropriate approvals.
- Insure contractor is submitting proper labor reports, time and material reports, material invoices and/or tickets, certifications, warranties and all other such documents as necessary for a complete and successful project.
- Assist with project close-out, establish punch-lists, deliver maintenance bonds and/or manufacturer warranties, start-up directions, insure that all items are satisfactorily completed and aid with occupancy transition.
- Perform any post-completion project analysis and reporting necessary and as required.

5. GEOTECHNICAL/GEOLOGICAL/MATERIALS TESTING

- Consult with authorized employees (Attachment E) agents and representatives having jurisdiction relative to the project.
- Monitor, sample, test, report, and contract performance enforcement of contractors for construction concrete used in District projects with adherence to American Concrete Institute (ACI) or IBC standards in sampling, testing and batching of concrete.
- Material quality control of paving and road construction materials such as sub-base, base, sand, aggregate, paving mixes, seal coats, chip and slurry seals, and/or other materials specified in County projects where an industry standard is required as to material quality, mix, ratio, and application procedures.
- Compaction testing of native or import soils (prepared or natural), to include but not limited to R-values, aggregate analysis, sieve analysis, gradation classification, moisture content, and shear analysis.
- Soil testing may be accomplished using ASTM D 1556 & 1557 (sand cone) method or Nuclear Density Gauge.
- Percolation testing for determining the suitability of soils to permit on-site wastewater disposal systems.
- Recommendations regarding septic tank size, leach lateral number and spacing, area requirements for leach systems, and other relevant technical data needed to permit a domestic, commercial, or other waste disposal systems on a site.
- Evaluating soil types for suitability of seepage pits/tanks, general building foundations, other structures such as water reservoirs, wells, etc. Determining standing groundwater levels, sizing seepage pits, structure footings as to area, depth, and other factors.
- Determining soil foundational requirements and making recommendations as to construction structural requirements as related to soils.
- Ground penetrating radar surveys with reports for depth analysis of existing utilities or other items.

- Ground seismic and fault analysis with complete reporting for new construction geologic condition reports.
- Report, analysis of data, and other tasks dealing with geological matters as required.
- Hydrogeological sub-surface soil investigations, drill cutting analysis, data collection and logging, and recommendations/reports to aid in determining required water well depths; sizing and capacities; casing perforation sizing and gradation of gravel pack recommendations; and to determine overall hydraulic flows to aid in equipment sizing.

V. INDEMNIFICATION

Indemnification as applicable to architects, landscape architects, engineers and surveyors are as follows:

Consultant shall defend and indemnify the County of San Bernardino, Special Districts Department and the individual districts for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional.

Indemnification applicable to construction management, geotechnical/materials/environmental consultants is as follows:

The Consultant agrees to indemnify, defend (with counsel reasonably approved by County or District) and hold harmless the County, District and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County and/or District on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Consultant's indemnification obligation applies to the County's and/or District's "active" as well as "passive" negligence but does not apply to the County's and/or District's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

VI. INSURANCE

The Consultant agrees to provide insurance set forth in accordance with the requirements herein. If the Consultant uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Consultant agrees to amend, supplement, or endorse the existing coverage to do so.

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

- **Workers' Compensation** - 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 Agreement.

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 Worker's Compensation coverage will be waived by the County's Director of Risk Management.

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

- **Commercial/General Liability Insurance** - The Consultant shall carry General Liability Insurance covering all operations performed by or on behalf of the Consultant providing coverage for bodily injury and

property damage with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. The policy coverage shall include:

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

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

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

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

- **Umbrella/Excess Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the 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 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 County District.

If insurance is being 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 be provided for a minimum of five (5) years after contract completion.

- **Policies Primary and Non-Contributory** - All policies above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the District.
- **Severability of Interests** – The 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 and/or County and any other insured or additional insured under the policy.
- **Waiver of Subrogation Rights** - The Consultant shall require the carriers of the above-required coverage to waive all rights of subrogation against the District, and their 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 rights of subrogation prior to a loss

or claim. The Consultant hereby waives all rights of subrogation against the District and County.

- **Additional Insured** - All policies, except for the Workers Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County, District, and their 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 fullest 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.
- **Proof of Coverage** - Consultant shall furnish certificates of insurance to the District's representative administering the contract evidencing the insurance coverage, including endorsements, as required, 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 District; and Consultant shall maintain such insurance from time Consultant commences performance of services hereunder until the completion of such services.

Within fifteen (15) days of the commencement of this Agreement, the Consultant shall furnish a copy of the Declarations 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 County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Consultant or County payments to the Consultant will be reduced to pay for County purchased insurance.
- **Insurance Review** - The above insurance requirements are subject to periodic review by County District and the County. The County's Director of Risk Management or designee is authorized, but not required, to reduce or waive or suspend any insurance requirements whenever the Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of County District or the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County District or County, inflation, or any other item reasonably related to County District's or County's risks.
Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Architect agrees to execute any such amendment within thirty (30) days of receipt.

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

VII. GENERAL CONTRACT TERMS

A. Representation of the Districts

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

B. 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. Consultant Primary 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 point of contact without written notification to the District.

D. Subcontracting

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

E. Contract Assignability

Without the prior written consent of the Director of the Special Districts Department, the Contract is not assignable by Consultant either in whole or in part.

F. 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 by way of contract amendment and approved by the Districts governing Board.

G. Termination for Convenience

The District for its convenience may terminate in whole or in part upon thirty - (30) calendar day's written notice of a Contract. If such termination is effected, an equitable adjustment in the price provided for in the Contract shall be made. Such adjustment shall provide for payment to the Consultant for services rendered and expenses 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 the 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.

H. Venue

The venue of any action or claim brought by any party to this Contract will be the Central District Court of San Bernardino County. 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, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

I. Attorneys Fees

Consultant agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under the contract.

J. Licenses and Permits

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

K. Labor Laws

Consultant shall strictly adhere to applicable provisions of the Federal and/or State Labor Codes regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. The Consultant shall forfeit to the District any penalties prescribed in the Labor Code for violations.

L. Equal Employment Opportunity Program

Consultant agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, and other applicable Federal, State and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

Consultant agrees to comply with the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the American Disabilities Act.

Consultant agrees to comply and certify compliance with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et sec.

M. Conflict of Interest

Consultant shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and District or the County. Consultant shall make a reasonable effort to prevent employees, consultants, 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, District, and other local agencies are subject to applicable conflict of interest codes and state law. In the event District determines a conflict of interest situation exists, District may disallow any increase in costs associated with the conflict of interest situation, 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.

N. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting contract, the District determines that the Consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the District, the Consultant may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated. In the event of a termination under this provision, the District are entitled to pursue any available legal remedies as prescribed by law.

O. 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 RFP.

The District, by written notice, may immediately reject any proposal or terminate any Contract resulting from this RFP 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 or any solicitation for consideration that was not reported. 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 Director of Special Districts Department. In the event of a termination under this provision, the District is entitled to pursue any available legal remedies.

P. Ownership of Documents

All documents, data, products, drawings, tracings, graphics, computer programs, and reports prepared by the Consultant pursuant to this Contract shall be considered the property of the District upon payment for services. All such items shall be delivered to District at the completion of the work under the issued work order and Contract, subject to the requirements of Section VII, General Contract Terms Subsection G Termination for Convenience. Unless otherwise directed by District, Consultant may retain copies of such items.

Q. Former County Officials

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. 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 the business. Information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative 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 response to the request for proposal being deemed non-responsive.

R. Electronic Fund Transfer

Consultant shall accept all payments from the 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 the District required to process EFT payments.

S. Recycled Paper Products

The County and District has adopted a recycled product purchasing standards policy (11-10), which requires Consultants to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the District. The policy also requires Consultants to use both sides of the paper sheets for reports submitted to the District whenever practicable.

T. Disclosure of Criminal and Civil Proceedings

The District reserves the right to request information described herein from the Consultant 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 Consultant. The District also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Consultant also may 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 Consultant 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 Consultant will be asked to describe any such indictments or charges (and the status thereof), convictions and surrounding circumstances in detail.

In addition, the selected Consultant may 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 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 District. "Key Employees" do not include clerical personnel providing service at the firm's offices or locations.

U. Protests

Consultants may protest the recommended award, provided the protest is in writing, contains the RFP number and is delivered to the Special Districts Department, 157 W. 5th Street, Second Floor, San Bernardino CA. 92415-0450, and submitted within ten (10) calendar days of the date of notification of intent to award.

Grounds for protests are that the Department failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law.

Protests will not be accepted on any other grounds. In the event of a protest, all protests will be handled by a panel ("Appeals Panel") designated by the Director of Special Districts Department or his superior. The Appeals Panel will consider only those specific issues addressed in the written protest. The protestor will be given the opportunity to present information to the Appeals Panel in a hearing. Within five days of the hearing, the Appeals Panel will render its decision and provide written response to the Proposer advising of the decision regarding the protest and the basis for the decision.

V. California Public Records Act

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et Sq and the following. Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of the response:

NOTICE

The data on pages _____ of this proposal response, identified by an asterisk () or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the District determines is proper under federal, state and local law.*

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

The District assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the District a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. The District will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

W. Right to Monitor and Audit

1. Right to Monitor

The County, Districts and the State of California 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 Districts in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by the Districts.

In the event the Districts determines that Consultant's performance of its duties or other terms of this Contract are deficient in any manner, District will notify Consultant of such deficiency in writing or orally, provided written confirmation is given five- (5) days thereafter. Consultant shall remedy any deficiency within forty-eight- (48) hours of such notification, or Districts at its option, may terminate this Contract immediately upon written notice, or remedy deficiency and off set the cost thereof from any amounts due the Consultant under this Contract or otherwise.

2. Availability of Records

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

X. District Responsibilities

The District shall make available all such pertinent data to include documents, drawings, reports, photos and specifications in the condition they exist and has on file for Consultant's use in the direct performance of his assigned duties. The District shall also allow the Consultant access to its properties, facilities and sites either escorted or unescorted as determined by the Districts security requirements for that site. District staff will be available to answer questions and to demonstrate various operational processes when Consultant deems these are important in his task accomplishment and requests such in sufficient advance notice.

District shall notify consultant of funding source(s), potential funding sources and amounts available to accomplish desired work.

The District shall pay for any publishing costs with respect to advertisements of notices for public hearings or similar items. The Consultant shall pay for all draft and final report printing.

Proposal preparation and associated direct costs are the sole responsibility of the Consultant and will not be reimbursed.

District will pay Consultant for its services rendered under the approved contract and upon satisfactory submission and approval of all itemized invoices monthly. Invoices should be submitted not later than the 20th of each month. Consultant invoices shall include the District the work was accomplished for, Work Order Number, itemized description of service(s) provided, and either hourly rates expended for

the assignment (per the approved fee schedule) or the negotiated fee amount for the task issued. If progress billings are necessary, the invoice shall contain "running" totals based on the cost for service agreement.

Y. ARRA Funding (Federal Stimulus) Requirements (If Applicable)

Under an awarded Contract, the work assigned, may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the District for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Consultant must contact the District contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Consultant will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the District may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Consultant agrees to fully cooperate in providing information or documents as requested by the District pursuant to this provision if applicable. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Consultant may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its sub-consultants also register in the same database. Consultant must contact the District with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Consultant agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Consultant agrees to separately identify to each sub-consultant and document at the time of subcontract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Consultant may be required to provide detailed information regarding expenditures so that the District may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Consultant agrees to fully cooperate in providing information or documents as requested by the District pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

VIII. WORK STANDARDS:

1. All final documents presented for District use shall be signed and stamped bearing the Principal engineer's current stamp and signature except for those customarily not requiring such action.
2. All final drawings shall have District Cover sheet on them with signature blocks for District, Project and other managers required to sign such drawings. District may supply a sample of such sheet. Drawings typically will be presented on D size sheets (24 x 36).
3. All work performed by Consultant shall be accomplished in a professional, safe and timely manner. To include site visits, job inspections and performance of assigned duties.
4. All work will comply with applicable jurisdictional requirements and standards. Consultant shall be responsible to understand what jurisdictional requirements apply to what assignment.
5. All copies of work shall be given to the District in an acceptable format to include electronic copies on disk. Formats that are acceptable are Auto Cad Version 2006; Microsoft Word, Excel and Project formats Versions 2003; Terra Model - Latest Version; other programs may be acceptable if first verified with the District. Both hard and electronic copies will be required of all documents.

IX. PROPOSAL SUBMISSION:

A. General

1. All interested and qualified Consultants are invited to submit a proposal for consideration. Submission of a proposal indicates that the Consultant has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. 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. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. A proposal may not be considered if it is conditional or incomplete.
3. All proposals and materials submitted become the property of the Districts. They shall be stored in a secure location with access limited to specific District staff and representatives. All proposals received are subject to the "California Public Records Act."
4. Proposal format shall be in the form as outlined in Section X of this RFP.

B. PROPOSAL PRESENTATION INSTRUCTIONS:

1. All proposals must be submitted on 8 1/2" x 11" paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spacing. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly identified and consecutively numbered at the bottom of each page. Do not submit more than 25 pages. Submittals containing more than 25 pages will not be considered.

2. One – (1) original and five (5) copies, for a total of six (6) of the complete proposal must be received by the deadline for receipt of proposal as specified in Section II, (PROPOSAL TIMELINE). The original and all copies must be in a sealed envelope or container marked on the outside with Consultant or Firm Name, Address, Telephone Number, RFP number, RFP Title, and the Proposal due date.
3. Included in a separate sealed envelope marked “Fee Schedule” one (1) original and five (5) copies of Consultants proposed fees for itemized hourly rates, transportation costs and typical reimbursement costs as described in Attachment F. Consultant may use his own fee schedule on corporate letterhead. California State Sales Tax should not be included in Consultants rates.
4. Proposals must be verified before submission as they cannot be withdrawn, or corrected after being opened. The District will not be responsible for errors or omissions on the part of proposers in making up their proposals. A responsible officer or employee must sign the proposal.
5. Hand carried proposals may be delivered to the address above only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the Districts. 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.

Please do not include any extraneous information that is not required by this Request for Proposal.

C. LATE PROPOSALS:

Proposals received after the deadline will be marked “LATE” and will receive no further consideration.

D. PROPOSAL OPENING:

Proposals will be opened and evaluated by the Project Manager as to meeting the minimum proposal requirements and the copies will be distributed to a pre-selected selection committee. Consultants shall be notified of the Selection Committee’s results when final determination has been made. Consultants may be contacted and required to attend an informal interview to clarify any proposal questions or to otherwise narrow qualified candidates to a short list. The contract(s) will be submitted for approval by the Board of Supervisors at their next available scheduled meeting.

E. ACCEPTANCE OR REJECTION OF PROPOSALS:

Proposals shall remain open, valid and subject to acceptance anytime within one hundred fifty (150) days after the proposal opening date and time unless a longer period of time is mutually agreed to by the parties.

The District reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request or to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

X. PROPOSAL FORMAT:

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

- A. **Proposal Letter** – A cover page on company letterhead outlining the proposal and briefly introducing the company as follows:

- Name and address of the organization submitting the proposal and the name, address and telephone number of the consultant's office located nearest to San Bernardino CA. and the office from which projects will be managed.
 - Name, address, phone number and e-mail address of the contact person who will be authorized to make representations for the organization.
 - A statement that the offer made in the proposal is firm and binding for 150 days from the date the proposal is opened and recorded.
 - Proposer shall identify any Exceptions taken to the RFP or the Sample Contract in accordance with Section X, Subsection K
 - Attachment A (Statement of Certification) is to be used as an attachment to the cover page for necessary contractual information purposes. This form must be fully completed and signed by an authorized officer of the Consultant.
- B. **Statement of Certification** – A completed statement of certification (Attachment A) must be submitted that will address the questions appropriately as asked on the form. Statement of Certification may be inserted or attached in the Cover Page Proposal Letter Section.
- C. **Table of Contents** – All pages of the proposal, including the enclosures, must be clearly and consecutively numbered, tabbed and correspond to the Table of Contents.
- D. **References** – Provide a minimum of three (3) references from other agencies that you have established a contract with on a similar basis, and of similar size as the District. Provide Contact Name, Address, Phone Number, and dates services were provided. This information must be included as Attachment C or similar document.
- E. **Proposal Description** – A detailed description of the proposal being made.
1. The proposal should address, but not be limited to, all terms in Section IV applicable to the discipline submitting a proposal on. Proposers may submit on multiple disciplines in one proposal if they are qualified and can maintain all other RFP requirements.
 2. The proposal should include the following:
 - (a) A brief synopsis of the Consultants understanding of Special Districts needs and how the Consultant plans to meet these (service approach).
 - (b) An explanation of any assumptions and/or constraints.
- F. **Statement of Qualifications** – Include the following in this section of the proposal:
1. Number of years the prospective Consultant has been in business under the present business name, as well as related prior business names relative to their specific discipline and/or license.
 2. Describe the proposers experience in providing services as described in this RFP and include a brief outline of projects performed for similar public agencies within the past five (5) years
 3. Provide references from each of the projects cited above and include the name, title, address, phone number of the person(s) at the client organization most knowledgeable about the work performed. Additionally the Proposer may supply references from other work not cited in this section as related experience.
 4. List any agencies that proposer is currently serving as on-call professional to.
- G. **Licenses, Permits and Certifications**

Provide copies of all licenses, permits and certifications as required under Section I, paragraph D (Minimum CONSULTANT Requirements). Engineer licenses need only be identified for individuals that will actually be assigned to perform under this contract.

H. Staffing

- Provide list of key individual(s) who will be working on the anticipated projects and indicate the functions that each will perform. Include a brief resume for each individual.
- Upon contract award and throughout the contract period, if consultant chooses to assign different personnel to the project, the consultant must submit their names and qualifications including information listed above to Department for approval before they begin any work.

I. Insurance

Submit evidence of ability to insure as stated in Section V & VI, Indemnification and Insurance Requirements. (A sample Insurance certificate with all endorsements, riders and coverage will be provided)

J. Financial Solvency

Include brief financial statements that outline the company's financial background and the ability to be fiscally responsible, include a brief history of corporate financial growth.

K. Exceptions to Proposal

Proposers must identify, in the Proposal Letter, any exceptions to the provisions of this RFP, including the Sample Contract (Attachment G). If no exceptions are stated, it will be assumed and understood that all provisions are satisfactory to Proposer and that all provisions will be complied with, without exception. ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL, AND MAY BE GROUNDS FOR REJECTION OF A PROPOSAL AS NON-RESPONSIVE.

XI. PROPOSAL EVALUATION AND SELECTION:

A. GENERAL REQUIREMENTS:

Proposals will be subject to a review, evaluation and selection process developed by the Districts, which includes, but is not limited to:

1. Analysis of the mandatory submittal of the minimum requirements.
2. Functional and service requirements analysis (technical review).
3. Consultant's proposed service approach and diversity in performing such services.
4. Reference checks and review of qualifications.
5. Geographic Location of Consultant's office where majority of work will be performed in relation to San Bernardino.
6. Cost evaluation (hourly fees as well as reimbursable costs and any mark up percentages).
7. The Evaluation and Selection Committee will most likely comprise of the following members:
Greg Bacon, Senior Project Manager, Committee Chair (non-voting member)
Gary Martin, Senior Project Manager, Special Districts Department
James A. Oravets, Division Chief, Engineering, Construction & Operations
Bill Stone, Water & Sanitation Operations Manager
Appointed Member from County Purchasing Department
Outside Department Member (possibly County's Architecture and Engineering) – to be determined later

B. Evaluation Criteria:

1. Initial Review - All proposals will be initially screened to determine if they meet the minimum requirements:

a) The proposal must be complete, in the required format, and be in compliant with all the requirements of this RFP.

b) Prospective Consultants must meet the requirements as stated in the Minimum Requirements as outlined in Section I, D. Failure to meet all of these requirements will result in the proposal being rejected. The proposal may not be rejected, however, if it contains only minor irregularities, defects or variations and if the irregularity, defect or variation is considered by the Districts to be immaterial or inconsequential. In such cases the Consultant will be notified of the deficiency in the proposal and be given an opportunity to correct the submission, or the District may elect to waive the deficiency and accept the proposal as is.

2. Technical Review – Proposals meeting the above requirements will be forwarded to the selection committee to be evaluated and graded based on the following criteria:

a) Functionality – Ability to meet the widest needs of all Districts as well as specialize in certain required areas (ie, water/wastewater, drainage, assessment engineering, environmental, structural, etc.).

b) Qualifications and experience in providing service of similar type and size

c) Ability to provide services in a timely manner

d) Costs (as compared with other like services)

e) Geographic Location – of main servicing office (not necessarily the corporate office)

f) Service Approach – Understanding of Special Districts programs, policies and procedures.

3. Cost Evaluation – The primary consideration will be the effectiveness of the firm or organization in the delivery of services based on demonstrated performance. Cost effectiveness is only one component, and not necessarily the primary one and will be evaluated last. Fees for services (hourly rates) will be randomly selected, by discipline for the various personnel classifications as provided and those staff positions will be competitively evaluated against similar disciplines and positions on a cost for cost basis.

C. Contract Award:

Multiple contract(s) will be awarded based on the above competitive selection process from the proposals received. The contents of the proposal of the successful Consultants will become contractual obligations and failure to accept these obligations in a contractual Contract will result in cancellation of the award.

D. Final Authority:

The final authority to award a Contract rests solely with the San Bernardino County Board of Supervisors. Selections made by the selection committee will be forwarded as recommendations to the Board for contract award. Selections will be determined based on the scoring criteria and the number of Consultants that receive the highest scores.

END OF SECTION

STATEMENT OF CERTIFICATION

Printed Name

Title / Position

CONSULTANT Information: Corporation Partnership Sole Proprietorship Joint Venture

CONSULTANT FIRM	Owner Name & Telephone # (required if sole proprietorship)
Federal Tax ID #	Contact Name & Telephone & fax#
Mailing Address	Remittance Address

I, _____, of _____
Representative name CONSULTANT (organization)

have the authority and do submit this proposal to provide to the County of San Bernardino the following:

Product/Service Description	Cost	
On - call District Consultant Services For All Board Governed Special Districts, County Service Area and Improvement Zones	SEE ATTACHED COST SHEET	

I certify that:

- All declarations in this proposal and attachments are true to the best of reasonable knowledge, whereof the falsity of such representations entitles the District to pursue any legal remedy.
- All aspects of this proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
- The offer made in this proposal is firm and binding for after receipt of the proposal by Department.
- All aspects of this RFP and the proposal submitted are binding for the duration if this proposal is selected and a contract awarded.
-

_____ agrees to provide the District with any additional information it
CONSULTANT (organization)

deems necessary to accurately determine the ability of Consultant to perform services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the District to verify all information contained herein. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

6. _____ Does not have any commitments or potential commitments
CONSULTANT (organization)

which may impact its assets, lines of credit, guarantor letters, or ability to perform work on the contract.

Authorized
Signer

Date

Print
Name

RFP Attachment A

PROPOSER'S NAME (*name of firm, entity or organization*):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

Check Primary Specialties (all that apply):

- Surveying Hydrology Architectural Assessment Engineering Wastewater Structural
 Landscape Architect Geotechnical Geological Construction Management Civil Engineering
 Electrical Engineering Mechanical Engineering Structural Engineering Water Inspection
 Materials Testing Modeling (water & sewer) Environmental (CEQA/NEPA) Traffic

PROPOSERS ADDITIONAL SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: _____

PRINT NAME: _____

DATE: _____

TITLE: _____

ENGINEER LICENSE _____

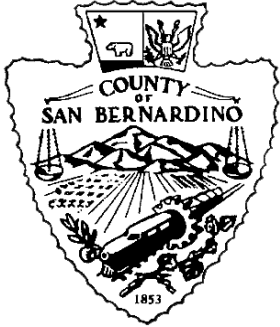
EXPIRATION DATE _____

RFP Attachment B

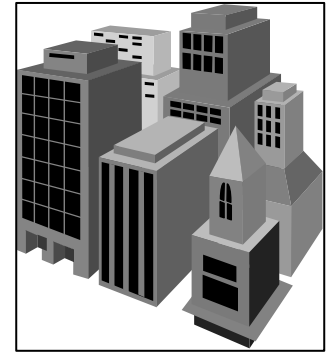
Reference Sheet

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

* Consultant may add his own sheets with applicable references, but must at a minimum contain the above listed items*



**SAMPLE
SPECIAL DISTRICTS DEPARTMENT
DISTRICT ENGINEER
WORK ORDER**



123456GEO
Work Order No.

DATE OF AUTHORIZATION
Date:

YOUR COMPANY
Company Name

ABC 123
Fund Dept Object

Address Line

SPECIFIC DISTRICT
District

Contract No.

NOT TO EXCEED COSTS - SUPPLIED BY YOU
Estimated Cost

Description of Service : SPECIFIC PROJECT DESCRIPTION AND SERVICES REQUIRED INCLUDING ANY
TIMELINE CONSTRAINTS. IN ADDITION, TYPES OF FORMATS WILL BE ADDRESSED ALONG WITH THE
LOCATION(S) REQUIRING REQUESTED SERVICES, AND SPECIFIC REPORTS, PLANS & CERTIFICATIONS
REQUIRED.
TYPES OF PLANS NEEDED AND ANY RESEARCH TO PREPARE THE PLANS WILL BE IDENTIFIED TO INCLUDE
SURVEYS.

Requester Signature
Requester

Division Manager, Engr., Const. & Ops Signature
Division Manager

District Manager Signature
District Manager

Account Tech Signature
Fiscal

AUTHORIZED DISTRICT PERSONNEL LIST

The following named individuals shall be responsible for authorizations to work orders for the Districts named:

SPECIAL DISTRICTS (ALL):

Jeffrey Rigney Director, Special Districts Department
Manuel Benitez, Deputy Director, Water & Sanitation
Jim Oravets, Division Manager, Engineering, Construction & Operations
Reese Troublefield, General Manager
Tim Millington, Regional District Manager
Pamela Vandervoort, Regional District Manager
John Bradford, Assistant Regional Manager
Gary Martin, Senior Project Manager
Greg Bacon, Senior Project Manager

157 W. 5th St., Second Floor
San Bernardino CA. 92415-0450
(909) 387-5940 fax (909) 387-5968

SANITATION DISTRICTS:

Kathy Whalen, Sanitation Operations Manager
Mark Pattison, Chief Plant Operator
Bill Stone, Water Operations Manager
12402 Industrial Blvd. Bldg. D, Ste 6
Victorville, CA. 92392
(760) 955-9885 fax (760) 955-9685

WATER DISTRICTS:

Bill Stone, Water Operations Manager
Steve Samaras, Water Distribution Manager
Jim Payfer, Water Maintenance Manager

12402 Industrial Blvd. Bldg. D, Ste 6
Victorville, CA. 92392
(760) 955-9885 fax (760) 955-9685

FIRE PROTECTION DISTRICT

Pat A. Dennen, Fire Chief / Fire Warden
Dan Wurl, Assistant Fire Chief
Carol Montag, Division Chief, Budget/Fiscal
Will Rehebaum, Budget Officer
Rikki Young-Vahovic, Budget Analyst
Connie McLaughlin, Fiscal Supervisor

Fee Proposal Guidelines

At a minimum the FEE PROPOSAL **must** include:

- 1) Schedule of ALL hourly rates for ALL disciplines and employees that will be working on District Contract.
 - 2) Any and all anticipated direct or indirect charges such as:
Mileage, Reproductions, Travel, etc. (Per assignment)
 - 3) Listing of anticipated reimbursable expenses (if any)
 - 4) Specific costs for specific engineering services (i.e. Survey Crew Cost per hour)
 - 5) Flat fees (if any) (i.e. Feasibility Study Preparation for 1 EDU)
 - 6) Mark-up percentage on any out-sourced or other services.
-
- **NOTE:** Work Orders for professional services must be limited to \$75, 000 or less per assignment, per District. No work orders can be issued for assignments estimated to be greater than \$75,000 and will require separate proposals and be competitively and separately submitted. Districts shall contact Consultants and receive a flat fee quote for anticipated services prior to issuance of a work order. Quotes shall include all anticipated costs for a not-to-exceed amount based on the approved fee schedule. Consultant shall bill based on the fee schedule and actual expenditures performed up to the not-to-exceed amount. Consultant shall notify District immediately if Consultant determines he will overrun the work order authorized amount. No additional services will be paid for unless authorized in writing prior to any services being rendered.

ATTACHMENT G

FOR OFFICIAL USE ONLY

DISTRICT

F A S

SAMPLE CONTRACT

<input checked="" type="checkbox"/> New	Vendor Code		Dept.	Contract Number	
<input type="checkbox"/> Change			SPD		
<input type="checkbox"/> Cancel					
Department			Dept.	Orgn.	Contractor's License No.
DISTRICT			000	1000	
Contract Representative			Telephone		Total Contract Amount
Greg Bacon, Senior Project Manager			(909) 387-6076		NOT TO EXCEED \$
Contract Type					
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:					
If not encumbered or revenue contract type, provide reason: Unknown cost impacts per districts					
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount
90600		6/2009	6/30/2013	\$	\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No
					Amount
					\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
					Amount
					\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
					Amount
					\$
Project Name			Estimated Payment Total by Fiscal Year		
<u>On-Call Professional Services</u>			FY	Amount	I/D
<u>For all Districts</u>			10/11	\$	
			11/12	\$	
			12/13	\$	

THIS CONTRACT is entered into in the State of California by and between the _____ District, hereinafter called District and

Name

hereinafter called Consultant

Address

Telephone

Federal ID No. or Social Security No.

Fax

On - File

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1. THE PROJECT

1.1 Scope of Work

District does hereby engage the Consultant to perform for the District under the terms and conditions in this Contract all professional services relative to: On Call Professional Services per the District's Request for Proposals dated October 13, 2009 and Appendix A, Consultant's Scope of Work (the Project). The Consultant's Scope of Work shall be incorporated into this Contract in its entirety (See Appendix A, Consultant Scope of Work Attached). Consultant shall not perform any services not specifically provided for in this Contract, including Appendix A, Consultant Scope of Services, and/or requests made by Districts by way of written work order issued, without prior approval of District.

RFP ATTACHMENT G-1

1.2 Total Contract Amount

The total Contract Amount as determined by District shall not exceed \$75,000 per work order and \$250,000 per year with a total aggregate not-to-exceed amount of \$750,000 through the life of the Contract subject to any amendments.

1.3 Schedule of Services

Consultant will perform services customarily and typically rendered in their respective discipline(s) to affect all necessary and requested tasks as assigned including but not limited to those services as outlined in Section 3 of this Contract and provided for in Appendix A as an attachment to this Contract. Consultant shall duly perform those tasks as diligently as practical, to the reasonable and satisfactory expectation of the District and as agreed upon in a written Work Order issued by the Districts Authorized Staff for each occurrence.

1.4 Consultant's Fee

- a. District agrees to pay the Consultant for services based on the fee schedule submitted with their proposal, made a part of this Contract as Appendix B, Fee Schedule, and the actual work performed as requested and approved by the District through a District issued Work Order. Total contract amount shall not exceed \$75,000 per project and \$150,000 – 250,000 per year with a total aggregate not-to-exceed amount of 750,000 for the term of this Contract including any reimbursable expenses. Consultant shall be paid based on Article 4 – Compensation Section of this Contract and the attached Consultant's fee schedule (Appendix B – Fee Schedule).
- b. If the District terminates this Contract at any time prior to the completion of any phase, the adjusted Consultant's fee will be determined based on actual work completed in that phase. If Consultant is working on multiple phases simultaneously, payment shall be based on percentage of work completed on each individual phase.
- c. If the scope of an issued work order is revised (either increased or decreased), the fee shall be revised by negotiation between District and the Consultant before the revised work order is performed. No additional work will be paid for by the District without prior written authorization and the total revised fee mutually agreed upon in advance.

ARTICLE 2. DEFINITIONS

For all purposes of this Contract, the following definitions shall apply:

- 2.1 Appropriate Authorities – Any private, local, municipal, county, state, regional, or federal authority, public utility or other agency.
- 2.2 Approved Final Construction Cost Estimate – The estimate of probable construction costs as approved by District at the time the completed drawings, details, and specifications are approved.
- 2.3 Board – Board of Supervisor's or Directors for the County District.
- 2.4 Construction (Project) Budget – Funding in place or programmed to be in place for the complete construction of the project, as determined by District and approved by it's Board.
- 2.5 Construction Contract – A contract prepared by the District and approved by the Board with the lowest responsible bidder to perform the actual construction of the project.

RFP ATTACHMENT G-2

- 2.6 Construction Contract Documents – The Construction Standard Contract and all Project documents designated in the Construction Contract, including working drawings, addenda, specifications, general conditions, and special conditions of the Construction Contract.
- 2.7 County – The County of San Bernardino, and its authorized representatives.
- 2.8 County Fire - County Fire Protection District, also known as the County Fire Department or County Fire, which is a specific legal subdivision of the County of San Bernardino which oversees fire operations and administrative services relative to fire services to contract cities and unincorporated areas of the County.
- 2.9 County Service Area – A political sub-division governed by the County Board of Supervisors as a Special District having multiple municipal powers and overseeing its operational and administrative services to include water, wastewater, roads, parks and recreation, street lighting, fire, and other services as identified for each Service Area.
- 2.10 Director of Special Districts – The individual charged with the responsibility of administrative management and all authority relating to all matters with the Special Districts Department.
- 2.11 Fire Chief – Person responsible for the administrative management of County Fire and authority relating to all matters with County Fire.
- 2.12 Project – All matters pertaining to the design, engineering, construction, testing, inspection, and management necessary to complete the project as assigned.
- 2.13 Project Construction Cost Estimate – The Consultant’s dated and itemized estimate including the Itemized Categories of Work, for the entire Project’s current anticipated cost, escalated to the proposed mid-point of construction.
- 2.14 Project Consultant – Person, designated by Consultant and approved by District, responsible for Consultant’s work.
- 2.15 Project Manager – The District Employee, designated by the Director of Special Districts responsible for the Consultant’s work.

ARTICLE 3. BASIC SERVICES OF CONSULTANT

See Appendix A – Consultant Scope of Work (Attached).

ARTICLE 4. COMPENSATION

- 4.1 The District shall compensate the Consultant either by a negotiated fee per project, task or work order that is pre-determined and authorized in advance of such work being performed, or on a time and materials basis all based upon Consultant’s fee schedule (Appendix “B”) and as itemized on invoices duly submitted. Each work order shall identify specific work/tasks required, designate the method of compensation and shall be approved by the District authorized personnel. Invoices shall be submitted once monthly on on-going projects or upon satisfactory completion of a work phase.
- 4.2 Consultant shall include in his invoice a description of work accomplished on each project, in each individual District separately and itemize the work accomplished to include labor hours per classification of employees performing the work, travel costs, tests performed, incidental costs and reimbursable costs (per attached fee schedule as Appendix A).

- 4.3 Maximum compensation under the Contract shall not exceed \$75,000 per project and **\$250,000 per year** with a total aggregate not-to-exceed of **\$750,000** for the term of the Contract.
- 4.4 **Consultant acknowledges that this Contract is for on-call services and that the Consultant serves at the pleasure of the District. Therefore, the Consultant is not guaranteed or implied to receive any minimum amount of work or compensation as a result of this Contract.**
- 4.5 Rent, utilities, word processing, in-house courier, local telephone charges, office supplies, support staff, local area travel, meal expenses, time spent to provide necessary information for District audits or billing inquiries, and all other expense items related to the provision of Consultant's services are to be included in the fee negotiation per section 4.1 and will not be reimbursed by the District.

ARTICLE 5. PAYMENT BY ELECTRONIC FUND TRANSFER

Consultant shall accept all payments from the 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.

ARTICLE 6. RECORDS

All records relating to the Consultant's personnel, sub-consultants, extra services and expenses, pertaining to any specific project shall be kept in a generally acceptable accounting format and shall be available to the District upon request. Documents arising from those projects that are funded with State or Federal sources shall be kept for the minimal time required by those agencies. In any event, records shall be maintained by Consultant for not less than three (3) years after the Notice of Completion is filed.

ARTICLE 7. DISTRICT RESPONSIBILITIES

The District is responsible to the extent reasonably possible to provide the following:

- 7.1 Project Budget and information relating to facility requirements, and project scheduling.
- 7.2 Access to sites for the purpose of gathering or collecting data, performing tests, or inspections.
- 7.3 Existing maps, boundaries, facility plans, operational or previous project reports, blank forms and any other available documents or items required by Consultant for the satisfactory performance under this Contract that may be available. Data may be in various archived formats and Consultant shall be responsible for its interpretation, conversion, and translation for intended purposes.
- 7.4 Notify Consultant in writing of District procedures required and name the District representative authorized to act on its behalf. The District shall review documents submitted by Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the project.
- 7.5 Nothing in this Contract nor any act or failure to act on the part of the District shall be construed as a waiver of claim by District for any defects or deficiencies in the reports or interpretive conclusions drawn by tests or observations conducted and performed by Consultant. Consultant is responsible to determine the accuracy of all documents used and incorporated into his work.

ARTICLE 8. TERM OF CONTRACT

The term of this Contract shall be from May 25, 2010 and shall expire on June 30, 2013.

ARTICLE 9. DOCUMENTS

All plans and specifications and other documents prepared by the Consultant shall become and remain the property of District. The Consultant and District shall retain reproducible copies of all documents for not less than three (3) years after the Notice of Completion is filed.

ARTICLE 10. TERMINATION OR SUSPENSION OF CONTRACT

- 10.1 District reserves and has the right and privilege of canceling, terminating, suspending or abandoning the Contract or execution of any work in connection with this Contract at any time upon written notice to the Consultant. The Director of Special Districts Department is authorized to exercise the Districts rights with respect to any termination of this Contract. The Consultant may terminate this Contract upon 30 days written notice to District, should the District substantially fail to perform in accordance with its responsibilities. Upon receipt or giving of such notice of termination, Consultant shall provide no further services to District without specific request or authorization of the District.
- 10.2 In the event of termination, all finished and unfinished design and research documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant shall, at the option of District, become the property of District.
- 10.3 In the event of termination, District shall pay to the Consultant, as full payment for all services performed and all expenses incurred under this Contract, the sum due and payable plus a pro-rata portion of the next uncompleted phase, if any, as the services actually rendered by the Consultant bear to the total services necessary for the full performance of those subsequent tasks. In ascertaining the services actually rendered hereunder up to the date of termination of this Contract, consideration shall be given to completed work, work in progress to complete any incomplete drawings, and other documents, whether delivered to District or in possession of the Consultant.
- 10.4 If after payment of the amount required to be paid under this Article, following the termination of the Contract, District should decide to complete the original Project, (or substantially the same Project), District shall have the right of utilization of any original tracings, drawings, calculations, specifications, estimates and other Design Documents and research studies prepared under this Contract by the Consultant. District agrees to credit the Consultant with such authorship as may be due him, but is not required to renew the Contract. Should the District choose to complete the Project and not renew the agreement, or make future modifications to the Construction Documents, the District shall indemnify the Consultant to the fullest extent of the law.

ARTICLE 11. INDEMNIFICATION

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

ARTICLE 12. INSURANCE

The Consultant agrees to provide insurance set forth in accordance with the requirements herein. If the Consultant uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Consultant agrees to amend, supplement, or endorse the existing coverage to do so.

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

- **Workers' Compensation** – 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 Agreement.

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

With respect to Consultants that are non-profit corporations organized under California or Federal Law, volunteers for such entities are required to be covered by Worker’s Compensation insurance.

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

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

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

- **Umbrella/Excess Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the 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 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 County Fire.

If insurance is being 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 be provided for a minimum of five (5) years after contract completion.

- **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.

Policies Primary and Non-Contributory – All policies above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County or County Fire.

Severability of Interests – The 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 County Fire and/or County and any other insured or additional insured under the policy.

Additional Insured – All policies, except for the Workers Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County, County Fire, and their 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 County and/or County Fire to vicarious liability but shall allow coverage for the County and/or County Fire 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 above-required coverage to waive all rights of subrogation against the County, the County Fire, and their 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 rights of subrogation prior to a loss or claim. The Consultant hereby waives all rights of subrogation against the County Fire and County.

Proof of Coverage – Consultant shall furnish certificates of insurance to the County Fire’s representative administering the contract evidencing the insurance coverage, including endorsements, as required, 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 County Fire; and Consultant shall maintain such insurance from time Consultant commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, the Consultant shall furnish a copy of the Declarations 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 County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Consultant or County payments to the Consultant will be reduced to pay for County purchased insurance.

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

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Consultant agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on the part of County Fire 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 County Fire or the County.

ARTICLE 13. SUCCESSORS AND ASSIGNS

- 13.1 This Contract shall be binding upon District and the Consultant and their respective successors and assigns.
- 13.2 Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due hereunder may be assigned by the Consultant without the prior written consent and approval of District.
- 13.3 **Death or Incapacity:** If the Consultant transacts business as an individual, his death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he nor his estate shall have any further right to perform hereunder, and District shall pay him or his estate the compensation payable under Article 4, Compensation, for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by District be 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.

ARTICLE 14. NOTICES

Any notice may be served effectually upon District by delivering it in writing or by telegram, or by depositing it in a United States mail deposit box with the postage thereon fully prepared and addressed to as set forth below. Any notice may be served effectually by delivering or mailing it addressed to any other place or places the District may designate by written notice served upon the other party. Either party may change its address by notifying the other party at the address set forth below. Notice shall be deemed communicated two (2) working days from the time of mailing if mailed as provided in this paragraph.

Consultant's Address: As shown on page one of this Contract.

District's Address: Special Districts Department
157 West 5th Street, Second Floor
San Bernardino, CA 92415-0450

ARTICLE 15. NONDISCRIMINATION

In connection with the performance of the Consultant pursuant to this Contract, the Consultant will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, gender, marital status, sexual orientation, age, political affiliation or disability. The Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, ancestry, national origin, gender, marital status, sexual orientation, age, political affiliation or disability. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 16. WAIVER

The Consultant shall not be relieved of liability to District for damages sustained by District by virtue of any breach of this Contract by the Consultant, and District may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due District from the Consultant is determined. The waiver by either party or any breach to this Contract shall not constitute a waiver as to any succeeding breach.

ARTICLE 17. REPRESENTATIVES OF COUNTY

The Director of Special Districts or the County Fire Chief of the District for San Bernardino County shall represent their particular District in all matters pertaining to the services to be rendered under this Contract, including termination or assignment of this Contract, and shall be the final authority in all matters pertaining to the Project.

ARTICLE 18. ERRORS, OMISSIONS AND/OR CONFLICTS

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

ARTICLE 19. VENUE

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino. Each party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Contract, 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 Protection District.

ARTICLE 20. ATTORNEY FEES AND COSTS

If any legal action is instituted to enforce or declare any party's rights hereunder, each party including the prevailing party, must bear its own costs and attorney's fees. This paragraph shall not apply to those costs and attorney's fees arising directly from any third party legal action against the County and/or District, including such costs and attorney's fees payable under Article 11, Indemnification.

ARTICLE 21. FORMER COUNTY OFFICIALS

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

ARTICLE 22. CONFLICT OF INTEREST

Consultant shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and District or the County. Consultant shall make a reasonable effort to prevent employees, consultants, 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 District determines a conflict of interest situation exists, District may disallow any increase in costs associated with the conflict of interest situation, 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.

ARTICLE 23, INACCURACIES OR MISREPRESENTATIONS

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

2.1.1.1.2 ARTICLE 24, 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 District in an attempt to secure favorable treatment regarding this Contract.

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 District with respect to the proposal and award process or any solicitation for consideration was not reported. 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 County Administrative Office. In the event of a termination under this provision, District is entitled to pursue any available legal remedies.

2.1.1.1.3 ARTICLE 25, INDEPENDENT CONTRACTOR

The parties hereto, in the performance of this Contract, will be acting in their individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other except as defined in this Contract or as mutually agreed to under the terms of this Contract.

ARTICLE 26. CONSULTANT GENERAL RESPONSIBILITIES

26.1 Consultant will designate an individual to serve as the primary point of contact for the Contract. Consultant shall notify District when the primary contact will be unavailable/out of the office for one (1) or more workdays. Consultant shall not change the primary contact without written acknowledgement to the District. Consultant or designee must respond to the District inquiries within two (2) District business days.

- 26.2 Consultant shall notify the District, in writing, of any change in mailing address and/or physical location within ten (10) calendar days of the change, and shall immediately notify District of changes in telephone or fax numbers.
- 26.3 Consultant agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the District. Any subcontracting shall be subject to the same contract provisions as Consultant. Consultant shall be fully responsible for the performance and payments of any subcontractor.
- 26.4 Consultant shall notify District of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in a reduction of services to be provided under this Contract. Upon notice of vacancies, Consultant shall apprise District of steps being taken to continue in providing the level of services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to District on each periodically required report for the duration of said vacancies and/or problems.
- 26.5 No waiver of any provisions of the Contract shall be effective unless it is made in writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- 26.6 Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representative of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any Parties hereto.
- 26.7 If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the contract shall not be affected.
- 26.8 Consultant shall ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County of San Bernardino, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in satisfactory effect for the duration of this Contract. Consultant will notify District immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Contract.
- 26.9 Consultant, its agents and employees shall be bound by and comply with all applicable provisions of the State of California Labor Code and such federal, state and local laws which affect the conduct of the work.
- 26.10 The District and County has adopted a recycled product purchasing Standards Policy (11-10), which required contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the District. The policy also requires contractors to use both sides of the paper sheets for reports submitted to the District whenever practicable. Consultant agrees to comply with this policy.
- 26.11 No news releases, advertisements, public announcements or photographs arising out of this Contract or Consultant's relationship with the District may be made or used without prior written approval of the District.

- 26.12 In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one working day, in writing and by telephone to the District.
- 26.13 Consultant agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, Equal Employment Opportunity, and other applicable Federal, State and local laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 26.14 Consultant shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations, and performance under the terms of this Contract.

ARTICLE 27. ARRA FUNDS AND REQUIREMENTS

Projects under this Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the District for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Consultant must contact the District contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Consultant may also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the District may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Consultant agrees to fully cooperate in providing information or documents as requested by the District pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractors and Consultant may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Consultant must contact the District with any questions regarding registration requirements.

ARTICLE 28. SCHEDULE OF EXPENDITURE OF FEDERAL AWARDS

In addition to the requirements described in Article 27, "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Consultant agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 ©. The District shall furnish the Consultant such information it has available as needed for forms processing.

In addition, Consultant agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Consultant may be required to provide detailed information regarding expenditures so that the District may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Consultant agrees to fully cooperate in providing information or documents as requested by the District pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

ARTICLE 29 LAW

This Contract shall be construed and interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Board of Supervisors/Directors, acting as the governing board of District, has caused this Contract to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Contract.

DISTRICT

► _____
Gary C. Ovitt, Chairman of Board

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
Laura M. Welch, Secretary of the Board

By _____
Deputy

CONSULTANT

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

By ► _____
(Authorized signature – sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form
► _____
Counsel
Date _____

Reviewed by Contract Compliance
► _____
Date _____

Presented to Board for Signature
► _____
Date _____

**SAN BERNARDINO COUNTY
SPECIAL DISTRICTS DEPARTMENT
LIST OF ADMINISTERED DISTRICTS AND THEIR POWERS
ATTACHMENT H**

COUNTY SERVICE AREAS (CSA'S)

- CSA 17 – Apple Valley – Streetlights Only
- CSA 18 – Cedarpines Park – Parks & Roads
- CSA 20 – Joshua Tree - Parks & Steetlights
- CSA 29 – Lucerne Valley – Park, Water, Cemetery, TV & Streetlights
- CSA 30 – Red Mountain – Streetlights
- CSA 40 – Elephant Mountain – TV Translator
- CSA 42 – Oro Grande – Park, Water, Sewer Collection & Streetlights
- CSA 53 Improvement Zones (IZ) A, B & C – Fawnskin - Sewer Collection, Streetlights & Water
- CSA 54 – Crest Forest – Streetlights Only
- CSA 56 – Wrightwood – Parks
- CSA 59 – Deer Lodge Park – Road Maintenance Only
- CSA 60 – Apple Valley – Airport
- CSA 63 – Oak Glen/Yucaipa – Parks Only
- CSA 64 – Spring Valley Lake – Water, Sewer Collection & Street Sweeping
- CSA 68 – Valley of the Moon – Road Maintenance Only
- CSA 69 – Lake Arrowhead – Road Maintenance Only
- CSA 70 (County Wide) – Centralized Water, Sanitation, Parks, Road Maintenance and lien Administration

Following are all CSA 70 Districts as Improvement Zones:

- 70 CG Cedar Glen – Roads & Water
- 70 D-1 – Lake Arrowhead Dam – Maintenance & Park
- 70 DB-1 – Bloomington Detention Basin
- 70 F – Morongo Valley – Water Only
- 70 G – Wrightwood – Road Maintenance
- 70 GH – Glen Helen – Sanitation, Park & Detention Basins
- 70 HL – Havasu Lake – Refuse
- 70 J – Oak Hills – Water Only
- 70 M – Wonder Valley – Parks, Road Maintenance
- 70 OS1 – Etiwanda – North Etiwanda Preserve (Open Space District)
- 70 P-6 – El Mirage – Parks
- 70 P-8 & 9 – Fontana – Parks
- 70 P-10 – Mentone – Parks & Landscape
- 70 P-12 – Montclair – Parks & Streetlights
- 70 P-16 – El Rancho Verde – Median Landscape
- 70 R1 through R44 Various Road Maintenance Districts throughout the County
- 70 S3, S7 & SP-2 – Sanitation Districts (sewer collection/treatment)
- 70 SL-1, SL-2 & SL-3 – Streetlight Districts (County Wide)
- 70 TV 1-5 – Various Desert Areas – Television Translator District
- 70 W – Hinkley – Parks & Senior Center
- 70 W1-W4 – Various South Desert Districts – Water Only
- CSA 73 – Arrowbear Lake – Streetlights Only
- CSA 79 – Green Valley Lake – Sanitation & Road Maintenance
- CSA 82 – Searles Valley – Parks, Sanitation & Streetlights
- CSA 120 – Rancho Cucamonga Open Space and Detention Basin

**SAN BERNARDINO COUNTY
SPECIAL DISTRICTS DEPARTMENT
LIST OF ADMINISTERED DISTRICTS AND THEIR POWERS
Page 2**

Non-Numbered Districts:

**Big Bear Valley Recreation and Parks District
Moonridge Animal Park
Bloomington Recreation & Park District
Rim of the World Parks District
Citrus Plaza Storm Drain District**

**County Fire Protection District with the following divisions:
Mountain Division
Valley Division
North Desert Division
South Desert Division**

RFP ATTACHMENT H-2