



**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**REQUEST FOR PROPOSALS (RFP)      22-1002758**

**FOR**

**ENVIRONMENTAL SERVICES CONTRACT – TUNNEL TO ONT**

**KEY RFP DATES**

<b>RFP Issue Date:</b>	<b>Wednesday, January 5, 2022</b>
<b>Pre-Proposal Conference Date:</b>	<b>Thursday, January 20, 2022 @ 11:30 a.m.</b>
<b>Question Submittal Deadline:</b>	<b>Friday, January 21, 2022, @ 4:00 p.m.</b>
<b>Proposal Due Date:</b>	<b>Tuesday, February 1, 2022 @ 2:00 p.m.</b>
<b>Interview Date:</b>	<b>Tuesday, February 15, 2022</b>
<b>Contract Award Date:</b>	<b>Wednesday, April 6, 2022</b>
<b>Notice To Proceed:</b>	<b>April 2022</b>

**FEDERAL TRANSIT ADMINISTRATION FUNDED PROJECT**



January 5, 2022

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS (RFP)  
“ENVIRONMENTAL SERVICES CONTRACT – TUNNEL TO ONT”, (hereinafter  
referred to as “Project”)**

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

Firms intending to submit proposals should note the “Key RFP Dates” on the cover of this RFP. It is our intention, subject to approval by SBCTA’s Awarding Authority, to have the selected firm under contract by 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 SBCTA’s website at: [www.gosbcta.com](http://www.gosbcta.com), hover over “Doing Business” and select Vendor Portal. Then, look under the heading “Bid Opportunities”. The website is the official means of notification to all prospective proposers. Firms are requested to check the website periodically, and no less frequently than weekly, for RFP schedule updates, addenda, and other information. All proposers will be held accountable for compliance with all updates, addenda and other information posted on the website. Please note that SBCTA will not be responsible for mailing any addenda, schedule updates or other information to any firm.

Proposals are due on or before **2:00 p.m., Tuesday, February 1, 2022.**

A Pre-Proposal Conference is scheduled for **11:30 a.m., Thursday, January 20, 2022**, via Zoom. Attendance at this Pre-Proposal Conference is encouraged, but not mandatory. 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., Friday, January 21, 2022**. All questions must be clearly labeled, **“Written Questions - RFP22-1002758”** and submitted electronically to:

**Jenny Herrera**  
**Procurement Analyst**  
**procurement@gosbcta.com**  
**RFP22-1002758**

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

**This is a Federal-aid project:** The contract to be awarded is financed in part by the U.S. Department of Transportation (US DOT). Proposers are required to certify that they meet all federal requirements identified in this RFP, including but not limited to all applicable equal opportunity laws and regulations.

The California Labor Code, sections 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 the 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 a Pre-Award Audit required by applicable funding agencies and/or SBCTA itself. The selected firm shall have a recent audit of their Indirect Cost Rate (ICR) for the most recent completed fiscal year.

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**REQUEST FOR PROPOSALS 22-1002758**

**FOR**

**“ENVIRONMENTAL SERVICES CONTRACT – TUNNEL TO ONT”**

**I. PROPOSAL INSTRUCTIONS**

**A. INTRODUCTION**

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

**B. CONTACT INFORMATION**

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

**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 **11:30 a.m., Thursday, January 20, 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.

Join Zoom Meeting

<https://gosbcta.zoom.us/j/85471732385?pwd=SWhsZjhyWmxtUHphR0diS2ZqRlNEdz09>

Meeting ID: 854 7173 2385, Passcode: 562877

+16699006833,,85471732385#,,,\*562877# US (San Jose)

+13462487799,,85471732385#,,,\*562877# US (Houston)

#### **D. WRITTEN QUESTIONS/CLARIFICATIONS**

All questions and/or requests for clarifications regarding 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 Friday, January 21, 2022**. Questions received after the date and time specified may or may not be responded to, at the sole discretion of SBCTA. All questions/clarifications must be clearly labeled **“Written Questions RFP22-1002758”**. 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 SBCTA’s website at [www.gosbcta.com](http://www.gosbcta.com); hover over “Doing Business” and select Vendor Portal. Then, on the Vendor Portal page, look under the heading “Bid Opportunities”.

#### **E. ADDENDA**

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

#### **F. CONTRACT TYPE**

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 of 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. INSURANCE REQUIREMENTS (See Insurance Requirements in Sample Contract)**

Proposer shall review the insurance language and insurance limits in the sample contract. Proposer shall be fully prepared to secure the necessary insurance coverage and limits as detailed in the Contract and comply with all insurance requirements or the Proposer must identify areas of conflict with the insurance requirements and provide a list of concerns in its response to the RFP as exceptions. Furthermore, submitting the “Certificate of Compliance with Insurance Requirements” form as part of the proposal certifies the Proposer’s understanding and compliance of the insurance requirements.

#### **I. 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 receive assistance from any such person or entity or that will use the services of such person or entity in performing the work will be disqualified. A firm that is prohibited from submitting a proposal in response to this RFP will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time. Firms responsible for a project's design may not participate in construction management or construction inspection for the project. The determination of a conflict of interest, direct or incidental, shall be made by SBCTA based upon substantial evidence.

#### **J. 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.

#### **K. 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.

#### **L. 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 Section 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. Consultants and subconsultants on all public works projects will be required to submit electronic certified payroll records (CPRs) to the Labor Commissioner on the DIR website. Firms are still required to submit CPRs directly to SBCTA for review, as well. The prime firm will be required to ensure that their subconsultants subject to prevailing wages are properly registered with the DIR prior to proposal submittal.

#### **M. MATERIALS FURNISHED BY SBCTA**

All software, data, reports, surveys, drawings, specifications 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 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.

#### **N. DEBARMENT & SUSPENSION**

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded may not take part in any federally funded transaction, either as a participant or principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, SBCTA may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period. A process has been established by 2 CFR Part 180, as supplemented by 2 CFR Part 1200, as a means to ensure that debarred, suspended, or voluntarily excluded persons or firms do not participate in federally assisted projects. A person or firm that is unable to provide a positive certification as required by this RFP must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

### **II. PROPOSAL SUBMITTAL**

Proposals are due at or before **2:00 p.m., Tuesday, February 1, 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.

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 20 page cap (8 ½" 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
Resumes
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 work to be performed by the prime firm.
- 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; experience working with multiple stakeholder such as the Southern California Regional Rail Authority, Omnitrans, Union Pacific Railroad, international airports, and potential regulatory entities associated with on-demand autonomous-ready transit systems; demonstrated experience working with agencies and cities directly involved in this Project; 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, etc.); 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 8. 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 with state and federal guidelines 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 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. Identify "key" persons' experience with working on FTA funded projects.

- 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. Clearly identify which staff member works for each respective firm.
- 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 forms, which are enclosed in this RFP, with their proposals:

- a) Non-Lobbying Certification for Federal-Aid Contracts Instructions For Completion Of SF-LLL, Disclosure Of Lobbying Activities Disclosure Of Lobbying Activities
- b) Certification Regarding Debarment, Suspension, And Other Responsibility Matters - Primary Covered Transactions\*
- c) Certificate of Compliance with Insurance Requirements
- d) Disclosure of Campaign Contributions to Board of Directors

- e) Consultant Questionnaire
- f) Iran Contracting Act of 2010 Certification Form

\*The top ranked firm's subconsultants, with subcontracts in excess of \$25,000, must complete the "Certification Regarding Debarment, Suspension And Other Ineligibility And Voluntary Exclusion – Lower Tier Covered Transactions", within ten (10) working days after the top ranked firm receives the "Notice of Intent To Award" letter issued by SBCTA.

## 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 price proposal: a copy of their prior fiscal year and most recently completed fiscal year cognizant approved Indirect Cost Rate and approved state DOT Cognizant Letter of Approval; a copy of their prior fiscal year and most recently completed fiscal year Indirect Cost Rate Schedules and audited report by an independent CPA; or a copy of the prior and most recently completed fiscal year Independent Cost Rates evaluation or audit report on a prior Caltrans or public agency contract, and any other governmental agency report/review/attestation.

## 6. 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 Attachments A and B, respectively. Proposers will be deemed to have accepted any and all terms and conditions not objected to or identified as an exception or deviation in the proposal and there will be no negotiations of any such terms or conditions not presented in the proposal. SBCTA will not negotiate exceptions or deviations not presented in the proposal and may reject any exceptions or deviations that affect terms or conditions that SBCTA considers non-negotiable.

## 7. 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.

## 8. 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.

### **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) 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**

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

- A. The selection process shall be fair, open, and competitive.
- B. The selection of the firm will be based on clearly stated objectives, identified in this RFP.
- C. Selection of the firm shall be based upon demonstrated competence, professional qualifications, experience, and capabilities to perform the required Work identified in the Scope of Work.
- D. Upon review of the proposals, a shortlist of firms within the competitive range will be invited to an interview tentatively scheduled for **Tuesday, February 15, 2022** via Zoom. Any contract awarded will be to the most technically qualified firm whose proposal best conforms to the RFP and which in the opinion of SBCTA is most advantageous to SBCTA, and with whom 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 and with whom negotiation and agreement on cost and price was successfully concluded. SBCTA reserves the right to request additional information and/or clarification from any or all proposers to this RFP, but is under no obligation to do so.
- F. Proposals will be evaluated based on the criteria and weights identified herein.
  - **Qualifications, Related Experience and References:** Firm's experience, years in business, and past and current client references; technical expertise and professional competence in areas directly related to this RFP, number of years' experience performing similar work; demonstrated ability to manage and coordinate the Work; deliver quality products and services; deliver projects within budget and on schedule; and experience working with public agencies identified in the RFP. – 40 points.
  - **Proposed Staffing and Project Organization:** Technical expertise and professional competence in areas directly related to the work identified in this RFP; level of experience,

knowledge of state and federal guidelines and requirements, possession of certifications and licenses required, and level of training of key personnel assigned, including subconsultants, if applicable; strength of experience and stability of proposed personnel; breadth and depth of resources, coordination of Work and quality control; availability of proposed staffing; and concurrence with restrictions on changes in key personnel. – 40 points.

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

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

## **V. NEGOTIATIONS AND AWARD**

The contract, Scope of Work and cost proposal will be negotiated with the top ranked firm. Should negotiations fail with the top ranked firm, SBCTA will discontinue negotiations and commence negotiations with the second ranked firm, and so on until the Scope of Work, level of effort and cost/price have been successfully negotiated and a contract has been agreed to. However, SBCTA may elect at any time to end negotiations 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 “Contractor Resources.

## **VII. DEBRIEFING**

Firms who submit a proposal 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 who are 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**

## **ATTACHMENT A – “SCOPE OF WORK”**



## **Scope of Work**

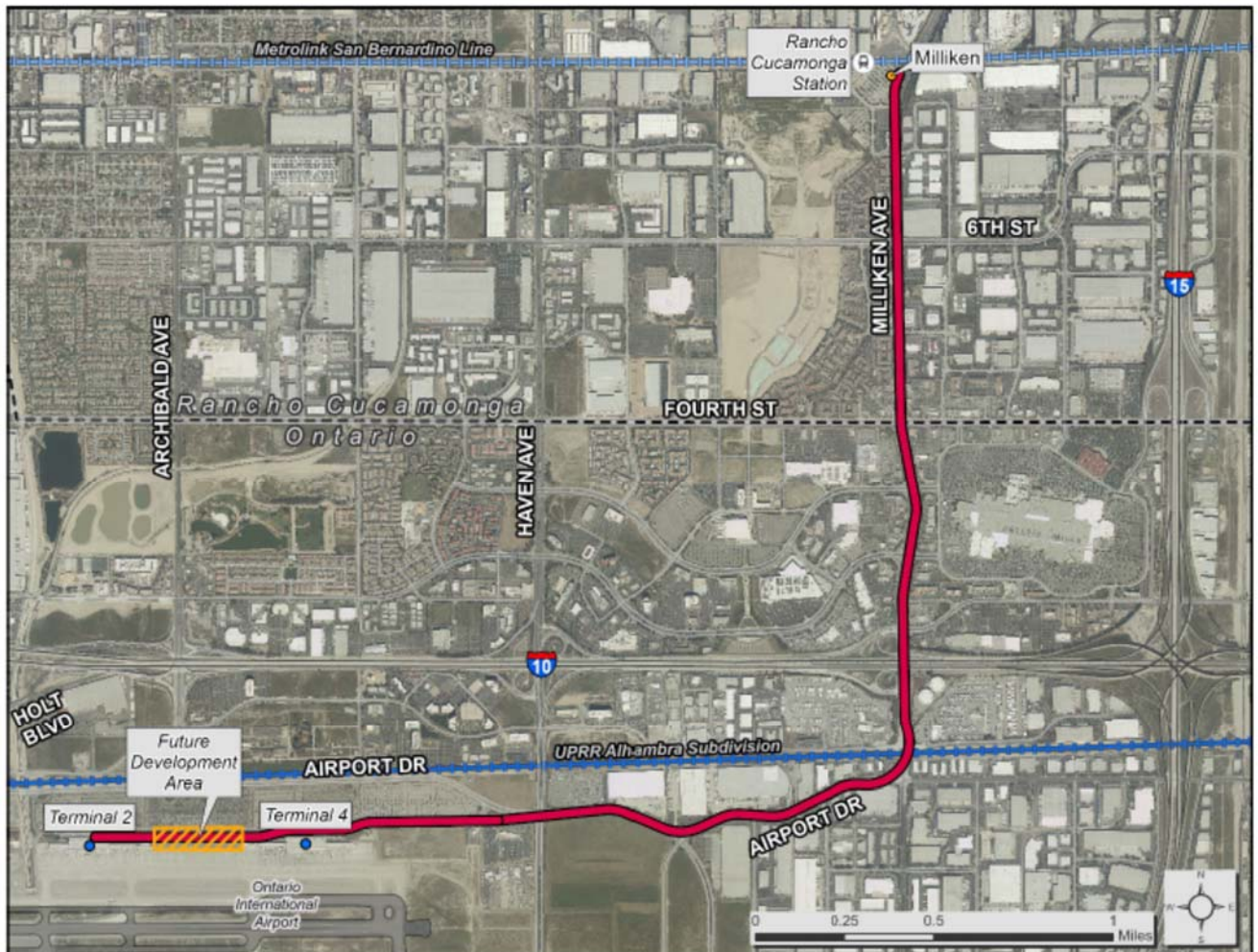
### **1.0 INTRODUCTION**

#### **1.1 Overview**

San Bernardino County Transportation Authority (SBCTA), in cooperation with the Federal Transit Administration (FTA), proposes to construct a 4.2-mile-long tunnel directly connecting the Cucamonga Metrolink Station to the Ontario International Airport (ONT) as shown in Figure 1. SBCTA is seeking a consultant to perform services to obtain all necessary environmental clearances and regulatory permits for the Tunnel to Ontario International Airport Project (Project). SBCTA is the California Environmental Quality Act (CEQA) lead agency for the proposed Project. FTA is the lead agency under the National Environmental Policy Act (NEPA), with cooperation from the Federal Aviation Administration (FAA). Partner agencies include the Ontario International Airport Authority (OIAA) and the cities of Ontario and Rancho Cucamonga. It is anticipated that one Build and No Build Alternative will be evaluated in the environmental studies. SBCTA is considering including an expanded alignment beyond the Cucamonga Metrolink Station to ONT alignment that would be part of the Build Alternative. This expanded alignment from the Cucamonga Metrolink Station to Rancho Cucamonga City Hall would traverse within the City of Rancho Cucamonga for approximately 1.4 miles and include two design options. In addition to the Cucamonga Metrolink Station to ONT alignment, the selected Consultant must provide a separate cost estimate for the environmental work associated with the expanded alignment between the Cucamonga Metrolink Station to Rancho Cucamonga City Hall as an optional task after the selection of the highest ranked firm.

SBCTA is seeking a Consultant to provide environmental and support services for Project to satisfy CEQA and NEPA requirements and prepare a draft and final CEQA and NEPA environmental document or documents and associated supporting environmental technical studies required by FTA, OIAA, or SBCTA. The Consultant will support SBCTA in the environmental phase of the Project and prepare the appropriate level CEQA and NEPA environmental document to adequately analyze environmental impacts of the Project in accordance with SBCTA and FTA requirements. The draft environmental document shall be prepared for circulation to the public to satisfy state and federal requirements. Comments on the environmental document(s) will be collected and responses will be developed by the Consultant and incorporated into the final environmental document per CEQA, NEPA and FTA guidelines and requirements. The Consultant will be responsible for the preparation of the final environmental document(s), assist SBCTA and FTA with the identification of the preferred alternative, assist FTA with submitting the USFWS Biological Assessment for consultation for a Biological Opinion, finalize State Historic Preservation Officer (SHPO) consultation, and any other Federal or State agency consultation needed to complete the final environmental document. The Consultant will be responsible for supporting SBCTA and FTA in obtaining all necessary environmental clearances, permits and approvals.

Consultant coordination will be accomplished through SBCTA's Project Manager or designee.

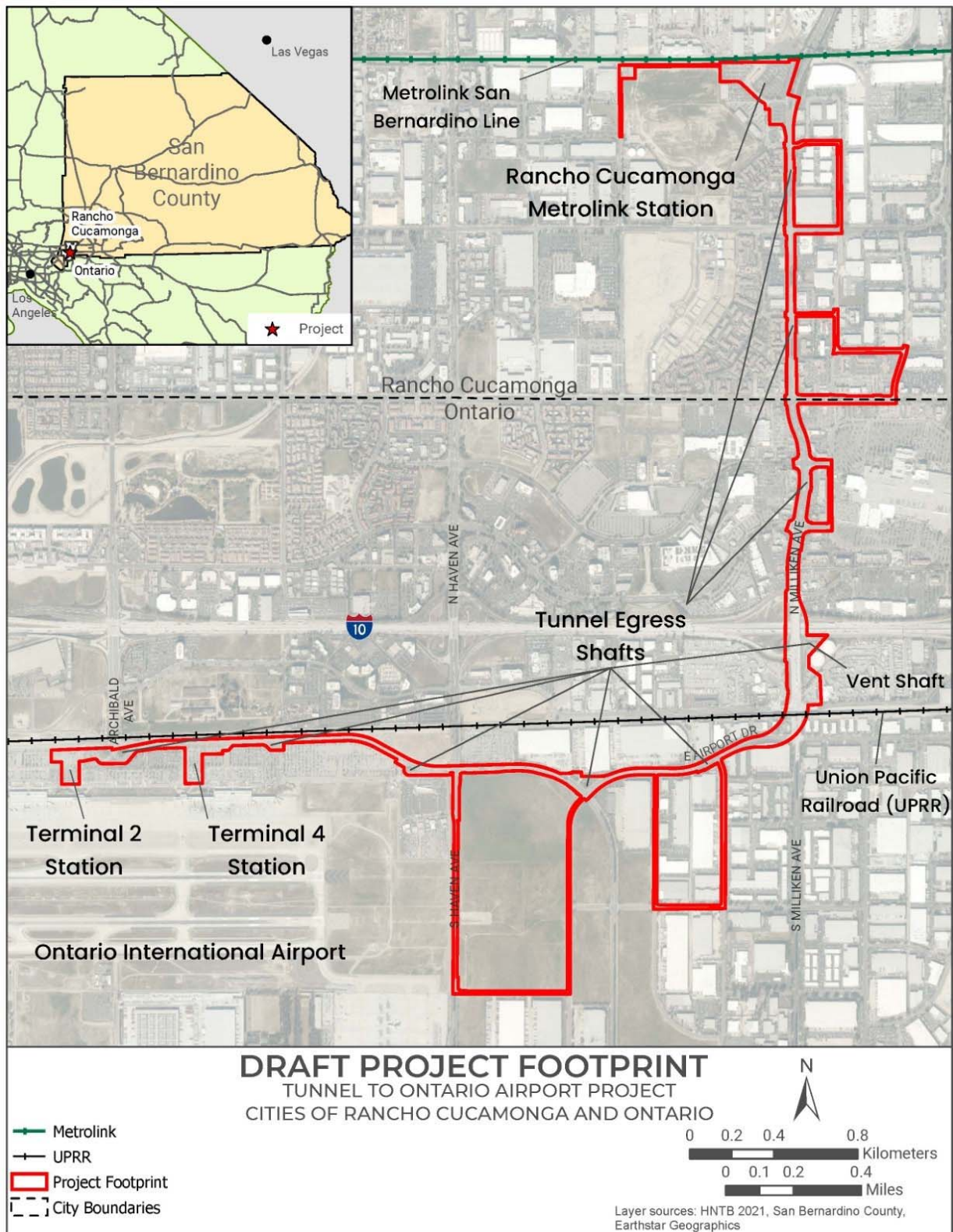


**Figure 1:** Draft Project Alignment

## 1.2 Project Description (Cucamonga Metrolink Station to ONT)

ONT is located approximately two miles east of downtown Ontario in San Bernardino County. The airport services more than 25 major cities via 10 commercial carriers. ONT is owned and operated under a joint powers agreement between the City of Ontario and San Bernardino County. OIAA provides overall direction, management, operations, and marketing for ONT. The Project would provide a direct airport connection to ONT to support its projected growth. The proposed Project is comprised of three key components: stations, tunnel, and emergency access and ventilation shafts as illustrated in Figure 2.





**Figure 2: Draft Project Footprint**

### 1.2.1 Stations

The proposed Project includes three passenger stations. One station would serve the Cucamonga Metrolink Station. This proposed station would be approximately 18,000 square feet in size and located in the northwest corner of the existing Cucamonga Metrolink Station parking lot. The parking lot is owned and maintained by the City of Rancho Cucamonga. An at-grade station plaza would be constructed and would be integrated with an adjacent maintenance facility. Approximately 180 parking spaces would be permanently removed from the Metrolink parking lot to accommodate the proposed Project's station.

Two Project stations are proposed at ONT within the existing parking lots located across from Terminals 2 and 4. Both stations would be at-grade and would connect to their associated tunnel portals along Terminal Way via an at-grade connection. The proposed stations would be approximately 10,000 square feet in size and entirely located within ONT right-of-way. Approximately 80 parking spaces would be permanently removed to accommodate the station at Terminal 2, with approximately 115 spaces permanently removed for the Terminal 4 station.

All three proposed stations would have the following common elements:

- Each station would be sized to accommodate the projected ridership, headways, and selected vehicles.
- Stations would be naturally ventilated and covered with canopies.
- Passengers would access each station via existing sidewalks or plazas. Stations would be entered via a ticketing area. Ticketing would likely occur via a self-service kiosk.
- Wayfinding and dynamic signage would be provided to facilitate passenger flow through each station and inform passengers of arrival/departure times. A public address system would assist visually impaired passengers.
- Mechanical, electrical, plumbing, fire protection, communications, and security systems would be integrated into the station's architecture to minimize visual clutter.
- Minimum clearances would be provided to allow vehicles to maneuver within each station and enter docking bays. Vehicle charging would occur within the bays.
- Sufficient space would be provided for passenger boarding and alighting. This would include accommodations for passenger luggage and boarding assistance.
- Stations would include landscaping to prevent unauthorized access to restricted areas, screen station elements, buffer guideways, and fill unprogrammed exterior space. Plantings would be low-maintenance and reflective of the local climate. Lighting would be provided at each station.
- Public and non-public space would be differentiated within the station facilities, with all non-public spaces access controlled and clearly identified as such.

All three stations would be connected to the bored tunnel via a cut and cover structure and an at-grade guideway. The guideway would be enclosed by fencing and walls that would be buffered with landscaping. A walkway would be provided abutting the outside of the guideway travel lanes. Crossings for pedestrians and non-system vehicles would be avoided.

The proposed Cucamonga Station may include a maintenance facility to store and maintain vehicles. This facility would be of a similar design to the adjacent station and would include enclosed bays. The following maintenance activities would occur at this facility: vehicle washing, spare vehicle storage, and vehicle heavy and light maintenance and repairs. In addition, the maintenance facility would accommodate the Operations Control Center to manage the system and include employee amenities (lockers, restrooms, and breakroom). Employee parking for the maintenance facility would be provided at the existing parking lot in the southeast quadrant of the Milliken Avenue/Azusa Court interchange owned by SBCTA.

### **1.2.2 Tunnel**

The proposed Project would construct a tunnel(s) between the Cucamonga Metrolink Station and ONT (Figure 2). Tunnel boring would occur up to 60 feet below the ground surface. Tunnel walls would be lined with precast concrete, and its driving surface would be asphalt pavement. Utilities within the tunnel would include drainage, electrical, and fire/life safety. Electrical power would be sourced through a local substation.

The north end of the proposed tunnel alignment begins at the Cucamonga Metrolink Station adjacent to Milliken Avenue in the City of Rancho Cucamonga. Autonomous electric vehicles would enter the main artery tunnel via a ramp from the Cucamonga Station located within the existing Metrolink station parking lot. The tunnel alignment would continue south generally under Milliken Avenue. At Ontario Mill Parkway, the tunnel would bow east, missing the Interstate 10 (I-10) overcrossing structure, and then bow back under Milliken Avenue, running southwest to clear the City of Ontario's water tanks in the southeast quadrant of the I-10 interchange. The tunnel would begin curving east at Guasti Road to clear the United Pacific Railroad Company (UPRR) grade separation, connecting to Airport Drive east of Milliken Avenue. The proposed tunnel would then generally run under the eastbound lanes of Airport Drive before terminating at ONT. At the airport, vehicles would emerge via ramps and drive to drop-off points near either Terminal 2 or Terminal 4.

Electric vehicles would be grouped and queued at their origin station and depart toward the destination station once boarded with passengers. After the group of vehicles arrives at the destination station and passengers disembark, new passengers would board, and the group of vehicles would return to its origin station. If no new passengers are present, empty vehicles would be returned to the origin station to pick up new passengers. The proposed Project would provide a peak one-way passenger throughput of up to approximately 300 people per hour.

### **1.2.3 Emergency Access Shafts**

Nine emergency access shafts, approximately 2,500 square feet in size and up to 65 feet in depth, would be constructed to provide a means of emergency passenger egress and first responder access (Figure 2). Shafts would be located approximately every 2,500 feet along the proposed tunnel alignment to comply with National Fire Protection Association (NFPA) Code 130 requirements. Each shaft would consist of a multi-level staircase with platforms that would connect the tunnel to the surface. The hatch at the surface would be covered at-grade and would be located within the public right-of-way, where feasible. The access shaft would include associated electrical and ventilation equipment. Access would be controlled via a lock and key. Temporary and permanent right-of-way acquisition for each shaft would vary.

A mid-tunnel ventilation shaft would be located near the Ontario Municipal Utilities Company (OMUC) water tanks in the southeast quadrant of the I-10/Milliken Avenue interchange. Work at this location would encroach on both California Department of Transportation (Caltrans) and City of Ontario right-of-way. Parking stalls for emergency services would be provided at this location. Access to the mid-tunnel ventilation shaft would be through the existing parking lot of a shopping center and the City of Ontario's property located north of Guasti Road. Existing landscaping would be removed.

#### **1.2.4 Utilities**

At the Cucamonga Station, overhead Southern California Edison (SCE) lines would need to be relocated underground and horizontally. The remainder of the utility relocations would be associated with the emergency access shafts and would include underground electric distribution cables, water lines, light pulls, fiber optic lines, gas lines, and landscape irrigation lines.

#### **1.2.5 Property Acquisition**

The Project alignment would require right-of-way acquisition from approximately 35 properties. This includes the need for 36 permanent subsurface easements (totaling approximately 39 acres), one permanent utility easement (0.03 acre), and 11 temporary construction easements (totaling approximately 5 acres). In particular, subsurface easements would be required where the tunnel begins curving east at Guasti Road east of the UPRR grade separation. It is assumed that emergency access shafts and the mid-tunnel vent shaft would require the acquisition and permanent surface easements from both private and City-owned parcels. Property acquisitions, easements and temporary construction easements are subject to change as preliminary design plans are further refined during the environmental phase.

#### **1.2.6 Construction**

##### *Station Construction*

A construction staging area would be required at each of the three proposed Project stations.

- Staging at the proposed Cucamonga station and maintenance facility would require approximately 3.2 acres. Approximately 170 parking spaces would be temporarily lost from the existing Metrolink parking lot.
- Staging at the proposed ONT Terminal 2 Station would require approximately 3.4 acres. Approximately 300 parking spaces would be temporarily lost from the ONT T2 parking lot.
- Staging at the proposed ONT Terminal 4 Station would require approximately 3.2 acres. Approximately 300 parking spaces would be temporarily lost from the ONT T4 parking lot.

Refer to Exhibit 1, 2 and 3 for station footprint areas at Cucamonga Station and ONT, respectively.

##### *Tunnel Construction*

A tunnel boring machine (TBM) would be launched from either the existing ONT parking lot near Terminal 2 or the Cucamonga Metrolink Station to construct the tunnel(s). It would operate six days a week, with maintenance occurring each Sunday. A large crane would be used to deploy and recover the TBM. OIAA height limits at ONT and the Cucamonga stations, 135 feet and 160 feet, respectively, would restrict crane heights. Construction of the tunnel(s) would take approximately 14 months. Both ends of the tunnel(s) would need to be constructed via direct excavation (cut and

cover) to launch or retrieve the TBM. Vehicle ramps connecting to the tunnel(s) would be constructed via direct excavation, as well.

Equipment at the TBM launch site would include trucks, a crane(s), excavators, a grout plant, a compressor plant, a tunnel fan, and cooling towers. The launch area would also store tunnel construction materials (rail, pipe, ducts, etc.) and stockpile excavated material. Haul trucks would remove excavated material from the launch site at ONT.

#### *Emergency Egress Access Shafts Construction*

Nine emergency access shafts would be constructed along the tunnel alignment. Shafts could be constructed before or after the tunnel construction. Each access shaft would be installed using a similar construction methodology and take approximately six months to complete. A foundation drill rig would install up to five piles deep per day, each 60 feet deep. Piles would be drilled (i.e., no impact driving). The access shaft would then be excavated. The excavation would be supported by an internal bracing system.

Each access shaft would require a staging area. Anticipated equipment at each location would include haul trucks, a drill rig, a crane, excavators, a wheel loader, a compressor, and a ventilation fan. Each staging area would include material storage, stockpiles of excavated material, water treatment, a workshop, a construction office, and employee parking. Staging areas would range in size from 12,000 to 27,000 square feet. Tree clearing would be required within several of the proposed staging areas.

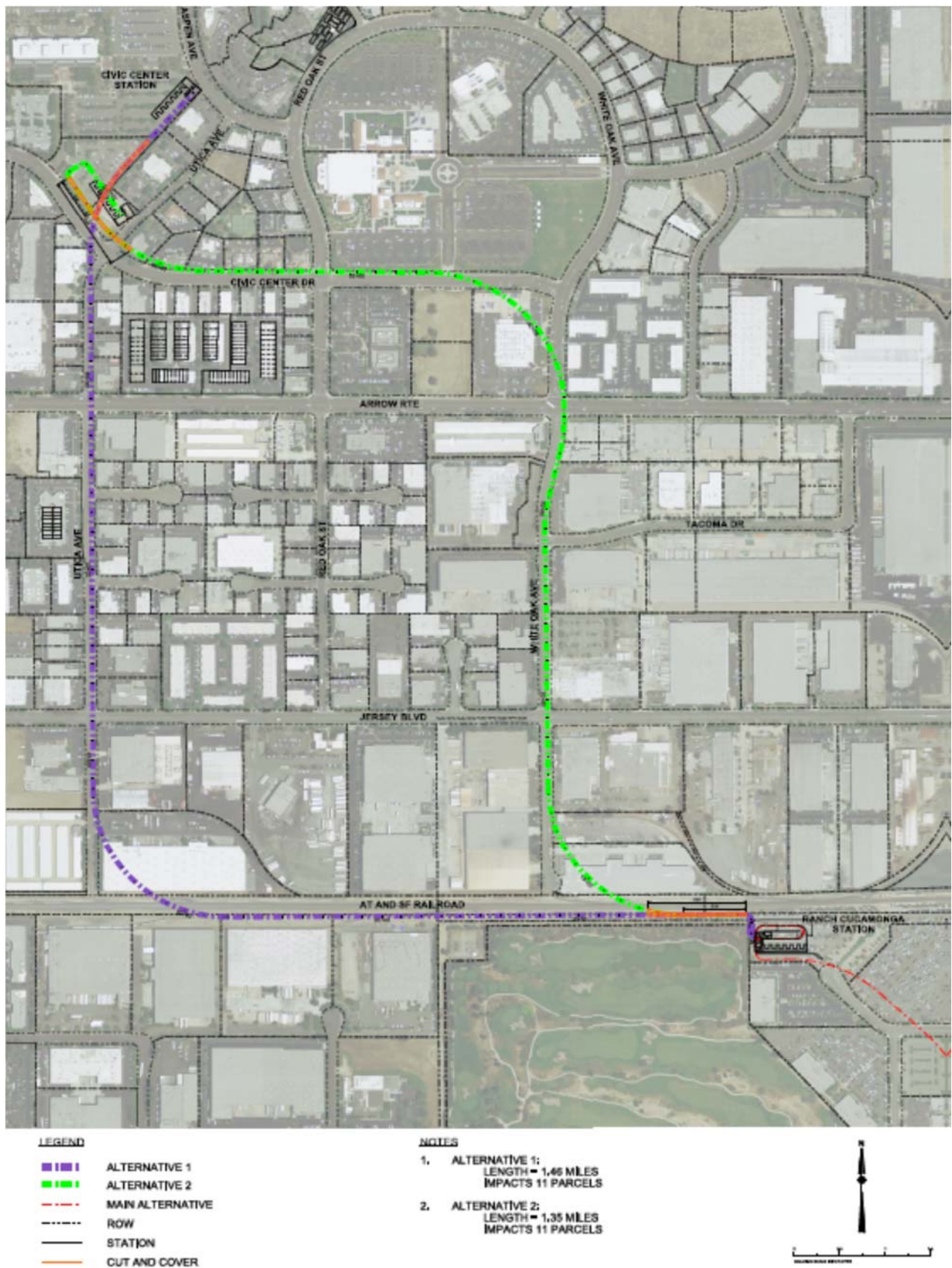
#### *Construction Traffic*

Traffic detours will be required and covered under a traffic management plan. Specific detour routes would be identified during design. Bike lanes along Milliken Avenue would be temporarily closed during the construction. Sidewalks would also be temporarily closed. Temporary detours would be provided for these closures.

### **1.3 Project Description (Cucamonga Metrolink Station to City Hall [Optional Task])**

An expansion of the Project is being contemplated that would continue the tunnel(s) from the Cucamonga Metrolink Station to Rancho Cucamonga City Hall. This approximately 1.4-mile extension would require the tunnel(s) to traverse the Metrolink corridor and cross below the existing tracks. Currently, two design options are being evaluated: (1) north along White Oak Ave and turning west to Civic Center Dr and into Civic Center Station and (2) north along Utica Ave directly into Civic Center Station. A conceptual map of these design options is shown in Figure 3. For this optional task, both CEQA and NEPA clearance is required. Further, it is anticipated to be a separate environmental document as the City of Rancho Cucamonga will be the CEQA lead for this extension.





**Figure 3:** Conceptual Civic Center Alignment Options



## 2.0 APPLICABLE STANDARDS

Deliverables and related material as requested for transit projects shall be prepared in accordance with current applicable San Bernardino County and Federal Transit Administration (FTA) regulations, policies, procedures, manuals, and standards including compliance Caltrans and Federal Highway Administration (FHWA) requirements for work within the State Transportation System unless directed otherwise. Federal Aviation Administration (FAA) may be a cooperating agency for the Project and the Consultant shall confirm the nature of FAA and OIAA involvement and environmental approval requirements. Deliverables and related materials requested for all other agencies shall be consistent with the requirements of that agency in addition to federal, state, local agency requirements, regulations, policies, procedures, manuals, and standards.

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

Qualifications of individuals performing services shall, at a minimum, meet the applicable qualifications required by SBCTA, FTA and/or regulatory agencies as well as the qualifications for any appropriate Professional Licensing Board.

Applicable guidance to satisfy NEPA and FTA requirements for each activity or deliverable can be found at the FTA websites at:

<https://www.transit.dot.gov/regulations-and-guidance/environmental-programs/environmental-programs>

<https://www.transit.dot.gov/regulations-and-programs/environmental-programs/preparing-environmental-documents>

<https://www.transit.dot.gov/regulations-and-programs/environmental-programs/legislation-regulation-and-guidance>

<https://www.transit.dot.gov/regulations-and-guidance/environmental-programs/environmental-standard-operating-procedures>

<https://www.transit.dot.gov/regulations-and-guidance/environmental-programs/environmental-resources-information>

The CEQA and NEPA environmental technical studies and environmental document(s) shall comply with the latest legislation, regulations and guidance. Requirements related to CEQA and NEPA that shall be followed as applicable include, but are not limited to:

- California Environmental Quality Act;
- SBTCA CEQA guidelines and all relevant environmental provisions;
- California Endangered Species Act of 1970, and amendments;
- National Environmental Policy Act of 1969, as amended, 42 USC4321 et. seq;
- FTA NEPA guidelines, Standard Operating Procedures, Circulars, and all other FTA requirements;
- 40 Code of Regulations (CFR) 1500 et seq: Council of Environmental Quality Regulations for Implementing NEPA;
- Assembly Bill 52 Native Americans;
- Section 106 of the National Historic Preservation Act;
- Antiquities Act of 1906 and amendments;
- American Indian Religious Freedom Act of 1978;
- Archaeological and Historic Preservation Act of 1974;
- Archaeological Resources Preservation Act of 1979;
- Various executive orders related to cultural resources protection;
- Historic Sites Act of 1935;
- Native American Graves Protection Act of 1996;
- Title VI of the Civil Rights Act of 1964, as amended;
- Uniform Relocation Assistance and Real Property Acquisition Act of 1970;
- Executive Order 12898 –Environmental Justice;
- Department of Transportation Act of 1966, Section 4(f);
- Clean Water Act of 1977 and 1987;
- Clean Air Act of 1990 and Amendments;
- Federal Water Pollution Control Act of 1972;
- Flood Disaster Protection Act;
- US Department of Transportation Order 5650.2 Floodplain Management and Protection;
- Noise Control Act of 1972;
- Pollution Prevention Act of 1990;
- Hazardous and Solid Waste Amendments (HSWA) of 1994;
- Endangered Species Act of 1973;
- Migratory Bird Treaty Act of 1918, as amended;
- FAA 7460 Obstruction Analysis/ Air Space Analysis form;

- City of Ontario requirements for tree removal, impacts to historic resources, roadway improvements, parking impacts, and construction activities;
- City of Rancho Cucamonga requirements for tree removal, impacts to historic resources, roadway improvements, parking impacts, construction activities;
- All applicable OIAA and FAA regulations;
- Porter Cologne Water Quality Control Act;
- National Pollutant Discharge Elimination System requirements;
- Water Quality and Stormwater requirements;

### **3.0 ENVIRONMENTAL SERVICES AND DELIVERABLES**

The Consultant shall provide support with preparation of environmental schedules, progress updates and other administrative tasks required by SBCTA and FTA. The Consultant shall prepare all technical studies, memoranda as required by FTA, OIAA, or SBCTA in support of the Project's draft and final environmental document(s). The consultant shall prepare the appropriate level CEQA and NEPA Draft and Final Environmental Documents. Subject to SBCTA review, the Consultant shall prepare and perform (but not limited to) the tasks in the following sections.

#### **3.1 Administrative and Environmental Support Services**

##### *Administrative Services*

The Consultant shall support SBCTA and the PCM team in the administration of the Project and provide requested environmental schedules, progress updates and other administrative tasks required by SBCTA and FTA. As directed by the SBCTA, the Consultant will attend Project Development Team (PDT) meetings, public meetings, agency meetings, and external and internal coordination meetings. Consultant may be asked to serve as the SBCTA Environmental Project Manager (PM) on the Project and serve as the single point of contact for all environmental related questions, requests, and submittals. PM shall understand the project schedule and support/conduct/coordinate/oversee any and all studies, analysis, requirements and meetings needed to successfully complete environmental requirements leading to NEPA and or CEQA compliant environmental documents such that the project schedule is not impacted negatively. Consultant shall assist in the coordination of the distribution of relevant public information.

On a monthly basis, as requested by SBCTA and/or the PCM Team shall prepare and submit to SBCTA a monthly status report that indicates the work progress achieved during the period. The report shall summarize the actual work progress compared with estimated progress and will identify problem areas, provide evaluations, recommendations and an outline on the process which Consultant and SBCTA will follow to rectify the problem(s). The progress report shall be submitted with the monthly invoice. Consultant shall maintain a schedule of environmental activities, action items, four-week look ahead, and update this information monthly. Activities shall be linked to other project specific functional activities as predecessors or successors, as appropriate.

### *Environmental Support Services*

The Consultant shall prepare and, to the maximum extent allowable by law, arrange for issuance of all required NEPA and CEQA notices related to environmental documentation; prepare or assist with preparation of outreach materials related to NEPA or CEQA scoping; and attend meetings associated with circulation of the draft environmental document. All materials shall be prepared at the direction and in support of the legally responsible Federal and state agencies. All materials are subject to lead agency review and approval. The Consultant shall perform the following support services:

- Notice of Preparation and Notice of Intent (if applicable)
- Draft and Final Scoping materials, legal notices, and required advertisements
- Draft and Final Public Meeting or Hearing materials, legal notices, and required advertisements
- Draft and Final Scoping Meeting Summary Report
- Public Meeting/Hearing Summary Report
- Attendance at Scoping and Public Meeting/Hearing

### **3.2 Environmental Technical Studies / Reports and Supporting Documentation**

The Consultant shall perform the required resource agency coordination, field studies, technical studies and the associated environmental reporting. Reports prepared by the Consultant shall be submitted in draft form and provide the opportunity for SBCTA and/or PCM, FTA and OIAA to review. The Consultant shall provide the reproduction services required for the project inclusive of the number of individual sets to be delivered for the submittal tasks outlined in this Scope of Work. All environmental studies must comply with the latest CEQA and NEPA regulations and technical requirements and utilize SBCTA standards for CEQA analysis and FTA for NEPA to assure compliance with formatting and content of documents. The Consultant shall prepare (but not limited to) the following environmental resource technical studies and documentation in either a report or memoranda format in support of the draft and final environmental document(s):

- Project Description, Purpose and Need and Alternatives Analysis (Previously considered)
- Any and all materials deemed necessary by any agency for its tribal consultation and coordination efforts, including (without limitation) AB 52 Consultation
- Section 106 consultation documentation
- Aesthetics/Visual Impact
- Air Quality/ Greenhouse Gas/ Climate Change
  - Air Quality Safety
  - Tunnel Air Quality/ Ventilation Shaft Emissions
- Biological Resources Surveys and Report
  - SBCTA has conducted 1<sup>st</sup> year Delhi-sands flower loving fly surveys
- Biological Assessment
- Biological Opinion (if required)
- Area of Potential Effect

- Archeological Study Report
- Paleontology Identification and Evaluation Report
- Historic Resources Evaluation Report
- Historic Properties Survey Report
- Hazardous Waste/Environmental Site Assessments Phase 1 and Phase 2
- Community Impact Study
- Environmental Justice and Equity Report
- Growth Inducement
- Economic and Fiscal Study
- Noise and Vibration
  - Tunnel operations/construction vibration
- Energy
- Relocation and Right-of-Way
- Public Services and Utilities
- Safety and Security
- Floodplain Evaluation and Location Hydrology Study
- Water Quality
- Section 4(f)
- Transportation and Traffic
- Cumulative Impacts

### **3.3 Draft and Final Environmental Documents**

The Consultant shall prepare draft and final CEQA and NEPA environmental document or documents and associated supporting documentation required by FTA, OIAA, or SBCTA including but not limited to the Mitigation, Monitoring and Reporting Plan (MMRP), Notice of Determination, Finding of No Significant Impact or Record of Decision. A higher-level environmental document may be required by SBCTA and/or FTA as the result of the environmental studies, preliminary design, state and federal regulatory requirements and regulatory agencies may dictate the need for such a change. Unless expressly prohibited by law, the Consultant will prepare the appropriate level CEQA and NEPA environmental document to adequately document and address the level of environmental impacts as directed by SBCTA and FTA in their independent judgment. The draft environmental document shall be prepared for circulation to the public to satisfy state and federal document format and accessibility requirements. Comments on the environmental document(s) will be collected and responses will be developed by the Consultant and incorporated into the final environmental document per CEQA and FTA guidelines and requirements. Following the close of the draft environmental document review period, the Consultant shall begin finalizing the environmental document, assist SBCTA and FTA with the identification of the preferred alternative, assist FTA with submitting the USFWS Biological Assessment for consultation for a Biological Opinion, finalize State Historic Preservation Officer (SHPO) consultation, and any other Federal or State agency consultation needed to complete the final environmental document. The Consultant shall complete and obtain approval for all required submittal forms and notices in support of the final CEQA and NEPA

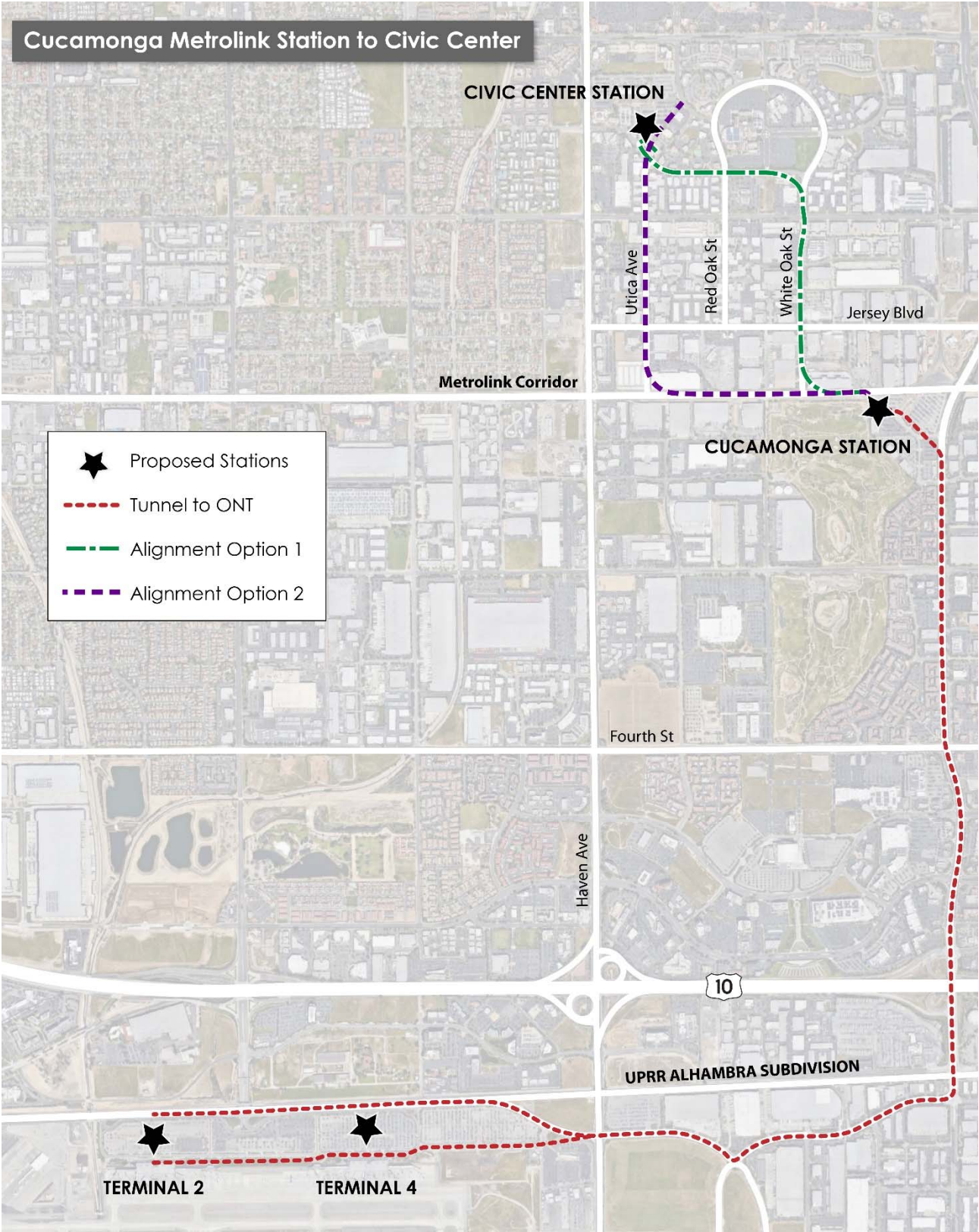
environmental document. The CEQA and NEPA draft and final environmental document(s) must comply with the latest CEQA and NEPA regulations and technical requirements and utilize SBCTA standards for the CEQA environmental document and FTA for NEPA environmental document to assure compliance with formatting and content of documents. The following is a list of deliverables for the Draft and Final Environmental Documents:

- Environmental Document Annotated Outline per FTA Requirements
- CEQA and NEPA Administrative Draft Environmental Document(s)
- CEQA and NEPA Final Draft Environmental Documents(s)
- Response to Public Comments
- CEQA and NEPA Administrative Final Environmental Documents(s)
- CEQA and NEPA Final Environmental Documents(s)
- Mitigation, Monitoring and Reporting Program or ECR
- Finding of No Significant Impact or Record of Decision (as applicable)
- Statement of Overriding Considerations, Findings (if applicable)
- Notice of Determination

### 3.4 Permit Requirements

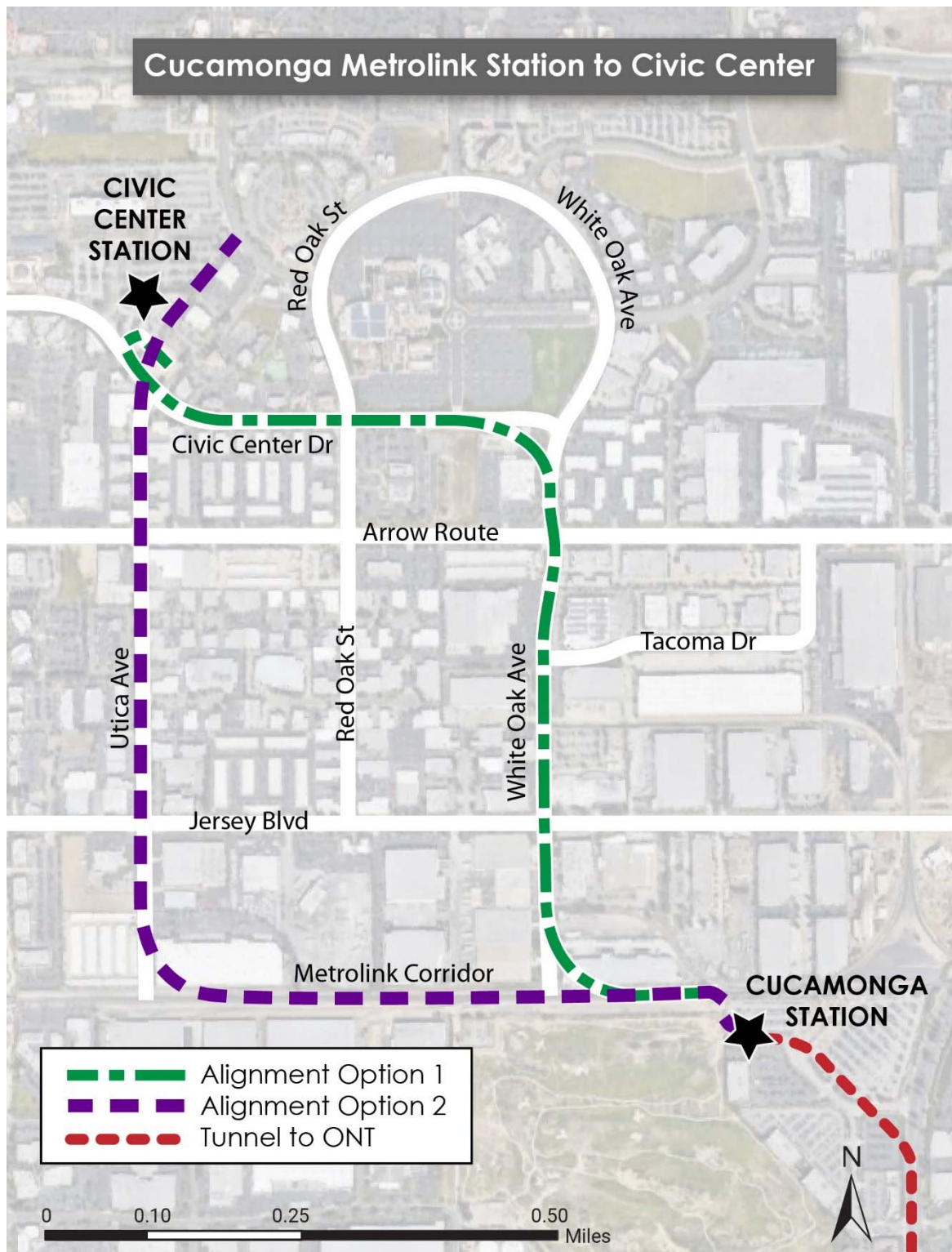
The Consultant shall prepare resource agency permits and/or successfully complete activities necessary to successfully fulfill regulatory permit requirements. The Consultant is required to prepare regulatory permits for the Project. As applicable, Consultant shall prepare the following regulatory permits: USFWS Biological Opinion, 401 Water Quality Certification, 404 Nationwide Permit, 1602 Streambed Alteration Agreement, and other state and federal permits (as applicable).

**Exhibit 1:** Rancho Cucamonga Project Map Entire Scope



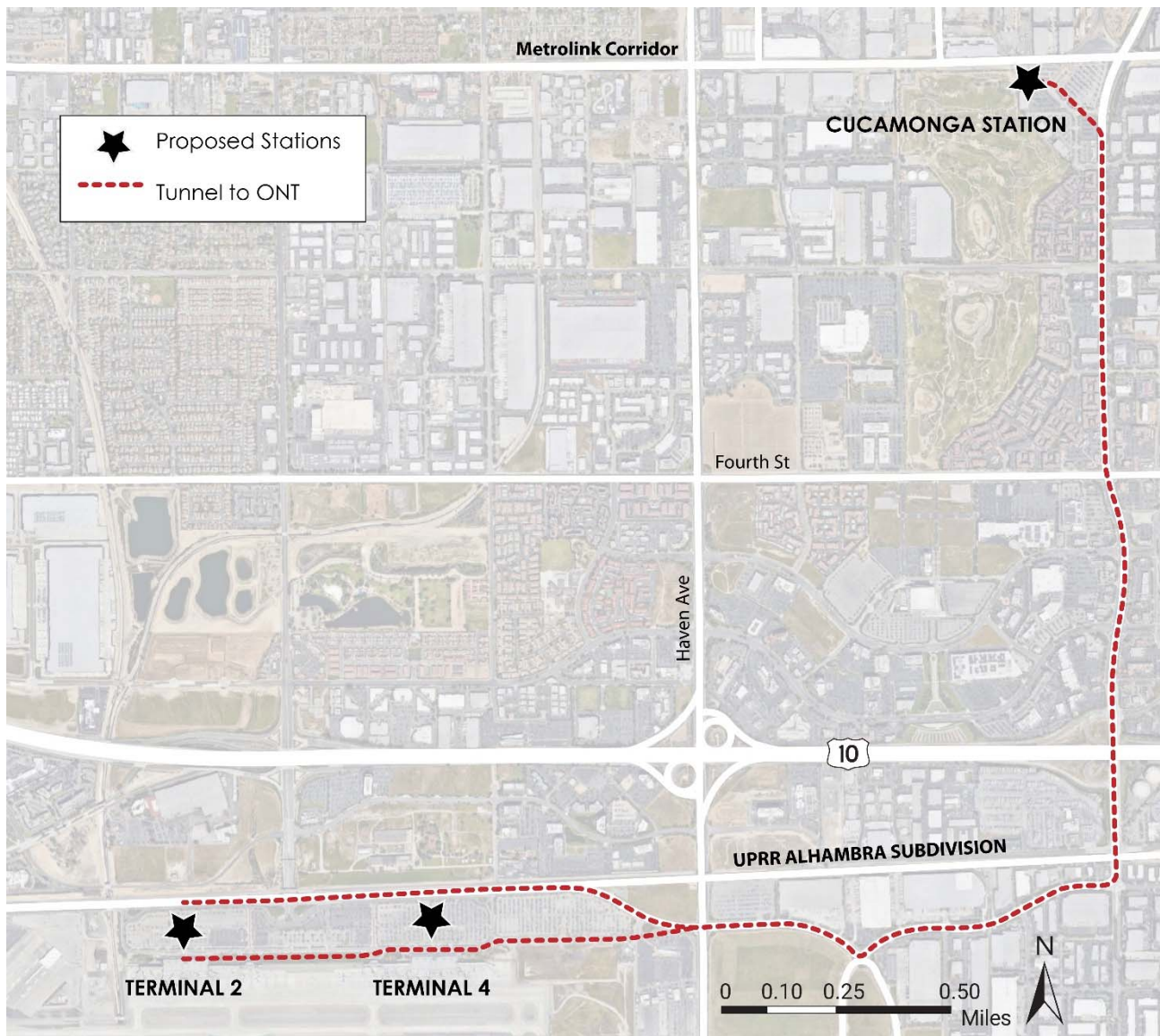


**Exhibit 2:** Rancho Cucamonga Project Map North





**Exhibit 3:** Rancho Cucamonga Project Map South



**ATTACHMENT “B”**  
**PROPOSED CONTRACT**

**CONTRACT No. 22-1002758**

**BY AND BETWEEN**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**AND**

---

**FOR**

**ENVIRONMENTAL SERVICES CONTRACT- TUNNEL TO ONT**

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 are collectively the “Parties”.

**RECITALS:**

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

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

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

**NOW, THEREFORE**, the Parties agree as follows:

**ARTICLE 1. 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 its satisfaction being based on prevailing applicable professional standards.

- 1.2 SBCTA’s 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 Department 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**

- 2.1 The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA’s Procurement Analyst and shall continue in effect through December 31, 2026, 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.
- 2.2 SBCTA at its sole discretion may extend the original term of the Contract for two one-year option(s). The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed December 31, 2028.

## **ARTICLE 3. COMPENSATION**

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work, identified herein, and in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in, or applied to, CONSULTANT’s performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Four Million Four Hundred Thousand Dollars (Amount) Dollars (\$4,400,000). All Work provided under this Contract is to be performed as set forth in Exhibit A “Scope of Work”, and shall be reimbursed pursuant to Exhibit B “Price Form”. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT’s direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SBCTA will not reimburse CONSULTANT for any expenses

not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.

- 3.3 For personnel subject to prevailing wage rates as described in the California Labor Code, all wage increases that are the direct result of changes in the prevailing wage rates, are reimbursable.
- 3.4 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
  - 3.4.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
  - 3.4.2 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, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.6 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, Federal Transit Administration, the California State Auditor, or other authorized representatives of SBCTA, access to CONSULTANT's 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 the provisions in this Article.

## **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, impact to railroad operations and safety, public safety, and environmental considerations. At any time during performance of the 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 and if applicable, Federal Transit Administration (FTA), Federal Railroad Administration (FRA) and California Public Utilities Commission (CPUC). 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.
- 8.7 CONSULTANT shall produce construction documents, specifically plans and specifications, which specify compliance with FTA, FRA and Buy America requirements.

## **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 progress reports 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. 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 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 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 its 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 either is or is not Technical Direction, as defined in 10.1 above, and within the Scope of Work.

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. 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 13. KEY PERSONNEL**

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocating any tasks or hours of Work that are the responsibility of Key Personnel to other personnel, CONSULTANT shall notify SBCTA in writing 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 14. 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 15. PROPRIETARY RIGHTS/CONFIDENTIALITY**

- 15.1 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.
- 15.2 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.
- 15.3 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 of or an unauthorized disclosure by 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 not be publicly disclosed 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.
- 15.4 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.
- 15.5 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.
- 15.6 CONSULTANT, its employees, agents and subconsultants shall be required to comply with SBCTA's Confidentiality Policy; anyone who may have access to Personally Identifiable Information ("PII") and/or Sensitive Security Information ("SSI") will be required to execute a Confidentiality Agreement.

## ARTICLE 16. CONSTRUCTION CLAIMS.

Intentionally Omitted

## ARTICLE 17. TERMINATION

- 17.1 Termination for Convenience – SBCTA’s Executive Director shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA’s instruction, and shall turn over such Work in accordance with SBCTA’s instructions.
- 17.1.1 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.
- 17.1.2 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.
- 17.1.3 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.
- 17.2 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.
- 17.2.1 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.
- 17.2.2 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.

- 17.3 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 on unperformed services or any damages because of such termination. All subcontracts in excess of \$25,000 shall contain the above provisions of this Article.

## **ARTICLE 18. 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 provisions of this Contract.

## **ARTICLE 19. 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 20. INSURANCE**

- 20.1 CONSULTANT 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, at all times during the performance of the Work, and for such additional periods as required herein, CONSULTANT shall, at CONSULTANT's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subconsultants of every tier performing any portion of the Work to procure and maintain such insurance as specified below:

20.1.1 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 five (5) years after Contract completion.

20.1.2 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 (ISO form WC 00 03 13, or equivalent) 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 Insurance – A commercial general liability policy written on an occurrence form that shall provide coverage at least as broad as the coverage provided by ISO form CG 00 01. The Indemnified Parties shall be named, by specific endorsement, as additional insureds using ISO form CG 20 10 10 01 and ISO form CG 20 37 10 01, or their respective equivalent forms, to include completed operations coverage.

The commercial general liability policy shall:

- have a limit for any one occurrence or claim of not less than \$10,000,000 per occurrence and a \$10,000,000 annual general aggregate All policies will cover completed operations aggregate, applicable solely to this Project;
- by endorsement or otherwise, provide a designated aggregate limit solely for the Project using ISO form CG 25 03 05 09 or equivalent form, unless a project-specific insurance policy is purchased.
- have no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under an insured contract;
- have no exclusion for professional services except the latest ISO form CG 22 79 or CG 22 80 or both; and a copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.
- All sub-consultants 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 sub-consultants' and sub-subconsultants' deductibles or self-insured

retentions must be acceptable to SBCTA's Risk Manager.

20.1.4 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.

20.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$5,000,000** each accident. This total limits 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 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.

20.1.6 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.

20.1.7 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.

## 20.2 General Provisions

20.2.1 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.

20.2.2 Additional Insured Coverage - All policies, except those for Workers' Compensation insurance, shall name San Bernardino County Transportation Authority, City of Rancho Cucamonga, City of Ontario, Caltrans, Metropolitan Water District, Kinder Morgan, Union Pacific Railroad, Ontario International Airport Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds (the "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:

(a) Arising from any defective or substandard condition of the roadway/railway which existed at or prior to the time the CONSULTANT commenced work, unless such condition has been changed by the Work or the scope of the Work requires the CONSULTANT to maintain or modify existing roadway/railway facilities and the claim arises from the CONSULTANT's failure to maintain or modify; or

(b) For claims occurring after the Work is completed and accepted unless these claims are directly related to alleged acts or omissions of the CONSULTANT which occurred during the course of the Work; or

(c) To the extent prohibited by section 11580.04 of the Insurance Code.

20.2.3 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.

- 20.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT 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. CONSULTANT will pay, and shall require its sub-CONSULTANTS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. 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 express 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.
- 20.2.5 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.
- 20.2.6 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 Subconsultant. 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.

20.2.7 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.

20.2.8 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.

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

relieve CONSULTANT or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

- 20.2.10 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.
- 20.2.11 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.
- 20.2.12 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.
- 20.2.13 Project Specific Insurance - All insurance coverage required to be provided by CONSULTANT, with the exception of automobile liability and worker's 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.
- 20.2.14 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 CONSULTANT 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.
- 20.2.15 Review of Coverage – SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT 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 CONSULTANT, whereupon the CONSULTANT 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 amounts owed by SBCTA to the CONSULTANT.
- 20.2.16 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 maintain any insurance coverage required, SBCTA may, but is not required to, maintain this

coverage and charge the expense to the CONSULTANT or terminate this Contract for cause. The insurance required or provided shall in no way limit or relieve the CONSULTANT of its duties and responsibilities under the Contract, including but not limited to, the 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 the CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as is available to it under any other provision of the contract or law.

20.2.17 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.

20.2.18 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.

## **ARTICLE 21. INDEMNITY**

21.1 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) San Bernardino County Transportation Authority, City of Rancho Cucamonga, City of Ontario, Caltrans, Union Pacific Railroad, Ontario International Airport Authority and their officers, directors, members, employees, agents and volunteers (collectively the "Indemnitees") 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.

21.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless the 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 22. 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's 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 23. 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 24. SUBCONTRACTS**

- 24.1 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.
- 24.2 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.
- 24.3 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 25. INSPECTION OF OPERATIONS**

SBCTA, its designees, representatives and 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 26. 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 27. 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 28. 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 29. 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 30. PRECEDENCE**

- 30.1 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.
- 30.2 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.
- 30.3 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 31. 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 fax or email during regular business hours; (b) the first business day following delivery by fax or email when made not during regular business hours; or (c) the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

<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>Attn: Carrie Schindler</b>
<b>Email:</b>	<b>Email: cschindler@gosbcta.com</b>
<b>Phone:</b>	<b>Phone: (909) 884-8276</b>
<b>2<sup>nd</sup> Contact:</b>	<b>Copy: Procurement</b>
<b>Email:</b>	<b>Email: procurement@gosbcta.com</b>

## **ARTICLE 32. DISPUTES**

- 32.1 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 Procurement Manager 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 with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute is appealable to a court of competent jurisdiction.
- 32.2 During resolution of the dispute, CONSULTANT shall proceed with performance of the Contract with due diligence.

## **ARTICLE 33. 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 34. 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 35. 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 36. 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 37. 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 personal protective equipment (PPE) at all times while on the project construction site. For work around an active railroad, CONSULTANT and all subconsultants shall comply with the operating railroads PPE requirements. At a minimum, PPE shall be hard hats, orange reflectorized safety vests and safety glasses.

#### **ARTICLE 38. DRUG FREE WORKPLACE**

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

#### **ARTICLE 39. 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 40. DEBARMENT AND SUSPENSION CERTIFICATION**

40.1 This Contract is a covered transaction for purposes of 2 CFR Part 180, as supplemented by 2 CFR Part 1200. As such, CONSULTANT verifies that neither the CONSULTANT, its principals, as defined at 2 CFR 180.995, nor affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.935. CONSULTANT is required to comply with 2 CFR 180, Subpart C, and must include the requirement to comply with the requirements of 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

40.2 By signing this Contract CONSULTANT certifies as follows:

This certification is a material representation of fact relied upon by SBCTA. If it is later determined that CONSULTANT knowingly rendered an erroneous certification, in addition to remedies available to SBCTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. CONSULTANT agrees to comply with the requirements of 2 CFR 180, Subpart C throughout the term of this Contract and to



include a provision requiring such compliance in its lower tier covered transactions.

#### **ARTICLE 41. PREVAILING WAGE RATES**

- 41.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Sections 1770 et seq., and all Federal, State, and local laws and ordinances applicable to the Work.
- 41.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction, alteration, demolition, installation or repair, or more than \$15,000 for the maintenance of public works, shall contain all of the provisions of this Article.

#### **ARTICLE 42. 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 43. 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 44. 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 45. CIVIL RIGHTS**

- 45.1 Nondiscrimination. 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 Title VI of the Civil Rights Act, as amended, 42 U.S.C. sec. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. sec. 6102, section 202 of the Americans With Disabilities Act of 1990, 42 U.S.C. sec. 12132 and Federal transit law at 49 U.S.C. sec. 5332, and other applicable Federal, State and local laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. In addition, CONSULTANT agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**45.2 Equal Employment Opportunity.** The following equal employment opportunity requirements apply to the underlying Contract.

**45.2.1 Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. sec. 2000e et seq., and Federal transit laws at 49 U.S.C. sec. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaking in the course of the Project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CONSULTANT agrees to comply with any implementing requirement FTA may issue.

**45.2.2 Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. sec. 623 and Federal transit law at 49 U.S.C. sec. 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

**45.2.3 Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C, sec. 12112, CONSULTANT agrees that it will comply with the requirement of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

**45.3** CONSULTANT shall include the requirements of this Article in each of its subcontracts.

**ARTICLE 46. 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 47. CONFLICT OF INTEREST**

- 47.1 CONSULTANT shall disclose any financial, business, or other relationship with SBCTA that may have an impact upon the outcome of this Contract, or any ensuing SBCTA construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing SBCTA construction project, which will follow.
- 47.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Contract.
- 47.3 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.
- 47.4 CONSULTANT hereby certifies that neither CONSULTANT nor any firm affiliated with CONSULTANT will bid on any construction contract or any contract to provide construction inspection for any construction project resulting from this Contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- 47.5 Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Contract shall be eligible to bid on any construction contract, or any contract to provide construction inspection for any construction project resulting from this Contract.
- 47.6 Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing services on this Contract shall have provided services on the design of any project included within this Contract.

#### **ARTICLE 48. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

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

#### **ARTICLE 49. PROHIBITION OF EXPENDING SBCTA, STATE OR FEDERAL FUNDS FOR LOBBYING**

- 49.1 CONSULTANT certifies, to the best of his or her knowledge and belief, that:
  - 49.1.1 No state, federal or local agency appropriated funds have been paid, or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the

making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, or loan, or cooperative agreement.

- 49.1.2 If any funds other than federal appropriated funds have been paid, or will be paid to any person for making lobbying contacts to, influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 49.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. sec. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 49.3 CONSULTANT shall require that the language of this Article be included in all lower-tier subcontracts exceeding \$100,000, and that all such subconsultants shall certify and disclose accordingly.

## **ARTICLE 50. INCORPORATION OF FTA TERMS**

All contractual provisions required by Department of Transportation (DOT) as set forth in Federal Transit Administration (FTA) Circular 4220.1F, as amended, whether or not expressly set forth in this Contract, are hereby incorporated by reference into this Contract. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any SBCTA requests which would cause the designated recipient, subrecipient or SBCTA to be in violation of the FTA terms and conditions. If SBCTA determines that a Contract amendment expressly setting forth FTA-required terms is convenient or necessary for SBCTA's receipt or use of FTA funding for this Contract or the Project, CONSULTANT agrees to promptly execute such an amendment to this Contract. CONSULTANT's failure to execute such amendment within ten business days after SBCTA provides CONSULTANT with such amendment shall be a material breach of this Contract.

## **ARTICLE 51. FEDERAL CHANGES**

CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between direct recipient or subrecipient and FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONSULTANT's failure to comply shall constitute a material breach of this contract.

## **ARTICLE 52. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

SBCTA and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract

and shall not be subject to any obligations or liabilities to SBCTA, CONSULTANT, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from the underlying Contract. CONSULTANT agrees to include these requirements in all of its subcontracts.

**ARTICLE 53. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

53.1 CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Project. Accordingly, by signing this Contract, CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, CONSULTANT acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on CONSULTANT to the extent the Federal Government deems appropriate.

53.2 CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Contract connected with a project that is financed in whole or part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307 *et seq.*, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5323(1) (1) *et seq.* on CONSULTANT, to the extent the Federal Government deems appropriate.

53.3 CONSULTANT shall include the requirements of this Article in all of its subcontracts.

**ARTICLE 54. RECYCLED PRODUCTS**

CONSULTANT shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. sec. 6962), including but not limited to U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR part 247, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. CONSULTANT agrees to include this requirement in all of its subcontracts.

**ARTICLE 55. ENERGY CONSERVATION REQUIREMENTS**

CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**ARTICLE 56. CLEAN AIR**

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. CONSULTANT shall report each violation to SBCTA, who will in turn report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

## **ARTICLE 57. CLEAN WATER REQUIREMENTS**

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* CONSULTANT shall report each violation to SBCTA and understands and agrees that SBCTA who will, in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

## **ARTICLE 58. FLY AMERICA REQUIREMENTS**

CONSULTANT agrees to comply with 49 U.S.C. § 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for the U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONSULTANT shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONSULTANT agrees to include the requirements of this Article in all subcontracts that may involve international air transportation.

## **ARTICLE 59. SEISMIC SAFETY REQUIREMENTS**

CONSULTANT agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. CONSULTANT also agrees to ensure that all work performed under this Contract, including work performed by a subconsultant, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

## **ARTICLE 60. DISADVANTAGED BUSINESS ENTERPRISE**

SBCTA, as the sub-recipient of federal funds, is required to comply with any requirements established by the main recipient (Omnitrans) to involve Disadvantaged Business Enterprises (DBEs) to the maximum extent feasible in all phases of its procurement practices. The VENDOR must certify that it has complied with the requirements of 49 CFR Part 26. The VENDOR shall have on file with the FTA an approved or non-disapproved annual DBE subcontracting participation goal program.

The VENDOR agrees to ensure that DBEs as defined in 49 CFR Part 26 have the opportunity to participate in the performance of Subcontracts financed in whole or in part with Federal funds provided under the Contract. In this regard, the VENDOR shall take all reasonable steps in accordance with 49 CFR Part 26 so that DBEs have the opportunity to compete for and perform the Work. The VENDOR shall not discriminate on the basis of race, color, religion, sex, age or national origin, in the award and performance of DOT-assisted contracts.

The VENDOR shall supply sufficient information in its payment applications and supporting documentation to enable SBCTA and the FTA to assess whether VENDOR is complying with its DBE goals. The VENDOR shall comply with its FTA approved or non-disapproved DBE goal program.

**ARTICLE 61. ENTIRE DOCUMENT**

- 61.1 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.
- 61.2 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.
- 61.3 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 61. CONTRACT**

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

**ARTICLE 62. 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

By: \_\_\_\_\_  
Curt Hagman  
President, Board of Directors

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

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

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

**CONCURRENCE**

By: \_\_\_\_\_  
Jeffery Hill  
Procurement Manager

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

**EXHIBIT “A”**  
**“SCOPE OF WORK” – ADDED TO FINAL CONTRACT**

**EXHIBIT “B”**  
**APPROVED COST PROPOSAL” – ADDED TO FINAL CONTRACT**

## **ATTACHMENT “C”**

### **RFP FORMS**

## NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

I, \_\_\_\_\_ (Firm Name) as the proposer certifies, by signing and submitting this proposal, to the best of my knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting its proposal that it shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015

By: \_\_\_\_\_  
Signature of Proposer's authorized official

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action or a material change to previous filing pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action in item 1. If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., RFP-DE-90-001.
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or

will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal official(s). Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503
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Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

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**DISCLOSURE OF LOBBYING ACTIVITIES** (Continuation Sheet)

Reporting Entity: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

## INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION TITLE 2 CODE OF FEDERAL REGULATIONS PART 180

Each proposer shall complete the “Certification of Debarment, Suspension and other Responsibility Matters” included in this RFP for itself and its principals, and submit the certification with its proposal. Failure to submit the certification may result in the rejection of the proposal.

If a proposer plans to use subconsultants on this project, the proposer shall have all subconsultants with contracts in excess of \$25,000 complete the certification entitled “Certification Regarding Debarment For Lower Tier Covered Transactions” and submit that certification within ten (10) working days after Notice of Intent To Award.

By signing and submitting a proposal, the prospective primary participant is providing the certification set out below. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the SBCTA’s determination whether to enter into this transaction. However, **failure of the Proposer to furnish a certification or an explanation shall disqualify such person from participation in this transaction.**

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact SBCTA for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 2 CFR parts 180 and 1200 or 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 2 CFR part 180, subpart H or 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 2 CFR part 180, subpart H or 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

## **INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION – LOWER TIER COVERED TRANSACTIONS**

Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more -2 CFR 180.220(b) and 2 CFR 1200.220).

By signing and submitting this proposal, the prospective lower tier (subconsultant) is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to SBCTA if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal or bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting a proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered

transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

The \_\_\_\_\_  
Firm Name/Principal

Certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local), with commission of any of the offenses enumerated in paragraph 2 herein; and
4. Have not within a three-year period preceding this proposal had one or more public transaction (federal, state or local) terminated for cause or default.

If unable to certify to any of these statements in this certification, the primary participant (proposer) shall attach an explanation to this certification.

**THE PRIMARY  
PARTICIPANT**

\_\_\_\_\_  
Firm Name/Principal

**Certifies or affirms the truthfulness and accuracy of the content of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq., are applicable.**

**Signature and Title of Authorized  
Official:**

\_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
INELIGIBILITY AND VOLUNTARY EXCLUSION –  
LOWER TIER COVERED TRANSACTIONS**

The \_\_\_\_\_  
Firm Name/Principal

Certifies by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

If unable to certify to any of the statements in this certification, such participant(s) shall attach an explanation to this Proposal.

<b>THE LOWER TIER PARTICIPANT</b>	
	<b>Firm Name/Principal</b>

**Certifies or affirms the truthfulness and accuracy of the content of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable.**

**Signature and Title of Authorized Official:** \_\_\_\_\_



**CERTIFICATE OF COMPLIANCE WITH  
INSURANCE REQUIREMENTS**

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

**INSURANCE REQUIREMENTS: (check appropriate boxes below)**

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

AND

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

OR

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

**Company Information:**

---

**Company/Individuals Name**

---

**Address**

---

**City**

**State**

**Zip Code**

---

**Principal Name**

**Title**

---

**Principal Signature**

**Date**

---

**Phone**

**Email Address**

---

**Broker Information:**

---

**Broker Name**

---

**Address**

---

**City**

**State**

**Zip Code**

---

**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:**

---

**Company Name**

---

**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, or 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:**

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**Company Name**

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**Address**

---

**City**

**State**

**Zip Code**

---

**Authorized Representative: Name**

**Title**

---

**Authorized Representative: Signature**

**Date**

---

**Phone**

**Email Address**

**INSTRUCTIONS- EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS  
(DBE AND NON-DBE) PART I AND PART II)**

**ALL PROPOSERS:**

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

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

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

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

It is the Proposers responsibility to verify that the DBE(s) are certified with the CUCP.

**EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)****PART I**

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

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
Address	Fax			Age of Firm (Yrs.)
City State ZIP				
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
Address	Fax			Age of Firm (Yrs.)
City State ZIP				
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
Address	Fax			Age of Firm (Yrs.)
City State ZIP				
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
Address	Fax			Age of Firm (Yrs.)
City State ZIP				
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
Address	Fax			Age of Firm (Yrs.)
City State ZIP				

## EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

## PART II

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

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

**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) XX-100XXXX for <RFP Title> to perform (Project Title).

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

Your firm has 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. 22-1002758  
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>
-----------------	----------------------	-----------------	-------------------------	-----------------

**(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)**