SBCTA

REQUEST FOR PROPOSALS (RFP) 20-1002388

FOR

PLANS, SPECIFICATIONS AND ESTIMATE (PS&E) FOR THE METROLINK ACTIVE TRANSPORTATION PROGRAM, PHASE II PROJECT

KEY RFP DATES

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July 2, 2020

SUBJECT: NOTICE OF REQUEST FOR PROPOSALS (RFP) 20-1002388 “PLANS, SPECIFICATIONS AND ESTIMATE (PS&E) FOR THE METROLINK ACTIVE TRANSPORTATION PROGRAM, PHASE II PROJECT”, (hereinafter referred to as “Project”)

The San Bernardino County Transportation Authority (“SBCTA”) invites proposals from qualified firms to provide Plans, Specifications and Estimate (PS&E), in connection with the Metrolink Active Transportation Program, Phase II Project 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 December 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 RFP and all RFP schedule updates and addenda, together with other important information, are available on the Vendor Portal on SBCTA’s website at www.gosbcta.com,“Doing Business”, which will take you to the “Bids & RFPs” page. There, click on the tab “Vendor Portal”. The website is the official means of notification to all prospective proposers. Firms are requested to check the Vendor Portal 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 Vendor Portal. 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 2:00p.m., Tuesday, August 18, 2020.

A Pre-Proposal Conference is scheduled for 2:00 p.m., Wednesday, July 22, 2020, via Zoom.

Join Zoom Meeting
https://gosbcta.zoom.us/j/95698111954

Meeting ID: 956 9811 1954

One tap mobile
+16699006833,,95698111954# US (San Jose)
+12532158782,,95698111954# US (Tacoma)
Dial by your location
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 929 436 2866 US (New York)
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)
Meeting ID: 956 9811 1954
Find your local number: https://gosbcta.zoom.us/u/ad50RW3zBf

Attendance at this Pre-Proposal Conference is encouraged, but not mandatory. However, all proposers will be held accountable for any addenda issued related to information and instructions given at the Pre-Proposal Conference.

All questions related to this RFP must be put in writing and submitted to SBCTA no later than **4:00 p.m., Thursday, July 30, 2020.** All questions must be clearly labeled, **“Written Questions”** and submitted electronically to:

**Alicia Johnson - Procurement Analyst**
procurement@gosbcta.com
RFP 20-1002388

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 the Vendor Portal on SBCTA’s website at [www.gosbcta.com](http://www.gosbcta.com); click on “Doing Business”, which will take you to the “Bids & RFPs” page. There, click on the tab “Vendor Portal”.

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](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](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm)).

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.

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

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.

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 Audits required by applicable funding agencies, and/or SBCTA itself. The selected firm must have a recent audit of their Indirect Cost Rate (ICR) for the most recent completed fiscal year.
SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSALS 20-1002388

FOR

“PLANS, SPECIFICATIONS AND ESTIMATE (PS&E) FOR THE METROLINK
ACTIVE TRANSPORTATION PROGRAM, PHASE II PROJECT”

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 Plans, Specifications and Estimate in connection with the Metrolink Active Transportation Program, Phase II Project (“Project”).

B. CONTACT INFORMATION

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

Alicia Johnson - Procurement Analyst
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 p.m., Wednesday, July 22, 2020, via Zoom. Interested firms are encouraged to attend the Pre-Proposal Conference, but no firm will be disqualified for failure to attend. However, all proposers will be held accountable for any addenda issued related to information and instructions given at the Pre-Proposal Conference.

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., Thursday, July 30, 2020. Questions received after the date and time specified may or may not be responded to, at the sole discretion of SBCTA. All questions/clarification 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 the Vendor Portal on SBCTA’s website at www.gosbcta.com, click on “Doing Business”, which will take you to the “Bids & RFPs” page. There, click on the tab “Vendor Portal”.

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

A Cost Plus Fixed Fee 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 (Attachment A), and contract (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 contracts 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

Intentionally Omitted

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 OPPORTUNITIES

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

II. PROPOSAL SUBMITTAL

The procurement will be conducted electronically through SBCTA’s Vendor Portal PlanetBids. 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 Tuesday, August 18, 2020**. Proposals will be submitted electronically through SBCTA’s Vendor Portal PlanetBids. To propose for this project vendors must be registered with PlanetBids.

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.

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/subconsultant 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 50 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:

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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 project as well as identify key personnel assigned and their qualifications.

Specifically:

• Provide education, experience and applicable professional credentials of proposed project staff. Identify the person who is a licensed Professional Engineer (PE) in the State of California and include a copy of the PE’s license.

• 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/Work Plan

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 and work plan for completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the firm’s ability to accomplish the project objectives and to meet the project schedule.

- Outline sequentially the activities that would be undertaken in completing the tasks and specify who in the firm would perform the work.

- Furnish a project schedule for each task and subtask in terms of elapsed weeks from the project commencement date.

- 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 form(s), which are included in this RFP with their proposal:

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

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 cost proposal in connection with the negotiations described in Section V, below, and at least one of the following with the cost 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 Attachment B. Proposers will be deemed to have accepted any and all terms and conditions not objected to or identified for an exception or deviation in the proposal and no further negotiations of any such term or deviations not presented in the proposal and 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. 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 Attachment A. 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 **Wednesday, September 16, 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. – **30 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, 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. – **35 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. – **35 points**.

G. SBCTA shall select the highest ranked firms to participate in the interview process. 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 interviews is **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 “Bids & RFPs,” then, under the heading “Important” Documents,” click on “Contractor Resources.”

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 SBCTApurpose.
ATTACHMENT A – “SCOPE OF WORK”
San Bernardino County Transportation Authority ("SBCTA") is seeking professional services for
the preparation of plans, studies and reports necessary for development of the Plans,
Specifications and Estimate (PS&E) for the Metrolink Active Transportation Program, Phase II
("Project") at five Metrolink Facilities in San Bernardino County.

The Active Transportation Program (ATP) was created by Senate Bill 99 (Chapter 359, Statutes
of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013) to encourage increased use of
active modes of transportation, such as biking and walking. The ATP consolidates various
transportation programs; including the federal Transportation Alternatives Program, state Bicycle
Transportation Account, and federal and state Safe Routes to School programs into a single
program.

This Project will improve pedestrian and bicycle accessibility at five Metrolink Stations by
extending bike trails and lanes, improving sidewalks and crosswalks, providing bike lockers and
racks, and adding way-finding signage. The project locations and proposed improvements are
identified in Figures A.1 to A.6

For the purposes of the RFP, and to meet project funding deadlines, assume a nine (9) month
schedule from Notice- to- Proceed to a Ready-to-List package.

I. APPLICABLE STANDARDS

A. All documents shall be prepared in accordance with current Federal, State and local
regulations, policies, procedures, manuals, and standards where applicable. Consultant
shall obtain, at its expense, all applicable Manuals and Standard Plans.

B. Project plans and specifications must comply with the Federal Americans with
Disabilities Act (ADA) requirements 28 CFR, Part 35 or Part 36, and the California and
Local Building Codes within the project limits. In accordance with 28 CFR Sec. 35.151,
curbs and ramps must meet current ADA standards if the project includes streets that are
to be newly constructed or altered (includes repaving). For ADA requirements, see
Chapter 11 "Design Standards," and Section 12.7 of this chapter. Complete the Caltrans
Certification of Compliance with Americans with Disabilities Act (ADA) Form TR-040.

C. The Task and WBS Structure used for pricing, cost reporting and schedule preparation is

D. Project Management will be performed in accordance to the Caltrans Work plan

E. Project Plans will be prepared in Micro Station V8 format and in accordance with the

F. Project Specifications and Special Provisions will be prepared in accordance with
G. Standard plans from each local Agency will be utilized for elements of work within their jurisdiction.

II. GENERAL DESCRIPTION OF REQUIRED SERVICES

A. Consultant Services include the studies, reports, drawings, plans specifications, estimates, and special provisions necessary to complete the PS&E package.

B. The Work includes ROW support, specifically related to utility research and coordination, surveys and mapping required for ROW and Utility certification.

C. The Work includes design support during construction. Specifically, the scope includes providing background information on the PS&E package, answering Requests for Information (RFI) and preparation of the construction as-built package.

D. The Moving Ahead for Progress in the Twenty First Century (MAP-21) requires pre-project and post-project pedestrian and bike traffic analysis and is included in this scope of work.

E. The final technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Project Development Procedures Manual.

F. Develop and maintain a Project schedule utilizing the Primavera P6 Project Management, Release 7.0 software or approved equal. The Project schedule will be presented monthly to the Project Development Team (PDT) meeting and electronic files will be provided as requested to SBCTA. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.

G. Employ quality control procedures that identify potential risks and uncertainties related to construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, Consultant observes, encounters, or identifies any circumstances that could pose potential risk, Consultant shall notify SBCTA immediately.

III. PROJECT

This contract is for Phase II projects only (Cycle 4). Figures A.1 to A.6 include both Phase I (Cycle 1) and Phase II (Cycle 4) projects. Both Phases are included in the Environmental Documents. Scope refinement will occur during the early design phase. For purposes of this RFP, assume the projects shown as Phase II (Cycle 4) in Figures A.1 to A.6 are included in this scope of services.
IV. ASSUMPTIONS

A. Assume there will be three (3) meetings per month for the duration of the PS&E phase, including a monthly PDT meeting. Assume the PS&E phase spans nine (9) months.

B. Assume there will be one (1) meeting per month for the duration of the construction phase and that construction spans nine (9) months.

C. Assume eight (8) hard copies and eight (8) CDs of all final deliverables. Consultant will coordinate with SBCTA and each City prior to distribution of all deliverables to determine the points of contact and format of copies.

D. Assume each major deliverable will include a SBCTA peer review in conjunction with a review by each local Agency, followed by a workshop for comment resolution, if required.

E. Assume all improvements will be within public Right-of-Way and temporary construction or permanent easements will not be required.

V. SCOPE OF SERVICES

The following is a summary of anticipated tasks outlined in the Caltrans Work Breakdown Structure (WBS) necessary to complete the PS&E phase and obtain Caltrans approval. This summary is not intended to be all inclusive and work may include tasks listed in the WBS that are not identified in this summary.

Task 100 Project Management

The services provided include the initiation and planning of the project, and the execution, control and close out of the project. Tasks include:

- Initiation and planning of the project.
- Providing project management and supervision of project staff to facilitate the performance of the work.
- Preparation and maintenance of the Project schedule and deliverables matrix.
- Presenting the schedule and deliverables matrix to the monthly Project Development Team (PDT) meeting.
- Coordination with Agencies to determine project priorities and access permit requirements.
- Coordination with the PDT and project stakeholders.
- Administering subcontracts and directing their work (if applicable).
- Preparation and distribution of agendas prior to the meetings, preparation of meeting minutes and distribution of minutes within five working days after the meetings.
- Organizing the Kick-off Meeting with Project Stakeholders to define the project and project limits, review roles and responsibilities, and determine which document deliverables are necessary.
• Development and maintenance of the Work Plan.
• Preparation of remedial actions to recover schedule loss.
• Development and use a Project Specific Quality Assurance and Quality Control Plan in conformance with Section VI.
• Development and use a Project Management Plan.
• Development and use a Risk Management Plan.
• Development and use a Document Control Plan.

**Deliverables:**
• PDT meeting notices, agendas, handouts, and minutes
• Presentation materials consisting of agendas, previous meeting minutes, current schedule and deliverables matrix, current plans and action item log.
• Monthly Project Master Schedule delivered one week prior to the PDT meeting.
• Project Master Schedule in electronic format delivered as requested.
• Project Specific Quality Assurance and Quality Control Plan
• Project Management Plan
• Project Specific Risk Management Plan
• Document Control Plan
• Final copy of all major deliverables during close-out

**Task 160/165 Preliminary Engineering and Environmental Studies**
Project Initiation Documents and some preliminary engineering studies were completed for the ATP Grant Application and the "Improvement to Transit Access for Cyclists and Pedestrians Report". Prior to starting the PS&E activities, an assessment is required of preliminary engineering studies requirements to support the PS&E Work. Coordinate with PDT to determine which of the following are required and at what level.

• Surveys and maps to determine boundary information
• Topography, Base Maps and Plan Sheets
• Utility locations plans and estimate
• Preliminary Investigation Report to assess work-site conditions and topographic data
• Geometric Plans, Horizontal and Vertical Alignments
• Water Quality Management Plan
• Fact Sheet for Exceptions to Design Standards (if required)

**The following are required:**

• Transportation Problem Definition and Site Assessment for Impacted Roadways:
  • Compile and review existing background information;
  • Review existing reports studies and mapping including planning documents, field reviews, as-builts, base mapping, existing surveys and ROW maps;
  • Develop project constraints and information required to determine the extent of the existing problem and future needs including discussions with internal and external stakeholders;
• Analyze the existing problem and future requirements to determine the project's need and purpose; and
• Prepare the necessary Fact Sheets for Design Exceptions, in the event that non-standard features are necessary.

• Foot and Bicycle Traffic Assessment: ATP requires bike and pedestrian counts be conducted and report generated before and after the Project. The methodology for performing bicycle and pedestrian counts is outline by the Southern California Association of Government (SCAG). The purpose of the count is to:

  o Determine existing travel patterns and demand;
  o Evaluate the effectiveness of programs and/or facilities to promote walking and biking (before and after studies);
  o Identify corridors where current use and potential for increased use is high;
  o Track trends over time;
  o Improve pedestrian and bicycle safety and evaluate the impact of different design treatments on collision rates;
  o Identify locations for pedestrian and bicycle facility improvements and design appropriate treatments;
  o Measure demographic changes as facilities that increase user comfort and attract a wider range of pedestrians and bicyclists are developed;
  o Assess future pedestrian and bicycle travel demand; and
  o Prioritize bicycle and pedestrian improvement projects.

• List of permits required to complete project.

**Task 185 Base Maps and Plan Sheets**

Work during PS&E development involves the preparation of geometric base maps and functional base plan sheets, including review of existing project information, gathering appropriate mapping, conducting additional studies. Final products of this task include preparation of Right-of-Way maps and plan sheets.

The task includes updating the project information needed to prepare the engineering design report, perform preliminary design and determine ROW requirements.

Specifically:

• Field reviews and topographic surveys.
• Research and obtain copies of existing studies.
• Research, obtain, and review utility maps and plans.
• Obtain Record of Survey, benchmark, and centerline tie information.
• Produce mapping and survey control necessary for the PS&E including.
  o Incorporation of Basic (Corridor) Control and adjacent project.
  o Establishing primary control throughout the project.
o Establishing supplemental control for the project.
o Documenting the control survey.

**Deliverables:**
- Updated project information and confirmation of Purpose and Scope
- Permanent Project Control Monumentation
- Project Control Diagram or Control Record of Survey
- Project Control Report
- Project file containing the following:
  - Topography
  - Right-of-Way boundaries
  - Structures
  - Utility Locations

**Task 230 Draft PS&E Package**

Work involves the preparation and review of draft roadway plans, specifications, estimates, roadway design and functional PS&Es. Due to the limited impact of the project on the community or environment, not all PS&E studies or deliverables may be required.

**Fact Sheets:** Prepare the necessary Fact Sheets for Design Exceptions, in the event that non-standard features are necessary.

**Engineering Reports:** Finalize project design reports needed to establish design parameters and complete design.

**Electrical Service Coordination:** This task includes all efforts required to coordinate and obtain electrical service agreements with the local electrical service providers. Service agreements may be required for signal, lighting, communication and irrigation elements of work.

**Deliverables:**
- Road and Highway Plans including, but not limited to Title Sheet and Key Maps, Project Control, Typical Sections, Layouts, Profiles, Construction Details, Summary of Quantities, Water Pollution Control, Drainage, Utility (existing and proposed), Stage Construction, Traffic Handling, Detour, Pavement Delineation, Sign, Removal, Landscape & Planting, Irrigation, Erosion Control
- Project Specifications
- Response to Comments Matrices (PEER review and Agency comments)
- Quantities Estimate
- Cost Estimate
- Engineering Reports and Calculations
  - Hydrology and Hydraulics Analysis (if required)
  - Water Quality Management Plan
  - Electrical Load Calculations
- Draft PS&E Submittal Packages (65% and 95%)
- Electrical Service Agreements
Task 255 Final PS&E Package

This activity includes reproduction, distribution, coordination, and circulation of the project's plans, specifications and estimate. Included are coordinating reviews, reaching consensus and incorporation of comments. Task includes:

- Final Plans including Constructability Review.
- Utility Plans for conflicts (proposed and existing).
- Review Project for Final Permit Needs.
- Review Aesthetics.
- All Specifications and Estimates.
- Materials design elements and specifications.
- Conformity with Environmental Commitments.
- Perform Safety Review.
- Perform PS&E Reviews.
- Prepare Construction Staking Package.
- Prepare Resident Engineer's Pending File.
- Final bid package for construction.
- Support construction procurement as required.
- Incorporate PEER review, Agency comments and constructability review comments.

**Deliverables:**

- Comment Resolution Matrix or focus meetings as required
- Updated PS&E Package
- Approved Environmental Reevaluation
- Final PS&E Package
- Materials Information Handout
- Construction Staking Package
- Resident Engineer’s Pending File

Task 200/220 Right-of-Way Engineering

This task identifies Consultant Right-of-Way (ROW) and Utility services. Consultant Work includes mapping for utilities and identification of conflicts and coordination with the Utility Companies to produce the utility plan sheets. Consultant Work includes the following:

- Utility Relocation Plan: Coordinate with the Utility Companies to produce the utility relocation plans for the protection, removal and relocation of utility facilities necessary to clear and certify ROW.
- ROW and Utility Certifications.
- Potholing: Pothole plan and Pothole exploration necessary to positively locate potential utility conflicts.

**Deliverables:**

- Right-of-Way Mapping
- Utility Location Maps (existing and proposed)
• Pothole Request Map
• Pothole Data
• Utility Coordination efforts
• Utility Agreements (if required)
• Railroad Agreements (if required)
• Utility Certification
• Right-of-Way Certification

**Task 270 Construction Engineering - Technical Support**

Provide Technical Support to the construction engineering staff including design, traffic, hydraulics, materials, structures design, geotechnical services, environmental, landscape and other specialty staff. Functional support may include attendance at prework conferences, construction meetings, on-site construction support and RE pending file review.

**Task 295 Final Construction Report**

Work includes coordination with the construction manager and Resident Engineer to develop as-built plans in accordance with Caltrans and the City Standards. Work includes the transfer of the red-line As-Built plan mark-ups to the original full size reproducible plan sheets (or CADD file) and forwarding a reproducible set of plans with the transferred As-Built changes to SBCTA and appropriate agencies.

**Deliverables:**
- As-Built construction package
- Electronic and hardcopy submittal for SBCTA and City records

**VI. PROJECT SPECIFIC QUALITY ASSURANCE AND QUALITY CONTROL PLAN REQUIREMENTS**

Quality Assurance (QA) encompasses all of the planned and systematic activities implemented within the quality system that can be demonstrated to provide confidence that a product or service will fulfill requirements for quality. Quality Control (QC) consists of operational techniques and activities used to fulfill requirements for quality. For environmental review process, preliminary engineering and final design, QC includes technical checking, review and design verification activities, while the QA activities includes the monitoring, surveillances, auditing and other means of oversight of the QC activities and documentation, to ensure completeness and adherence to the QC procedures.

A project specific quality management plan (herein referred to as a Project QA/QC Plan) shall be developed by the Consultant and submitted to SBCTA for review and approval. The Project QA/QC Plan shall describe how QA and QC will be executed and managed by the Consultant and its subconsultants. In lieu of a Project QA/QC Plan, for small projects at the discretion of the SBCTA Director of Project Delivery, a copy of the Consultant’s standard QA and QC procedures that are to be followed by the Consultant team (including subconsultants) for the
project, will be submitted to SBCTA for review and approval. The standard QA and QC procedures document and any appended project-specific processes, should address the same requirements listed below for the Project QA/QC Plan.

The following is a list of the minimum content and scope of what the Project QA/QC Plan shall contain. When submitted to SBCTA for review, the Project QA/QC Plan will be reviewed and assessed to ensure that these topic areas are covered and adequately addressed by the plan.

**Project Introduction and Scope:**
1. Project description.
2. Scope of work.
3. Quality objectives.
4. List of deliverable documents for each milestone submittal.

**Project Team Qualifications, Organization, Staff, Roles and Responsibilities:**
1. A description of the minimum resource requirements for staff competence, skills, experience, and credentials.
2. Organization chart showing project staff and lines of QA and QC authority and communications.
3. List of project staff members, roles and responsibilities, including verification, QC review and technical checking, Project Management, Project QA Management and Technical Lead duties.

**Quality Training:**
1. Quality training, including a training syllabus, schedule, and methods of tracking the staff that have been trained.

**Scheduling of Quality Activities:**
1. Detailed QA and QC schedule that provides the timing, durations, and dependencies for all QC technical checking, interdisciplinary reviews, internal design verification against project criteria, and internal QA audits.

**SBCTA, Caltrans Reviews:**
1. Formal external (SBCTA and Caltrans) review schedules (Peer Reviews and Constructability Reviews).
2. Processes for SBCTA Peer Review and Caltrans review comments tracking, response, resolution, checking of comment incorporation, and closure process.

**Internal Reviews:**
1. Quality procedures related to interdisciplinary design review (IDR) process.
2. Technical review of environmental reports.
Management of Requirements:

1. The requirements for the development of a Basis of Design report that includes a list of governing project criteria, source documents for the governing criteria, including those from Caltrans, SBCTA and local municipalities.
2. Requirements management processes used to track design variation requests, and procedures for changes to the requirements as a result of approved design variances.

Quality Procedures for Project Controls:

1. Project QA and QC procedures related to approved project scope changes and associated revisions to estimates and schedule.
2. Project QA and QC procedures for configuration management against the baseline design.

Quality Control (QC) Procedures:

1. Detailed QC procedures, including descriptions of process steps and documentation of processes for technical checking, QC reviews, and design verification. The procedures for technical checking will include:
   - QC testing and validation of computer software used for the calculations.
   - Checking of calculations and data (hand calculations and computer calculations input and output).
   - Checking of drawings and exhibits.
   - Checking of specifications and contract documents.
   - Checking of quantities and cost estimates.
   - Review of studies or report-type documents.
   - QC of CADD-produced documents.
2. Checklists to be used to verify: design criteria / technical compliance; submittal contents; CADD compliance; specifications compliance; calculations compliance; and milestone specific level of completion.

Quality Assurance (QA) Procedures:

1. The processes for QA monitoring, survellances, and audits of the QC activities, including when QA audits are to be conducted prior to submittals, and the QC activities and QC documentation to be audited.
2. Processes for the management of the implementation of Corrective Action to internal and external QA audit non-conformances and findings.

Quality Documentation:

1. Quality Records list or definition.
2. Document Control procedures, including electronic files and project folders, submittal procedures, control of hardcopies, uploading of scanned hardcopy PDF files, document retention requirements, and the treatment of quality documents. This part of the Project QA/QC Plan may reference sections of a project management plan and/or a separate project or firm document control plan.
Figure A.1

Metrolink Bike/Ped Access Project: Project Corridor

[Map of Metrolink Bike/Ped Access Project showing project corridor and stations]
Figure A.2

Metrolink Bike/Ped Access Project: Montclair Station

- Crosswalk (ATP Cycle 6)
- Trailhead Development - Phase I (ATP Cycle 1)
- Trailhead Development - Phase II (ATP Cycle 4)
- High Visibility Crosswalk (ATP Cycle 1)
- Bike Lane - Class II, Sidewalk, & Wayfinding Signs (ATP Cycle 6)
- Bike Lane - Class II, Sidewalk, & Wayfinding Signs (ATP Cycle 4)
- Bike/Pedestrian Access (ATP Cycle 1)
- Bike Lane Extension - Class I (ATP Cycle 1)
- Bike Lane - Class II & Sidewalk (ATP Cycle 1)
- Pacific Electric Trail - Class I (Existing)

CITY OF MONTCLAIR

TOTAL: 3.3 mi of sidewalk
3.6 mi of bike lanes

FUNDING SOURCE
- Active Transportation Program (ATP) Cycle 1
- Active Transportation Program (ATP) Cycle 4

City Boundaries
Metrolink

© Farrow/Transport Midwest, 2009-2019

© Skanska (7/31/2019)
**Figure A.3**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PROVIDE WIDEBACK PEDWAYS CROSSING WITH SIGNAL OR FLASHING COVABAR/BEACON AT EUCLID AVENUE AND PACIFIC ELECTRIC TRAIL</td>
</tr>
<tr>
<td>2</td>
<td>PROVIDE WINDING SIGNAL AT EUCLID AVENUE AND &quot;A&quot; STREET</td>
</tr>
<tr>
<td>3</td>
<td>PROVIDE SHARED BIKE LANE MARKINGS ON CLASS II BIKE LANE AT 2ND AVENUE AND CAMPUS AVENUE</td>
</tr>
<tr>
<td>4</td>
<td>PROVIDE PEDESTRIAN AUTOMATED CROSSING GATES AT RAILROAD TRACKS AT EUCLID AVENUE AND &quot;A&quot; STREET</td>
</tr>
<tr>
<td>5</td>
<td>PROVIDE ENHANCED CROSSWALKS AT 5 INTERSECTIONS ALONG 2ND AVENUE, 3RD AVENUE, AND 2ND AVENUE</td>
</tr>
<tr>
<td>6</td>
<td>PROVIDE ENHANCED CROSSWALKS AT 3 INTERSECTIONS ALONG 1ST AVENUE, 2ND AVENUE, AND 3RD AVENUE</td>
</tr>
<tr>
<td>7</td>
<td>INSTALL SHORT AND LONG-TERM BIKE PARKING</td>
</tr>
<tr>
<td>8</td>
<td>PE TRAIL IMPROVEMENTS BETWEEN EUCLID AVE AND CAMPUS AVE</td>
</tr>
<tr>
<td>9</td>
<td>PEDESTRIAN/BICYCLE PRIORITIZATION SIGNAL AT PE TRAIL AND CAMPUS AVE</td>
</tr>
</tbody>
</table>

**FUNDING SOURCE**

- Active Transportation Program (ATP) Cycle 1
- Active Transportation Program (ATP) Cycle 4

**TOTAL:**

0.5 mi. of bike lane improvements
Figure A.5

Metrolink Bike/Ped Access Project: Fontana Station

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Install Short and Long-term Bike Parking</td>
</tr>
<tr>
<td>2</td>
<td>Reconfigure crossing and post signs on Juniper Avenue at Pacific Electric Trail</td>
</tr>
<tr>
<td>3</td>
<td>Provide bike route wayfinding signage, &quot;color&quot; trail at conflict zones on Juniper Avenue from Orange Way to Base Line Rd</td>
</tr>
<tr>
<td>4</td>
<td>Provide high-visibility crosswalks at 7 intersections</td>
</tr>
<tr>
<td>5</td>
<td>Provide missing sidewalks along Wheeler Ave, Newport Ave, Emerald Ave, Sierra Ave, and Imperial Way</td>
</tr>
<tr>
<td>6</td>
<td>Provide buffered bike lanes, wayfinding signage, &quot;color&quot; bike trail at conflict zones Charnow Boulevard and Citrus Avenue</td>
</tr>
<tr>
<td>7</td>
<td>Huennekens Ave Complete Streets Implementation</td>
</tr>
</tbody>
</table>

**TOTAL:**
- 13 mt. of bike lanes
- 1 mt. of sidewalk
Figure A.6

Metrolink Bike/Ped Access Project: San Bernardino Station

CITY OF SAN BERNARDINO

ITEM DESCRIPTION
1 PROVIDE MID-BLOCK CROSSWALK ON 3RD STREET WITH SIGNAGE
2 PROVIDE WAYFINDING SIGNAGE FOR LOCAL BUS STOP LOCATED ON 3RD STREET
3 PROVIDE HIGH VISIBILITY CROSSWALKS AT SOWING SEEDS AND 2ND STREET
4 PROVIDE BIKE LANES FROM END OF THE 1ST STREET WACO PROJECT TO RANCHO ALESSANDRO ELEMENTARY SCHOOL AND SAFRANE DEPOT
5 NTH STREET BRIDGE REPLACEMENT PROJECT WITH BIKE LANES (LOCALLY FUNDED PROJECT)

PURCHASING SOURCE
Active Transportation Program (ATP) Cycle 1
Active Transportation Program (ATP) Cycle 4
Local Funds

TOTAL: 2 mi. of bike lanes

1. Crosswalk (ATP Cycle 1)
2. High Visibility Crosswalk (ATP Cycle 1)
3. Wayfinding Sign (ATP Cycle 1)
4. Bike Lane - Class II (ATP Cycle 4)
5. Bike Lane - Class II (Local Funds)
6. Metrolink Station

© Science (07-27-2010)

Attachment C: Project Location Map

C: Project Name Metrolink SAN BernardinoSanBernardinoProject
ATTACHMENT B – “PROPOSED CONTRACT”
CONTRACT No. 20-1002388

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

FOR

PLANS, SPECIFICATIONS AND ESTIMATE (PS&E) FOR THE METROLINK ACTIVE TRANSPORTATION PROGRAM, PHASE II PROJECT

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 certain work or services 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. PROJECT DESCRIPTION/SCOPE OF WORK

1.1 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.

1.2 The Project Manager for this Contract is Juan Lizarde, 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, 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. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA’s Procurement Analyst and shall continue in effect through December 31, 2023 or until otherwise terminated, or unless extended as hereinafter provided by written amendment. Except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP.

ARTICLE 3. COMPENSATION

3.1 The method of payment for this Contract will be based on actual cost plus a fixed fee. SBCTA will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the Work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT’S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds SBCTA’s approved overhead rate set forth in the Cost Proposal. In the event, that SBCTAdetermines that a change to the Work from that specified in the Cost Proposal and Contract is required, the contract time or actual costs reimbursable by SCTA shall be adjusted by contract amendment to accommodate the changed Work. The maximum total cost as specified in Paragraph “3.8” shall not be exceeded, unless authorized by contract amendment.
3.2 In addition to the allowable incurred costs, SBCTA will pay CONSULTANT a fixed fee of $_________. The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.

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

3.4 When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

3.5 Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT’s fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work SBCTA shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article 18 Termination.

3.6 No payment will be made prior to approval of any Work, nor for any Work performed prior to approval of this Contract.

3.7 CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by SBCTA’s Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due SBCTA including any equipment purchased under this Contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT’s work. Invoices should be e-mailed to SBCTA at the following address:

    ap@gosbcta.com

3.8 The total amount payable by SBCTA including the fixed fee shall not exceed $______________.

3.9 Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by SBCTA’s Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

**ARTICLE 4. 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 5. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work, which will or may be affected by a shortage of funds, it will promptly notify CONSULTANT. Nothing herein shall relieve SBCTA from its obligation to compensate CONSULTANT for Work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 6. 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 7. DOCUMENTATION AND RIGHT TO AUDIT

7.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA, access to Consultants’ records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA, and its representatives or agents to reproduce any materials as reasonably necessary.

7.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Project at any time. After CONSULTANT receives any audit recommendations, the cost proposal shall be adjusted by CONSULTANT and approved by SBCTA’s Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA’s sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA’s Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report.

7.3 Subcontracts in excess of $25,000 shall contain this provision.
ARTICLE 8. RESPONSIBILITY OF CONSULTANT

8.1 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.

8.2 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 in regard 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 will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

8.3 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.

8.4 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.

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

8.6 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 9. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit A –“Scope of Work”. At a minimum, CONSULTANT shall submit monthly progress reports with their monthly invoices. The report shall be sufficiently detailed for SBCTA to determine if the CONSULTANT is performing to expectations or is on schedule to provide communication of interim findings, and to sufficiently address any difficulties or problems encountered, so remedies can be developed.
ARTICLE 10. TECHNICAL DIRECTION

10.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA’s Project Manager, which 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:

10.1.1 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.

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

10.1.3 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.

10.1.4 SBCTA’s Project Manager 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 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.

10.2 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:

10.2.1 Increases or decreases the Scope of Work;

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

10.2.3 Constitutes a change as defined in the “CHANGES” Article of the Contract;

10.2.4 In any manner cause an increase or decrease in the Contract price as identified in Article 3, herein, or the time required for Contract performance;

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

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

10.2.7 Approve any demand or claim for additional payment.

10.3 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.
10.4 All Technical Direction shall be issued in writing by SBCTA’s Project Manager.

10.5 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 10.2.1 through 10.2.7 above, 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:

10.5.1 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.

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

ARTICLE 11. CHANGES

11.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA’s Awarding Authority has approved any amendment to this Contract.

11.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY

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

12.2 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 13. CONFLICT OF INTEREST

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.

ARTICLE 14. 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 reallocation of 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:

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<th>Name</th>
<th>Job Classification/Function</th>
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ARTICLE 15. 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 16. PROPRIETARY RIGHTS/CONFIDENTIALITY

16.1 If, as part of this Contract, CONSULTANT is required to produce materials, documents data, or information (“Products”), then CONSULTANT, if requested by SBCTA, shall deliver to SBCTA the original of all such Products which shall become the sole property of SBCTA.

16.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
16.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA pursuant to a prior contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subconsultants, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article, which are produced by CONSULTANT, until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.

16.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.

16.5 All press releases or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by the Parties.

ARTICLE 17. CONSTRUCTION CLAIMS

Intentionally Omitted

ARTICLE 18. TERMINATION

18.1 Termination for Convenience - SBCTA 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.

18.1.1 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.

18.1.2 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.

18.1.3 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.

18.2 Termination for Cause - 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.

18.2.1 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.

18.3 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.

ARTICLE 19.  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 the Termination For Cause provision herein.

ARTICLE 20.  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 21.  INSURANCE

21.1 Prior to commencing the Work, subject to the provisions of Article 20.2 “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:

21.1.1 **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.

21.1.2 **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 Indemnites 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 Indemnites below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

20.1.3 **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.

21.1.4 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.

21.1.5 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.

21.1.6 Pollution Liability - Intentionally Omitted

21.1.7 Railroad Protective Liability - Intentionally Omitted

21.2 General Provisions

21.2.1 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.

21.2.2 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.

21.2.3 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.

21.2.4 **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.

21.2.5 **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.

21.2.6 **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.

21.2.7 **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.

21.2.8 **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.

21.2.9 **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.

21.2.10 **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.

21.2.11 **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.

21.2.12 **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 22. INDEMNITY

22.1 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, the SBCTA Entities and its authorized 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.

22.2 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, SBCTA Entities and their authorized 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 indemnities. 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 23. 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 24. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 25. SUBCONTRACTS

25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in the CONSULTANT’s proposal, without first notifying SBCTA, in writing of the intended subcontracting and obtaining SBCTA’s written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.

25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all
applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA's approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA’s approval shall not be unreasonably withheld.

25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have the sole responsibility for managing of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. INSPECTION OF OPERATIONS

SBCTA, or any of its designees, representatives or agents shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SBCTA shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 27. 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 28. 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 29. 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 30. 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 31. PRECEDENCE

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

31.2 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.

31.3 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 32. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by email or fax during regular business hours; (b) the first business day following delivery by fax when made not during regular business hours; or (c) the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

<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>
<tr>
<td>Attn:</td>
<td>Attn: Juan Lizarde</td>
</tr>
<tr>
<td>Email:</td>
<td>Email: <a href="mailto:jlizarde@gosbcta.com">jlizarde@gosbcta.com</a></td>
</tr>
<tr>
<td>cc:</td>
<td>Procurement Manager</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:procurement@gosbcta.com">procurement@gosbcta.com</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone: (909) 884-8276</td>
</tr>
</tbody>
</table>

ARTICLE 33. DISPUTES

33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SBCTA’s Contract Administrator within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal.
thereto with SBCTA’s Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute is appealable to a court of competent jurisdiction.

33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of the Contract with due diligence.

ARTICLE 34. 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 35. 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 36. CONFIDENTIALITY

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or 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. 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 assigned to any SBCTA project or task to sign a SBCTA Confidentiality Agreement as directed by SBCTA personnel.

ARTICLE 37. EVALUATION OF CONSULTANT

CONSULTANT’s performance may be evaluated by SBCTA periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Exhibit A and/or at the completion of the Contract. A copy of the evaluation will be given to CONSULTANT for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate CONSULTANT if they submit a proposal on a future RFP issued by SBCTA.

ARTICLE 38. SAFETY

CONSULTANT shall strictly comply with all OSHA regulations, local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under this Contract. CONSULTANT shall comply with safety instructions issued by SBCTA and their representatives. CONSULTANT personnel shall wear hard hats and
safety vests at all times while on the project construction site.

**ARTICLE 39. DRUG FREE WORKPLACE**

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

**ARTICLE 40. ASSIGNMENT**

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SBCTA. SBCTA’s exercise of consent shall be within its sole discretion. Any purported assignment without SBCTA’s prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

**ARTICLE 41. AMENDMENTS**

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

**ARTICLE 42. STATE PREVAILING WAGE RATES**

42.1 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.

42.2 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.

**ARTICLE 43. 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 terminate the 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 44. 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 45. 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 46. ENTIRE DOCUMENT

46.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior 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.

46.2 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.

46.3 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 47. 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 48. 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, due to 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 49. 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.

<table>
<thead>
<tr>
<th>CONSULTANT</th>
<th>SBCTA</th>
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<td></td>
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<tr>
<td>By:</td>
<td>By:</td>
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<tr>
<td></td>
<td>Frank J. Navarro</td>
</tr>
<tr>
<td>Name</td>
<td>President, Board of Directors</td>
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<tr>
<td>Title</td>
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<td>Date:</td>
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APPROVED AS TO FORM

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<tr>
<th>By:</th>
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<tr>
<td>Juanda Lowder Daniel</td>
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<tr>
<td>Assistant General Counsel</td>
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CONCURRENCE

<table>
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<tr>
<th>By:</th>
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<tbody>
<tr>
<td>Jeffery Hill</td>
</tr>
<tr>
<td>Procurement Manager</td>
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</table>
EXHIBIT B- “APPROVED COST PROPOSAL”
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.

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

Phone Number Email Address
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:**

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<tr>
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<thead>
<tr>
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<th>Email Address</th>
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</table>
## SBCTA BOARD OF DIRECTORS AND ALTERNATES

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<tr>
<th>Agency</th>
<th>Board Representative</th>
<th>Alternate</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Adelanto</td>
<td>Gabriel Reyes</td>
<td>Stevevonna Evans</td>
</tr>
<tr>
<td>City of Barstow</td>
<td>Julie McIntyre</td>
<td>Carmen Hernandez</td>
</tr>
<tr>
<td>City of Big Bear Lake</td>
<td>Bill Jahn</td>
<td>Rick Herrick</td>
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<tr>
<td>City of Chino</td>
<td>Eunice Ulloa</td>
<td>Tom Haughey</td>
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<tr>
<td>City of Chino Hills</td>
<td>Ray Marquez</td>
<td>Cynthia Moran</td>
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<tr>
<td>City of Colton</td>
<td>Frank Navarro</td>
<td>Ernie Cisneros</td>
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<tr>
<td>City of Fontana</td>
<td>Acquanetta Warren</td>
<td>John Roberts</td>
</tr>
<tr>
<td>City of Grand Terrace</td>
<td>Darcy McNaboe</td>
<td>Sylvia Robles</td>
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<tr>
<td>City of Hesperia</td>
<td>Rebekah Swanson</td>
<td>Cameron Gregg</td>
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<tr>
<td>City of Highland</td>
<td>Larry McCallon</td>
<td>Penny Lilburn</td>
</tr>
<tr>
<td>City of Loma Linda</td>
<td>Rhodes “Dusty” Rigsby</td>
<td>Bhavin Jindal</td>
</tr>
<tr>
<td>City of Montclair</td>
<td>John Dutrey</td>
<td>Tenice Johnson</td>
</tr>
<tr>
<td>City of Needles</td>
<td>Edward Paget</td>
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</tr>
<tr>
<td>City of Ontario</td>
<td>Alan Wapner</td>
<td>Debra Dorst-Porada</td>
</tr>
<tr>
<td>City of Rancho Cucamonga</td>
<td>L. Dennis Michael</td>
<td>Lynne Kennedy</td>
</tr>
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<td>City of Redlands</td>
<td>Toni Momberger</td>
<td>Denise Davis</td>
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<tr>
<td>City of Rialto</td>
<td>Deborah Robertson</td>
<td>Andy Carrizales</td>
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<td>John Valdivia</td>
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<td>David Avila</td>
<td>Bobby Duncan</td>
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<td>Robert Lovingood</td>
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<td>Janice Rutherford</td>
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<td>County of San Bernardino 5th District</td>
<td>Josie Gonzales</td>
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<tr>
<td>Town of Apple Valley</td>
<td>Art Bishop</td>
<td>Larry Cusack</td>
</tr>
<tr>
<td>Town of Yucca Valley</td>
<td>Rick Denison</td>
<td>Merl Abel</td>
</tr>
</tbody>
</table>
## 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>
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</thead>
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<tr>
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<td>Age of Firm (Y/N)</td>
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</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/ 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>
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<td>&gt; $15 million</td>
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</table>
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) 20-1002388 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 provided similar work or services from me or our firm.

Your firm has been identified as a reference and you are respectfully requested 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 in the questionnaire is very important and helpful in assisting our firm with SBCTA’s selection process. We sincerely appreciate your cooperation in this matter.

Sincerely,

________________________
Reference Name
Title
RFP 20-1002388
CONSULTANT REFERENCE CHECK

PROPOSING FIRM NAME__________________________________________

TO BE COMPLETED BY REFERENCED FIRM

<table>
<thead>
<tr>
<th><strong>Project Owner/Agency Name</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
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<tr>
<td>City</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>Contact Name</td>
</tr>
<tr>
<td>Phone</td>
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</tbody>
</table>

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

**What services did the firm/key person provide for the project?**

**Ratings:**

<table>
<thead>
<tr>
<th>Question</th>
<th>Rating Definition</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. How do you rate the firm’s/key personnel’s overall performance and technical competence in providing similar work?</strong></td>
<td>Took initiative, consistently demonstrated knowledge of the management consulting services on the “Project”, consistently anticipated and solved issues.</td>
<td></td>
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<tr>
<td><strong>Excellent (3)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Good (2)</strong></td>
<td>Demonstrated knowledge of Project, solved unexpected issues promptly, few mistakes.</td>
<td></td>
</tr>
<tr>
<td><strong>Satisfactory (1)</strong></td>
<td>Demonstrated knowledge of the Project, occasional unanticipated issues arose, some mistakes.</td>
<td></td>
</tr>
<tr>
<td><strong>Poor (0)</strong></td>
<td>Knowledge of the Project was lacking, issues remained unresolved, frequent mistakes.</td>
<td></td>
</tr>
</tbody>
</table>

**If the rating is Poor, please provide an explanation:**

| **2. What was the quality of the advice provided by the firm/key person?** | Consistently provided thorough and practical advice, anticipated issues we did not point out. |
| **Excellent (3)**                                                        |                                                                                              |        |
| **Good (2)**                                                             | Rarely had to redirect the firm/key person and advice provided was valuable and responsive. |        |
| **Satisfactory (1)**                                                     | Usually provided helpful information and advice.                                            |        |
| **Poor (0)**                                                             | Repeatedly had to be redirected and prompted to provide an adequate response.               |        |

**If the rating is Poor, please provide an explanation:**
<table>
<thead>
<tr>
<th>Question</th>
<th>Rating Definition</th>
<th>Rating</th>
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</thead>
<tbody>
<tr>
<td>3. How was the firm's/key person's independence projected and communicated with the Agency?</td>
<td>Excellent (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></td>
<td>Good (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>
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</tr>
<tr>
<td></td>
<td>Satisfactory (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>Poor (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>Excellent (3) Exceeded most expectations (knowledge of project requirements always apparent.).</td>
<td></td>
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<tr>
<td></td>
<td>Good (2) Exceeded some expectations (knowledge of project requirements frequently apparent.).</td>
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<tr>
<td></td>
<td>Satisfactory (1) Met expectations (knowledge of project requirement at times, but further research required).</td>
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<tr>
<td></td>
<td>Poor (0) Failed to meet expectations (knowledge of project requirements lacking).</td>
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<tr>
<td>5. How do you rate the firm's/key person's experience?</td>
<td>Excellent (3) Exceeded most expectations (always negotiated, resolved and processed change orders in a timely manner).</td>
<td></td>
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<tr>
<td></td>
<td>Good (2) Exceeded some expectations (always negotiated, resolved and processed change orders and most of the time).</td>
<td></td>
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<tr>
<td></td>
<td>Satisfactory (1) Met expectations (negotiated, resolved and processed change orders, but not always promptly).</td>
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<tr>
<td></td>
<td>Poor (0) Failed to meet expectations (negotiated, resolved and processed change orders, but</td>
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<tr>
<td>Question</td>
<td>Rating Definition</td>
<td>Rating</td>
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<tr>
<td>6. Were the required Services completed on time and to your satisfaction?</td>
<td>Excellent (3) Always on time or ahead of schedule.</td>
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<tr>
<td></td>
<td>Good (2) On time.</td>
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<td>Satisfactory (1) Occasionally late.</td>
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<td>Poor (0) Consistently late.</td>
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<td>If the rating is Poor, please provide an explanation:</td>
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<tr>
<td>7. Did the firm/key person's stay within budget?</td>
<td>Excellent (3) Always within budget.</td>
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<tr>
<td></td>
<td>Good (2) Most often within budget.</td>
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<td></td>
<td>Satisfactory (1) Somewhat within budget.</td>
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<td>Poor (0) Consistently over budget.</td>
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<td>If the rating is Poor, please provide an explanation:</td>
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<tr>
<td>8. How do you rate the firm's/ key person's task management and scheduling abilities?</td>
<td>Excellent (3) Exceeded most expectations.</td>
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<td></td>
<td>Good (2) Exceeded some expectations.</td>
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<tr>
<td></td>
<td>Satisfactory (1) Met expectations.</td>
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<tr>
<td></td>
<td>Poor (0) Failed to meet expectations.</td>
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<td>If the rating is Poor, please provide an explanation:</td>
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</tbody>
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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