SBCTA

REQUEST FOR PROPOSALS (RFP) 20-1002377

FOR

ON-CALL ENVIRONMENTAL SERVICES

KEY RFP DATES

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issue Date:</td>
<td>June 4, 2020</td>
</tr>
<tr>
<td>Pre-Proposal Conference Date:</td>
<td>June 16, 2020, @ 2:00 p.m.</td>
</tr>
<tr>
<td>Question Submittal Deadline:</td>
<td>June 23, 2020, @ 4:00 p.m.</td>
</tr>
<tr>
<td>Proposal Due Date:</td>
<td>July 16, 2020, @ 2:00 p.m.</td>
</tr>
<tr>
<td>Interview Date:</td>
<td>Tentative August 6, 2020</td>
</tr>
<tr>
<td>Contract Award Date:</td>
<td>October 7, 2020</td>
</tr>
<tr>
<td>Notice To Proceed:</td>
<td>October 2020</td>
</tr>
</tbody>
</table>
June 4, 2020

SUBJECT: NOTICE OF REQUEST FOR PROPOSALS (RFP) 20-1002377 “ON-CALL ENVIRONMENTAL SERVICES”, (hereinafter referred to as “Project”)

The San Bernardino County Transportation Authority (“SBCTA”) invites proposals from qualified firms to provide on-call environmental services as identified in this RFP.

Firms intending to submit proposals should note the “Key RFP Dates” on the cover of this RFP. It is our intention, subject to approval by SBCTA’s Awarding Authority, to have the selected firm under contract by October 2020. Firms submitting proposals will be evaluated based on qualifications, prior experience with the same or similar type of services identified in the attached Scope of Work, proposed staffing, and the firm’s understanding of the needs and requirements of the Project as identified in this RFP.

The procurement will be conducted electronically through SBCTA’s PlanetBids Vendor Portal. SBCTA will not accept paper copies of any part of this procurement. The RFP and all RFP schedule updates and addenda, together with other important information, are available on SBCTA’s website at: www.gosbcta.com, click on “Doing Business” and select the tab “Vendor Portal”, look under the heading “Bid Opportunities”. The website is the official means of notification to all prospective proposers. Firms are requested to check the website periodically, and no less frequently than weekly, for RFP schedule updates, addenda, and other information. All proposers will be held accountable for compliance with all updates, addenda and other information posted on the website. Please note that SBCTA will not be responsible for mailing any addenda, schedule updates or other information to any firm.

Proposals are due on or before 2:00 p.m., July 16, 2020.

A Pre-Proposal Conference is scheduled for 2:00 p.m., June 16, 2020, via Zoom. Attendance at this Pre-Proposal Conference is encouraged, but not mandatory. Proposers that attend are asked to email procurement@gosbcta.com your firm name, contact name, phone number, email address and if you are a Prime or Subconsultant. However, all proposers will be held accountable for any addenda issued related to information and instructions given at the Pre-Proposal Conference.

Join Zoom Meeting https://gosbcta.zoom.us/j/94389973583
Meeting ID: 943 8997 3583
One tap mobile
+16699006833,,94389973583# US (San Jose)
+13462487799,,94389973583# US (Houston)
All questions related to this RFP must be put in writing and submitted to SBCTA no later than **4:00 p.m., June 23, 2020.** All questions must be clearly labeled, “**Written Questions**” and submitted electronically to:

Jeffery Hill  
Procurement Manager  
procurement@gosbcta.com  
RFP 20-1002377

Questions received after the deadline may or may not be responded to at the sole discretion of SBCTA. Questions received by the deadline or responded to after the deadline at the discretion of SBCTA, and the written responses will be posted via written addendum on SBCTA’s website at http://www.gosbcta.com, click on “Doing Business” and select the tab “Vendor Portal”, look under the heading “Bid Opportunities”.

The California Labor Code section 1770, et seq., requires that certain consultants on public works projects pay their workers based on the prevailing wage rates which are established and issued by the Department of Industrial Relations, (http://www.dir.ca.gov). Proposers of this RFP agree to adhere to the Prevailing Wage requirement and use the wage schedules applicable at the time the work is performed, which can be obtained from the Department of Industrial Relations Internet site at (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm).

There is a new public works Contractor Registration Program, which requires all consultants, contractors and subcontractors bidding and performing work on Public Works Projects based on the prevailing wage rates, to register on an annual basis (each July 1 through June 30 state fiscal year) with the California Department of Industrial Relations (DIR). Per this program, Proposers shall not be qualified to bid on, be listed in a bid proposal subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered Proposer to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Proposer is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Effective March 1, 2015, any consultant or subconsultant who submits a proposal or performs work that requires the payment of prevailing wages under state law must be registered with Department of Industrial Relations. This includes not only work performed by the building and construction trades, but also other types of work, including trucking, surveying, and testing, if that work is subject to prevailing wage requirements.

If the contract is awarded, the firm awarded the contract will be required to comply with all applicable laws and regulations including but not limited to, equal opportunity laws and regulations.

Firms using subconsultants are encouraged to subcontract with small and disadvantaged businesses to the maximum extent possible.

The award of this contract is subject to the availability, appropriation and receipt of federal, State and/or local funds sufficient to carry out the work identified in this RFP.
The award of this contract may be subject to Pre-Award Audit required by applicable funding agencies, including the California Department of Transportation (Caltrans), and/or SBCTA itself. The selected firm shall have a recent audit of their Indirect Cost Rate (ICR) for the most recent completed fiscal year and an approved state Department of Transportation Cognizant Letter of Approval.
SBCTA

REQUEST FOR PROPOSALS 20-1002377

FOR

“ON-CALL ENVIRONMENTAL SERVICES”

I. PROPOSAL INSTRUCTIONS

A. INTRODUCTION

The San Bernardino County Transportation Authority (“SBCTA”), is soliciting proposals from qualified firms (“firms” or “proposers”) to assist SBCTA with environmental services (“Project”).

B. CONTACT INFORMATION

All inquiries, contacts or questions related to this RFP shall be directed to:

Jeffery Hill
Procurement Manager
SBCTA
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
(909) 884-8276
procurement@gosbcta.com

Proposers are cautioned not to discuss this RFP with any official, Board Member or employee of SBCTA, other than the staff identified herein. Neither proposers, nor anyone representing the proposer, are to discuss this RFP with any consultant or contractor engaged by SBCTA for assistance in preparing a response to the RFP. Violation of this prohibition may result in disqualification of the proposer.

C. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is scheduled for 2:00 pm on June 16, 2020, via Zoom. Interested firms are encouraged to attend the Pre-Proposal Conference, but no firm will be disqualified for failure to attend. Proposers that attend are asked to email procurement@gosbcta.com your firm name, contact name, phone number, email address and if you are a Prime or Subconsultant. However, all proposers will be held accountable for any addenda issued related to information and instructions given at the Pre-Proposal Conference.

Join Zoom Meeting https://gosbcta.zoom.us/j/94389973583
Meeting ID: 943 8997 3583
One tap mobile
+16699006833,94389973583# US (San Jose)
+13462487799,,94389973583# US (Houston)
D. WRITTEN QUESTIONS/CLARIFICATIONS

All questions and or clarifications to this RFP, including questions that could not be specifically addressed at the Pre-Proposal Conference, must be put in writing and submitted electronically to the Procurement Analyst at procurement@gosbcta.com and they must be received by SBCTA no later than **4:00 p.m., on June 23, 2020.** Questions received after the date and time specified may or may not be responded to, at the sole discretion of SBCTA. All questions/clarifications must be clearly labeled “Written Questions”. SBCTA is not responsible for failure to respond to questions that are not appropriately marked. SBCTA’s responses to the questions received by the date and time identified herein, including SBCTA’s answers will be posted on SBCTA’s website at [www.gosbcta.com](http://www.gosbcta.com), click on “Doing Business” and select the tab “Vendor Portal”, look under the heading “Bid Opportunities”.

E. ADDENDA

Any changes to this RFP will be made by written addendum and posted on SBCTA’s website. SBCTA will not be bound to any modifications to or deviations from the requirements set forth in this RFP as a result of any oral discussions and/or instructions. Proposers shall acknowledge receipt of any addenda in their proposal.

F. CONTRACT TYPE

An On-Call Contract Task Order contract will be used for the Project. Any work provided by the consultant that is not specifically covered by the contract will not be reimbursed. Please refer to the form of contract attached to this RFP for more detailed information.

G. INFORMED PROPOSER

Proposers shall review the Scope of Work (identified herein as Attachment A) and contract (identified herein as Attachment B) for a complete understanding of the terms and conditions in this RFP. Proposers are expected to be fully aware of the conditions, requirements, and Scope of Work before submitting any proposal. Failure to do so will be at the proposer’s own risk. By submitting a proposal, the proposer represents that it is legally qualified and fully capable of performing quality work to achieve SBCTA’s objectives and comply with all requirements identified in this RFP and any and all schedule updates, addenda and other information and instructions posted on SBCTA’s website or provided in the Pre-Proposal Conference as set forth above.

H. CONFLICT OF INTEREST

Any person or firm that has assisted SBCTA in preparing any aspect of this RFP or any cost estimate associated with the Scope of Work related to this RFP is prohibited from submitting a proposal in response to this RFP. Firms that received assistance from any such person or entity or that will use the services of such person or entity in performing the work will be disqualified. A firm that is prohibited from submitting a proposal in response to this RFP will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time. Firms responsible for a project’s design may not participate in construction management or construction inspection for the project. The determination of a conflict of interest, direct or incidental, shall be made by SBCTA based upon substantial evidence.
I. **PRE-CONTRACTUAL EXPENSES**

SBCTA shall not be liable for any pre-contractual expenses incurred by the firm in preparation or submittal of their proposal. The proposer shall not include any such expenses as part of their price proposal. Prohibited pre-contractual expenses include any and all expenses incurred by the proposer prior to issuance of the Notice To Proceed by SBCTA.

J. **IRAN CONTRACTING ACT OF 2010**

In accordance with Public Contract Code Section 2204(a), the proposer certifies that at the time the proposal is submitted, the proposer signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person (as defined in Public Contract Code Section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the proposer to civil penalties, termination of existing contract, and ineligibility to bid or proposed on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205. Proposer agrees that by submitting a proposal, that submittal shall constitute proposer’s certification.

K. **PREVAILING WAGES**

The awarded firm shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages, including, but not limited to California Labor Code Sections 1770 et. seq. It is required that all mechanics and laborers employed or working on this Project shall be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current wage schedules of the Department of Industrial Relations (DIR), Division of Labor. Firms, seeking to perform work on SBCTA’s projects must be registered on the DIR website in order to submit a proposal on state and local projects as defined under the Labor Code.

SBCTA will not accept a proposal and not award any contract without verification that the consultant and their subconsultants are currently registered with DIR. Consultants and subconsultants on all public works projects will be required to submit electronic certified payroll records (CPRs) to the Labor Commissioner via the DIR website. Firms are also required to submit CPRs directly to SBCTA for review. The prime firm will be required to ensure that its subconsultants subject to prevailing wages are properly registered with the DIR prior to proposal submittal.

L. **MATERIALS FURNISHED BY SBCTA**

All software, data, reports, surveys, drawings, and other documents furnished to the consultant by SBCTA for the consultant’s use in the performance of Work shall be made available only for the use in performing the assignment and shall remain the sole property of SBCTA. All such materials shall be returned to SBCTA upon completion of Work, termination of the contract, or other such time as SBCTA may determine.
M. DISADVANTAGED BUSINESS ENTERPRISE

Though no DBE goal is set for this Project, SBCTA encourages participation from small and Disadvantaged Business Enterprise (DBE). Firms interested in the DBE program may contact Jeffery Hill, Procurement Manager at (909) 884-8276.

II. PROPOSAL SUBMITTAL

The procurement will be conducted electronically through SBCTA’s PlanetBids Vendor Portal webpage. SBCTA will not accept paper copies for any part of this procurement, including the proposal submittal.

Proposals are due at or before 2:00 p.m., on Thursday – July 16, 2020. Proposals will be submitted electronically through SBCTA’s Vendor Portal PlanetBids. To propose for this project vendors must be registered with SBCTA’s PlanetBids Vendor Portal website.

A firm must accept the Terms and Conditions in order to proceed. Firms will have a series of tabs and may save their bid at any time as a draft. Firms may edit the bid as often as they need to until the RFP closes. Proposals received after the date and time specified will be returned to the firm without further consideration or evaluation.

Please note that where two or more firms, persons or entities wish to submit one proposal in response to this RFP, they should do so on a prime/sub-consultant basis rather than as a joint venture. SBCTA will contract with a single firm, person or entity only, and not with a joint venture.

A. PROPOSAL CONTENT

The proposal is limited to a 20 page cap (8½” x 11”), in no less than 11-point font. Charts and schedules may be included in 11” x 17” format. Each page must be consecutively numbered. Proposals shall not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals that do not contain the required information will be deemed non-responsive and will not be considered. The page limit does not include the following:

<table>
<thead>
<tr>
<th>Documents not included in page count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Table of Contents</td>
</tr>
<tr>
<td>Cover Letter</td>
</tr>
<tr>
<td>Memorandums from Subconsultants</td>
</tr>
<tr>
<td>SBCTA-provided Forms</td>
</tr>
<tr>
<td>Outside Cover</td>
</tr>
<tr>
<td>Section Dividers</td>
</tr>
<tr>
<td>Appendices</td>
</tr>
</tbody>
</table>

If at any time during the RFP process a firm makes any changes to proposed key personnel or subconsultants, the firm must notify SBCTA in writing of those proposed changes as soon as they are known. SBCTA reserves the right to accept or reject such proposed changes or to revise the evaluation scoring to reflect the proposed staffing changes.
All proposals must include the following information:

1. **Cover Letter**
   - Identification of all proposed subconsultants including description of the work to be performed by the firm and each subconsultant proposed for the Project and an estimate of the percentage of work to be performed by each subconsultant.
   - Indicate the location of the office from which the work will be performed.
   - A memorandum from a principal of each subconsultant indicating the specific portion of the Work the subconsultant will be performing.
   - Acknowledgement of all addenda.
   - A signed statement by an officer of the prime firm attesting that all information in the proposal is true and correct.
   - A signature of an authorized person within the prime firm who can bind the firm to the terms and conditions of the RFP.
   - A statement that the proposal is valid for 180 calendar days from the date of submission.
   - A list of all prime contracts (if any) awarded to the proposer by SBCTA for the last five (5) years. The list shall include a short description of the project, the award date, completion date, name of assigned Project Manager, and contract value.

2. **Contract Termination Circumstances**
   If proposer has ever been terminated from a contract, describe the facts and circumstances in detail.

3. **Technical Information**
   The technical portion of the proposal shall include the following information:

   a. **Qualifications, Related Experience, and References**
      This section of the proposal should establish the ability of the proposed team to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with agencies and cities directly involved in this Project, if applicable; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

      Specifically:
      - Provide a brief profile of the firm, including: the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees. Include confirmation that the prime and subconsultants are registered with the Department of Industrial Relations.
• Provide a general description of the firm's current financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede ability to complete the Project.

• Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and the participation in such work by the key personnel proposed for assignment to this Project. Highlight the firm’s and key personnel’s experience with the work or services identified in the Scope of Work.

• Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.

• Provide a list of past joint work by the proposer and each subconsultant, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.

• Provide completed reference forms for work of a similar nature to what is in this RFP. (See 6. References for full details). References may also be supplied from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method that will be used to manage the contract and contract task orders as well as identify key personnel assigned and their qualifications.

Specifically:

• Provide education, experience with state and federal guidelines and applicable professional credentials of proposed project staff. Identify the individual’s specialty, his or her credentials and include copies of any licenses held.

• Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this Project, current assignment, level of commitment to that assignment, availability for this assignment, and how long each person has been with the firm. SBCTA reserves the right to review, approve and/or designate the positions and functions deemed to be “key” to the project and request information concerning key personnel not listed as such by the proposer.

• Furnish brief resumes (not more than two [2] pages each) for the proposed key personnel.

• Include a project organization chart that clearly delineates communication and reporting relationships among the project staff, including subconsultants.

• Include a statement that key personnel will be available to the extent proposed, or designated by SBCTA, for the duration of the project, acknowledging that no person designated as "key" to the Project shall be removed or replaced without the prior written concurrence of SBCTA.
c. Project Approach

This section of the proposal shall provide a narrative that addresses the Scope of Work and shows a clear understanding of the Project needs and requirements.

Specifically:

- Describe the approach for completing the tasks specified in the Scope of Work. The approach shall be of such detail to demonstrate the firm’s ability to accomplish the contract and/or contract task order objectives and to meet the task schedule.
- Outline sequentially the activities that would be undertaken in completing the tasks and specify who in the firm would perform the work.
- Provide a description of how schedules are developed and highlight any innovative scheduling techniques your firm may be able to implement if needed.
- Identify methods that will be used to ensure quality control as well as budget and schedule control for the project.
- Identify any special issues or problems that are likely to be encountered during this project and how they will be addressed.

Proposers are encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the Project.

4. Forms

Proposers are required to complete and submit the following forms, which are enclosed in this RFP, with their proposals:

- Form 12-B, “Bidders List of Subcontractors”
- Certificate of Compliance with Insurance Requirements
- Disclosure of Campaign Contributions to Board of Directors

The top ranked firm shall submit the following forms with their price proposal:

a) Form 333, “Certification of Consultant, Commissions & Fees” must be completed by the prime and all subconsultants performing work in excess of $150,000.

5. Cost Proposal

Proposers are asked to submit only the technical information requested in this RFP. No cost proposal or work hours are to be included in this phase of the RFP process.

Please note that the top ranked firm will be required to submit a price proposal in connection with the negotiations described in Section V, below, and at least one of the following with the price proposal: a copy of their prior fiscal year and most recently completed fiscal year cognizant approved Indirect Cost Rate and approved state DOT Cognizant Letter of Approval; a copy of their prior fiscal year and most recently completed fiscal year Indirect Cost Rate Schedules and audited report by an independent
CPA; or a copy of the prior and most recently completed fiscal year Independent Cost Rates evaluation or audit report on a prior Caltrans or public agency contract, and any other governmental agency report/review/attestation.

6. References

Proposing firm and the Project Manager shall each have a total of 3 completed Reference Forms (See Attachment D) submitted directly from current or past clients. It is the responsibility of the Proposer to ensure timely return of any/all Reference Forms to procurement@gosbcta.com in accordance with the proposal due date and time established within this solicitation. Reference Forms will only be accepted if received directly from the client; forms received directly from the Proposer will NOT be evaluated. Reference Forms must include the name, title, address, telephone number, and e-mail address of the person(s) at the client organization who is most knowledgeable about the work performed.

7. Scope of Work and/or Contract Exceptions

SBCTA does not anticipate making substantive changes to its contract. Proposers should include in their proposal a written discussion of any and all proposed exceptions to or deviations from SBCTA’s Scope of Work or form of contract presented herein as Attachments A and B, respectively. Proposers will be deemed to have accepted any and all terms and conditions not objected to or identified as an exception or deviation in the proposal and there will be no further negotiations of any such terms or conditions not presented in the proposal. SBCTA may reject proposals where identified exceptions or deviations affect terms or conditions that SBCTA considers non-negotiable.

8. Appendices

Information considered pertinent to this RFP or to the evaluation of qualifications of the proposer, which has not been specifically solicited in any of the aforementioned sections, may be placed in a separate appendix section. Appendices are not included within the page limit set forth above and therefore may not be considered as part of the proposal scoring. Appendices should be relevant and brief.

III. ACCEPTANCE OF PROPOSALS

SBCTA reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in a proposal. SBCTA reserves the right to withdraw or cancel this RFP at any time without prior notice and SBCTA makes no representation that any contract will be awarded to any firm responding to this RFP. SBCTA reserves the right to reject all proposals and to re-issue (or not re-issue) a new RFP for the same or similar Work. SBCTA reserves the right to postpone proposal openings for its own convenience. Proposers may withdraw their proposals before the proposal submittal date by submitting a written request signed by an authorized representative of the firm and delivered to SBCTA’s Procurement Analyst at the address identified herein.
IV. SELECTION CRITERIA AND WEIGHTS

The primary objective of SBCTA is to select a qualified firm to perform the Work identified in the Scope of Work as identified herein. In addition, SBCTA has established the following criteria for the selection process:

A. The selection process shall be fair, open, and competitive.

B. The selection of the firm will be based on clearly stated objectives, identified in this RFP.

C. Selection of the firm shall be based upon demonstrated competence, professional qualifications, experience, and capabilities to perform the required Work identified in the Scope of Work.

D. Upon review of the proposals, a shortlist of firms within the competitive range will be invited to an interview tentatively scheduled for August 6, 2020, at SBCTA’s office located at 1170 W. 3rd Street, San Bernardino, CA 92410. However, at SBCTA’s discretion, the interview may be conducted via a webinar. The contract will be awarded to the most technically qualified firm best conforming to the RFP, which is in the opinion of SBCTA most advantageous to SBCTA, and with which a successful negotiation and agreement on cost and price can be concluded as set forth in Article V., below. The determination of the competitive range is at the sole discretion of SBCTA’s Evaluation Committee.

E. SBCTA reserves the right to reject any and all proposals. SBCTA is under no obligation to award a contract for the subject Work. At the conclusion of the evaluation process, the Evaluation Committee will recommend to the body or officer having authority to award the Contract on behalf of SBCTA (“Awarding Authority”) the firm who ranked the highest in overall score. SBCTA reserves the right to request additional information and/or clarification from any or all proposers to this RFP, but is under no obligation to do so.

F. Proposals will be evaluated based on the criteria and weights identified herein.

- **Qualifications, Related Experience and References**: Firm’s experience, years in business, and past and current client references; technical expertise and professional competence in areas directly related to this RFP; number of years’ experience performing similar work; demonstrated ability to manage and coordinate the Work; deliver quality products and services; deliver projects within budget and on schedule; and experience working with public agencies identified in the RFP. - 40 points.

- **Proposed Staffing and Project Organization**: Technical expertise and professional competence in areas directly related to the work identified in this RFP; level of experience, knowledge of state and federal guidelines and requirements; possession of certifications and licenses required and level of training of key personnel assigned, including subconsultants, if applicable; strength of experience and stability of proposed personnel; breadth and depth of resources; coordination of Work and quality control; availability of proposed staffing; and concurrence with restrictions on changes in key personnel. - 40 points

- **Work Plan**: Depth of understanding of SBCTA’s needs and requirements; and understanding of the Scope of Work; proposer’s approach and methodology/systems reflecting the ability to provide the requested Work; demonstrated knowledge of the Work being requested; identification and knowledge of all requirements cited in the
Scope of Work; and proposed technical or procedural innovations identified in the proposal. - 20 points.

G. SBCTA shall select the highest ranked firms to participate in the interview process. At SBCTA’s discretion, the interview may be conducted via a webinar. The firms should be prepared to setup and provide access to a webinar meeting for the interview. The number of firms so invited shall be at the discretion of SBCTA, but shall not be less than two. Firms who are invited to the interview will be asked a series of questions which will be scored. The maximum score for the Interview phase will be 100 points. Upon completion of the interview, the Evaluation Committee shall compile their interview scores. The interview will be weighted 60% and the technical proposal will be weighted 40%.

V. NEGOTIATIONS AND AWARD

The contract, Scope of Work and cost proposal will be negotiated with the top ranked firm. Should negotiations fail with the top ranked firm, SBCTA will discontinue negotiations and commence negotiations with the second ranked firm, and so on, until the Scope of Work, level of effort and cost/price have been successfully negotiated and a contract has been agreed to. However, SBCTA may elect at any time to not negotiate any further and not award the contract.

Firms are advised that any recommendation for contract award is not binding on SBCTA until the Awarding Authority approves the contract and the contract is fully executed.

VI. PROTEST INFORMATION

SBCTA has on file written Protest Procedures (Policy 11007). Firms may download a copy from www.gosbcta.com, click on “Doing Business” and under the tab “Bids and RFP’s,” scroll down to the heading “Important Documents.”

VII. DEBRIEFING

Firms that submit proposals in response to the RFP shall be notified in writing when: the firm is not selected to receive further consideration in the RFP process; the firm is selected for the interview process; and after the RFP Evaluation Committee’s recommendation to award has been determined. Firms not awarded the contract may obtain a debriefing by contacting SBCTA’s Procurement Analyst at procurement@gosbcta.com. Firms will have thirty (30) calendar days from the date identified in the written correspondence to request a debriefing.

VIII. PUBLIC RECORDS ACT

Proposals may be subject to public disclosure under the California Public Records Act and other public records laws, and by submitting a proposal, the proposer waives all rights to confidentiality of any information submitted in the proposal and agrees to any and all such disclosures required or permitted by law. Proposals become the property of SBCTA when submitted, and by submitting a proposal, the proposer agrees that SBCTA may use any information, documentation or writing contained in the proposal for any SBCTA purpose.
Scope of Work

OVERVIEW

The San Bernardino County Transportation Authority (SBCTA), acting in the capacity designated in the Contract, will utilize the services of a consultant herein referred to as “CONSULTANT”, to provide on-call environmental project management and technical and support services on an as-needed basis for a variety of projects in order to meet the environmental needs of SBCTA.

Coordination of CONSULTANT will be accomplished through SBCTA’s Project Manager or designee.

APPLICABLE STANDARDS

Deliverables and related material as requested for on-system State Highway projects shall be prepared in accordance with current applicable Department of Transportation (CALTRANS) regulations, policies, procedures, manuals, and standards including compliance with Federal Highway Administration (FHWA) requirements unless directed otherwise. Deliverables and related materials requested for all other agencies shall be consistent with the requirements of that agency in addition to federal, state, local agency requirements, regulations, policies, procedures, manuals, and standards.

All deliverables and supporting materials furnished under this Scope of Work shall be of a quality acceptable to SBCTA and/or other relevant agencies. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct and checked. The appearance, organization, methodology, and content of all deliverables and supporting materials shall be to applicable standards or as otherwise directed.

Qualifications of individuals performing services shall, at a minimum, meet the applicable qualifications noted in the CALTRANS Standard Environmental Reference as well as the qualifications for any appropriate Professional Licensing Board.

Guidance for each activity or deliverable can be found at the CALTRANS Standard Environmental Reference and within the Work Breakdown Structure (WBS) Manual located at:

Standard Environmental Reference
http://www.dot.ca.gov/ser/

Additional guidance, in part, is below:

- Preliminary Environmental Analysis Report Handbook
- Project Development Procedures Manual (PDPM),
- Traffic Noise Analysis Protocol and Technical Noise Supplement
- Highway Design Manual (HDM)
- Storm Water Project Planning and Design Guide (PPDG)
- Guidance Papers on Implementation of NEPA/404 MOU
- Project Planning and Design Guide (PPDG)
• Traffic Volume Data
• Technical Noise Supplement
• Traffic Noise Analysis Protocol
• Storm Water Pollution Protection Plan Guidelines for Environmental Planning
• Right of Way Manual - Reference Version, Chapter 10
• Surveys Manual

ON-CALL ENVIRONMENTAL SERVICES

The CONSULTANT services may include oversight of SBCTA consultants preparing environmental studies and reports for a specific highway improvement project, and it may include completing specific environmental tasks required for the development of highway projects. The services of the consultant will vary depending on when they are providing oversight services or are responsible for the completion of the task. Environmental services may include, but not be limited to the following:

Environmental Project Management
CONSULTANT may be asked to serve as the SBCTA Environmental Project Manager (PM) on a project and serve as the single point of contact for all environmental related questions, requests, and submittals. PM shall understand the project schedule and support/ conduct/coordinate/oversee any and all studies, analysis, requirements and meetings needed to successfully complete environmental requirements leading to NEPA and or CEQA compliant environmental documents such that the project schedule is not impacted negatively.

PM shall coordinate with CALTRANS and/or all other agencies involved or potentially impacted by the Project. PM shall inform SBCTA prior to all contacts, meetings, notifications, and correspondence with CALTRANS or any other agencies.

PM shall conduct ongoing reviews of consultant/subconsultant progress in performing the work and furnish comments in a timely manner.

PM shall draft and/or review certain types of correspondence to subconsultants, property owners, and/or representatives of various agencies, as necessary.

PM shall assist in the coordination of the distribution of relevant public information.

On a monthly basis, as requested by SBCTA, CONSULTANT shall prepare and submit to SBCTA a monthly status report that indicates the work progress achieved during the period. The report shall summarize the actual work progress compared with estimated progress and will identify problem areas, provide evaluations, recommendations and an outline on the process which CONSULTANT, and SBCTA will follow to rectify the problem(s). The progress report shall be submitted with the monthly invoice.

PM shall maintain a schedule of environmental activities, action items, four week look ahead, and update this information monthly. Activities shall be linked to other project specific functional activities as predecessors or successors, as appropriate.

PM shall review the subconsultants, or oversight the work of other consultants performing
environmentally related tasks, Project Control or Work Plan documents submitted to ensure their understanding of the level of information required, reporting procedures and formats, stakeholders, schedule, report cycle, and the intended use of each document.

PM shall receive and review monthly progress reports from subconsultant or other consultants performing environmental related tasks.

PM shall review with subconsultant or other consultant, requests for change orders and/or extensions of time when such requests are determined to be necessary.

For subconsultants, PM shall review all contractual payments and assure consistency with the progress of the associated activity.

PM may be assigned to a single or multiple projects.

**Coordination and Consultation**

CONSULTANT may be consulted for guidance, options, opinions, and strategies related to environmental issues in support of SBCTA projects and the SBCTA program.

CONSULTANT may be asked to perform an independent cost estimate, review a cost proposal and/or scope of work, or otherwise assist on development of a scope of work for environmental work required in any phase of a project.

CONSULTANT may be asked to lead the effort on coordination and/or consultation with one or more resource agencies.

**Peer Review**

In an oversight capacity, CONSULTANT may be asked to review and comment upon any and all environmental studies, analysis, reports, and/or plans prepared by other consultants, and to attend relevant meetings in order to gain background on the topics included in the aforementioned documents. Expertise related to air quality, noise studies, hazardous waste, environmental justice, biological issues/assessments, cultural issues, water quality, visual/aesthetic resources, land use issues, regulations, storm water, and other specialties will be required.

**Permits and Permit Requirements**

CONSULTANT may be asked to apply for resource agency permits and/or to successfully complete activities necessary to successfully fulfill environmental permit requirements. Activities may be required to be performed prior to and/or during construction. In addition, CONSULTANT may be asked to perform mitigation and restoration monitoring on a post-construction basis.

**Environmental Documents**

CONSULTANT may be asked to produce NEPA and/or CEQA compliant environmental documents/studies such as Initial Studies/Environmental Assessments (IS/EA), Environmental Impact Report/Environmental Impact Studies (EIR/EIS), environmental re-evaluations,
supplemental EIS and/or reassessments of existing/obtaged materials. In addition to meeting federal and state requirements, the Caltrans Standard Environmental Reference shall be utilized to assure compliance with formatting and content of documents.

Studies and Reports

CONSULTANT may be asked to provide as needed environmental support, field study, technical study and the associated reporting. Expertise related to air quality, noise studies, hazardous waste, environmental justice, biological issues/assessments, cultural issues, paleontological issues, water quality, visual/aesthetic resources, land use issues, current regulations, and other specialties will be required.

Reports prepared by CONSULTANT shall be submitted in draft form, and opportunity provided for SBCTA peer review. After addressing the peer review comments the draft document shall be submitted to CALTRANS, if applicable, to review and direct revisions prior to finalizing.

CONSULTANT shall provide the reproduction services required for the projects inclusive of the number of individual sets to be delivered for the submittal tasks outlined in this Scope of Work.

Hazardous Materials

If during any phase of a project residual soils and/or decontamination fluids and/or contaminated soil or fluids require off-site disposal, materials will be disposed of in a manner consistent with applicable requirements and regulations. CONSULTANT will characterize materials and offsite disposal method and site. If necessary, CONSULTANT may be required to characterize materials through collection and analysis of up to two composite soil samples. CONSULTANT will arrange shipment and offsite disposal appropriate for the type of material requiring disposal. Consultant will either: sign the non-hazardous soils or hazardous waste manifest (Manifest), as applicable, for transportation and offsite disposal of the materials, naming SBCTA as the generator of the material on the Manifest; or provide written certifications to SBCTA sufficient to enable SBCTA to sign the Generator’s/Offeror’s Certification of the Manifest.

Work Breakdown

The tasks that the CONSULTANT will be providing services for include, but are not limited to the tasks listed below, on an as needed basis. The responsibility of the CONSULTANT will vary depending on whether they are providing oversight services or are responsible for the completion of the task.

PROJECT MANAGEMENT

Environmental Project Management, Coordination and Consultation, and Peer Review will be performed under the Environmental Project Management Tasks below. Other study related activities performed by the consultant will be performed under the work break down structure following this section.

100.10 Project Management – Project Approval and Environmental Document Component
100.20 Project Management – Construction Component
100.25 Project Management – Right of Way Component

PLANNING PHASE

150.20 Preliminary Environmental Analysis Report (PEAR)
The Preliminary Environmental Analysis Report (PEAR) identifies the potential environmental impacts of each alternative, as well as potential mitigation costs. Although existing data will most frequently be used in the preparation of this report, project specific circumstances may indicate the need for or advisability of conducting more detailed investigations. Costs developed in this activity will be used for programming purposes; consequently, the analysis should be of sufficient detail to identify all potential costs. For those projects where the initiation document is combined with the project report/environmental document (such as PSSRs and PSR/PR), this activity also includes those tasks required for the environmental document.

150.20.05 Initial Noise Study
Evaluate noise and will conduct a background document review of the project vicinity and make contacts with outside agencies and individuals. Perform a windshield survey or equivalent of the project. Documentation will include the results of the background research and fieldwork. It will describe the project setting, identify and describe sensitive receptors, and discuss possible impacts, and potential abatement measures. The documentation will identify anticipated interagency coordination and permits to enter. A summary statement will be provided for inclusion in the PEAR. The summary should note issues, risks, and assumptions that might affect the alternatives, cost, schedule, or viability of the project. Include the approximate delineation of sensitive receptors on mapping. Include a resource estimate and a schedule by WBS code for completing studies for the environmental document. The following attachments will be completed:

- Noise Study portion of the PEAR Environmental Studies Checklist
- Noise Abatement portion of PEAR Environmental Commitments Cost Estimate, for standard PSRs
- Estimated Resources
- Conduct background document review
- Perform a windshield survey or equivalent
- Prepare documentation
- Project setting/sensitive receptors
- Potential impacts
- Potential abatement
- Monitoring
- Agency Coordination
- Recommendations
- Summary
- PEAR Environmental Studies Checklist
- PEAR Environmental Commitments Cost Estimate for standard PSR

150.20.10 Hazardous Waste Initial Site Assessments/Investigations
Hazardous waste Initial Site Assessments (ISA) are required for all projects. This information is required in order to complete the PEAR and PID. Additionally, for “high risk” sites, as assessed by the Hazardous Waste Technical Specialist, it is strongly recommended that a Preliminary Site Investigation (PSI) at least be started during the K Phase.
150.20.15 Scenic Resource and Landscape Architecture Review
This task includes two subtasks: a Scenic Resource Review and a Landscape Architectural Review. The Scenic Resource Review looks at the proposed project to determine if scenic resources exist within the project limits, and whether these resources will be impacted by the proposal. For projects on the State Highway System, the following information is collected:

- Verification of information from the RTP stage;
- Identification of possible scenic resources and the project’s potential visual impact(s);
- Identification of possible mitigation measures and preliminary costs to be included in the PSR estimate (e.g., special grading requirements, architectural features on bridges and walls, urban street amenities, landscape treatment, right-of-way requirements);
- Identification of Officially Designated State Scenic Highways in the project area;
- Public input is solicited during this phase to address local concerns and integrate appropriate design features through a ‘context sensitive solutions’ approach per Director's Policy DP-22.
- For projects off the State Highway System, a Preliminary Environmental Study (PES) form is completed. The Landscape Architectural Review typically includes recommendations regarding:
  - Design strategies that integrate the project with the surrounding environment.
  - Erosion control, slope design, and Storm Water Data Report recommendations.
  - Replacement Highway Planting and Mitigation Planting requirements.
  - Integration with the Comprehensive Corridor Plan, if available.
  - Traveler and Worker Safety.
  - Preservation of Historic Period Landscapes.

150.20.20 Initial NEPA/404 Coordination
Includes Pre-Consultation with appropriate resource agencies in order to reach consensus on need and purpose, avoidance alternatives, and feasible alternatives.

150.20.25 Initial Biology Study
Biologist will perform background research, fieldwork, evaluation and reporting. The fieldwork may be a windshield survey or equivalent, Caltrans photolog or aerial photo survey, and/or on-the-ground survey depending on the size and complexity of the project. For the documentation, summarize the background review and the survey findings. Identify the type of survey used and provide a brief description of the setting and sensitive biological resources present. Identify specific studies or focused surveys needed for the subsequent environmental document, noting seasonal restrictions or agency protocols that need to be considered in the project schedule. Include an explanation and estimated timeline of required resource agency coordination (e.g., Section 7). Note anticipated permits, agreements or approvals (e.g., 401, 404, 1602). In the preliminary evaluation, consider whether the proposed project may require an Individual 404 permit or qualify for a nationwide permit. Include a list of contacts and sources consulted during the PEAR analysis.

Discuss the project’s potential effects on biological resources: recommended avoidance, minimization, and mitigation measures and potential environmental commitments. Identify changes to the project scope or costs that could be driven by biological commitments, such as wetland mitigation, compensatory or replacement habitat acquisition, and habitat restoration. When
preparing a standard PSR, provide associated cost estimates and preliminary schedules for habitat acquisition, design, construction, and monitoring. Scheduling should take into consideration the time needed by ROW to acquire permits to enter.

Conclude with a summary paragraph for inclusion in the PEAR. The summary should note potential biological resources issues, risks, and assumptions that might affect the alternatives, cost, schedule, or viability of the project. Include the approximate delineation of known sensitive biological resources on or near the project on the mapping provided by the generalist, and attach it to the documentation. Include a resource estimate and a schedule by WBS code for completing studies for the environmental document and obtaining necessary approvals to achieve PA&ED.

150.20.30 Initial Records and Literature Search for Cultural Resources
The cultural resources specialist conducts background research and fieldwork as appropriate, and prepares documentation. Background research includes literature and database searches (e.g., common references, ethnographic studies, bridge survey, photo logs or DHIPP, Sanborn maps), contacting record repositories (e.g., the appropriate regional Information Center and the Native American Heritage Commission (NAHC) regarding the Sacred Lands Inventory), and soliciting information or concerns from knowledgeable sources such as Native American contacts (tribes and interested parties), organizations (e.g. local historical societies), and individuals (e.g., local historians). In notifying tribes and interested Native American contacts of scoping efforts, ask if they have any known concerns beyond any archaeological properties that could affect the alternatives, cost, schedule, or viability of the project, while assuring the tribal representatives that this inquiry is a very early assessment of the environmental concerns for planning purposes. Fieldwork as discussed here is essentially a preliminary review of the project area, although for small projects, fieldwork may comprise on-the-ground examinations. For larger projects, a windshield survey or equivalent is more appropriate.

Following the pre-field research and fieldwork, the specialists prepare documentation of their findings. The documentation lists the records consulted, contacts made and what was learned, notes the type of survey(s) performed, briefly describes the project setting and sensitivity for cultural resources. The documentation will include a section describing each cultural resource identified during the background research and fieldwork. The documentation discusses the potential effects of the project on resources within or adjacent to the project area and notes potential effects on Section 4(f) properties. In addition the documentation notes whether the proposed project would be located on or affect tribal lands or whether a federal agency is involved. Such circumstances may affect the applicability of the Section 106 Programmatic Agreement. The regular Section 106 process must be followed if the proposed project is located on or affects tribal lands or if another federal agency would be the NEPA federal lead agency. On federal or tribal lands, federal or tribal requirements (e.g. Archaeological Resources Protection Act (ARPA) permits, Native American Graves Protection and Repatriation Act (NAGPRA) Action Plans, or Special Use permits) would also be applicable, depending on the anticipated work involved.

Explain concurrences needed in the environmental document and other coordination required such as consultation with the State Historic Preservation Officer (SHPO) for compliance with Sections 5024 and 5024.5 of the Public Resources Code (PRC) and Section 106 of the National Historic Preservation Act (NHPA).

150.20.40 Initial Community Impact Analysis, Land Use, and Growth Studies
Conduct a pre-field background search (e.g., previous environmental documents) and make contacts with outside agencies (e.g., city planning departments). In most cases, the fieldwork will be limited to a windshield survey or equivalent. The analysis may include a brief review of current census information. The preliminary analysis should identify community impact issues and set the scope of subsequent socioeconomic/community analysis. The analysis will address impacts related to economy, social considerations, environmental justice, relocation, farmlands/timberlands, and community services.

Summarize the results of the background review and fieldwork. Discuss the existing social and economic conditions in the area. Discuss number and type of structures potentially impacted and number of potential relocations, if any. Address impacts to neighborhoods, business districts, and ethnic, disabled or other minority groups. Note anticipated agency coordination, permits, and approvals. Make recommendations for environmental commitments. Include the type and magnitude of studies needed for the environmental document.

The specialist evaluating these resources will conduct a pre-field background search (e.g., previous environmental documents), GIS data-bases, and make contacts with outside agencies. In most cases, the fieldwork will be limited to a windshield survey or equivalent. The preliminary analysis should briefly consider existing and future land use, consistency with State, Regional, and Local Plans, and identify any park and/or recreational facility, equestrian trail, bikeway, or other recreational trail.

Determine if the project and/or alternatives is likely to induce growth in the project area. Identify any local government “no growth” ordinances or policies. Assess the potential for the project to facilitate planned growth, and assess the potential for unplanned growth. Identify if the project will be located along a new alignment or provide new access. Identify any indirect impacts that could result from the project. The PEAR will identify whether a formal growth-related, indirect impact analysis is needed.

**150.20.45 Initial Air Quality Study**

The specialist evaluating this resource will conduct a background document review of the project vicinity and make contacts, as necessary, with outside agencies and individuals. The specialist will perform a windshield survey or equivalent of the project and provide documentation that includes the results of the background research and fieldwork. The air quality documentation will discuss the attainment status of the project area, potential impacts, potential environmental commitments, and long-term monitoring that may be needed. The documentation will identify conformity, mobile source air toxics (MSATs), particulate matter (PM) 10 and PM 2.5, interagency participation and permits. A summary statement will be provided for inclusion in the PEAR. The summary should note issues, risks, and assumptions that might affect the alternatives, cost, schedule, or viability of the project.

**150.20.50 Initial Water Quality Studies**

Evaluate potential water quality issues and include a discussion of the various environmental permits that will be required for the project to protect water quality, including pollution from stormwater runoff, waste discharges to land or surface waters, and hazardous waste sites. Discussion will include details of work performed to identify and remediate hazardous waste properties. Hydrology and Floodplain evaluation is also discussed. The documentation includes a description of the setting; the findings of background research and
field visit; and identifies bodies of water, drainages, rivers and streams that might be impacted. Basin plans that are in effect are reference and existing discharge conditions could affect the project design, scheduling or construction techniques are identified. In addition, anticipated agency coordination, permits, and environmental commitments are documented. This section of the PEAR should include a list of all anticipated waste discharge and dewatering requirements. Discussion is included on how minimization and avoidance of stormwater pollution impacts are to be achieved through permit and Best Management Practices (BMPs) throughout design, construction, and long-term maintenance. The report should note if the project will require structural BMPs; the project footprint may have to be revised to accommodate these features. Structural BMPs must be coordinated with the Project Engineer.

150.20.55 Initial Floodplain Study
Evaluate floodplain issues by reviewing a background document of the project area, reviewing of the Federal Emergency Management Agency (FEMA)/National Flood Insurance Program flood maps, and contacting outside agencies and individuals as necessary. A field visit should be performed by the Hydraulic Engineer for all but the simplest projects. The documentation includes a description of the hydraulic and floodplain setting (including any special requirements described in the Basin Plan), describes potential impacts to local hydrology, and identifies additional studies and agency coordination that will be needed for the environmental document. Floodplain criteria as defined in 23 CFR 650, Subpart A (sections 650.101 thru 650.117) may also need to be consulted. The documentation also includes constraints and recommendations that may affect project design.

150.20.60 PEAR Preparation
Prepare Preliminary Environmental Analysis Report (PEAR) or a Categorical Exemption/Categorical Exclusion (CE/CE) for qualifying projects where the PID is combined with project report/environmental document. Reference the Caltrans PEAR Handbook for further details regarding PEAR preparation, formatting, and content.

150.20.65 Initial Paleontology Study
A paleontological identification report (PIR) may be prepared at any time during project development; however, the PIR is recommended during PEAR preparation in order to document the potential for presence or non-presence of paleontological resources in the project area. Evaluating potential paleontological resources includes a review of databases and/or a background document review, as well as contact with outside agencies, museums, universities, and individuals. Conducting a windshield survey or equivalent of the project area, if appropriate, follows this work.

The preparer will describe the geologic and paleontological setting of the project area and the results of database/background/contact review. The report should also discuss tribal government, agency coordination, approvals, and permits (e.g., permits to conduct investigations on BLM, USFS, or USACOE-administered lands).

Provide a summary statement for inclusion in the PEAR. The summary should note issues, risks, and assumptions that might affect the alternatives, cost, schedule, or viability of the project.

150.20.70 Initial Native American Coordination
See WBS 150.20.30
150.20.99 Other PEAR Products
All other work, during the PEAR efforts, not defined or covered in other 150.20 activities.

150.25 Approved PID (PSR, PSSR, etc.)
This activity includes all tasks required to develop the PID text and exhibits, as well as the effort required to circulate, review and update the PID. It also includes the development and approval of any supplemental PIDs.

150.25.05 Draft PID
This activity includes peer review and submittal to Caltrans for on-system and/or federal aid projects.

150.35 Required Permits during Project Initiation Documents Development
This activity includes all work, normally prior to approval of the combined PR/PSSR, required in order to determine what permits may or may not be required. Note: This does not include coordination with resource agencies covering the scoping and NEPA/404 MOU process covered under activities of future phases of the project.

150.40 Permits during Project Initiation Documents Development (if necessary)
All work involved in obtaining permits for combined PR/PSSR, including:

- Discussions and negotiations with the permitting agency.
- Preparation of the permit and attachments such as exhibits, maps, etc.
- Obtain funds for any required permit fee.
- Submit permit application.

Possible Permits Include:
150.40.05 U.S. Army Corps of Engineers Permit (404)
150.40.10 U.S. Forest Service Permit(s)
150.40.20 Department of Fish and Game 1600 Agreement(s)
150.40.30 Local Agency Concurrence/Permit
150.40.35 Waste Discharge (NPDES) Permit(s) Includes all effort needed to obtain a National Pollutant Discharge Elimination System (NPDES) permit.
150.40.40 U.S. Fish and Wildlife Service Approval
150.40.45 Regional Water Quality Control Board 401 Permit
150.40.95 Other Permits

ENVIRONMENTAL PHASE

165.05.10 Public and Agency Scoping Process
Prepare and publish legal notices, and perform all public and agency participation tasks related to the overall environmental product prior to circulation of the Draft Environmental Document to the public. For on-system projects all documents shall be submitted to Caltrans prior to distribution and/or finalization.

- Prepare written notification of initiation of environmental studies.
- Prepare Draft Notice of Intent (NOI) (NEPA requirement -- EIS only) and submit to FHWA.
for Federal Register publication.

- Prepare and circulate Notice of Preparation (NOP) (CEQA requirement -- EIR only).
- Conduct and document Public and Agency environmental scoping meeting(s)
- Prepare and coordinate with SBCTA and Tribal Transportation Planning Agency a Public Participation Plan, meeting MPO, State Implementation Plan (SIP), FHWA Metropolitan Planning and tribal requirements.
- Conduct and document public and agency open house and workshop meetings during development of the environmental document.
- Conduct and document other formal and informal public participation activities such as citizen's committees, focus groups, presentations to political bodies, and media appearances, not directly related to preparation and coordination of a technical work product.
- Prepare & circulate newsletters and other public informational and press materials
- Prepare and maintain Project Mailing List

**165.05.15 Alternatives for Further Study**

The Project Manager, Management, and the Project Development Team select alternative(s) for further study in the Draft Environmental Document and Draft Project Report. The selection process and criteria are documented for use in later stages of the project. Alternatives are based on those developed and documented in the Project Initiation Document, with additions or deletions as required.

- Perform preliminary alternatives analysis
- Consider public comment and participation
- Review alternatives analysis with Project Development Team
- Prepare and review alternative selection documentation
- Preliminary alternatives analysis report (used by PDT and public)
- Public and PDT Review documentation and comments
- Response to comments

**165.10 General Environmental Studies**

Perform environmental technical studies, other than for Biology and Cultural Resources, and prepare technical reports and other work products documenting study results.

**165.10.15 Community Impact Analysis Land Use and Growth Studies**

Perform all activities related to socioeconomic, land use, and growth impact technical studies for use in the environmental document, and prepare a technical report documenting study results.

- Perform ethnicity and economic studies to determine the characteristics of the communities affected by the project. This includes Environmental Justice requirements.
- Perform land use studies to determine the relationship of the project to local, regional, and other planning, and identify compatibility issues with existing land uses.
- Perform growth impact studies.
- Prepare interim reports for internal and peer review.
- Prepare technical report with mapping & other graphics.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.
• Coordinate with local and regional agencies, ethnic and community groups, and business organizations.
• Farmland Evaluation and Coordination

165.10.20 Visual Impact Assessment and Scenic Resource Evaluation
Perform all activities related to Visual Impact Assessment (VIA) and Scenic Resource Evaluation (SRE) for use in the environmental document, and prepare a technical report documenting study results.

• Perform a visual inventory of the project area.
• Prepare visual simulations and exhibits of the proposed alternatives.
• Coordinate with local agencies, citizens groups, and business groups related to community design and scenic issues.
• Prepare technical report.
• Prepare abstract for inclusion in Environmental Document.
• Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.
• Perform Scenic Resource Evaluation.

165.10.25 Noise Study
Perform all activities related to noise impact analysis for use in the Environmental Document, and prepare a technical report documenting study results.

• Identify sensitive receptors and analysis locations.
• Collect existing noise information, including monitoring data from Air Resources Board (ARB) and Air Pollution Control District (APCD) sites.
• Perform noise modeling.
• Develop estimates of effectiveness for alternative mitigation measures.
• Prepare technical report with preliminary barrier plans.
• Prepare abstract for inclusion in Environmental Document text.
• Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

165.10.30 Air Quality Study
Perform all activities related to air quality impact analysis for use in the environmental document, and prepare a technical report documenting study results.

• Identify sensitive receptors and analysis locations.
• Collect existing CO data
• Perform CO and/or other monitoring. NOTE: Scheduling of this activity should take into account appropriate study windows.
• Perform micro-scale modeling to predict future pollutant concentrations with no project and all applicable alternatives.
• Verify Federal Clean Air Act conformity status of the project; coordinate with regional and air quality agencies to obtain concurrence in the conformity status of the project, and carry out additional conformity-related activities, if necessary, including regional modeling of additional alternatives and recommendations for RTP and/or RTIP revisions.
• Develop estimates of effectiveness for alternative mitigation measures.
• Prepare monitoring and technical reports.
• Prepare abstract for inclusion in Environmental Document text.
• Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures for use in the Environmental Document text.

165.10.35 Water Quality Studies
Perform all activities related to water quality impact analysis for use in the environmental document, and prepare a technical report documenting study results.

• Identify receiving waters, their regulatory status, and their uses.
• Collect existing water quality information, including monitoring data from other agencies as available.
• If necessary due to inadequate existing information, conduct on-site sampling and/or monitoring and prepare monitoring report.
• Perform modeling if necessary and appropriate to predict future pollutant concentrations with no project and all applicable alternatives.
• Verify applicability of Sole Source Aquifer, NPDES, and other laws and regulations to the project and design of drainage facilities.
• Develop estimates of effectiveness for alternative drainage facilities and mitigation measures.
• Prepare technical report with mapping & other graphics.
• Prepare abstract for inclusion in Environmental Document text.
• Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

165.10.40 Energy Studies
Perform all activities related to energy impact analysis for use in the environmental document, and prepare a technical report documenting study results.

• Perform modeling or use other analysis methods to predict future energy use with no project and all applicable alternatives.
• Verify applicability of energy-related laws and regulations to the project and design of drainage facilities.
• Prepare technical report.
• Prepare abstract for inclusion in Environmental Document text.
• Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

165.10.45 Summary of Geotechnical Report

• Review Preliminary Geotechnical Report
• Prepare abstract for inclusion in Environmental Document text.

165.10.55 Draft Right of Way Relocation Impact Document
Perform all activities related to relocation impact analysis for use in the Environmental
Document, and prepare a technical report documenting study results.

- Prepare technical report.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

165.10.60 Location Hydraulic & Floodplain Study Reports
Perform all activities related to preparing a Location Hydraulic Study, including structures hydraulics, for use in the environmental document and Draft Project Report, and a flood plain study for use in the Environmental Document, and prepare a technical report or reports documenting study results.

Note: These studies are usually combined into one document since they address largely the same issues. The Location Hydraulic Study is a specific FHWA requirement where a project will encroach on a flood plain. The Flood plain Study may consider a broader range of issues than FHWA requires for the Location Hydraulic Study, and is usually part of the information required to deal with the Corps of Engineers in the 404 permit process.

- Prepare technical report.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

165.10.65 Paleontology Study
Tasks involved with the identification and evaluation of paleontological resources within the project’s study area.

- Identification of geologic strata potentially affected by project related activities (including borrow sites, cuts and haul roads) and assessment of its potential to contain significant paleontological resources.
- Literature search of paleontological resources in the region.
- Consultation with paleontologists with expertise in the region.
- Develop preliminary mitigation plan, if necessary.
- Develop summary report of conclusions for inclusion in the Environmental Document.
- Prepare Paleontological Identification Report (PIR), if not prepared for PID.
- Prepare Paleontological Evaluation Report (PER).
- Prepare Paleontological Monitoring Plan (PMP).

165.10.70 Wild and Scenic Rivers Coordination
Tasks involved with the identification and evaluation of wild and scenic rivers within the project’s study area.

- Identification of all river reaches officially designated as being part of the National Wild and Scenic River System and official “study” river.
- Identification of all river reaches officially designated as “wild”, “scenic”, or “recreational” by the California Resources Agency.
- Prepare summary report of conclusions for inclusion in the Environmental Document.
165.10.75 Environmental Commitments Record
Prepare and/or update the Environmental Commitments Record (ECR) and its associated documentation (e.g., Mitigation Monitoring and Reporting Record (MMRR) or Permits, Agreements and Mitigation (PAM)). In the case of a CE, transmit to Design for inclusion into the PS&E package. The ECR is used as a part of the Environmental input for the RE Pending File, Environmental Certification at RTL, and the Certificate of Environmental Compliance upon completion of construction of the project.

165.10.80 Hazardous Waste Initial Site Assessments/Investigations
Hazardous waste Initial Site Assessments (ISA) are required for all projects. This information should have been acquired during the previous phase in order to properly complete the PEAR and PID. If an ISA was not completed during the planning phase, its costs should be captured here.

165.10.85 Hazardous Waste Preliminary Site Investigations
Perform all activities related to one or more Preliminary Site Investigations (PSIs) as defined under procedures, and prepare a technical report documenting study results.

- Review and, if necessary, update Initial Site Assessment.
- Prepare technical report.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

165.10.99 Other Environmental Studies
All other work, during the General Environmental Studies efforts, not defined or covered in other 165.10 elements.

165.15 Biological Studies
Perform all activities related to preparing Biological Studies Reports necessary for the preparation of the project’s Environmental Document related to the project.

- Review of project initiation package
- Conduct literature review and windshield study
- Review the Biology section of the Preliminary Environmental Assessment Report (PEAR)
- Review project documents and perform information search
- Evaluate which potential studies or surveys may be necessary
- Assess potential for biological resources to occur in project area
- Select protocols for conducting biological surveys
- Coordinate with SBCTA, Caltrans and resource agencies
- Conduct required focused surveys to determine presence/absence of federally and State-listed species within site during appropriate seasons, daytime hours, durations, and repetitions depending on the species and the protocol from the appropriate resource agency and with consideration to the project schedule.
- Resource agency and property owner notifications shall be made by the consultant, where required.
- Secure all required permits
- Record and map location of the species on an aerial photograph
• Prepare a Survey Report to include a report of findings:
  o Site location plotted on U.S. Geological Survey (USGS) 7.5-minute topographic map;
  o Description of survey methods including list of all biologists, acreage of habitat
    surveyed, and the number and dates of the surveys;
  o Mapping of the precise location of any sensitive plants, if observed;
  o Estimation of population numbers, if observed;
  o If required prepare morphological analysis in order to differentiate the federally species
    form other related species.
  o If trapping occurs, all animals captured will be identified to species, sexed, assessed for
    reproductive condition and age, marked, weighed, and released;
  o If necessary provide relocation services; and
  o Completed field forms for the appropriate resource agency showing the location of the
    sensitive species, if observed.

165.15.05 Biological Assessment
Perform all tasks related to endangered species and other studies required to complete a Biological
Assessment report.

• Obtain endangered species list for project area.
• Perform presence/absence and other field studies.
• Determine effect on species.
• Perform formal and informal coordination with resource agencies and document the same.
• Prepare Biological Assessment Report.
• Prepare abstract (s) for inclusion in the Natural Environmental Study and Environmental
  Document.
• Prepare memo discussing recommended and/or required mitigation measures.

165.15.10 Wetlands Study
Perform all tasks related to identifying, studying project effects on, and determining mitigation for
wetlands in the project area, and prepare a report.

• Coordinate endangered species information with Biological Assessment work.
• Delineate wetlands in the project area to Corps of Engineers standards, and obtain Corps
  approval of delineation.
• Evaluate, quantify, and map temporary and permanent impacts to the waters of the U.S.
• If required, prepare a hydrogeomorphic method (HGM), rapid assessment, or other reports.
• Determine effect on species and amount/type of wetlands affected.
• Prepare technical report.
• Wetland Delineation materials.
• Prepare abstract(s) for inclusion in Natural Environment Study and Environmental
  Document text.
• Memo discussing recommended and/or required mitigation measures.

165.15.15 Resource Agency Permit Related Coordination
Effort involved directly with formal consultation and coordination required in order to complete the
biological studies. This work may result from studies done under any of the other biological task
areas and may be required in order to complete those studies. The purpose of separating this effort
is to identify the workload involved with permit and mandatory consultation work in the biology field. The intent of this activity is to gain consensus with the resource agencies on the impacts and mitigation’s on the proposed alternatives necessary for completion of the Draft Environmental Document (DED).

- Obtain concurrence by the Corps of Engineers with initial purpose and need and range of alternatives, per NEPA/404 MOU requirements.
- Coordinate work with Biological Assessment, Wetlands Study, and Natural Environment Study work.
- Perform Section 7 and/or Section 10 consultation with the U.S. Fish & Wildlife Service.
- Perform formal consultation and obtain concurrence in biological and wetland studies under the NEPA/404 Coordination MOU process.
- Perform early consultation with California Department of Fish and Game regarding biology issues related to possible Section 1600 permits.
- Perform formal and informal biology-related coordination with other resource agencies as needed.
- Prepare and submit preliminary Section 404 permit application to the Army Corps of Engineers per NEPA/404 Memorandum of Understanding (MOU).
- Prepare and submit Section 408 permit application to the San Bernardino County Flood Control District.
- Migratory Bird Act (U.S. Fish and Wildlife Service).
- Fish and Game Code 2081 or 2080.1 (California Department of Fish and Wildlife).
- Fish and Game code 1002 and Title 14 Sections 650 and 670.1 (California Department of Fish and Wildlife).

165.15.20 Natural Environment Study (NES) Report
Based on information developed in the Biological Assessment and Wetlands Study reports, and other information as directed by technical guidance, prepare a Natural Environment Study (NES) Report. This report is the master document covering compliance with biological study and consultation requirements, and providing language and mitigation measures for use in the Environmental Document.

- Review other biological study work.
- Prepare technical report.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

165.15.99 Other Biological Studies
All other work, during the Biological Studies efforts, not defined or covered in other 165.15 elements.

165.20 Cultural Resource Studies
Perform studies and prepare cultural resources (archaeological, historical, and architectural reports) in order to comply with the requirements of CEQA, NEPA, Section 106 of the National Historic Preservation Act, and Section 5024 of the California Public Resources Code. Included is consultation with Native American communities. Produce documentation (e.g., from FHWA or
State Historic Preservation Officer (SHPO)) that compliance with applicable Federal and/or state cultural resource laws and regulations has been achieved.

165.20.05 Archaeological Survey
Archaeological Survey Report (ASR) that details study methods and results.

165.20.05.05 Area of Potential Effects/Study Area Maps
Specialist will prepare an Area of Potential Effects (APE) maps for projects with a Federal nexus and Study Area maps for those with State-only involvement.

165.20.05.10 Native American Consultation
Consult with federally recognized tribes and California Indian traditional cultural leaders, unrecognized groups, and individuals on their concerns regarding project activities. Simultaneously, these efforts also include identifying other cultural concerns and areas of cultural significance that a proposed project may impact and that, under environmental law, may need to be addressed. Consultation includes identification, evaluation, determination of effects, and treatment of archaeological resources. In addition, consultation includes identification of areas important to Native Americans that may be unrecognized by people outside the culture. These include sacred sites, plant-gathering areas, and certain historic properties that are referred to as Traditional Cultural Properties. This activity will include the following subtasks:

165.20.05.15 Records and Literature Search
165.20.05.20 Field Survey
165.20.05.25 Archaeological Survey Report (ASR)
165.20.05.99 Other Archaeological Survey Products

165.20.10 Extended Phase I Archaeological Studies
If required, specialist may be asked to prepare an Extended Phase I (XPI) study is an extension of the identification phase for archaeological resources, meeting the requirements of 36 CFR 800.4(b), “to identify historic properties within the area of potential effects,” and similar requirements under CEQA. The XPI Proposal is used to explain the reasons for the XPI study, to describe the proposed field methods, and will be used as the basis for determining when the study goals have been met and fieldwork can cease. Refer to the Standard Environmental Reference, Chapter 5, Section 5.5 for a complete discussion of Extended Phase I studies. Subtasks include:

165.20.10.05 Native American Consultation
165.20.10.10 Extended Phase I Proposal
165.20.10.15 Extended Phase I Field Investigation
165.20.10.20 Extended Phase I Materials Analysis
165.20.10.25 Extended Phase I Report

165.20.10.99 Other Extended Phase I Archaeological Study Products
All other work, during the Extended Phase I Archaeological Studies efforts, not defined or covered in other 165.20.10 elements.
165.20.15 Phase II Archaeological Studies
A Phase II report is a technical report detailing the methods and results of Phase II studies for projects involving only one alternative or projects where all alternatives have the same impacts on all archaeological resources. Activities included are:

- 165.20.15.05 Native American Consultation
- 165.20.15.10 Phase II Proposal
- 165.20.15.15 Phase II Field Investigation
- 165.20.15.20 Phase II Materials Analysis
- 165.20.15.25 Phase II Report

165.20.15.99 Other Extended Phase II Archaeological Study Products
This task covers all other work, during the Extended Phase II Archaeological Studies efforts, not defined or covered in other 165.20.15 elements.

165.20.20 Historical and Architectural Resource Studies
Produce technical report(s) detailing the methods and results of the Historic and Architectural Resource studies. Activities included are:

- 165.20.20.05 Preliminary Area of Potential Effects/Study Area Maps for Architecture
- 165.20.20.10 Historic Resource Evaluation Reports - Archaeology
- 165.20.20.15 Historic Resource Evaluation Reports - Architecture
- 165.20.20.20 Bridge Evaluation

165.20.25 Cultural Resource Compliance Consultation Documents
Compliance documents submitted to FHWA and/or the State Historic Preservation Officer (SHPO) for concurrence regarding resource identification, significance, project effects, and mitigation measures. Activities included are:

- 165.20.25.05 Final Area of Potential Effects/Study Area Maps
- 165.20.25.10 PRC 5024.5 Consultation
- 165.20.25.15 Historic Property Survey Reports / Historic Resource Compliance Reports
- 165.20.25.20 Finding of Effect (FOE)
- 165.20.25.25 Archaeological Data Recovery Plan/Treatment Plan
- 165.20.25.30 Memorandum of Agreement (MOA)
- 165.20.25.99 Other Cultural Resource Compliance Consultation Products

165.25 Draft Environmental Document
Prepare Draft Environmental Document (DED) with all attachments or Categorical Exemption/Categorical Exclusion documentation. Conduct all necessary in-house and external reviews (NEPA and CEQA documents) and obtain U.S. DOT (Federal Highways (FHWA), FTA, or other Administration) approval to circulate NEPA Document.

165.25.05 Draft Environmental Document Analysis
Analyze technical studies and prepare DED (CEQA draft ND/IS or EIR; NEPA draft EA or EIS; typically combination CEQA/NEPA document). Activity includes the coordination of the studies required for the ED.
165.25.10 Section 4(f) Evaluation
For projects with USDOT involvement where the project “uses” public owned lands of a public park, recreation area or wildlife and waterfowl refuge of national, state, or local significance or historic or archaeological sites listed or eligible for the Nation Register of Historic Places are impacted by the project, Specialist will determine whether the “use” is de minimus or qualifies for a programmatic Section 4(f). Specialist will perform an analysis to determine whether there is one or more feasible and prudent avoidance alternatives to the “use” of the Section 4(f) p

165.25.15 Categorical Exemption / Categorical Exclusion (CE) Determination
Includes review, circulation and approval.

165.25.20 Environmental Quality Control & Other Reviews
Carry out formal and informal review of DED within Consultant’s firm and as a peer review activity, including all required quality control reviews. Revise DED as required addressing any comments. Prepare Quality Control Review Certification.

165.25.25 Approval to Circulate Resolution
Includes time and effort required to resolve comments.

165.25.99 Other Draft Environmental Document Products
All other work, during the Draft Environmental Document efforts, not defined or covered in other 165.25 elements.

175.05 DED Circulation
Preparation and circulation of the DED, this effort does not include the public hearing process and responding to comments.

175.05.05 Master Distribution and Invitation Lists
Update the project's existing mailing list and prepare the distribution list for all interested individuals, groups, and governmental agencies.

175.05.10 Notices Regarding Public Hearing & Availability of Draft Environmental Document
This includes all efforts required to prepare and issue a Notice of Availability for the DED, mail notifications of the public hearing, either the published "Notice of Opportunity" or the first published public hearing notice.

175.05.15 DED Publication and Circulation
Includes formal public circulation period, publishing/reproduction (including both paper and electronic formats) and mailing of the DED. This activity does not include the public hearing process and responding to comments. Includes providing documents to SBCTA or Caltrans for transmittal of DED to CTC and preparation of CTC agenda item.

175.05.99 Other DED Circulation Products
All other work, during the DED Circulation efforts, not defined or covered in other 175.05 elements.

175.10 Public Hearing
Perform all tasks for the purpose of preparing and holding Public Hearing for a project.
175.10.05 Need for Public Hearing Determination
Based upon the response to the "Notice of Opportunity" for a public hearing, meetings are scheduled with the interested parties to determine if a public hearing is required.

175.10.10 Public Hearing Logistics
Arrange for Public Hearing Logistic - Includes all formal arrangements for the public hearing including:
- Select and obtain public hearing officer
- Obtain hearing room
- Obtain security
- Obtain court reporter
- Obtain language interpreters
- Prepare handouts

175.10.15 Displays for Public Hearing
Preparation of any displays, exhibits, equipment, signs, models, or other physical features for use at the public hearing.

175.10.20 Second Notices of Public Hearing and Availability of DED
This includes the second published and all subsequent public hearing notice and general publicity regarding the public hearing. Including:
- Display ads
- Flyers or newsletters mailed / distributed to residents and interested parties
- Notices on bulletin boards in public places
- Press release to all media
- Distribution of notices through schools and service clubs
- Copies of the notice sent to OPPD & FHWA
- Availability of DED

175.10.25 Map Display and Public Hearing Plan

175.10.30 Display Public Hearing Maps
Includes either formal or informal display of the maps to be shown at the public hearing, prior to the public hearing.

175.10.35 Public Hearing
Includes all remaining activities relating to holding the public hearing.

175.10.40 Record of Public Hearing
Prepare record of public hearing.

175.10.99 Other Public Hearing Products
All other work, during the Public Hearing efforts, not defined or covered in other 175.10 elements.

175.15 Public Comment Responses and Correspondence
Includes the formal response to comments on the DED for the preparation of the Final Environmental Document (FED).

175.20 Project Preferred Alternative
Identify the project’s preferred alternative to be carried forward in the Project Report (PR) and Final Environmental Document (FED).

- Assemble all the data needed to make the selection of the preferred alternative.
- PDT and other meetings to select the preferred alternative.
- Prepare and submit to the NEPA/404 Agencies, a request for concurrence with the Least Environmentally Damaging Practicable Alternative (LEDPA) determination and conceptual mitigation plan.

180.10.05 Approved Final Environmental Document
Includes efforts required to prepare and obtain approval of the Final Environmental Document (FED).

180.10.05.05 Draft Final Environmental Document Review
Includes reproduction of draft FED, performance of internal district and required QA/QC reviews, and documentation of comments received.

180.10.05.10 Revised Draft Final Environmental Document
Includes modification of Final Environmental Document (FED) in response to all comments received as a result of internal district and required QA/QC reviews and consideration of the following:

180.10.05.15 Section 4(f) Evaluation
180.10.05.20 Findings
180.10.05.25 Statement of Overriding Considerations
180.10.05.30 CEQA Certification

180.10.05.40 Section 106 Consultation and MOA
All technical studies, reports, coordination, and agreements associated with completing Section 106 Consultation for projects involving multiple alignments where the preferred alternative identified until after circulation of the Draft Environmental Document. Efforts may include:

- Performing Phase II Archaeological Studies for the Preferred Alternative (including Native American Consultation, proposal preparation, field investigations, analysis, and report preparation).
- Processing of supplemental compliance documents through FHWA and/or the State Historic Preservation Officer for concurrence on resource significance, project effects, and mitigation measures.
180.10.05.45 Section 7 Consultation
If necessary perform the following:

180.10.05.50 Final Section 4(f) Statement
180.10.05.55 Floodplain Only Practicable Alternative Finding
180.10.05.60 Wetlands Only Practicable Alternative Finding
180.10.05.65 Section 404 Compliance

If necessary, obtain a permit, achieve acceptance of stipulations, or assist in constructing/coordination of some other agreement.

180.10.05.70 Mitigation Measures
Assist in determining mitigation measures, negotiating, finding and securing mitigation measures.

180.10.10 Public Distribution of FED and Respond To Comments
Includes publication/reproduction (including both paper and electronic formats), preparation of a transmittal letter, publication of the Notice of Availability, transmittal of copies of the Federal Register, and distribution of the Final Environmental Document (FED). Includes transmittal of Final Environmental Document (FED) to CTC, preparation of CTC agenda item and respond to comments on the FED.

180.10.15 Final Right of Way Relocation Impact Document
Complete and update the draft Right of Way Impact Study done during the DED phase.

180.10.99 Other FED Products
All other work, during the FED efforts, not defined or covered in other 180.10 elements.

180.15 Completed Environmental Document
Prepare the Notice of Determination (NOD) and Record of Decision (ROD) and obtain FHWA approval of the ROD.

180.15.05 Record of Decision (NEPA)
Includes efforts required to draft and obtain Federal approval of the Record of Decision (ROD)

180.15.10 Notice of Determination (CEQA)
Includes preparation of Notice of Determination (NOD,) making and sending copies to HQ, CTC action, and filing with the Office of Planning and Research.

180.15.20 Environmental Commitments Record
Includes preparing or updating of the Environmental Commitments Record (ECR) and its associated documentation (e.g., Mitigation Monitoring and Reporting Record (MMRR) or Permits, Agreements, and Mitigation (PAM)) for transmission to Design for PS&E. The ECR is used as a part of the Environmental input for the RE Pending File, Environmental Certification at the conclusion of PS&E, and the Certificate of Environmental Compliance at the conclusion of construction.

180.15.99 Other Completed Environmental Document Products
All other work, during the Completed Environmental Document efforts, not defined or covered in other elements.

DESIGN PHASE

205.05 Required Permits
This activity includes all work required in order to determine what permits may be required or may not be required and for assisting in all activities leading to securing permits.

205.10 Permits
All work involved in obtaining permits, including:

- Discussions and negotiations with the permitting agency.
- Preparation of the permit and attachments such as exhibits, maps, etc.
- Obtain funds for any required permit fee.
- Submit permit application.

Partial listing of Permits:
205.10.05 U.S. Army Corps of Engineers Permit (404)
205.10.10 U.S. Forest Service Permit(s)
205.10.20 Department of Fish and Game 1600 Agreement(s)
205.10.30 Local Agency Concurrence/Permit

Perform any coordination necessary with the local agency(ies) to obtain concurrence from the appropriate local agency(ies) when state highway construction impacts existing local facilities.

205.10.40 Waste Discharge (NPDES) Permit(s)
Includes all effort needed to obtain a National Pollutant Discharge Elimination System (NPDES) permit.

205.10.45 U.S. Fish and Wildlife Service Approval
Includes all effort needed to obtain Service approval.

205.10.50 Regional Water Quality Control Board 401 Permit
Includes all effort needed to obtain a 401 permit.

205.10.60 Updated ECR
Includes all efforts necessary to update the Environmental Commitments Record (ECR).

205.10.95 Other Permits
Includes all permits not listed above, such as flood control district or other permits.

CONSTRUCTION PHASE

235.05 Environmental Mitigation
All work involved in order to accomplish environmental mitigation as determined in the Final Environmental Document (FED) and associated regulatory permits and agreements.

235.05.05 Historical Structures Mitigation
All work to move, sell, rehabilitate, or provide landscape buffers for historic structures. Includes historic buildings and historic engineering features such as bridges, roads, trails, canals, and railroads.

- Marketing Plan
- Historic American Building Survey (HABS) recordation
- Historic American Engineering Record (HAER)
- Prepare mitigation report for FHWA, State Historic Preservation Office (SHPO), and Advisory Council on Historic Preservation (ACHP) submittal

**235.05.10 Archaeological and Cultural Mitigation**

Recover archaeological data (Phase III) and perform other research related to the site's National Register of Historic Places (NRHP) eligibility (excavation, analyses, report preparation, and distribution). This activity is only applicable when an archaeological site is eligible for the National Register of Historic Places for its research potential under Criterion “d”. This activity also includes non-excavation work related to the data recovery. Publish Phase III final report on results of excavation and research, produce a curated collection, and fulfill mitigation requirements.

- Pre-exavation burial agreement with Native Americans.
- Arrangements for Native American monitors.
- Curation agreement.
- Site mapping.
- Right of Entry, if needed.
- Site visit with consultants and Native Americans.
- All field work.
- Analyses of recovered materials.
- Repatriations of human remains and sacred objects, if recovered.
- Preparation, submittal, and review of draft report on excavations
- Publish Phase III final report.
- Transfer collection and field notes and pay fees to curation facility.
- Transmit final report to FHWA, SHPO, ACHP, tribes, and the scientific community and obtain approval letters if required.
- Establish an Environmental Sensitive Area (ESA) to protect remaining portions of site.

**235.05.15 Biological Mitigation**

Perform the design and monitoring of all biological mitigation measures as outlined in the final environmental document and included as a part of the parent project that created the impact. In the event that permit renewals or extensions result in new or changed requirements, the Environmental Commitments Record (ECR) and related documents (e.g., MMRR), RE Pending File, Environmental Certification at RTL, and similar documents must also be updated.

- Prepare Mitigation Monitoring Plan
- Design and delineation of mitigation measures into project plans.
- Preparation of special provisions
- Reviews by affected units and regulatory agencies.
- Prepare and distribute monitoring reports.
- Prepare and submit permit renewal and extension requests to resource agencies.
- Train field personnel
235.05.25 Paleontology Mitigation
All tasks related to the monitoring for or recovery of paleontological resources affected by the project related activities, contract (or task order) oversight, coordination and monitoring of field work, report review.

• Prepare, review and update, as necessary, the Paleontological Mitigation Plan (PMP).
• Train field personnel, if required.
• Prepare reports on mitigation work.
• Prepare a Paleontological Stewardship Summary.

235.05.99 Other Environmental Mitigation Products
All other work, during the Environmental Mitigation efforts, not defined or covered in other elements.

235.10 Detailed Site Investigation for Hazardous Waste
Perform a detailed Site Investigation (SI) through development of a task order using the District/Region’s on-call contract. The investigation should fully characterize the contamination, identify appropriate and feasible cleanup alternatives, and estimate cleanup costs.

235.10.05 Right or Permit for Hazardous Waste Site Investigations (SI)
Obtain right or permit to enter, or request the same from SBCTA, to access an identified property for the purpose of conducting a hazardous waste site investigation. Adequate time should be requested in the right or permit to ensure completion of the detailed SI.

235.10.10 Hazardous Waste Sites Survey
Determine which identified sites require a detailed site investigation.

235.10.15 Detailed Hazardous Waste Site Investigation SI
Develop a workplan for conducting a Detailed Site Investigation (DSI) and feasibility studies and/or conduct the detailed SI. Consultants work under the direction and control of SBCTA with coordination of the Caltrans District 8 Hazardous Waste Coordinator or other assigned staff.

235.15 Hazardous Waste Management Plan
The remedial investigation and feasibility studies of potential mitigation strategies for the site constitute the Hazardous Waste Management Plan (HWMP). A part of the HWMP is the Remedial Action Plan (RAP). This is the actual plan necessary for implementing the remediation.

• Develop RAP
• Review RAP and determine scope of HWMP
• Develop HWMP
• Approve HWMP

235.25 Hazardous Waste Clean-up
Hazardous Waste Technical Specialists provide support and/or manage remediation during construction. Prepare work plan, coordinate with resource/regulatory agencies, perform remediation and complete a cleanup report if required by a resource/regulatory agency.
235.30 Hazardous Substances Disclosure Document (HSDD)
Hazardous Waste Technical Staff prepare and approve the HSDD, including validation of site investigation findings and cleanup completed by others. If a proposed property acquisition is located outside the boundary of previous hazardous waste studies for the project, additional investigations may be needed before acquisition. If prior studies indicate that a situation exists where some action by the existing owner is required, progress of that action (including tank removal), if any, will be assessed and further recommendations made as needed before the HSDD can be approved.

- Review of R/W Certification for consistency with prior project scope.
- Field review of site.
- Verification of status of any recommended remediation (tank removal) by owner.
- Preparation and approval of the Certificate of Sufficiency for acquisition.

235.35 Long Term Mitigation Monitoring
Work involved in the monitoring of mitigation sites over an extended period to ensure compliance with objectives of the permit issued by the regulatory agency.

- Field review of site
- Develop and submit performance reports to the regulatory agency
- Perform remedial action to correct deficiencies

235.40 Updated Environmental Commitments Record
Includes all efforts necessary to update the Environmental Commitments Record (ECR) and its associated documentation (e.g., Mitigation Monitoring and Reporting Record (MMRR) or Permits, Agreements, and Mitigation (PAM)) prepared. The updated ECR must be coordinated with Design. The ECR is used as a part of the Environmental input for the RE Pending File, Environmental Certification at the conclusion of PS&E, and the Certificate of Environmental Compliance at the conclusion of construction.

255.15 Environmental Reevaluation
This activity is initiated when there are changes in any factors that might affect the validity of the project’s Environmental Document (ED) or CE Determination. Pertinent factors include, but are not limited to, changes in the project scope, identification of new issues, and changes in laws or regulations as they apply to the project. Reevaluation is required for Federal nexus projects at each project decision point and three years after completion of the ED or CE. In the event that permit renewals or extensions result in new or changed requirements, the Environmental Commitments Record, Mitigation Monitoring and Reporting Record, RE Pending File, and similar documents must also be updated.

Note: FED’s are only valid for three years; consequently this activity may be required more than once. Technical studies that may be required to assess the new impacts includes but is not limited to: biological, archaeological, visual and noise studies.

- Drafting review and approval of the reevaluation.
- Prepare and submit permit renewal and extension requests to resource agencies.

260.75 Environmental Certification at RTL
This activity includes all environmental work necessary to review the PS&E and for the
Environmental Branch Chief, or designee, to complete the Environmental Certification. 
NOTE: This Certification is based on a “snapshot” of the Environmental Commitments Record (ECR), or similar document (e.g., Mitigation Monitoring and Reporting Record), which is also used to provide Environmental’s staff input for the Resident Engineer’s File.

195.40.30 Hazardous Waste and Hazardous Materials
Monitoring state-owned properties for potential hazardous waste and hazardous materials. Includes coordinating with the Caltrans and tenants for cleanup.

295.35 Certificate of Environmental Compliance
The purpose of the certificate is to document the Department’s environmental compliance efforts for all measures specified in final environmental (or other project) documents and to inform all project stakeholders (including regulatory agencies) as to the outcome of the mitigation efforts. The information contained in this Certificate should be based on the Environmental Commitments Record (ECR), or similarly summary, initiated during PA&ED.

The ECR is also used for Environmental Certification at RTL and for input into the RE Pending File. The Certificate should contain, as a minimum, the following information summaries:

- Brief project descriptions including county, route, PM, and EA
- Impacts
- Mitigation associated with each impact
- Mitigation completed according to agreements and the agency with which that agreement was reached and the date it was completed.
- Mitigation not completed according to agreements, why it was not so accomplished, what was done instead, and when that was completed.
- Updated Environmental Commitments Records (or similar, e.g., Mitigation Monitoring and Reporting Record) to cover any on-going future commitments (copies must be provided to the impacted units (e.g., Maintenance).

295.40 Long Term Environmental Mitigation/Mitigation Monitoring After Construction Contract Acceptance
This task includes mitigation or monitoring of mitigation after Construction Contract Acceptance over an extended period to ensure compliance with resource and regulatory agency permits and agreements. The updated Environmental Commitments Records should be filed with SBCTA as evidence that SBCTA has met its obligation to fully document environmental compliance efforts for projects, both for its own projects, or if required for Caltrans or other agency project where SBCTA is providing these services.
ATTACHMENT B – “PROPOSED CONTRACT”
CONTRACT 20-1002377

BY AND BETWEEN

SBCTA

AND

_________ ______________________________

FOR

ON-CALL ENVIRONMENTAL SERVICES

This contract ( "Contract") is made and entered into by and between the San Bernardino County Transportation Authority, ("SBCTA"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and _________________ ("CONSULTANT"), whose address is: SBCTA and CONSULTANT are each a "Party" and collectively the "Parties".

RECITALS:

WHEREAS, SBCTA requires Work as described in Exhibit A of this Contract; and

WHEREAS, CONSULTANT has confirmed that CONSULTANT has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services identified herein; and

WHEREAS, CONSULTANT desires to perform all Work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1.  INTRODUCTION

1.1 The work to be performed under this Contract is described in Exhibit A, entitled “Scope of Work”, and the CONSULTANT’s Approved Cost Proposal dated (Insert Date) (Exhibit B). If there is any conflict between the Approved Cost Proposal and the Contract Articles, the Contract Articles take precedence.
1.2 CONSULTANT agrees to indemnify and hold harmless SBCTA, its officers, agents and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of the CONSULTANT. CONSULTANT will reimburse SBCTA for any expenditure, including reasonable attorney fees, incurred by SBCTA in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.

1.3 CONSULTANT and the agents and employees of CONSULTANT, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of SBCTA.

1.4 Without the written consent of SBCTA, this Contract is not assignable by CONSULTANT, either in whole or in part.

1.5 No alteration or variations of the terms of this Contract shall be valid unless made in writing and signed by the Parties hereto; and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

1.6 The consideration to be paid to CONSULTANT as provided herein shall be in compensation for all of CONSULTANT’s expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

1.7 The Project Manager for this Contract is Paula Beauchamp, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Executive Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including, without limitation, notices of default and/or termination), technical directions and approvals; issuing, executing and amending CTOs; and demanding performance and accepting work performed, and as otherwise authorized by SBCTA policies, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. PROJECT DESCRIPTION/SCOPE OF WORK

CONSULTANT agrees to perform the work and services set forth in Exhibit A “Scope of Work”, (“Work”), in accordance with all applicable professional architectural, engineering, construction management, land surveying and/or materials testing standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein. The word “Work”, as used herein, includes without limitation the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and Work imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with their satisfaction being based on prevailing applicable professional standards.

ARTICLE 3. CONSULTANT’s REPORTS OR MEETINGS

3.1 CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
3.2 CONSULTANT’s Project Manager shall meet with SBCTA, as needed, to discuss progress on the Contract.

ARTICLE 4. PERFORMANCE PERIOD

4.1 This Contract shall go into effect on (Insert Date), contingent upon approval by SBCTA’s Awarding Authority, and CONSULTANT shall commence work after written notification to proceed by SBCTA’s Procurement Analyst. The Contract shall end on September 30, 2025, unless extended by written amendment.

4.2 CONSULTANT is advised that any recommendation for contract award is not binding on SBCTA until the Contract is fully executed and approved by SBCTA’s Awarding Authority.

4.3 The period of performance for each specific project shall be in accordance with the Contract Task Order for that project. If work on a Contract Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by contract amendment.

ARTICLE 5. ALLOWABLE COSTS AND PAYMENTS

5.1 Specific projects will be assigned to CONSULTANT through issuance of Contract Task Orders.

5.2 After a project to be performed under this Contract is identified by SBCTA, SBCTA will prepare a Contract Task Order (CTO), less the cost estimate. A draft CTO will identify the Scope of Work, expected results, project deliverables, period of performance, project schedule and will designate a SBCTA’s Project Manager. The CTO will be delivered to CONSULTANT for review with a deadline for submittal. CONSULTANT shall return the CTO prior to the deadline established along with a cost estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized CTO shall be signed by both SBCTA and CONSULTANT and charges may be incurred and reimbursed.

5.3 CTO’s may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT’s Cost Proposal.

5.4 CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT’s Cost Proposal “Exhibit B”. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee.

5.5 Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group “Professional and Related” or its successor. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector and not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of October 1, 2021, and shall be applied each (October 1st) for the term of the Contract.
5.6 In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed CTO.

5.7 Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

5.8 When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SBCTA’s Project Manager before exceeding such estimate.

5.9 Progress payments for CTO will be made monthly in arrears based on Work provided and actual costs incurred.

5.10 CONSULTANT shall not commence performance of Work until this Contract has been approved by SBCTA, and a NTP has been issued by SBCTA’s Procurement Analyst. No payment will be made prior to approval or for any Work performed prior to approval of this Contract.

5.11 A CTO is of no force or effect until returned to SBCTA and signed by an authorized representative of SBCTA. No expenditures are authorized on a project and Work shall not commence until a CTO for that project has been executed by SBCTA.

5.12 CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by SBCTA of itemized invoices. Separate invoices itemizing all costs are required for all Work performed under each CTO. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing, or upon completion of the CTO. Invoices shall detail the Work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved cost proposal and shall reference this Contract number, project title and CTO number. Credits due SBCTA that include any equipment purchased under this Contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this Contract. Invoices shall be mailed to SBCTA at the following address: ap@gosbcta.com

5.13 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to this Contract for the period covered, that all information included with the invoice is true and correct and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon the making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.

5.14 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract, no later than seven (7) calendar days from the receipt of payment from SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract.
5.15 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, Subch. E, Part 31, is subject to repayment by CONSULTANT to SBCTA.

5.16 CONSULTANT reimbursement for the production of monthly billings shall be included in overhead.

5.17 The period of performance for CTOs shall be in accordance with the dates specified in each CTO. No CTO will be written which extends beyond the expiration date of this Contract.

5.18 The total amount payable by SBCTA for a CTO shall not exceed the amount agreed to in the CTO, unless authorized by a CTO amendment.

5.19 The total amount payable by SBCTA for all CTO’s resulting from this Contract shall not exceed $ ______________. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Contract through CTO’s.

5.20 All subcontracts in excess of $25,000 shall contain the above provisions.

ARTICLE 6. TERMINATION

6.1 Termination for Convenience – SBCTA’s Executive Director shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA’s instructions.

6.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.

6.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.

6.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

6.2 Termination for Cause

6.2.1 In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its
insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws: (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the products and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.

6.2.2 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.

6.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

6.3.1 All subcontracts in excess of $25,000 shall contain the above provisions.

ARTICLE 7. FUNDING REQUIREMENTS

7.1 It is mutually understood between the Parties that this Contract may have been written before ascertaining the availability of funds or appropriation of funds for the mutual benefit of both Parties, in order to avoid program or fiscal delays that would occur if the Contract were executed after that determination was made.

7.2 This Contract is valid and enforceable only if sufficient funds are made available to SBCTA for the purpose of this Contract. In addition, this Contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or SBCTA governing board that may affect the provisions, terms, or funding of this Contract in any manner.

7.3 It is mutually agreed that if sufficient funds are not appropriated, this Contract may be amended to reflect any reduction in funds.

7.4 SBCTA has the option to void the Contract under the 30-day cancellation clause, or by mutual agreement to amend the Contract to reflect any reduction of funds.

ARTICLE 8. CHANGE IN TERMS

8.1 This Contract may be amended or modified only by mutual written agreement of the Parties.

8.2 CONSULTANT shall only commence Work covered by an amendment after the amendment
is executed and the NTP has been provided by SBCTA’s Procurement Analyst.

8.3 There shall be no change in CONSULTANT’s Project Manager or members of the project team, as listed in the approved cost proposal, which is part of this Contract without prior written approval of SBCTA.

ARTICLE 9. DISADVANTAGED BUSINESS ENTERPRISE

Intentionally Omitted

ARTICLE 10. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

10.1 CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq. shall be used to determine the cost allowability of individual items.

10.2 CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

10.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to SBCTA.

10.4 All subcontracts in excess of $25,000 shall contain the above provision.

ARTICLE 11. CONTINGENT FEE

CONSULTANT warrants by execution of this Contract that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SBCTA has the right to annul this Contract without liability; pay only for the value of the Work actually performed, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 12. RETENTION OF RECORDS/AUDIT

Intentionally Omitted

ARTICLE 13. DISPUTES

13.1 Any dispute, other than audit, concerning a question of fact arising under this Contract that is not disposed of by agreement shall be decided by a committee consisting of SBCTA’s Procurement Manager and SBCTA’s Executive Director, who may consider written or verbal information submitted by CONSULTANT.

13.2 Not later than 30 days after completion of all Work under the Contract, CONSULTANT may request review by SBCTA’s Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

13.3 Neither the pendency of a dispute nor its consideration by SBCTA’s Executive Director,
will excuse CONSULTANT from full and timely performance in accordance with the terms of this Contract.

ARTICLE 14. AUDIT REVIEW PROCEDURES

14.1 Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by agreement shall be reviewed by SBCTA’s Chief Financial Officer.

14.2 Not later than 30 days after issuance of final audit report, CONSULTANT may request a review by SBCTA’s Chief Financial Officer of unresolved audit issues. The request for review must be submitted in writing.

14.3 Neither the pendency of a dispute nor its consideration by SBCTA will excuse CONSULTANT from full and timely performance in accordance with the terms of this Contract.

ARTICLE 15. SUBCONTRACTING

15.1 Nothing contained in this Contract or otherwise shall create any contractual relation between SBCTA and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be fully responsible to SBCTA for the acts and omissions of its subconsultant(s) and of persons directly employed by CONSULTANT. CONSULTANT’s obligation to pay its subconsultant(s) is independent of SBCTA’s obligation to make payments to the CONSULTANT.

15.2 CONSULTANT shall perform the Work contemplated with resources available within its own organization, and no portion of the Work pertinent to this Contract shall be subcontracted without prior written authorization by SBCTA, except that which is expressly identified in the approved Cost Proposal.

15.3 CONSULTANT shall pay its subconsultant(s) within ten (10) calendar days from receipt of each payment made to CONSULTANT by SBCTA.

15.4 Any subcontract in excess of $25,000 entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

15.5 Any substitution of subconsultants must be approved in writing by SBCTA prior to the start of Work by the subconsultant.

ARTICLE 16. EQUIPMENT PURCHASE

16.1 Prior authorization in writing by SBCTA shall be required before CONSULTANT enters into any unbudgeted purchase order or subcontract exceeding $5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

16.2 When seeking SBCTA’s prior written authorization for purchase of any item, service or consulting work not covered in CONSULTANT’s Cost Proposal and exceeding $5,000, CONSULTANT must submit three competitive quotations with the request, or the absence of bidding must be adequately justified.
16.3. Any equipment purchased as a result of this Contract is subject to the following: “CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, SBCTA shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, CONSULTANT may either keep the equipment and credit SBCTA in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established SBCTA procedures, and credit SBCTA in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SBCTA and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SBCTA.”

16.4 All subcontracts in excess $25,000 shall contain the above provisions.

ARTICLE 17. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit SBCTA and the State, to review and inspect the project activities and files at all reasonable times during the performance period of this Contract including review and inspection on a daily basis.

ARTICLE 18. SAFETY

18.1 CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by SBCTA or other SBCTA representative. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

18.2 Pursuant to the authority contained in Section 591 of the Vehicle Code, SBCTA has determined that such areas are within the limits of the Project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

18.3 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

ARTICLE 19. INSURANCE

19.1 Prior to commencing the Work, subject to the provisions of Article 19.2 “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT’s and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:
19.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than $3,000,000 per claim
- An annual aggregate limit of not less than $9,000,000
- Coverage shall be appropriate for the CONSULTANT’S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT’S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
  - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
  - CONSULTANT shall secure and maintain “tail” coverage for a minimum of three (3) years after Contract completion.

19.1.2 Worker’s Compensation/Employer’s Liability. The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer’s Liability
- Bodily Injury by accident - $1,000,000 per accident
- Bodily Injury by disease - $1,000,000 policy limit/$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers’ compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

19.1.3 Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability(CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than $7,000,000 each occurrence. If the contract value is equal to or in excess of $25,000,000, then the combined limit of liability shall be no less than $25,000,000 each occurrence.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability
including coverage to the maximum extent possible for the indemnifications in this Contract, premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.

- $2,000,000 per occurrence limit for property damage or bodily injury
- $1,000,000 per occurrence limit for personal injury and advertising injury
- $2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA’s Risk Manager determines it is in SBCTA’s best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).

- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: $1,000,000
- General aggregate limit: $2,000,000
- Personal injury and advertising limit $1,000,000
- Products-completed operations aggregate limit $2,000,000

All subconsultants’ and sub-subconsultants’ deductibles or self-insured retentions must be acceptable to SBCTA’s Risk Manager.

19.1.4 Umbrella/Excess CGL. The policy must include the following:

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
  - The umbrella or excess policy shall follow form over the CONSULTANT’s primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
  - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
  - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
  - The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.
There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

19.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than $1,000,000 each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
  - Combined Bodily Injury and Property Damage Liability insurance
    The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

19.1.6 Pollution Liability – Intentionally Omitted

19.1.7 Railroad Protective Liability The policy must include the following:

- Should the CONSULTANT need to perform activities in a railroad right-of-way, SBCTA’s Risk Manager and/or a railroad operator may require CONSULTANT to provide Railroad Protective Liability.
- In such a case, the policy shall be in amounts and coverages and from issuers, acceptable to the Railroad of Record from which a “Right of Entry” permit shall be obtained by the CONSULTANT.
- Depending on facts and circumstances, and the terms and conditions of the policy involved, SBCTA’s Risk Manager may choose to find that the CONSULTANT satisfactorily meets this requirement by obtaining one of the following: a) an acceptable Railroad Protective Liability specific policy; b) a waiver of any railroad liability exclusion from the CONSULTANT’s existing general liability policy; or c) acceptable general liability insurance without a railroad exclusion.

19.2 General Provisions

19.2.1 Qualifications of Insurance Carriers. All policies written by insurance carriers shall be authorized and admitted to do business in the state of California with a current A.M. Best rating of A-VIII or better. Professional Liability and Contractor’s Pollution Liability policies may be from non-admitted carriers provided they are authorized and licensed in the state of California and meet the current A.M. Best rating of A: VIII or better.

19.2.2 Additional Insurance Coverage. All policies, except those for Workers’ Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for
such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.

19.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA’s Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager’s name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

19.2.4 Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-consultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. All deductibles will be in amounts acceptable to SBCTA’s Risk Manager. CONSULTANT will advise SBCTA in writing as to the amounts of any deductible, or as to any increase in any insurance deductible under any insurance required above. There will be no deductibles in excess of $250,000 per occurrence, loss or claim under the insurance. There shall be no self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due CONSULTANT. The policies shall not provide that any deductible, or other payment required under the policy can be paid only by the named insured, and not by an additional insured.

19.2.5 CONSULTANT’s and Subconsultants’ Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant with the exception of Professional Liability and Worker’s Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT’s or subconsultants’ pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

19.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-
subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.

19.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at procurement@gosbcta.com to the attention of SBCTA’s Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

19.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT’s compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

19.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

19.2.10 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant’s contract and the level of liability exposure for the specific type of work performed by the subconsultant.
CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

19.2.11 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

19.2.12 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**ARTICLE 20. INDEMNITY**

20.1 To the extent, but only to the extent, that CONSULTANT’s Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable:

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA and its officers, employees, agents and volunteers from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the design professional to the maximum extent permitted by Civil Code Section 2782.8.

20.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, and its officers, employees, agents and volunteers ("Indemnitees") from any and all claims, actions, losses, damages and/or liability (Claims) arising out of or related to any act or omission of CONSULTANT or any of its officers, employees, agents, subconsultants or volunteers, and for any costs or expenses incurred by SBCTA on account of any such Claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONSULTANT’s indemnification obligation applies to SBCTA’s “active” as well as “passive” negligence, but does not apply to SBCTA’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

**ARTICLE 21. OWNERSHIP OF DATA**

21.1 Upon completion of all Work under this Contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Contract will automatically be vested in SBCTA, and no further agreement will be necessary to transfer ownership to SBCTA. CONSULTANT shall furnish SBCTA all necessary copies as needed to complete the review and approval process.

21.2 It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this Contract has been entered into.

21.3 CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with the modification or misuse by SBCTA of the machine-readable information and date provided by CONSULTANT under this Contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with any use by SBCTA of the project documentation for other projects or additions to this project, or for the completion of
this project by others, except only such use as may be authorized in writing by CONSULTANT.

21.4 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, subpart 27.3).

21.5 SBCTA may permit copyrighting reports or other agreement products. If copyrights are permitted, the Contract shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

21.6 Any subcontract in excess of $25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 22. CLAIMS FILED BY SBCTA’s CONSTRUCTION CONTRACTOR

22.1 If claims are filed by SBCTA’s construction contractor relating to Work performed by CONSULTANT’s personnel, and additional information or assistance from CONSULTANT’s personnel is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel available for consultation with SBCTA and legal staff, and for testimony, if necessary, at depositions, administrative proceedings, trial or arbitration proceedings.

22.2 CONSULTANT’s personnel that SBCTA considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from SBCTA. Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for the CONSULTANT’s personnel services under this Contract.

22.3 Services of the CONSULTANT’s personnel in connection with SBCTA’s construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Contract in order to resolve the construction claims.

22.4 Any subcontract in excess of $25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 23. CONFIDENTIALITY OF DATA

23.1 All financial, statistical, personal, technical, or other data and information relative to SBCTA’s operations which are designated confidential by SBCTA and made available to CONSULTANT in order to carry out this Contract, shall be protected by CONSULTANT from unauthorized use and disclosure. CONSULTANT agrees to inform itself and make its employees, agents, and subconsultants aware of the requirements of SBCTA’s privacy and confidentiality policies and to abide by the same. CONSULTANT further agrees to require all employees, agents, and subconsultants to sign an SBCTA Confidentiality Agreement as directed by SBCTA personnel.

23.2 Neither permission to disclose information on one occasion, nor public hearing held by SBCTA relating to the Contract shall authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
23.3 CONSULTANT shall not comment publicly to the press or any other media, including social media, regarding the Contract or SBCTA’s actions on the same, except to SBCTA’s staff, CONSULTANT’s own personnel involved in the performance of this Contract, at public hearings, or in response to questions from a SBCTA Board Committee or other public meeting approved by SBCTA.

23.4 CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding Work performed or to be performed under this Contract without first obtaining SBCTA’s review and written permission.

23.5 Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access and materials prepared by CONSULTANT under the terms of this Contract shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA’s legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine, and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.

23.6 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

ARTICLE 24. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT’s failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE 25. EVALUATION OF CONSULTANT

CONSULTANT’s performance may be evaluated by SBCTA. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation and any comments submitted shall be retained as part of the Contract file. This information may be used when evaluating the firm on future proposal submittals.

ARTICLE 26. RETENTION OF FUNDS

26.1 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

26.2 No retainage will be withheld by SBCTA from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by CONSULTANT from progress payments due subconsultants. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant.
performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANTS and subconsultants.

ARTICLE 27. RESPONSIBILITY OF CONSULTANT

27.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and regulations, and other Work furnished by the CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for design or other standards for Work performance stipulated in the Contract.

27.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT’s expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties, which could pose potential risk to SBCTA or the Project. CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA as to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which enables SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

27.3 When a modification to a construction contract is required because of an error or deficiency in the design Work provided under this Contract, CONSULTANT shall be responsible for any and all additional costs associated with the construction contract or the construction of the Project.

27.4 SBCTA shall advise CONSULTANT of their responsibility and collect the amount due, including but not limited to, withholding of payments, if the recoverable cost will exceed the administrative cost involved or is otherwise in SBCTA’s best interest. SBCTA shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.

27.5 CONSULTANT shall document the results of the Work to the satisfaction of SBCTA, and if applicable, Caltrans and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of SBCTA’s objectives.

27.6 As applicable, the responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, certify as-built drawings, and where appropriate, indicate his/her California registration or license number.
ARTICLE 28. TECHNICAL DIRECTION

28.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA’s Project Manager, who will be identified in writing to CONSULTANT upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:

28.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.

28.1.2 Provision of written information to CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.

28.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SBCTA under the Contract.

28.1.4 SBCTA may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and project personnel and subconsultants; modifications to hourly rates, classifications, and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.

28.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA’s Project Manager does not have the authority to, and may not, issue any Technical Direction which:

28.2.1 Increases or decreases the Scope of Work;

28.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;

28.2.3 In any manner causes an increase or decrease in the Contract price as identified in this Contract, or the time required for Contract performance unless expressly authorized by SBCTA policy;

28.2.4 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;

28.2.5 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or

28.2.6 Approves any demand or claim for additional payment.

28.3 Failure of CONSULTANT and SBCTA’s Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken, shall be subject to the provisions of the “DISPUTES” Article herein.
28.4 All Technical Direction shall be issued in writing by SBCTA’s Project Manager.

28.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA’s Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA’s Project Manager falls within one of the categories defined in 27.2.1 through 27.2.6, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:

28.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.

28.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 29. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects or reallocating any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rate) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SBCTA. CONSULTANT shall not substitute any key personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of key personnel, SBCTA may terminate the Contract. Key Personnel are:

<table>
<thead>
<tr>
<th>Name</th>
<th>Job Classification/Function</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ARTICLE 30. REPRESENTATIONS

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SBCTA that the same shall conform to professional and engineering and environmental principles and standards that are generally accepted in the profession in the State of California.

ARTICLE 31. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT shall pay when due, and the compensation set forth herein shall be inclusive of, all: a) local, municipal, State, and
federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONSULTANT; and d) other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

ARTICLE 32. PERMITS AND LICENSES

CONSULTANT shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) and required registrations necessary for CONSULTANT to perform Work identified herein.

ARTICLE 33. STATEMENT OF COMPLIANCE

33.1 CONSULTANT’s signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and 2 California Code of Regulations Section 8103.

33.2 During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation or military or veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code§12900 et seq.) and the applicable regulations promulgated there under (2 California Code of Regulations §§ 7286.0 et seq.). CONSULTANT and subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.33.3 The contractor and all subcontractors shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, the contractor and all subcontractors will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA’s current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 34. STATE PREVAILING WAGE RATES

34.1 CONSULTANT shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.

34.2 Any subcontract entered into as a result of this Contract if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

34.3 When prevailing wages apply to services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of
Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

ARTICLE 35. CONFLICT OF INTEREST

35.1 CONSULTANT shall disclose any financial, business, or other relationship with SBCTA that may have an impact upon the outcome of this Contract, or any ensuing SBCTA construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing SBCTA construction project, which will follow.

35.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Contract. CONSULTANT agrees that it presently has no interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Project. CONSULTANT further agrees that in the performance of this Contract no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT’s staff designated by SBCTA’s Executive Director as “Consultants” under the Political Reform Act shall timely file Statements of Economic Interest with the SBCTA Clerk of the Board.

35.3 Any subcontract in excess of $25,000 entered into as a result of this Contract shall contain all of the provisions of this Article.

ARTICLE 36. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SBCTA employee. For breach or violation of this warranty, SBCTA shall have the right in its discretion; to terminate the Contract without liability; to pay only for the value of the Work actually performed; or to deduct from the Contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE 37. NOTIFICATION

All notices hereunder and communications regarding the interpretation of the terms of this Contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

<table>
<thead>
<tr>
<th>To CONSULTANT</th>
<th>To SBCTA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1170 W. 3rd Street, 2nd Floor</td>
</tr>
<tr>
<td></td>
<td>San Bernardino, CA 92410-1715</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Attn:</th>
<th>Attn: Paula Beauchamp</th>
</tr>
</thead>
<tbody>
<tr>
<td>cc:</td>
<td>Procurement Manager</td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone: (909) 884-8276</td>
</tr>
</tbody>
</table>

ARTICLE 38. STOP WORK ORDER
Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of
this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such
failure is remedied or to terminate this Contract in accordance with “TERMINATION” provision
herein.

ARTICLE 39. CLAIMS

SBCTA shall not be bound to any adjustments in the Contract amount or schedule unless expressly
agreed to by SBCTA in writing. SBCTA shall not be liable to CONSULTANT for any claim
asserted by CONSULTANT after final payment has been made under this Contract.

ARTICLE 40. ERRORS AND OMISSIONS

CONSULTANT shall be responsible for the professional quality, technical accuracy, and
coordination of all Work required under this Contract. CONSULTANT shall be liable for SBCTA
costs resulting from errors or deficiencies in Work furnished under this Contract, including but not
limited to any fines, penalties, damages, and costs associated with a modification to a construction
contract required because of an error or deficiency in the Work provided by CONSULTANT under
this Contract.

ARTICLE 41. WARRANTY

CONSULTANT warrants that all Work performed shall be in accordance with the Contract, and all
applicable professional standards. In the event of a breach of this provision, CONSULTANT shall
take the necessary actions to correct the breach at CONSULTANT’s sole expense. If
CONSULTANT does not take the necessary action to correct the breach, SBCTA, without waiving
any other rights or remedies it may have, may take the necessary steps to correct the breach, and
CONSULTANT shall promptly reimburse SBCTA for all expenses and costs incurred.

ARTICLE 42. INDEPENDENT CONTRACTOR

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Work
provided by CONSULTANT shall be done and performed by CONSULTANT under the sole
supervision, direction and control of CONSULTANT. SBCTA shall rely on CONSULTANT for
results only, and shall have no right at any time to direct or supervise CONSULTANT or
CONSULTANT's employees in the performance of Work or as to the manner, means and methods
by which Work is performed. All personnel furnished by CONSULTANT under this Contract, and
all representatives of CONSULTANT, shall be and remain the employees or agents of
CONSULTANT or of CONSULTANT's subconsultant(s) at all times, and shall not at any time or
for any purpose whatsoever be considered employees or agents of SBCTA.

ARTICLE 43. ATTORNEY’S FEES

If any legal action is instituted to enforce or declare any Party’s rights under the Contract, each
Party, including the prevailing Party, must bear its own costs and attorneys’ fees. This Article shall
not apply to those costs and attorneys’ fees directly arising from any third party legal action against
a Party hereto and payable under the “Indemnity” provision of the Contract.

ARTICLE 44. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties
acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part 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, San Bernardino County. Each Party hereby waives any law or rule of 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 Superior Court of California, San Bernardino County.

ARTICLE 45. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 46. PRECEDENCE

46.1 The Contract consists of the Contract Articles, Exhibit A “Scope of Work”, and Exhibit B “Approved Cost Proposal”, SBCTA’s Request For Proposal and CONSULTANT’s proposal, all of which are incorporated into this Contract by this reference.

46.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA’s Request For Proposal; and last, CONSULTANT’s Proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.

46.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA’s resolution of the conflict.

ARTICLE 47. GRATUITIES

CONSULTANT, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SBCTA, any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 48. REVIEW AND ACCEPTANCE

All Work performed by CONSULTANT shall be subject to periodic review and approval by SBCTA at any and all places where such performance may be carried on. Failure of SBCTA to make such review or to discover defective work shall not prejudice the rights of SBCTA at the time of final acceptance. All Work performed by CONSULTANT shall be subject to periodic and final review and acceptance by SBCTA upon completion of all Work.

ARTICLE 49. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq.

ARTICLE 50. FORCE MAJEURE

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is temporarily interrupted or discontinued for any of the following reasons: riots,
wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. “Other catastrophic events” does not include the financial inability of CONSULTANT to perform or failure of CONSULTANT to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONSULTANT.

ARTICLE 51. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CONSULTANT shall comply with all applicable provisions of the Americans With Disabilities Act in performing Work under this Contract.

ARTICLE 52. ENTIRE DOCUMENT

52.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior or contemporaneous understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.

52.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.

52.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 53. CONTRACT

This Contract constitutes the entire agreement which is made and concluded in duplicate between the two Parties. Each Party, for and in consideration of the payments to be made, conditions mentioned, and work to be performed, agrees to diligently perform in accordance with the terms and conditions of this Contract as evidenced by the signatures below.

ARTICLE 54. EFFECTIVE DATE

The date that this Contract is executed by SBCTA shall be the Effective Date of the Contract.

-------------------------SIGNATURES ARE ON THE FOLLOWING PAGE-------------------------
IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year written below.

CONSULTANT

By: ____________________________
   Name
   Title
   Date: ____________________________

SBCTA

By: ____________________________
   Name
   President, Board of Directors
   Date: ____________________________

APPROVED AS TO FORM

By: ____________________________
   Julianna Tillquist
   General Counsel
   Date: ____________________________

CONCURRENCE

By: ____________________________
   Jeffery Hill
   Procurement Manager
   Date: ____________________________
EXHIBIT A- "SCOPE OF WORK" – ADDED TO FINAL CONTRACT
EXHIBIT B—“APPROVED COST PROPOSAL” – ADDED TO FINAL CONTRACT
ATTACHMENT “C”
RFP FORMS
CERTIFICATION OF CONSULTANT, COMMISSION & FEES

FORM 333

To be submitted with top ranked firms price proposal-

I HEREBY CERTIFY, that I am the _____, and duly authorized representative of the firm of _____, whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor

(c) paid, or agreed to pay, any firm, organization or person (other than a bona fide employee working solely for me of the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to SBCTA in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

________________________________________  ______________________________
Date                                               Signature

________________________________________
Print Name

Distribution: 1) Contract Audit File
              2) Caltrans Local Assistance, if applicable
CERTIFICATE OF COMPLIANCE WITH INSURANCE REQUIREMENTS

(FORM MUST BE COMPLETED IN ITS ENTIRETY AND BE INCLUDED WITH PROPOSAL OR BID SUBMITTAL)

INSURANCE REQUIREMENTS: (check appropriate boxes below)

☐ Contractor/Consultant has provided a copy of the insurance requirements contained in the San Bernardino County Transportation Authority (SBCTA) Contract to their agent or broker to confirm the ability to meet requirements.

AND

☐ Contractor/Consultant certifies that the company or individual is fully prepared to secure the necessary insurance coverage and limits as detailed in the SBCTA Contract and comply with all insurance requirements.

OR

☐ Consultant has identified areas of conflict with the insurance requirements and has provided a list of concerns in its response to the RFP and has referenced each section and page number identified in the SBCTA Contract. (Not a confirmation SBCTA will be waived or excluded any insurance requirements)

Company Information:

______________________________
Company/Individuals Name

______________________________
Address

______________________________
City

______________________________
State

______________________________
Zip Code

______________________________
Principal Name

______________________________
Title

______________________________
Principal Signature

______________________________
Date

______________________________
Phone

______________________________
Email Address

Broker Information:

______________________________
Broker Name

______________________________
Address

______________________________
City

______________________________
State

______________________________
Zip Code
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
DISCLOSURE OF CAMPAIGN CONTRIBUTIONS TO BOARD OF DIRECTORS

Government Code Section 84308, 2 California Code of Regulations 18438.1, et seq.

No Member of the Board of Directors or alternates of the San Bernardino County Transportation Authority shall receive or solicit a campaign contribution of more than $250 from Bidder or Bidder’s agent during the time of: 1) Bid solicitation; 2) Consideration of Bids received; and 3) Awarding of a contract or execution of a purchase and sale agreement based on a Bid (collectively referred to as the “Proceeding”), and for 3 months following the conclusion of the Proceeding. This prohibition does not apply to the awarding of contracts that are competitively bid. In addition, Directors and alternates cannot participate in any such matters if they have received more than $250 in campaign contributions within the last year from anyone financially interested in the Proceeding, such as Bidder and/or Bidder’s agent.

Pursuant to these requirements, Bidder shall disclose any campaign contribution in an amount of more than $250 made by Bidder, and/or Bidder’s agent, to any Director within 12 months from the date of these Bid Documents/Request for Proposals (as applicable). For the purpose of this disclosure obligation, contributions made by Bidder within the preceding 12 months shall be aggregated with those made by Bidder’s agent within the preceding 12 months or the period of the agency relationship between the Bidder and Bidder’s agent, whichever is shorter. In addition, Bidder and/or Bidder’s agent shall not make a contribution of more than $250 to a Director or alternate during the Proceeding and for 3 months following the conclusion of the Proceeding.

The disclosure by Bidder, as set forth, herein, shall be incorporated into the written record of the Proceeding and shall be made available to the public for inspection and copying.

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to any SBCTA Director or alternate in the 12 months preceding the date of issuance of this Request for Bids/Requests for Proposals?

   _____ YES _____ NO

   Board Member Name: ___________________________ Date: ________________

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than $250 to any Board member or alternate?

   _____ YES _____ NO

   Board Member Name: ___________________________ Date: ________________

Answering yes to either of the two questions above does not preclude SBCTA from awarding a bid to your firm. It does, however, preclude the identified Board member or alternate from participating in the Bid/contract award process for this Bid/contract.

A current list of the Board of Directors and alternates of the San Bernardino County Transportation Authority is attached as Attachment A.
**BIDDER INFORMATION:**

<table>
<thead>
<tr>
<th>Company Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
</tr>
<tr>
<td>City</td>
</tr>
<tr>
<td>Bidder Name</td>
</tr>
<tr>
<td>Bidder Signature</td>
</tr>
<tr>
<td>Phone</td>
</tr>
<tr>
<td>Agency</td>
</tr>
<tr>
<td>-------------------------------</td>
</tr>
<tr>
<td>City of Adelanto</td>
</tr>
<tr>
<td>City of Barstow</td>
</tr>
<tr>
<td>City of Big Bear Lake</td>
</tr>
<tr>
<td>City of Chino</td>
</tr>
<tr>
<td>City of Chino Hills</td>
</tr>
<tr>
<td>City of Colton</td>
</tr>
<tr>
<td>City of Fontana</td>
</tr>
<tr>
<td>City of Grand Terrace</td>
</tr>
<tr>
<td>City of Hesperia</td>
</tr>
<tr>
<td>City of Highland</td>
</tr>
<tr>
<td>City of Loma Linda</td>
</tr>
<tr>
<td>City of Montclair</td>
</tr>
<tr>
<td>City of Needles</td>
</tr>
<tr>
<td>City of Ontario</td>
</tr>
<tr>
<td>City of Rancho Cucamonga</td>
</tr>
<tr>
<td>City of Redlands</td>
</tr>
<tr>
<td>City of Rialto</td>
</tr>
<tr>
<td>City of San Bernardino</td>
</tr>
<tr>
<td>City of Twentynine Palms</td>
</tr>
<tr>
<td>City of Upland</td>
</tr>
<tr>
<td>City of Victorville</td>
</tr>
<tr>
<td>City of Yucaipa</td>
</tr>
<tr>
<td>County of San Bernardino 1st District</td>
</tr>
<tr>
<td>County of San Bernardino 2nd District</td>
</tr>
<tr>
<td>County of San Bernardino 3rd District</td>
</tr>
<tr>
<td>County of San Bernardino 4th District</td>
</tr>
<tr>
<td>County of San Bernardino 5th District</td>
</tr>
<tr>
<td>Town of Apple Valley</td>
</tr>
<tr>
<td>Town of Yucca Valley</td>
</tr>
</tbody>
</table>
INSTRUCTIONS- EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS
(DBE AND NON-DBE) PART I AND PART II

ALL PROPOSERS:

The U.S. Department of Transportation (DOT) requires SBCTA to maintain a “Bidders List” containing information about all firms (DBE and non-DBE) that bid, proposal or quote on SBCTA’s DOT-assisted contracts, in accordance with 49 CFR Part 26.11, for use in SBCTA’s overall annual DBE goal-setting process. Therefore, the Proposer shall provide the requested information for every firm who submitted a quote, bid, or proposal, including the primary Proposer whether successful or unsuccessful in their attempt to obtain a contract:

a. Firm name;
b. Firm address;
c. Phone number
d. A description of the work that each DBE will perform;
e. Range of annual gross receipts for the last year;

PART I - Identifies all subcontractors (DBE and Non-DBE) that provided a quote, bid, or proposal.

PART II - Identifies all subcontractors (DBE and Non-DBE) that provided a quote, bid, or proposal but were not selected to participate as a subcontractor on the project.

It is the Proposers responsibility to verify that the DBE(s) are certified with the CUCP.
EXHIBIT 12-B  BIDDER’S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

<table>
<thead>
<tr>
<th>Firm Name/ Address/ City, State, ZIP</th>
<th>Phone/Fax</th>
<th>Annual Gross Receipts</th>
<th>Description of Portion of Work to be Performed</th>
<th>Local Agency Use Only (Certified DBE?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Phone</td>
<td>&lt; $1 million</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Fax</td>
<td>&lt; $5 million</td>
<td></td>
<td>NO</td>
</tr>
<tr>
<td>Address</td>
<td>Phone</td>
<td>&lt; $10 million</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax</td>
<td>&lt; $15 million</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City State ZIP</td>
<td>Phone</td>
<td>&gt; $15 million</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax</td>
<td>Age of Firm (Yrs.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Phone</td>
<td>&lt; $1 million</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Fax</td>
<td>&lt; $5 million</td>
<td></td>
<td>NO</td>
</tr>
<tr>
<td>Address</td>
<td>Phone</td>
<td>&lt; $10 million</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax</td>
<td>&lt; $15 million</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City State ZIP</td>
<td>Phone</td>
<td>&gt; $15 million</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax</td>
<td>Age of Firm (Yrs.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Phone</td>
<td>&lt; $1 million</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Fax</td>
<td>&lt; $5 million</td>
<td></td>
<td>NO</td>
</tr>
<tr>
<td>Address</td>
<td>Phone</td>
<td>&lt; $10 million</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax</td>
<td>&lt; $15 million</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City State ZIP</td>
<td>Phone</td>
<td>&gt; $15 million</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax</td>
<td>Age of Firm (Yrs.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Phone</td>
<td>&lt; $1 million</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Fax</td>
<td>&lt; $5 million</td>
<td></td>
<td>NO</td>
</tr>
<tr>
<td>Address</td>
<td>Phone</td>
<td>&lt; $10 million</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax</td>
<td>&lt; $15 million</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City State ZIP</td>
<td>Phone</td>
<td>&gt; $15 million</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax</td>
<td>Age of Firm (Yrs.)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**EXHIBIT 12-B  BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)**

**PART II**

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

<table>
<thead>
<tr>
<th>Firm Name/Address/ City, State, ZIP</th>
<th>Phone</th>
<th>Fax</th>
<th>Annual Gross Receipts</th>
<th>Description of Portion of Work to be Performed</th>
<th>Local Agency Use Only (Certified DBE?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Phone</td>
<td>Fax</td>
<td>&lt; $1 million</td>
<td></td>
<td>□ YES</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&lt; $5 million</td>
<td></td>
<td>□ NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&lt; $10 million</td>
<td></td>
<td>□ YES if DBE *</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&lt; $15 million</td>
<td></td>
<td>□ NO</td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>□ YES if DBE *</td>
</tr>
<tr>
<td>City State ZIP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>□ NO</td>
</tr>
<tr>
<td>Name</td>
<td>Phone</td>
<td></td>
<td>&lt; $1 million</td>
<td></td>
<td>□ YES if DBE *</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&lt; $5 million</td>
<td></td>
<td>□ NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&lt; $10 million</td>
<td></td>
<td>□ YES if DBE *</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&lt; $15 million</td>
<td></td>
<td>□ NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&gt; $15 million</td>
<td></td>
<td>□ YES if DBE *</td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>□ NO</td>
</tr>
<tr>
<td>City State ZIP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>□ YES if DBE *</td>
</tr>
<tr>
<td>Name</td>
<td>Phone</td>
<td></td>
<td>&lt; $1 million</td>
<td></td>
<td>□ YES if DBE *</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&lt; $5 million</td>
<td></td>
<td>□ NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&lt; $10 million</td>
<td></td>
<td>□ YES if DBE *</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&lt; $15 million</td>
<td></td>
<td>□ NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&gt; $15 million</td>
<td></td>
<td>□ YES if DBE *</td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>□ NO</td>
</tr>
<tr>
<td>City State ZIP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>□ YES if DBE *</td>
</tr>
<tr>
<td>Name</td>
<td>Phone</td>
<td></td>
<td>&lt; $1 million</td>
<td></td>
<td>□ YES if DBE *</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&lt; $5 million</td>
<td></td>
<td>□ NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&lt; $10 million</td>
<td></td>
<td>□ YES if DBE *</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&lt; $15 million</td>
<td></td>
<td>□ NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&gt; $15 million</td>
<td></td>
<td>□ YES if DBE *</td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>□ NO</td>
</tr>
<tr>
<td>City State ZIP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>□ YES if DBE *</td>
</tr>
</tbody>
</table>

*Age of Firm (Yrs.)*
ATTACHMENT D
REFERENCE FORM
Date:

Name of Reference and Title
Address, City, State, Zip Code
Telephone No., Email Address

SUBJECT: Request for Proposal RFP<Number>

Dear ________________.

San Bernardino County Transportation Authority (SBCTA) has released Request for Proposal (RFP) RFP XX-100XXXX for <RFP Title> to perform (Project Title).

Our firm is currently responding to the RFP and SBCTA has requested that Proposers provide references from customers and clients who have received similar work or services from me or our firm.

Your firm has identified as a reference and respectfully request if you can take a minute to complete and sign the attached questionnaire and submit it to SBCTA directly at procurement@gosbcta.com. Please note, SBCTA will not accept or give consideration to questionnaires submitted by proposers.

The questionnaire is due no later than (proposer select the due date) however, if you can possibly submit the questionnaire sooner it would be greatly appreciated.

The information as described in the questionnaire is very important and helpful in assisting our firm with SBCTA’s selection process and sincerely appreciates your cooperation in this matter.

Sincerely,

________________________
Reference Name
Title
RFP 20-1002377\CONSULTANT REFERENCE CHECK

PROPOSING FIRM
NAME__________________________________

TO BE COMPLETED BY REFERENCED FIRM:

<table>
<thead>
<tr>
<th>Project Owner/Agency Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Name</th>
<th>Contact Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**What role did the firm/key person serve on the project?**

<table>
<thead>
<tr>
<th>What services did the firm/key person provide for the project?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Question</th>
<th>Rating</th>
<th>Rating Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. How do you rate the firm's/key personnel's overall performance and</td>
<td></td>
<td>Took initiative, consistently demonstrated knowledge of the management consulting</td>
</tr>
<tr>
<td>technical competence in providing similar work?</td>
<td></td>
<td>services on the “Project”, consistently anticipated and solved issues.</td>
</tr>
<tr>
<td><strong>If the rating is Poor, please provide an explanation here:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Excellent (3)</strong></td>
<td></td>
<td>Consistently provided thorough and practical advice, anticipated issues we did not</td>
</tr>
<tr>
<td><strong>Good (2)</strong></td>
<td></td>
<td>point out.</td>
</tr>
<tr>
<td><strong>Satisfactory (1)</strong></td>
<td></td>
<td>Usually provided helpful information and advice.</td>
</tr>
<tr>
<td><strong>Poor (0)</strong></td>
<td></td>
<td>Repeatedly had to be redirected and prompted to provide an adequate response.</td>
</tr>
<tr>
<td>2. What was the quality of the advice provided by the firm/key person?</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>If the rating is Poor, please provide an explanation here:</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

RFP20-1002377 A&E Services Caltrans language Non-Federal
Form Approved X/XX/XX Page 83 of 86
<table>
<thead>
<tr>
<th>Question</th>
<th>Rating Definition</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. How was the firm's/key person's independence projected and communicated with the Agency?</td>
<td><strong>Excellent</strong> (3) Discussed methodology/proposed changes of Agency and provided adequate research results to support their position and stood firm on their decision. Always answered/returned calls and correspondence or provided updates promptly.</td>
<td></td>
</tr>
<tr>
<td>If the rating is Poor, please provide an explanation here:</td>
<td><strong>Good</strong> (2) Discussed methodology/proposed changes of Agency and provided adequate research results to support their position, but did not always stand firm on their decision. Answered/returned calls and correspondence or provided updates promptly and most of the time.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Satisfactory</strong> (1) Discussed methodology/proposed changes of Agency, but did not provide adequate research results to support their position and did not always stand firm on their decision. Answered/returned calls and correspondence or provided updates, but not always promptly.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Poor</strong> (0) Discussed methodology/proposed changes of Agency but did not research or provide support even if they did not agree with changes/methodology; did not stand firm on their decision/frequently sided with Agency. Did not answer/return calls or correspondence or provide updates.</td>
<td></td>
</tr>
<tr>
<td>4. How do you rate the firm's/individual's knowledge with proposed work?</td>
<td><strong>Excellent</strong> (3) Exceeded most expectations (knowledge of project requirements always apparent.).</td>
<td></td>
</tr>
<tr>
<td>If the rating is Poor, please provide an explanation here:</td>
<td><strong>Good</strong> (2) Exceeded some expectations (knowledge of project requirements frequently apparent.).</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Satisfactory</strong> (1) Met expectations (knowledge of project requirement at times, but further research required).</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Poor</strong> (0) Failed to meet expectations (knowledge of project requirements lacking).</td>
<td></td>
</tr>
<tr>
<td>5. How do you rate the firm's/key person's experience?</td>
<td><strong>Excellent</strong> (3) Exceeded most expectations (always negotiated, resolved and processed change orders in a timely manner).</td>
<td></td>
</tr>
<tr>
<td>If the rating is Poor, please provide an explanation here:</td>
<td><strong>Good</strong> (2) Exceeded some expectations (always negotiated, resolved and processed change orders and most of the time).</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Satisfactory</strong> (1) Met expectations (negotiated, resolved and processed change orders, but not always promptly).</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Poor</strong> (0) Failed to meet expectations (negotiated, resolved and processed change orders, but consistently late).</td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Rating Definition</td>
<td>Rating</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>---------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>6. Were the required Services completed on time and to your satisfaction?</td>
<td><strong>Excellent</strong> <em>(3)</em> Always on time or ahead of schedule.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Good</strong> <em>(2)</em> On time.</td>
<td></td>
</tr>
<tr>
<td><strong>If the rating is Poor, please provide an explanation here:</strong></td>
<td><strong>Satisfactory</strong> <em>(1)</em> Occasionally late.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Poor</strong> <em>(0)</em> Consistently late.</td>
<td></td>
</tr>
<tr>
<td>7. Did the firm/key person's stay within budget?</td>
<td><strong>Excellent</strong> <em>(3)</em> Always within budget.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Good</strong> <em>(2)</em> Most often within budget.</td>
<td></td>
</tr>
<tr>
<td><strong>If the rating is Poor, please provide an explanation here:</strong></td>
<td><strong>Satisfactory</strong> <em>(1)</em> Somewhat within budget.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Poor</strong> <em>(0)</em> Consistently over budget.</td>
<td></td>
</tr>
<tr>
<td>8. How do you rate the firm's/ key person's task management and scheduling abilities?</td>
<td><strong>Excellent</strong> <em>(3)</em> Exceeded most expectations.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Good</strong> <em>(2)</em> Exceeded some expectations.</td>
<td></td>
</tr>
<tr>
<td><strong>If the rating is Poor, please provide an explanation here:</strong></td>
<td><strong>Satisfactory</strong> <em>(1)</em> Met expectations.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Poor</strong> <em>(0)</em> Failed to meet expectations.</td>
<td></td>
</tr>
</tbody>
</table>

Additional Comments (Use additional sheets as necessary):

Print Contact Name

Contact Signature

Title

Date

Please Submit to:
San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Fl., San Bernardino, CA 92410
Phone: (909) 884-8276 - Email: procurement@gosbcta.com