



**SBCTA**

**REQUEST FOR PROPOSALS (RFP) 21-1002658**

**FOR**

**ARROW MAINTENANCE FACILITY HYDROGEN FUEL UPGRADE PROJECT  
CONSTRUCTION MANAGEMENT SERVICES**

**KEY RFP DATES**

<b>RFP Issue Date:</b>	<b>Tuesday, January 11, 2022</b>
<b>Pre-Proposal Conference Date:</b>	<b>Thursday, January 20, 2022 at 12:30 p.m.</b>
<b>Question Submittal Deadline:</b>	<b>Tuesday, January 25, 2022 at 4:00 p.m.</b>
<b>Proposal Due Date:</b>	<b>Thursday, February 10, 2022 at 2:00 p.m.</b>
<b>Interview Date:</b>	<b>Monday, February 28, 2022 – Tentative</b>
<b>Contract Award Date:</b>	<b>April 6, 2022</b>
<b>Notice To Proceed:</b>	<b>April 2022</b>



**January 11, 2022**

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS (RFP) 21-1002658  
“ARROW MAINTENANCE FACILITY HYDROGEN FUEL UPGRADE  
PROJECT CONSTRUCTION MANAGEMENT SERVICES”, (hereinafter  
referred to as “Project”)**

The San Bernardino County Transportation Authority (“SBCTA”) invites proposals from qualified firms to provide construction management services for the Arrow Maintenance Facility Hydrogen Fuel Upgrade 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 April 2022. 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](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 Vendor Portal 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 website. Please note that SBCTA will not be responsible for mailing any addenda, schedule updates or other information to any firm.

**Proposals are due on or before 2:00 p.m., Thursday, February 10, 2022.**

A Pre-Proposal Conference is scheduled for Thursday, January 25, 2022 , via Zoom. Interested firms are encouraged to attend the Pre-Proposal Conference, but no firm will be disqualified for failure to attend. Proposers that attend are asked to submit their information using this link <https://sanbag-lfweb.sanbag.ca.gov/Forms/Signin> within 24 hours of the meeting. 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., on Tuesday, January 25, 2022. All questions must be clearly labeled, “Written Questions – 21-1002658” and submitted electronically to:**

**Jenny Herrera - Procurement Analyst**  
**procurement@gosbcta.com**  
**RFP21-1002658**

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>). 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>.

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 21-1002658**

**FOR**

**ARROW MAINTENANCE FACILITY HYDROGEN FUEL UPGRADE PROJECT  
CONSTRUCTION MANAGEMENT SERVICES**

**I. PROPOSAL INSTRUCTIONS**

**A. INTRODUCTION**

The San Bernardino County Transportation Authority (“SBCTA”), is soliciting proposals from qualified firms (“firms” or “proposers”) to assist SBCTA with construction management services for the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project (“**Project**”).

**B. CONTACT INFORMATION**

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

**Jenny Herrera – Procurement Analyst  
SBCTA  
1170 W. 3rd Street, 2<sup>nd</sup> 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 **Thursday, January 20, 2022 at 12:30 pm**, scheduled via Zoom Interested firms are encouraged to attend the Pre-Proposal Conference, but no firm will be disqualified for failure to attend. Proposers that attend are asked to submit their information using this link <https://sanbag-lfweb.sanbag.ca.gov/Forms/Signin> within 24 hours of the meeting. However, all proposers will be held accountable for any addenda issued related to information and instructions given at the Pre-Proposal Conference.

Join Zoom Meeting

<https://gosbcta.zoom.us/j/81168279958?pwd=aGRVSFJEYVU2VTZDdkZnZFdRZkNtdz09>

Meeting ID: 811 6827 9958, Passcode: 450598

+16699006833,,81168279958#,,,\*450598# US (San Jose)

+12532158782,,81168279958#,,,\*450598# US (Tacoma)

#### **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](mailto:procurement@gosbcta.com), and they must be received by SBCTA no later than **4:00 p.m., on January 25, 2022**. 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 – 21-1002658”**. 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 will be posted 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”.

#### **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 Time and Materials 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**

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

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

**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**

Proposals are due at or before **2:00 p.m., on Thursday, February 10, 2022**. Proposals will be submitted electronically through SBCTA's Vendor Portal PlanetBids. To bid on this project, vendors must be registered with SBCTA's PlanetBids Vendor Portal website.

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

Please note that where two or more firms, persons or entities wish to submit one proposal in response to this RFP, they should do so on a prime/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 35 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:

<b>Documents not included in page count</b>
Table of Contents
Cover Letter
Memorandums from Subconsultants
SBCTA-provided Forms
Outside Cover
Section Dividers
Appendices

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:

- Certificate of Compliance With Insurance Requirements
- Disclosure of Campaign Contributions to Board of Directors
- Consultant Questionnaire
- Iran Contracting Act of 2010 Certification Form

**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 asked to provide 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](mailto: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 are asked to 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 **Monday, February 28, 2022** at SBCTA's office located at 1170 W. 3rd Street, San Bernardino, CA 92410 or via Zoom. 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](http://www.gosbcta.com), click on “Doing Business” then, under the heading “Important Documents,” click on “Policy 11000.”

## **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](mailto:procurement@gosbcta.com). Firms will have thirty (30) calendar days from the date identified in the written correspondence to request a debriefing.

## **VIII. PUBLIC RECORDS ACT**

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

## **ATTACHMENT A – “SCOPE OF WORK”**

**ARROW MAINTENANCE FACILITY (AMF) HYDROGEN FUEL UPGRADE PROJECT**  
**CONSTRUCTION MANAGEMENT SERVICES – SCOPE OF WORK**  
**RFP No. 21-1002658**

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## **1.0 INTRODUCTION**

### **1.1 Arrow Maintenance Facility (AMF) Hydrogen Fuel Upgrade Project (Project)**

The San Bernardino County Transportation Authority (SBCTA), in coordination with the Southern California Regional Rail Authority (SCRRA) is implementing the Arrow Maintenance Facility (AMF) Hydrogen Fuel Upgrade Project to facilitate the integration of a zero-emission multiple unit (ZEMU) rail vehicle into SBCTA's planned Arrow service. SBCTA is currently completing the constructing the AMF to service SBCTA's diesel multiple unit (DMU) rail vehicle fleet for the Arrow service, which will start operations in 2022. The SCRRA will operate and dispatch the Arrow service in coordination with SCRRA's existing Metrolink service. The proposed Project includes integration of the ZEMU rail vehicle into the Arrow service in 2024, and associated modifications and upgrades to the AMF to facilitate hydrogen (H<sub>2</sub>) storage, refueling, and required safety improvements.

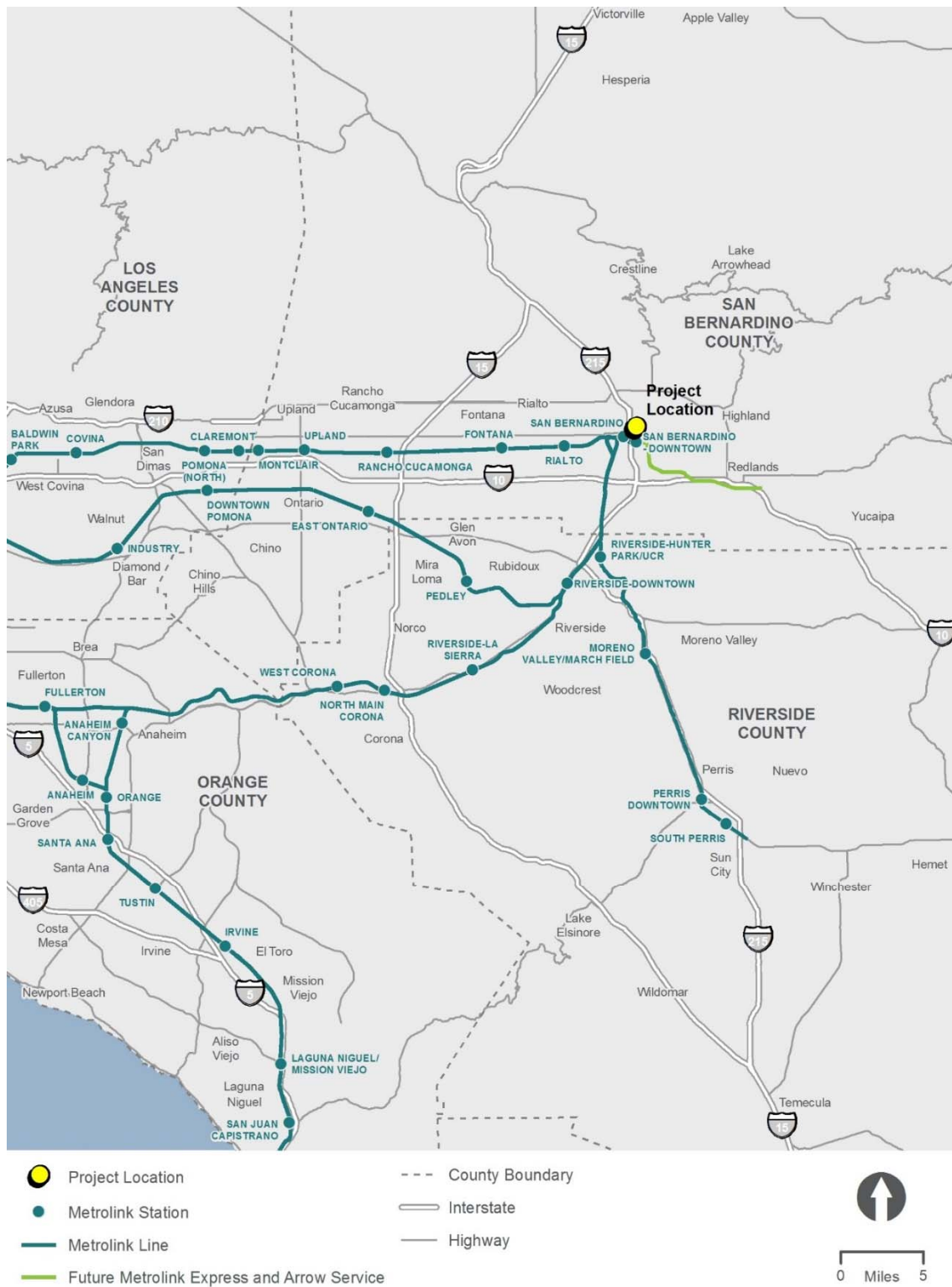
Project operations of the proposed ZEMU vehicle on SCRRA's San Gabriel subdivision would follow FRA safety regulations and integrate with the planned DMU and Metrolink passenger train service.

### **1.2 Project Location**

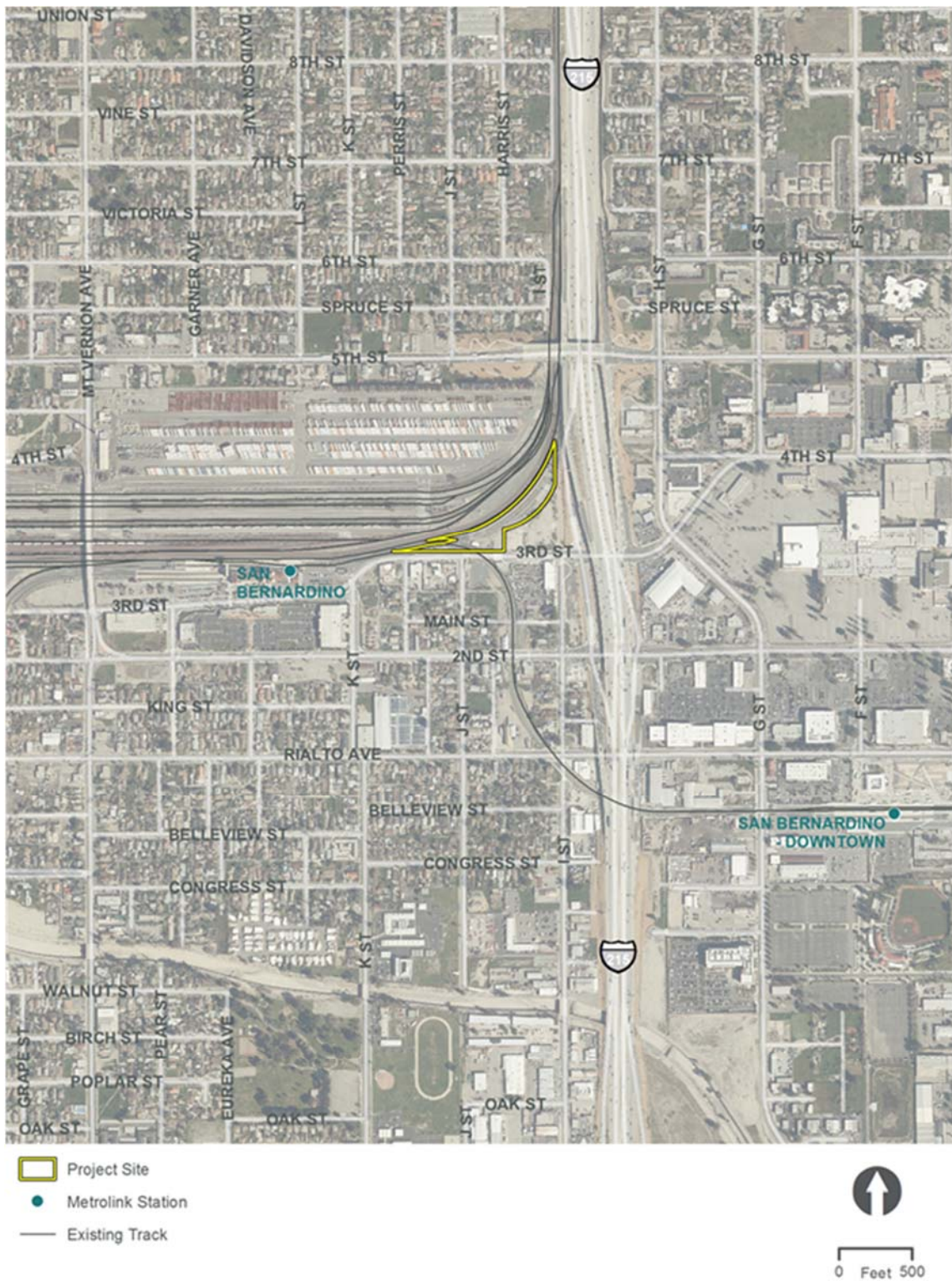
The AMF is located within the City of San Bernardino, California, near the intersection of North J Street and 3rd Street. The AMF site is located to the east of existing San Bernardino Santa Fe Depot and Metrolink Station Platforms. The Project area abuts existing railroad track infrastructure to the north, west, and south. Vacant, industrial-zoned land borders the AMF site to the east and an intermodal freight yard owned by the Burlington Northern Santa Fe (BNSF) Railway. A small residential community is located to the south of the AMF site and Third Street along North J Street and Kendall Avenue.

Much of the work would occur within the southern portion of SBCTA's existing AMF site (Assessor Parcel Numbers (APN): 013823113 and 013823114). Figure 1.1 shows the regional location of the Project. Figure 1.2 shows the Project's location in San Bernardino, the extent of the proposed improvements, and the Project study area. Figure 1.3 shows the Project Detail Map

**FIGURE 1-1 : REGIONAL LOCATION**



**FIGURE 1-2 : PROJECT LOCATION**





**FIGURE 1-3 : PROJECT DETAIL MAP**



### 1.3 Project Schedule

The current schedule for the Project reflects a revenue service date of *March 2024 with schedule reserve*. To that end, SBCTA intends to procure a construction contract for the fueling facility in *November 2021* and release an Invitation for Bids for maintenance facility upgrades in *July 2022*, award the contract in *November 2022*. Other key Project dates are anticipated as follows.

Phase/Project Component	Start	Finish
Environmental Analysis	January 2021	September 2021
AMF Building Retrofit Preliminary Engineering and Final Design	July 2021	June 2022
Maintenance Facility Upgrades	November 2022	August 2023
Hydrogen Fueling Station	April 2022	October 2023
Vehicle Procurement	November 2019	March 2024
Anticipated Start of Revenue Service	Mach 2024	

### 1.4 Summary of Consultant Services

The Construction Management Consultant (CONSULTANT) will provide qualified construction management and inspection, materials testing, and contract administration for the entire Project as outlined in this Scope of Work.

The construction administration function is to assure compliance with the technical and administrative provisions of each construction contract. The CONSULTANT will prepare a detailed Construction Management Plan (CMP) that will detail safety, quality, change management cost control of all construction activities and contract administration. The CMP will be implemented in conformance with all federal and state regulations, including quality assurance, quantity control, materials testing, source inspection, structural and architectural inspection, and compliance with county, state and federal requirements covering contract procedures and fair employment.

The CONSULTANT will oversee the construction of the Project. The CONSULTANT is responsible for overseeing the activities of all the construction work by the general contractors. SBCTA intends to award separate construction contracts for the hydrogen fueling station and the AMF building retrofit (individually, “Construction Contractor” and collectively, “Construction Contractors”). The CONSULTANT will support both as a single Project. The intent is to bring on the CONSULTANT to assist with constructability and bid-ability review and to allow the CONSULTANT team to be familiar with the project and organizationally prepared for the start of construction.

## **1.5 Reporting Structure and Other Project Consultants**

The CONSULTANT will report to and receive direction from SBCTA through the PMC Project Manager in accordance with the Project Management Plan, which is attached hereto as Exhibit A and incorporated by reference herein. The PMC Project Manager is responsible for coordination of all SBCTA construction activities and for coordinating the efforts of the total construction team. The PMC Project Manager will be the main contact and primary source of information between the CONSULTANT and SBCTA and other consultants working on the Project, and Project stakeholders.

MOTT MACDONALD is the Project Management Consultant (PMC) for the Project. The PMC provides project management, oversight, expertise and technical support to ensure that the Project advances through the project development, engineering, and construction phases and is ready for revenue service operations. The PMC will serve as integrated staff resources to SBCTA to support the management and oversight of project development, engineering, construction management, and construction contractors to be procured by SBCTA through separate procurements.

The public awareness campaign for the Project, which focuses on providing hydrogen education of hydrogen use in transportation to residents, businesses and other stakeholders, will be led by SBCTA's Legislative and Public Affairs department, through an on-call consultant.

## **2.0 STAFFING REQUIREMENTS**

### **2.1 General**

The CONSULTANT is expected to provide the necessary personnel to administer the construction support services and to assign qualified field personnel to perform the requested services. The scope of responsibility and the total number of personnel assigned to each phase is left to the discretion of the CONSULTANT.

### **2.2 Project Manager**

The CONSULTANT will provide a full-time Project Manager to coordinate CONSULTANT operations with SBCTA. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Project Manager will also serve as the Resident Engineer. The Resident Engineer will be responsible for all construction management and construction activity within the Project. The Project Manager must be licensed as a Professional Engineer in the State of California at the time of proposal submittal and through the duration of the CONSULTANT Contract.

### **2.3 Staffing Plan**

#### **2.3.1 PROPOSAL REQUIREMENTS**

The Proposal shall include a staffing plan, organization chart and resource-loaded schedule, all of which will be incorporated by reference into the CONSULTANT Contract. These submittals will demonstrate the firm's ability to appropriately staff and manage the Project.

### **2.3.2 QUALITY AND QUANTITY OF STAFFING**

SBCTA and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. The number of CONSULTANT personnel assigned to the Project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the Project schedule, Project requirements, and construction activities.

The staffing plan will include, in addition to the Project Manager, Construction Management Quality Assurance Representative, and all other engineers and inspection personnel who will be assigned to direct and coordinate all Project-specific field activities and responsibilities as needed for CONSULTANT's satisfactory performance on the Project.

### **2.3.3 RESUMES AND SBCTA APPROVALS**

Resumes of personnel must be submitted to SBCTA and if applicable, SCRRA, for review and approval prior to assignment to the Project. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SBCTA. If, in the opinion of SBCTA, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time as the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to SBCTA, SBCTA may release the individual by written notice and may request another qualified person be assigned.

## **2.4 Key Personnel**

The Project Manager and Construction Management Quality Assurance Representative will be Key Personnel. In addition, Key Personnel may be identified by SBCTA and the CONSULTANT. Key Personnel shall not be transferred from the Project unless approved in writing by SBCTA. SBCTA shall have the authority to penalize CONSULTANT up to \$25,000 for removal of key CONSULTANT staff from the Project without prior SBCTA approval. If CONSULTANT personnel are on leave of absence, the Project Manager shall provide equally qualified replacement personnel until the assigned personnel returns to the Project.

## **2.5 Availability and Work Hours**

The typical workday includes all hours worked by SBCTA's Construction Contractor including nights and weekends. The Construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CONSULTANT's personnel. On days when work is not performed by the Construction Contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SBCTA Project Manager. The Project Manager, with prior concurrence from SBCTA, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the Construction Contractor.

Unless otherwise directed by SBCTA, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SBCTA. All overtime pre-planned by CONSULTANT personnel shall be approved and authorized by SBCTA prior to each occurrence. If extraordinary circumstances require



CONSULTANT over- time, the time along with an explanation shall be submitted to SBCTA within five (5) working days of the incident.

### **3.0 PERFORMANCE STANDARDS**

#### **3.1 Legal Compliance**

All services required herein shall be performed in accordance with Federal Transit Administration (FTA), and where applicable, California Department of Transportation (Caltrans) guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

#### **3.2 Consultant Personnel**

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SBCTA, State, Federal, and City officials during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications and all appropriate State and Federal rules and regulations. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

Construction team member's conduct shall be professional, ethical, and business-like during all contact between Agency representatives, the Contractor, the public, and any other parties involved with the project. The Resident Engineer (RE) shall handle normal contact and day-to-day flow of correspondence with the Contractor. Construction Management field staff (i.e., RE, office engineers, and inspectors) shall control all project records at the field office in accordance with the Construction Management Plan (to be developed) procedures.

### **4.0 DUTIES AND RESPONSIBILITIES**

#### **4.1 Primary Construction Management Assignments**

The CONSULTANT is responsible for oversight and management of the construction for the Project. The construction management team's primary assignments are as follows, and as more fully described in this Scope of Work:

1. Verify the scope of work is constructed in accordance with the contract documents
2. Oversee the work to ensure it is performed in a safe and productive manner
3. Verify design changes and responses to submittals and Requests for Information (RFI) are submitted to the contractor in a timely manner
4. Confirm the claims avoidance and mitigation techniques are implemented. The Contract is administered in a fair and equitable manner and contractual actions are accurately documented.
5. Always safeguard the best interests of SBCTA Coordinate all safety related matters between the safety program and the contractors
6. Verify constructed facilities and systems meet applicable inspection and test requirements of the quality program

7. Confirm construction contractors effectively implement SBCTA approved QC Programs

## **4.2 Project Phases**

Construction Management activities will be performed in three project phases as generally outlined below and throughout this Scope of Work. This generalized scope of work does not list all of the CONSULTANT responsibilities. CONSULTANT shall provide complete and comprehensive construction management services for each phase of work, for each construction contract issued by SBCTA to complete the Project.

### **4.2.1 PRE-CONSTRUCTION SERVICES**

The duties will include:

1. Constructability review of PS&E and Special Provisions
2. Bid-ability review
3. Pre-Bid and Contract award support
4. Participating in and providing input for meetings and correspondence for various agencies.

### **4.2.2 CONSTRUCTION SERVICES**

The duties will include:

1. Administration of construction contracts
2. Coordinate communications between the contractor and all other project participants
3. Public outreach support
4. Coordination with the PMC engineering manager for design support during construction
5. Resident Engineering services
6. Field inspection
7. Office engineering to process, collect, and maintain project communications and records
8. Quality assurance inspections and management of independent quality assurance testing
9. Quality assurance surveying (i.e. verification, control point, and benchmark survey)
10. Liaison with affected stakeholders including government agencies and utilities
11. Analysis and approval of contractor construction schedules and progress payments
12. Review and negotiation of contract changes, disputes, maintenance of project record files and documentation
13. Perform environmental compliance management/mitigation

14. Labor compliance oversight and assist with enforcement
15. Systems inspection, testing, commissioning, start-up support services
16. Monitor construction work in accordance with third party agreements and utility relocation agreements
17. Completion of aerial photos of the construction site quarterly

#### **4.2.3 POST-CONSTRUCTION SERVICES**

The duties will include:

1. Tabulate contract work that is either incomplete or requires remedial action for final acceptance
2. Collect and organize records of material testing, inspection and certifications
3. Assist with resolution of change orders
4. Establish dates of substantial completion and final completion
5. Participate in assessing liquidated damages, back charges or similar adjustment to the final contract value
6. Review and approve final progress payment with required documentation
7. Enforce manufacturer warranties
8. Ensure as-built drawings are created and properly stored

#### **5.0 PRE-CONSTRUCTION SERVICES**

During the Pre-Construction phase, the CONSULTANT will complete the following tasks:

1. Create a complete Construction Management (CM) Plan and Procedures Manual modeled after similar maintenance facility projects. At a minimum, it should address the control and management of construction- related documents including: Requests for Information; Change Orders; Contractor Submittals; Construction Photos; Operations and Maintenance Manuals; As-built drawings and Project Record Documents. This document shall follow and implement appropriate guidelines in the latest FTA "Project and Construction Management Guidelines."
2. Perform constructability analysis of the construction documents. Mott MacDonald will support this analysis and coordinate with the CONSULTANT on appropriate plan, specification and bid item revisions.
3. Participate in risk management sessions to identify and mitigate against construction risk and hazards.
4. Per the specifications, create a project construction schedule detailing phasing and tasks and sub-tasks for each phase. Include all work items from Construction Contractor, SBCTA, third parties and CONSULTANT work items.

5. Assist SBCTA and Mott MacDonald in responding to bid addenda, and bid analysis, pre-qualification of contractors, and recommend award of the construction contracts to the Board.
6. Prior to construction and during the constructability reviews, coordinate with Mott MacDonald in conducting an existing conditions surveys identifying potential adverse impacts to schedule and costs and report theses to SBCTA.
7. Assist SBCTA with coordination of the pre-bid meeting. Assist in responses to contractor's questions during the bid period.
8. Attend pre-construction meetings as requested.
9. Document existing conditions through digital still photography and submit all photos in digital format to SBCTA prior to start of construction.
10. Perform site reconnaissance and review contract document provisions for site access, staging, parking, utilities, etc. and make recommendations for items to be included in the construction contract documents.
11. Monitor all Construction Environmental Control Plan requirements (address all NEPA/CEQA mitigation and permit requirements as listed in the specifications) with Mott MacDonald.
12. Prior to construction, assist SBCTA/Mott MacDonald with environmental surveys (prior to start of construction).
13. Prepare a CM Quality Assurance/Quality Control (QA/QC) Plan, including review and audits of construction contractor QA/QC plan. The CONSULTANT's QA/QC Plan shall be developed in accordance with "FTA-MA-06-0189-92-1 Quality Assurance and Quality Control Guidelines." and.
14. Review contract requirements for Contractor Safety Plan used to govern job-site safety during the construction process.
15. Review project specific testing requirements to be included in the construction contract documents. These will be utilized to ensure that all job materials and construction activities are being reviewed and tested.
16. Review contract specific and overall project start-up and test procedures that will be included in the construction contract documents. These procedures shall comply with all state and federal agency requirements necessary to make the completed project ready for revenue service.
17. Review systems verification, testing and start-up plan.
18. Review hazardous material identification, notification and remediation policy referenced in the construction contract documents and used to facilitate prompt and legal disposal of job-site hazardous materials during the construction process.

19. Review the draft Storm Water Pollution Prevention Plan (SWPPP), in accordance with the State Water Resource Control Board requirements.
20. Verify that all required permits, easements, utility relocation agreements, cooperative agreements, and memorandums of understanding (MOU's) are complete and the associated requirements are incorporated into the construction plans and special provisions.
21. Review PMP to assist in understanding federal requirements for construction management procedures and reporting.

## **6.0 CONSTRUCTION SERVICES**

### **6.1 Document Control**

CONSULTANT will adhere to SBCTA document control procedures and maintain hard copies of records. All documents are to be scanned and saved electronically in the field with weekly backups maintained off site.

### **6.2 Submittals, Nonconformance Reports (NCR) and Requests for Information (RFI)**

CONSULTANT will review Construction Contractor submittals for quality and completeness, as well as process and track the submittals according to the Construction Contract. Mott MacDonald has a supporting role in responding to RFIs and reviewing non-conformance reports and also in reviewing Construction Contractor submittals and shop drawings for adherence to design and specifications. CONSULTANT will coordinate and transmit RFIs and submittals to the Mott MacDonald as directed by SBCTA. CONSULTANT will facilitate timely review of the following submittals by the Construction Contractor.

1. Progress Payments: Review/approve/reject contractor's monthly progress payment requests. Measure and track quantities installed for all unit rate items and maintain Schedule of Values progress payment in FTA format.
2. Monitor permits, submittals, shop drawings, material procurement, RFIs, bulletins, change requests, change orders, schedules, and recovery plans, coordination with agencies, jurisdictions, utilities, and Engineer of Record.
3. Changes/Claims: Recommend and implement change orders and claim avoidance practices. Analyze, negotiate, facilitate settlement of claims, and process change orders in a timely manner in accordance with the approved PMP procedures. Mott MacDonald will revise design documents as required.
4. Track/analyze/report on contractor/subcontractor lien releases.
5. Contractor Insurance: Track policies and renewals including subcontractors.
6. Labor Compliance and Disadvantaged Business Enterprise (DBE) Monitoring: Support SBCTA by obtaining certified payrolls; ensure that DBEs and UDBEs are performing designated work. Obtain contractor's DBE compliance reports. Track and document

contractor compliance with prevailing wages and Equal Employment Opportunity (EEO) including performing field interviews of contractor personnel.

### **6.3 Additional Compliance Tracking**

1. Construction Safety and Security: Review contractor's site-specific Safety and Security Plans. Monitor, document, and prepare accident reports. Observe and document in an incident log contractor's compliance with the project safety plan.
2. Storm Water Pollution Prevention (SWPPP): Track compliance with the project SWPPP (and/or Water Quality Control Plan (WQCP)). Perform site inspections to ensure Best Management Practices (BMPs) have been implemented as outlined in the SWPPP/WPQP and that they are properly installed and performing correctly. Perform weekly or daily inspections during the rainy season. Perform run-on/run-off sampling and testing if required by the SWPPP/WQCP.
3. CONSULTANT shall monitor for Contractor's compliance with the labor standards provisions of the Projects and the related wage determination decisions of the Secretary of Labor.
4. CONSULTANT personnel shall assist SBCTA and local agencies in obtaining compliance with the safety and accident prevention provisions. CONSULTANT will coordinate traffic handling with local agencies if necessary.

### **6.4 Geotechnical Services**

Provide construction related geotechnical services necessary to monitor compliance with contract requirements as necessary.

### **6.5 Systems Inspection, Testing Commissioning and Start Up**

Complete manufacturers quality audits, test reports, safety certifications, and verify as-built drawings and calculations. The CONSULTANT shall also coordinate with SBCTA and SCRRRA in implementing both construction phase and start-up phase testing as necessary. The CONSULTANT shall submit timely reports on problems, progress, and completion of the start-up testing shall be submitted to SBCTA. The CONSULTANT shall also provide technical assistance to SBCTA and coordinate the interface between construction and operations personnel for the start of revenue service.

### **6.6 Survey Support (QA/QC) Services**

Monitor construction contractor compliance with surveying requirements; verify layout and controls, perform independent survey checks of line and grade, spot check contractor reference points and verify location and preservation of the critical baseline survey points prior to and after construction (SBCTA provides construction control surveys). The CONSULTANT shall include a California licensed surveyor on the CONSULTANT team to provide these services and additional one baseline surveys in the event that the Construction Contractor's survey cannot be relied upon. CONSULTANT will provide one set of construction staking for all aspects of the construction. Additional staking will be at the contractor's expense. CONSULTANT shall review and provide Quality Assurance and Quality Control of the Contractor's construction surveys for the Project.

## **6.7 Communication**

CONSULTANT is responsible for interfacing, coordination, and communication of all activities during construction, and to keep SBCTA well informed at all times. This effort of interfacing, coordination, and communication includes but is not limited to: utility companies; community relations (SBCTA and CONSULTANT); labor organizations; cities and the County; SCRRA; Engineer of Record; architects, artist and other agencies; CONSULTANTS; and other entities associated with the Project.

## **6.8 Design Consultant Coordination**

Coordinate with Mott MacDonald to facilitate prompt resolution to design and construction related issues.

## **6.9 Utility Coordination**

Assist Construction Contractor and coordinate Project utility requirements with Mott MacDonald. Assist SBCTA with coordination of Southern California Edison for required utility service upgrade. Provide knowledgeable utility field inspectors to oversee utility design, and integration of required changes to resolve utility conflicts. These inspectors will be required to coordinate interface milestones, work windows, and monitor the overall efforts of Construction Contractors.

## **6.10 Maintenance of Traffic and Access to Private Property**

CONSULTANT will review Construction Contractor's Traffic Plans (Detours and Lane Closures), assist with resolution of issues, and assist with coordination of the traffic plans with the roadway agencies (City of San Bernardino and Caltrans) and adjacent property owners.

## **6.11 Weekly Progress Reports**

Prepare weekly progress reports to include daily dairies, project/contract status, deficiency logs, field change notices, new and outstanding issues, actions to be taken, schedule update, calendar days spent and remaining, claims evaluation, and status of all logs including submittals, RFIs, contract change order documents, drawing registers/control logs, etc.

## **6.12 Monthly Progress Summary Reports**

CONSULTANT will prepare Monthly Progress Summary Reports indicating CONSULTANT and Contractor's contract status, job site conditions, specific conditions encountered, corrective measure taken, progress and record photos, manpower reports, construction schedule update (including narrative), current project cost, and projection of cost including potential change orders, issues and resolutions, itemize all to-date project costs and forecast project costs by totaling base contract payments. It should also include any critical issues requiring action by discussing and prioritizing issues and setting action responsibilities identifying any significant problems with the budget or staffing. Reports will be submitted to the SBCTA.

## **6.13 Aerial Photos**

CONSULTANT will prepare aerial photos of the Project site on a quarterly basis. A report will be submitted to the SBCTA.

## **6.14 Significant Problems**

CONSULTANT shall immediately notify SBCTA of any significant construction problem

that may impact cost, schedules, relations with other entities, or accidents. This notification shall, as soon as practicable, include written recommendations on options to resolve the problem.

#### **6.15 Conferences and Meetings**

The CONSULTANT will conduct weekly progress, pre-work, weekly safety, and third-party coordination meetings. Conduct and produce meeting minutes and action item lists for weekly contractor progress review meetings for submittal to SBCTA. Provide agendas to include the weekly progress report elements.

#### **6.16 Partnering Program**

Prepare, coordinate, facilitate and participate in Partnering Program and conferences at the onset of construction and throughout the duration of construction activities with SBCTA, Mott MacDonald, all Construction Contractors, and other key Project stakeholders. This Program shall promote teamwork and open lines of communication to facilitate the successful completion of the Project.

#### **6.17 Public Affairs**

CONSULTANT will assist SBCTA in providing community outreach to educate the public on the impact of construction work in their local area. Provide support for preparing presentations to cities, agencies, municipalities, SBCTA Board, the public and others as directed. Further, meet and confer with SBCTA Public Outreach Liaison on a regular basis and provide weekly information on potential project impacts to the community.

#### **6.18 Tailgate Briefings – Construction Schedule**

CONSULTANT will coordinate and monitor the need for tailgate briefings based on the construction schedule. The CONSULTANT will schedule the briefings between the Contractor and the Mott MacDonald. Additionally, the CONSULTANT will notify SBCTA of the need for a briefing and include SBCTA in the briefing.

#### **6.19 Schedule Control**

1. Review and monitor contractor's schedule for accuracy, compliance, completed work, and forecast reasonableness.
2. Expand and maintain the Primavera CPM Master Project planning and construction overview schedule to include individual construction contracts with milestones and start-up activities.
3. Review and approve baseline construction schedules, monthly schedule updates, and 3-week look-ahead schedules submitted by contractors for compliance with the construction contract specifications.
4. Provide assistance to develop work-around schedules or recommend other measures required to mitigate delays or expedite the schedule.
5. Review and approve delay analyses submitted by contractors for change order work.



6. Prepare monthly report summarizing contractor progress, critical path analysis, and contractual milestone comparisons of baseline versus current schedule, and resource and cash flow projections.

#### **6.20 Cost Control and Estimating**

1. Maintain an up-to-date trend system that identifies all potential cost (and cost of schedule) impacts and forecast to complete.
2. The CONSULTANT is responsible for construction contract administration activities, field review and verification of work in place, review and approval of contractor' payment requests, and the negotiation and recommended approval of certain change orders in accordance with approved guidelines. Develop and maintain logs at the field office sites of all-active contract change orders, claims, trends, bid item adjustments, and incurred cost. At the end of each reporting period, CONSULTANT will provide a summary of these logs. The summary will show the cumulative totals of the above logs for each contract.
3. Prepare monthly, a three-month look ahead Project Staffing Projections to effectively monitor and compare the CONSULTANT costs to the original proposed Work Plan and Budget.
4. The CONSULTANT will assist in, or participate in negotiations for contract change orders, including but not limited to preparing an independent cost estimate to help establish a price for extra work and delays. The fair and reasonable cost estimate will be used as a basis for the change order negotiations, and as backup documentation.
5. In preparing cost estimates, the CONSULTANT will prepare and maintain complete documentation establishing the basis of the estimates. This documentation prepared in accordance with FTA requirements shall include the basis for all labor, material and equipment costs. Costs shall include all applicable direct and indirect costs, including negotiated profit margins. Any cost necessary to reflect the unique or unusual characteristic of the change order shall be included.

#### **6.21 Inspection Control**

1. Provide on-site daily inspections and thorough documentation to check the quality and quantity of the work performed by all trades and guard SBCTA against defects and deficiencies in the work of the contractors. Inspect workmanship, quality, construction means, methods, techniques, and sequences to evaluate the contractor's compliance with the requirements of the construction documents and recommend necessary remedial action to SBCTA and the Contractor.
2. Prepare daily field reports detailing weather conditions, status of work, and the location and type of work performed by the Contractor. For each daily work activity, document the number and classification of craft labor, supervision, equipment and materials used.

3. Any construction work not properly inspected and tested shall be grounds for removal of the CONSULTANT or specified personnel.
4. Routine responsibilities associated with providing inspection during construction include, but are not limited to, the following:
  - a. Provide daily inspection and documentation of job-related activities.
  - b. Prepare and maintain thorough daily inspection reports.
  - c. Provide continual review of plans and specifications to identify discrepancies, and ambiguities, omissions, or conflicts in plans, specifications, and bid schedules that may generate misinterpretations and/or lead to disagreements.
  - d. Provide inspection oversight for utility relocations performed by non-SBCTA contractors. Coordinate work schedule with contractor for testing and surveying.
  - e. Document information related to manpower, equipment, and time for extra or force account work or claim monitoring.
  - f. Attend and document contractor tailgate safety meetings.
  - g. Observe and enforce safety attire compliance requirements and on-track safety certification.
  - h. Confirm accurate measured quantities and review pay estimates submitted by the contractor.
  - i. Provide electronic pictorial and video logbook of construction activities.
  - j. Report all discrepancies requiring corrective actions to SBCTA.
  - k. Meet with contractor to review proposed work and schedule required inspection.
  - l. Provide monthly inspection of contractor's As-Built drawings.
  - m. Maintain separate As-Built drawings.
  - n. Develop "Punch List" items and follow-up with corrective measures.

#### **6.22 Material Sampling and Testing (if needed)**

1. CONSULTANT will provide QC, obtain laboratory testing services, and provide independent verification of contractor compliance with specifications.
2. The CONSULTANT shall maintain primary responsibility for verification testing for contract compliance of materials sampling and testing. The Construction Contractors have the primary responsibility for materials sampling and testing. The CONSULTANT shall satisfy themselves that the Construction Contractor's test, frequency of test, re-tests, and results comply with contract specifications. All materials sampling and testing

documentation shall be reviewed by the CONSULTANT. A copy of all tests shall be maintained in the Project file.

3. CONSULTANT shall provide verification tests as deemed necessary. The Testing Laboratory personnel shall be qualified and certified as applicable with field testing capabilities for soil, concrete, asphalt, welding, and materials testing to complement the CONSULTANT's field inspection staff. The scope of testing shall include, but not be limited to on-site inspections and sampling, laboratory materials testing, and off-site source testing and inspection as needed. All test results shall be timely and accurate, so that the contractors work is not impacted.
4. The following represents the minimum anticipated Field Materials Sampling and Testing Requirements:
  - a. Soil – Compaction/Density/Moisture/Resistivity
  - b. Concrete – Materials/Cylinders/Slump/Air Entrainment
  - c. Asphalt Concrete – Yield
  - d. Masonry – Grout/Mortar Test/Reinforcing Steel
  - e. Coring – Asphalt/Concrete

#### **6.23 Quality Assurance/ Quality Control (QA/QC)**

1. The CONSULTANT will submit to SBCTA for approval a QA/QC Plan within 45 calendar days after NTP. The CONSULTANT's QA/QC Plan shall identify the individual(s) responsible for QA/QC activities for this contract. The representative shall be responsible for monitoring all construction quality activities for the project and have the authority to act in all issues relating to quality. The representative shall be fully qualified by certification and/or experience and technical training to perform the necessary quality review and monitoring activities and fully implement the QA/QC Plan. The CONSULTANT's QA/QC Plan shall be developed in accordance with "FTA-MA-06-0189-92-1 Quality Assurance and Quality Control Guidelines" and shall be consistent with SBCTA's Program Management Plan (PMP) and Quality Assurance Program.
2. Review and accept Construction Contractors' QA/QC plan. Audit the contractor's compliance with the accepted QA/QC Plan.
3. The QA section of the CONSULTANT's program will identify all planned and systematic actions necessary to ensure that the scope of work requirements are met to ensure quality throughout all phases of construction. The QA Plan shall identify actions ensuring that equipment and staffing are capable of performing tasks related to the Contract and documenting the quality efforts.
4. The QC section of the CONSULTANT's program shall identify the operational techniques and activities, inspections, tests, documentation and other processes that will be used to fulfill requirements specified in the QA section. Provide Resident Engineers, QC inspection, and materials compliance with QA/QC plan and specifications.

#### **6.24 Project Liaison and Coordination**

The CONSULTANT will support SBCTA staff in coordinating program activities and maintaining good working relationships with the following:

- The general public
- FTA
- SCRRA
- CalSta/Caltrans
- SCAQMD
- Fire Authority and First Responders
- Other local and state agencies
- Utility companies
- Private companies and entities that might be affected by Project construction or implementation

#### **6.25 Environmental Mitigation Compliance Inspection and Reporting**

1. Follow construction environmental control plan requirements, ensure contractor compliance with environmental permits such as discharge permits and erosion and sedimentation control requirements, mitigations, monitoring and sound management practices. Provide other environmental compliance services requested by SBCTA
2. CONSULTANT shall also conduct tailgate briefings on select environmental topics, if necessary, prior to construction in sensitive areas or in response to ongoing compliance issues. These tailgate briefings should generally be held in coordination with construction tailgate briefings and should simply serve as reminders of key environmental concerns or requirements

#### **6.26 Prevailing Wage Monitoring**

1. All contracts are subject to Federal and State prevailing wage laws. The CONSULTANT shall be responsible for the day-to-day administration of all Prevailing wage requirements on all construction contracts for the project.
2. The CONSULTANT shall have procedures and processes to verify that the weekly certified payrolls are received for all covered construction workers, including all prime and sub-contractors.
3. CONSULTANT shall notify SBCTA of any irregularities in the construction contractors' adherence to prevailing wage requirements. In the event of contractor noncompliance with payroll submittal and any other prevailing wage requirements, the CONSULTANT shall prepare written notifications to the Prime Contractors itemizing any deficiencies, defining the remedies and noticing of applicable progress payment withholdings and penalties associated with the noncompliance.

## **7.0 POST-CONSTRUCTION SERVICES**

### **7.1 Contract Closeout**

1. Perform final inspection and testing.
2. Prepare comprehensive punch list, resolve outstanding issues, address changes and deficiencies and monitor corrections to completion.
3. Coordinate and schedule final inspections.
4. Balance Change Orders and prepare proposed final estimate. Review and process final payment request.
5. Receive, review, approve, and transmit O&M Manuals from contractor to SBCTA.
6. Produce and issue relief of maintenance and responsibility letter to contractor when authorized.
7. Receive, review, correct, and transmit As-Built Drawings from contractor to SBCTA.
8. Coordinate completion of final reproducible record set of drawings.
9. Receive, review and transmit Warranty/Guarantee documents from contractor to SBCTA.
10. Obtain final acceptance from SCRRA, utility companies, and any other relevant Project stakeholders.
11. Produce and issue Final Acceptance to contractor when authorized by SBCTA.
12. Continue claims support in the event that issues are not resolved prior to construction completion.
13. Assess liquidated damages in the event that the contractor exceeds his allowable number of working days.
14. Expedite closeout process and prepare final closeout report.
15. As-Built Drawings: Ensure construction contractor maintains as-builts and coordinate with Mott MacDonald. Document and track all design changes. Review final as-built drawings prepared by Mott MacDonald to ensure all changes have been incorporated. Verify that all work was completed in conformance with the plans and specifications and provide a letter to SBCTA to this effect.

### **7.2 Warranties**

CONSULTANT will monitor and track warranties.

## **8.0 DELIVERABLES**

1. Inspector daily reports, extra work daily diaries and Resident Engineers' daily diaries.
2. Monthly Project Activity Summary Reports.
3. Quarterly aerial photos of the Project site.
4. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
5. Contractor final payment documents, delivered to SBCTA no later than ten (10) working days after acceptance by SBCTA of the completed construction Project.
6. All Project files, Project reports, correspondence, memoranda, shop drawings, Project logs, project photo and logs, change order data, claims and claim reports, and Contractor payment records.
7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.
8. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SBCTA with the Project files.

## **9.0 EQUIPMENT AND MATERIALS**

### **9.1 Provided by Consultant**

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items shall be considered part of the CONSULTANTS overhead.
2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved.
3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate.

5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
  - A. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
  - B. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating rail and construction zone environments.
  - C. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.

## **9.2 Provided by SBCTA**

SBCTA will provide three (3) copies of all Project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer files, and contracts. In addition, SBCTA will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents. SBCTA will provide copies of all previously secured permits and Project authorizations.

## **10.0 LIMITATIONS TO AUTHORITY**

### **10.1 No Authority**

CONSULTANT does not have the authority to take any of the following actions.

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by SBCTA.
3. Conduct or participate in tests or third-party inspections; except as authorized in writing by SBCTA.
4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the Project.

8. Offer or receive incentives, inducements; or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

## **10.2 Third-Party Relationships**

This Contract is intended to provide unique services for a specific project. In the development of the Project, SBCTA has worked closely with various professional CONSULTANTS, agencies, and others in the preparation of the construction documents and other Project-related materials. SBCTA, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. CONSULTANT shall take direction **only** from SBCTA and shall regularly inform **only** SBCTA of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with Stakeholders, City or County representatives, the design engineer, Project CONSULTANTS, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SBCTA enjoys a close relationship with, and has considerable confidence in, the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SBCTA. All oral and written communication with outside agencies or CONSULTANTS related to the Project shall be directed only to SBCTA. Distribution of Project-related communication and information shall be at the sole discretion of SBCTA representatives.

## **11.0 CONSTRUCTION SAFETY**

Safety and security are to be priorities in conducting all work on the WVC BRT Project to ensure the safety and security of employees, the public and emergency responders during the design, construction, and operation of the project. A Safety & Security Management Plan [SSMP] and a Safety and Security Certification Plan [SSCP] (currently in development) will form a framework for the integration of safety and security throughout each phase of the Project lifecycle.

### **11.1 Safety and Security Management Plan**

The CONSULTANT will administer the SSMP in accordance with the FTA requirements of Guidance Circular 5800.1. It documents the policies and procedures that will be implemented to ensure all facility and systems design, construction, testing, training, certification, and documentation associated with the project is completed, that all “work around” procedures are in place if any, and all required certifications have been properly authenticated prior to the commencement of revenue service. Furthermore, the SSMP describes the process through which safety and security activities are integrated into the overall project management process; it documents the project’s planned approach:

- To identify all safety and security tasks that will be performed throughout the project;
- To designate project personnel with responsibility for safety and security;
- To assign personnel and resources for their performance;



- To develop policies and procedures for management review and evaluation of safety and security activities.

The CONSULTANT may participate in the Safety and Security Review Committee and a Fire/Life Safety and Security Committee will be established and continue to meet on a regular schedule. These and other committees will govern safety and security activities as required by the SSMP.

## **11.2 Safety and Security Certification Plan**

The CONSULTANT will assist in administering the SSCP in accordance with guidelines set forth in the FTA Handbook for Transit Safety and Security Certification. The SSCP documents the processes and procedures that will guide Safety and Security Certification of the project prior to the initiation of revenue service. A thorough certification process will verify that the project is designed, constructed, and tested in accordance with industry standards of safety and security.

Safety and Security Certification is the process to confirm that the hydrogen fueling station and retrofit to the maintenance building is deemed safe for, employees, emergency service personnel, and the general public. The certification process functions as the assurance and validation portion of the SSMP and serves to verify satisfactory compliance with a set of formal safety and security requirements.

The certification process, described in detail in the SSCP, includes the following steps:

- Design criteria verification
- Construction conformance verification
- Testing and inspection verification
- Hazard and vulnerability resolution verification
- Operational readiness verification
- Development of Final Safety and Security Certification Verification Report

## **11.3 Safety and Security Risk Evaluation**

CONSULTANT will assist in the safety and security risk evaluation will be performed to identify potential safety and security issues with the proposed system and eliminate or minimize the risks associated with those issues through design or procedural mitigations or controls. Safety manages unintentional harm and security deals with intentional harm. Both safety and security risk assessment, described below, include project staff and first responders to capture and minimize hazards and vulnerabilities.

### **11.3.1 THREAT AND VULNERABILITY ASSESSMENT**

The CONSULTANT may participate in the Threat and Vulnerability Assessment is developed to identify potential security threats and vulnerabilities related to various elements of the WVC. This document has been identified as Sensitive Security Information to meet the requirements for 49 CFR Parts 15 and 1520. The main goal is to establish satisfactory provisions for the deterrence, detection, and response to intentional harmful acts in the planning, design, and operation of the system.

### **11.3.2 PRELIMINARY HAZARD ANALYSIS**

The CONSULTANT may participate in the identification, assessment, and resolution of potential safety hazards are an important means of assuring the highest practical level of safety in any system. This provides the basis for the Arrow Maintenance Facility (AMF) Hydrogen Fuel Upgrade Project

Preliminary Hazard Assessment (PHA). The PHA is part of the hazard management process defined in the SSMP to identify, analyze, and resolve potential hazards related to various elements of the transit system, such as personnel, passengers, system visitors, contractors, facilities, and equipment.

#### **11.4 Site Safety**

In addition to the requirements specified elsewhere in this Contract, the following also will apply.

1. CONSULTANT's field personnel will wear hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes (with steel toes within the railroad right of way) at all times while working in the field.
2. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including work on and near highways and railroad right-of-way.
3. All safety equipment will be provided by CONSULTANT.

## **ATTACHMENT B – “PROPOSED CONTRACT”**

**CONTRACT No. 21-1002658**

**BY AND BETWEEN**

**SBCTA**

**AND**

---

**FOR**

**ARROW MAINTENANCE FACILITY HYDROGEN FUEL UPGRADE PROJECT  
CONSTRUCTION MANAGEMENT SERVICES**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority, ("SBCTA"), whose address is 1170 W. 3rd Street, 2<sup>nd</sup> 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 Carrie Schindler, 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, 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 \_\_\_\_\_ 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.

SBCTA at its sole discretion may extend the original term of the Contract for (Insert # of options) \_\_\_\_\_ option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed [insert date here].

## **ARTICLE 3. COMPENSATION**

- 3.1 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 provide 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 SBCTA determines 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 SBCTA shall be adjusted by contract amendment to accommodate the changed work. The maximum cost as specified herein shall not be exceeded, unless authorized by written amendment.
- 3.2 In addition to the allowable incurred costs, SBCTA will pay CONSULTANT a fixed fee of \$

(Amount). 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 SBCTA 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 Scope of Work, SBCTA shall have the right to delay payment or terminate this Contract in accordance with the Termination provisions herein.
- 3.6 No payment will be made prior to approval of any Work, nor 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 of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing except for the month of June, which will require the invoice to be submitted by July 10<sup>th</sup>. 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. Final invoice must contain the final cost and all credits due SBCTA including any equipment purchased under the provisions of 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 As partial security against CONSULTANT's failure to perform under this Contract, SBCTA shall withhold \_\_\_\_\_ percent (%) of the total amount of each invoice. CONSULTANT may request a reduction of retention upon acceptable completion of at least 50% of the Work. A written request must be made by CONSULTANT to SBCTA requesting a reduction in retention and the release of up to 50% of all retention being withheld.
- 3.9 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to this Contract for the period covered, that all information included with the invoice is true and correct and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon the making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 3.10 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract, no later than ten (10) calendar days from the

receipt of payment from SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract.

- 3.11 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, Subch. E, Part 31, are subject to repayment by CONSULTANT to SBCTA.
- 3.12 The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed \$ (Insert Amount).
- 3.13 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. 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.
- 3.14 All subcontracts in excess of \$25,000 shall contain the above provisions.

#### **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 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, identified in Section 1.2. 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 causes 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 Approves 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 or 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 and its staff shall comply with SBCTA's Conflict of Interest Policy, No. 10102.

## **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:

<b>Name</b>	<b>Job Classification/Function</b>

## **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, 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 shall remain confidential 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**

- 17.1 If claims are filed by SBCTA's construction contractor, and additional information or assistance from the CONSULTANT's personnel is required in order to evaluate or defend against such claims CONSULTANT agrees to make its personnel available for consultation with SBCTA's construction contract administrator and legal staff, and for testimony, if necessary, at depositions, administrative proceedings, trial or arbitration proceedings.
- 17.2 CONSULTANT's personnel that SBCTA considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from SBCTA. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the CONSULTANT's personnel under this Contract.
- 17.3 Services of the CONSULTANT's personnel in connection with SBCTA's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Contract in order to finally resolve the claims.

## **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**

CONTRACTOR shall furnish SBCTA with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page(s) of the CGL policy listing all policy endorsements, before work begins. SBCTA reserves the right to require full-certified copies of all Insurance coverages and endorsements. Prior to commencing the Work, subject to the provisions of Article 20.2 "General Provisions", at all times during the performance of the Work, and for such additional periods as required herein, CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any portion of the Work to procure and maintain such insurance as 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 Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

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 **\$5,000,000** 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 The policy must include the following if it is determined by SBCTA's Risk Manager to be in SBCTA's best interests to require such policy:

- \$2,000,000 per claim or occurrence limits/\$4,000,000 in the aggregate
- If the services involve mold identification / remediation, the policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.
- If the services involve lead-based paint or asbestos identification/remediation, the policy shall not contain lead-based paint or asbestos exclusions.

21.1.7 Railroad Protective Liability The policy must include the following:

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

21.1.7 Technology Professional Liability Errors and Omissions Insurance – appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability

coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT’s liability policy, such “property” coverage of SBCTA may be endorsed onto the CONSULTANT’s Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of SBCTA that will be in the care, custody, or control of CONSULTANT.

## 21.2 General Provisions

21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better, and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA’s Risk Manager.

21.2.2 Additional Insured 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 Federal Railroad Administration, 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 and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-CONTRACTORS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval, no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR 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 to CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA, or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR. 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 Non-Limitation of Insurance Requirements - The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the Consultant's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the Consultant shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the Consultant is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be

limited to the specific location designated as the Site, except that if the Consultant arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The Consultant acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

- 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](mailto: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 Project Specific Insurance - All insurance coverage required to be provided by CONSULTANT, with the exception of automobile liability and workers' compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.

- 21.2.9 No Representations or Warranties - SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONTRACTOR against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 21.2.10 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 obligations 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.
- 21.2.11 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.
- 21.2.12 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.
- 21.2.13 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.

- 21.2.14 Review of Coverage – SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONTRACTOR to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONTRACTOR, whereupon the CONTRACTOR will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Change Order.
- 21.2.15 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, Federal Railroad Administration, and their 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.

- 22.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, Federal Railroad Administration, 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 indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

## **ARTICLE 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 not made 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.

<b>To CONSULTANT</b>	<b>To SBCTA</b>
	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
	<b>San Bernardino, CA 92410-1715</b>
<b>Attn:</b>	<b>AttnCarrie Schindler</b>
	<b>cc: Procurement Manager</b>
<b>Phone:</b>	<b>Phone: (909) 884-8276</b>

### **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 may be reviewed by 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.

**CONSULTANT**

**SBCTA**

By: \_\_\_\_\_

Name

Title

Date: \_\_\_\_\_

By: \_\_\_\_\_

Curt Hagman

President, Board of Directors

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_

Julianna K. Tillquist

General Counsel

**CONCURRENCE**

By: \_\_\_\_\_

Beatriz Valdez

Director of Special Projects and

Strategic Initiatives

## **EXHIBIT A- “SCOPE OF WORK”**

**EXHIBIT B- “APPROVED COST PROPOSAL”**

## **ATTACHMENT C- RFP FORMS**



**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. Any objection to, inability to meet, or request for substitution for the stated insurance requirements, shall be deemed waived if not stated in Contractor/Consultant's response to this solicitation.

OR

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

**Company Information:**

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**Company/Individuals Name**

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**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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**Company Name**

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**Address**

---

**City** **State** **Zip Code**

---

**Bidder Name** **Title**

---

**Bidder Signature** **Date**

---

**Phone** **Email Address**

SBCTA BOARD OF DIRECTORS AND ALTERNATES

Agency	Board Representative	Alternate
City of Adelanto	Daniel Ramos	Gabriel Reyes
City of Barstow	Paul Anthony Courtney	Barbara Rose
City of Big Bear Lake	Rick Herrick	Randall Putz
City of Chino	Eunice Ulloa	Karen Comstock
City of Chino Hills	Ray Marquez	Cynthia Moran
City of Colton	Frank Navarro	Isaac Suchil
City of Fontana	Acquanetta Warren	John Roberts
City of Grand Terrace	Darcy McNaboe	Sylvia Robles
City of Hesperia	Cameron Gregg	Larry Bird
City of Highland	Larry McCallon	Penny Lilburn
City of Loma Linda	Rhodes “Dusty” Rigsby	Bhavin Jindal
City of Montclair	John Dutrey	Tenice Johnson
City of Needles	Edward Paget	Jeff Williams
City of Ontario	Alan Wapner	Debra Dorst-Porada
City of Rancho Cucamonga	L. Dennis Michael	Lynne Kennedy
City of Redlands	Paul Barich	Denise Davis
City of Rialto	Deborah Robertson	Andy Carrizales
City of San Bernardino	John Valdivia	Damon Alexander
City of Twentynine Palms	Joel Klink	Dan Mintz, Sr.
City of Upland	Carlos Garcia	Janice Elliott
City of Victorville	Debra Jones	Leslie Irving
City of Yucaipa	David Avila	Bobby Duncan
County of San Bernardino 1 <sup>st</sup> District	Paul Cook	N/A
County of San Bernardino 2 <sup>nd</sup> District	Janice Rutherford	N/A
County of San Bernardino 3 <sup>rd</sup> District	Dawn Rowe	N/A
County of San Bernardino 4 <sup>th</sup> District	Curt Hagman	N/A
County of San Bernardino 5 <sup>th</sup> District	Joe Baca	N/A
Town of Apple Valley	Art Bishop	Larry Cusack
Town of Yucca Valley	Rick Denison	Merl Abel

## CONSULTANT QUESTIONNAIRE

CONSULTANT NAME: \_\_\_\_\_

### 1. BUSINESS ORGANIZATION

1.1 How many years have you been in business? \_\_\_\_\_

1.2 How many years have you been in business under your current name? \_\_\_\_\_

1.2.1 Under what other names have you conducted business? \_\_\_\_\_  
\_\_\_\_\_

1.3 Name(s) and title(s) of person(s) authorized to execute this contract on behalf of your business. Attach appropriate documentation demonstrating signature authority (e.g. Corporate Resolution, Board Minutes, Operating Agreement, Articles of Organization, etc.).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.4 If your business is a corporation, answer the following:

1.4.1 Date of incorporation: \_\_\_\_\_

1.4.2 State of incorporation: \_\_\_\_\_

1.4.3 California Secretary of State Entity ID Number: \_\_\_\_\_

1.4.4 Names and titles of corporate officers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.5 If your business is a limited liability company, answer the following:

1.5.1 Date of formation: \_\_\_\_\_

1.5.2 State of formation: \_\_\_\_\_

1.5.3 California Secretary of State Entity ID Number: \_\_\_\_\_

1.5.4 Is LLC managed by managers or members? \_\_\_\_\_

1.5.5 Manager(s)/Member(s) name(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.6 If your business is a partnership, answer the following:

1.6.1 Date of organization: \_\_\_\_\_

1.6.2 Type of partnership: \_\_\_\_\_

1.6.3 California Secretary of State Entity ID Number: \_\_\_\_\_

1.6.4 Name(s) of general partner(s): \_\_\_\_\_

\_\_\_\_\_

1.7 If your business is individually owned, answer the following:

1.7.1 Date of organization: \_\_\_\_\_

1.7.2 Name of owner: \_\_\_\_\_

1.8 If the form of your business is other than those listed above, describe it and name the principals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.9 Number of owned autos: \_\_\_\_\_

1.10 Number of employees: \_\_\_\_\_

## 2. LICENSING

2.1 List jurisdictions and trade categories in which your business is legally qualified to do business and indicate registration or license numbers, if applicable.

\_\_\_\_\_  
\_\_\_\_\_

2.2 List any other certifications held by your business, and the name under which they are held.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 3. EXPERIENCE

3.1 List the categories of work that your business normally performs with its own forces.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3.2 List all contracts your business has completed in the past five years, giving the name of project, owner, owner's phone number, account manager, Contract amount, date of completion and percentage of the cost of the work performed with your own forces.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3.3 State average annual amount of \_\_\_\_\_ services performed during the past five years:

Year _____	\$ _____
Year _____	\$ _____
Year _____	\$ _____
Year _____	\$ _____
Year _____	\$ _____

3.4 List the contracts and/or projects your business has in progress, giving the name of the project, owner/contact, contract amount and scheduled completion.

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3.5 Has your business, under its current name or any previous names, ever failed to complete any work/contract awarded to it? If Yes, please explain. (Attach additional pages if necessary.)

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#### 4. CLAIMS AND LAWSUITS

4.1 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your business or any its officers? If Yes, please describe. (Attach additional pages if necessary.)

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4.2 Has your business filed any law suits or requested arbitration with regard to any of its contracts within the last five (5) years? If Yes, please explain. (Attach additional pages if necessary.)

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4.3 During the past five years, have any complaints or claims been filed with the Department of Fair Employment and Housing (DFEH) and/or the Department of Industrial Relations (DIR) against your business? If Yes, please describe. (Attach additional pages if necessary.)

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## **IRAN CONTRACTING ACT OF 2010 CERTIFICATION FORM**

In accordance with Public Contract Code Section 2203, a person (as defined in Public Contract Code Section 2202(e)) is ineligible to, and shall not, bid on, submit a proposal for, for enter into or renew, a contract with a public entity for goods or services of one million dollars (\$1,000,000) or more if, at the time of bid or proposal for a new contract or renewal of an existing contract that person:

- a. is identified on a list created pursuant to subsection (b) as a person engaging in investment activities in Iran as described in subsection (a) of Section 2202.5; or
- b. engages in investment activities in Iran as described in subdivision (b) of Section 2202.5.

**BY SUBMITTING THIS PROPOSAL OR BID AND SIGNING BELOW, THE PROPOSER/BIDDER IDENTIFIED BELOW CERTIFIES AS FOLLOWS (*REQUIRED*: SELECT ONE OF THE FOLLOWING):**

- ☐ In accordance with Public Contract Code Section 2204(a), Proposer/Bidder, at the time the proposal or bid is submitted, is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person (as defined in Public Contract Code Section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person that engages in investment activities in Iran as described in subdivision (b) of Public Contract Code Section 2202.5.
- ☐ In accordance with Public Contract Code Section 2204(b), Proposer/Bidder is authorized to submit this bid or proposal pursuant to one of the following (*REQUIRED*: SELECT ONE OF THE FOLLOWING):
  - ☐ FOR USE ONLY BY PROPOSERS/BIDERS GRANTED SPECIFIC PERMISSION BY SBCTA TO SUBMIT A PROPOSAL OR BID: Proposer/Bidder is authorized to submit this proposal or bid pursuant to Section 2203(c) and further certifies all of the following to be true: (1) the investment activities in Iran were made before July 1, 2010; (2) the investment activities in Iran have not been expanded or renewed after July 1, 2010; (3) the appropriate awarding body for SBCTA has determined it to be in the best interest of SBCTA to contract with proposer or bidder; and (4) Proposer/Bidder has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran;
  - ☐ FINANCIAL INSTITUTIONS ONLY: Proposer/Bidder certifies it is authorized to submit this proposal or bid pursuant to Section 2203(d) and further certifies it is a financial institution that extends twenty million (\$20,000,000) or more in credit to another person for 45 days or more and the person using the credit to provide goods or services in the energy section of Iran is a person permitted to submit a bid or proposal pursuant to Section 2203(c).



Proposer/Bidder acknowledges and understands that making a false certification may subject to civil penalties, termination of existing contract, and ineligibility to bid or propose on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205.

**PROPOSER OR BIDDER INFORMATION:**

---

**Company Name**

---

**Address**

---

**City**

**State**

**Zip Code**

---

**Authorized Representative: Name**

**Title**

---

**Authorized Representative: Signature**

**Date**

---

**Phone**

**Email Address**

**ATTACHMENT D  
REFERENCE FORM**

<ON COMPANY LETTERHEAD>

REFERENCE FORM  
(Sample Cover Letter)

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) 21-1002658 for |Arrow Maintenance Facility Hydrogen Fuel Upgrade Project to perform Construction Management Services.

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](mailto: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 No. 21-1002658  
CONSULTANT REFERENCE CHECK**

**PROPOSING FIRM NAME** \_\_\_\_\_

**TO BE COMPLETED BY REFERENCE AGENCY/FIRM:**

**Project Owner/Agency Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**Contact Name** \_\_\_\_\_ **Contact Title** \_\_\_\_\_

**Phone** \_\_\_\_\_ **Email Address** \_\_\_\_\_

**Name of Project:** \_\_\_\_\_

**Reference for:** ☐ Firm ☐ Key Personnel's Name \_\_\_\_\_

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

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

<b>Ratings:</b>	<b>3 - Excellent</b>	<b>2 - Good</b>	<b>1 - Satisfactory</b>	<b>0 - Poor</b>
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**(N/A IF NOT APPLICABLE - PROVIDE AN EXPLANATION IN THE COMMENTS SECTION)**

Question	Rating Definition		Rating
1. How do you rate the firm's/key personnel's overall performance and technical competence in providing similar work?  <b>If the rating is Poor, please provide an explanation here:</b>	<b>Excellent (3)</b>	Took initiative, consistently demonstrated knowledge of the management consulting services on the "Project", consistently anticipated and solved issues.	
	<b>Good (2)</b>	Demonstrated knowledge of Project, solved unexpected issues promptly, few mistakes.	
	<b>Satisfactory (1)</b>	Demonstrated knowledge of the Project, occasional unanticipated issues arose, some mistakes.	
	<b>Poor (0)</b>	Knowledge of the Project was lacking, issues remained unresolved, frequent mistakes.	

Question	Rating Definition		Rating
<p>2. What was the quality of the advice provided by the firm/key person?</p> <p><b>If the rating is Poor, please provide an explanation:</b></p>	<b>Excellent (3)</b>	Consistently provided thorough and practical advice, anticipated issues we did not point out.	
	<b>Good (2)</b>	Rarely had to redirect the firm/key person and advice provided was valuable and responsive.	
	<b>Satisfactory (1)</b>	Usually provided helpful information and advice.	
	<b>Poor (0)</b>	Repeatedly had to be redirected and prompted to provide an adequate response.	
<p>3. How was the firm's/key person's independence projected and communicated with the Agency?</p> <p><b>If the rating is Poor, please provide an explanation:</b></p>	<b>Excellent (3)</b>	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.	
	<b>Good (2)</b>	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.	
	<b>Satisfactory (1)</b>	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.	
	<b>Poor (0)</b>	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.	
<p>4. How do you rate the firm's/individual's knowledge with proposed work?</p> <p><b>If the rating is Poor, please provide an explanation:</b></p>	<b>Excellent (3)</b>	Exceeded most expectations (knowledge of project requirements always apparent.).	
	<b>Good (2)</b>	Exceeded some expectations (knowledge of project requirements frequently apparent.).	
	<b>Satisfactory (1)</b>	Met expectations (knowledge of project requirement at times, but further research required).	
	<b>Poor (0)</b>	Failed to meet expectations (knowledge of project requirements lacking).	

Question	Rating Definition		Rating
5. How do you rate the firm's/key person's experience?  <b>If the rating is Poor, please provide an explanation:</b>	<b>Excellent (3)</b>	Exceeded most expectations (always negotiated, resolved and processed change orders in a timely manner).	
	<b>Good (2)</b>	Exceeded some expectations (always negotiated, resolved and processed change orders and most of the time).	
	<b>Satisfactory (1)</b>	Met expectations (negotiated, resolved and processed change orders, but not always promptly).	
	<b>Poor (0)</b>	Failed to meet expectations (negotiated, resolved and processed change orders, but consistently late).	
6. Were the required Services completed on time and to your satisfaction?  <b>If the rating is Poor, please provide an explanation:</b>	<b>Excellent (3)</b>	Always on time or ahead of schedule.	
	<b>Good (2)</b>	On time.	
	<b>Satisfactory (1)</b>	Occasionally late.	
	<b>Poor (0)</b>	Consistently late.	
7. Did the firm/key person's stay within budget?  <b>If the rating is Poor, please provide an explanation:</b>	<b>Excellent (3)</b>	Always within budget.	
	<b>Good (2)</b>	Most often within budget.	
	<b>Satisfactory (1)</b>	Somewhat within budget.	
	<b>Poor (0)</b>	Consistently over budget.	
8. How do you rate the firm's/ key person's task management and scheduling abilities?  <b>If the rating is Poor, please provide an explanation:</b>	<b>Excellent (3)</b>	Exceeded most expectations.	
	<b>Good (2)</b>	Exceeded some expectations.	
	<b>Satisfactory (1)</b>	Met expectations.	
	<b>Poor (0)</b>	Failed to meet expectations.	

Additional Comments (Use additional sheets as necessary):

Additional Comments (Use additional sheets as necessary):

Print Contact Name

Title

Contact Signature

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](mailto:procurement@gosbcta.com)**