



**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
REQUEST FOR PROPOSALS (RFP) 23-1002920**

FOR

ON-CALL RAILROAD PROPERTY MAINTENANCE OF WAY SERVICES

KEY RFP DATES*

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|-------------------------------------|------------------------------------|
| RFP Issue Date: | March 30, 2023 |
| Question Submittal Deadline: | April 14, 2023 at 4:00 p.m. |
| Proposal Due Date: | May 12, at 2:00 p.m. |
| **Interview Date: | May 31, 2023 |
| Contract Award: | July 5, 2023 |
| Notice To Proceed: | August 1, 2023 |

***ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE**

****Interviews are optional**



March 30, 2023

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS (RFP) 23-1002920,
“ON-CALL RAILROAD PROPERTY MAINTENANCE OF WAY SERVICES”
 (“Project”)**

The San Bernardino County Transportation Authority (“SBCTA”) invites proposals from qualified firms to provide the services 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 August 1, 2023. 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, the firm’s understanding of the needs and requirements of the Project, cost and price, and overall value to SBCTA as identified in this RFP.

The RFP and all RFP schedule updates and addenda, together with other important information, are available on the Vendor Portal on SBCTA’s website at www.gosbcta.com: click on “Doing Business”, which will take you to the “Bids & RFPs” page. There, click on the tab “Vendor Portal”. The Vendor Portal is the official means of notification to all prospective proposers. Firms are requested to check the Vendor Portal periodically, and no less frequently than weekly, for RFP schedule updates, addenda, and other information. All proposers will be held accountable for compliance with all updates, addenda and other information posted on the website. Please note that SBCTA will not be responsible for mailing any addenda, schedule updates or other information to any firm.

Proposals are due on or before **2:00 p.m., Friday, May 12, 2023**

Questions received after the date and time specified may or may not be responded to, at the sole discretion of SBCTA. SBCTA’s responses to the questions received by the date and time identified herein will be posted on the Vendor Portal on SBCTA’s website at www.gosbcta.com: click on “Doing Business”, which will take you to the “Bids & RFPs” page. There, click on the tab “Vendor Portal”.

The California Labor Code section 1770, et seq., requires that certain consultants on public works projects pay their workers based on the prevailing wage rates which are established and issued by the Department of Industrial Relations (<http://www.dir.ca.gov>). Proposers responding to this RFP agree to adhere to the Prevailing Wage requirement and use the wage schedules applicable at the time the

work is performed, which can be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

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

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

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

The award of this contract is subject to the availability, appropriation and receipt of federal, State and/or local funds sufficient to carry out the work identified in this RFP.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

REQUEST FOR PROPOSALS 23-1002920

FOR

“ON-CALL RAILROAD PROPERTY MAINTENANCE OF WAY SERVICES”

I. PROPOSAL INSTRUCTIONS

A. INTRODUCTION

The San Bernardino County Transportation Authority (“SBCTA”) is soliciting proposals from qualified firms (“firms” or “proposers”) to assist SBCTA with On-Call Railroad Property Maintenance Services (“Project”).

B. CONTACT INFORMATION

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

Shaneka M. Morris
Procurement Manager
SBCTA
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
(909) 884-8276
smorris@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
INTENTIONALLY OMITTED

D. WRITTEN QUESTIONS/CLARIFICATIONS All questions and/or requests for clarification of this RFP must be put in writing and submitted electronically via Planet Bids, and they must be received by SBCTA no later than April 14, 2023 at 4:00pm.

Questions received after the date and time specified may or may not be responded to, at the sole discretion of SBCTA. SBCTA is not responsible for failure to respond to questions that are not appropriately marked. SBCTA's responses to the questions received by the date and time identified herein will be posted on the Vendor Portal on SBCTA's website at www.gosbcta.com: click on "Doing Business", which will take you to the "Bids & RFPs" page. There, click on the tab "Vendor Portal".

E. ADDENDA

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

F. CONTRACT TYPE

A Time and Materials contract will be used for the Project. Any work provided by the selected firm 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), the Price Proposal (Attachment B) and the contract (Attachment C), 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 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, without exceptions.

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 received assistance from any such person or entity, or who will use the services of such person or entity in performing the Work, will be disqualified. A firm who 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.

J. PRE-CONTRACTUAL EXPENSES

SBCTA shall not be liable for any pre-contractual expenses incurred by the firm in preparation or submission 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). 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, 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. DISADVANTAGED BUSINESS OPPORTUNITIES

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

II. PROPOSAL SUBMITTAL

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

Proposals are due at or before 2:00 p.m., May 12, 2023. Proposals will be submitted electronically through SBCTA's Vendor Portal PlanetBids. To propose for this project vendors must be registered with PlanetBids.

A firm must accept the PlanetBids 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 10 page cap (8 ½" x 11"), in no less than 11-point font. Charts and schedules may be included in 11" x 17" (counted as 1 page each) 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:

| Documents not included in page count |
|---|
| Table of Contents |
| Cover Letter |
| Memorandums from Subconsultants |
| SBCTA-provided Forms |
| Outside Cover |
| Section Dividers |
| Appendices |
| Resumes |

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

All proposals must include the following information:

1. Cover Letter

- Identification of all proposed subconsultants, including description of the work to be performed by the firm and each subconsultant proposed for the Project and an estimate of the percentage of work to be performed by each subconsultant.
- Indicate the location of the office from which the work will be performed.
- A memorandum from a principal of each subconsultant indicating the specific portion of the Work the subconsultant will be performing.
- Acknowledgement of all addenda.
- A signed statement by an officer of the prime firm attesting that all information in the proposal is true and correct.
- A signature of an authorized person within the prime firm who can bind the firm to the terms and conditions of the RFP.
- A statement that the proposal shall remain valid for 120 days from the date of submission.
- A list of all prime contracts (if any) awarded to the proposer by SBCTA for the last five (5) years. The list shall include a short description of the project, the award date, completion date, name of assigned Project Manager, and contract value.

2. Contract Termination Circumstances

If proposer has ever been terminated from a contract, describe the facts and circumstances in detail.

3. Technical Information

The technical portion of the proposal shall include the following information:

a. Qualifications, Related Experience, and References

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

Specifically:

- Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, limited liability company, partnership, sole proprietorship); number, size and location of offices; number of employees. Include confirmation that the prime and subconsultants are registered with the Department of Industrial Relations.

- Provide a general description of the firm's current financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede ability to complete the Project.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and the participation in such work by the key personnel proposed for assignment to this Project. Highlight the firm's and key personnel's experience with the work or services identified in the Scope of Work.
- Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.
- Provide a list of past joint work by the proposer and each subconsultant, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.
- Provide completed reference forms for work of a similar nature to what is in this RFP. (See 6. References for full details). References may also be supplied from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

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

Specifically:

- Provide education, experience and applicable professional credentials of proposed staff.
- Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this Project, current assignment, level of commitment to that assignment, availability for this assignment, and how long each person has been with the firm. SBCTA reserves the right to review, approve and/or designate the positions and functions deemed to be "key" to the Project and request information concerning key personnel not listed as such by the proposer.
- Furnish brief resumes (not more than two [2] pages each) for the proposed key personnel.
- Include a Project organization chart that clearly delineates communication and reporting relationships among the project staff, including subconsultants.
- Include a statement that key personnel will be available to the extent proposed, or designated by SBCTA, for the duration of the Project, acknowledging that no person designated as "key" to the Project shall be removed or replaced without the prior written concurrence of SBCTA.

c. Project Approach/Work Plan

This section of the proposal shall provide a narrative that addresses the Scope of Work and shows 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 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 will they be addressed.

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

4. Forms – Proposers are required to complete and submit the following form, which are included in this RFP, with their proposal:

- Form 12-B, "Bidders List of Subcontractors".
- Certificate of Compliance with Insurance Requirements
- Disclosure of Campaign Contributions to Board of Directors
- Consultant Questionnaire
- Iran Contracting Act of 2010 Certification Form

5. Price Proposal –

Proposers shall complete the pricing documents in this RFP identified as Attachment B, and submit with their proposal.

6. References –

Proposing firm and the Project Manager shall each have a total of 3 completed Reference Forms (see Attachment D) submitted directly from current or past clients. It is the responsibility of the Proposer to ensure timely return of any/all Reference Forms to smorris@gosbcta.com in accordance with the proposal due date and time established within this solicitation. Reference Forms will only be accepted if received directly from the client; forms received directly from the Proposer will NOT be evaluated. Reference Forms must

include the name, title, address, telephone number, and e-mail address of the person(s) at the client organization who is most knowledgeable about the work performed.

7. Scope of Work and / or Contract Exceptions

SBCTA does not anticipate making substantive changes to its form contract. Proposers are asked to include in their proposals a written discussion of any and all proposed exceptions to or deviations from SBCTA's Scope of Work or form of contract presented herein as Attachment C. Proposers will be deemed to have accepted any and all terms and conditions not objected to or identified for any exception or deviation in the proposal and no further negotiations of any such term or condition will occur. 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.

8. Appendices

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

9. Confidential Documents

Proposers are advised that any and all documents related to this procurement will be made available to the public on SBCTA's website upon the conclusion of this procurement. Any sensitive or confidential information or financial statements should be submitted as a separate document, under separate cover, and marked as "Confidential." SBCTA has sole discretion to determine whether information is protected from disclosure under the California Public Records Act and proposers are advised that marking information "Confidential" does not guarantee it will not be made public.

III. ACCEPTANCE OF PROPOSALS

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

IV. SELECTION CRITERIA AND WEIGHTS

The primary objective of SBCTA is to select a qualified firm to perform the Scope of Work for SBCTA at a fair and reasonable cost. 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, and overall best value to perform the required Work identified in the Scope of Work.
- D. Upon review of the proposals, to determine the best qualified Firm to meet the requirements of this RFP, SBCTA may elect to invite a shortlist of firms within the competitive range to an interview tentatively scheduled for **May 31, 2023, via Zoom**. The contract will be awarded to the firm whose proposal offers the overall best value, best conforms to the RFP and is, in the opinion of SBCTA, most advantageous to SBCTA, and with whom a successful negotiation and agreement on cost and price can be concluded. 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 and to negotiate with any responsible, responsive firm. SBCTA is under no obligation to award a contract for the Scope of 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 that offers the best overall value to SBCTA. SBCTA may or may not engage in negotiations with firms who submit proposals; therefore, the firm's proposal should contain the most favorable terms and conditions including pricing, since the selection and award may be made without any discussion with any firm.
- 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, to deliver quality products and services, and to deliver projects within budget and on schedule; and experience working with public agencies identified in this RFP. - **20 points**.
 - **Proposed Staffing and Project Organization:** Technical expertise and professional competence in areas directly related to the work identified in the RFP; level of experience, possession of certifications and licenses required, and level of training of key personnel assigned, including subconsultants, if applicable; strength of experience and stability of proposed personnel; breadth and depth of resources, coordination of Work and quality control; availability of proposed staffing; and concurrence with restrictions on changes to key personnel. - **25 points**.

- **Work Plan:** Depth of understanding of SBCTA's needs and requirements; understanding of the Scope of Work. Proposer's approach and methodology/systems reflect 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 and procedural innovations identified in the proposal - **30 points**.
- **Price:** Reasonableness of fee proposed. The price proposal follows prescribed format; includes breakdown of labor and expenses; is competitive with the marketplace of the same or similar services; and the proposed level of effort is consistent with the Scope of Work. -**25 points**.

G. If SBCTA elects to conduct interviews, SBCTA shall select the highest ranked firms to participate in the interview process. The number of firms so invited shall be at the discretion of SBCTA, but shall not be less than two. Firms who are invited to the interview will be asked a series of questions which will be scored. The maximum score for the interviews is 100 points. Upon completion of the interview, the Evaluation Committee shall compile their interview scores. The interview will be weighted **55%** and the technical proposal will be weighted **45%**.

V. NEGOTIATIONS AND AWARD

The contract, Scope of Work and price may be negotiated with the selected consultant. However, SBCTA may elect to not negotiate with any of the firms, and/or not award the contract. Therefore, it is imperative that each firm submit their best price as part of their proposal.

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

VI. PROTEST INFORMATION

SBCTA has on file written protest procedures (Policy 11007). Firms may download a copy from www.gosbcta.com: click on "Doing Business," and under the tab "Bids & RFPs" scroll down to the heading "Important Documents".

VII. DEBRIEFING

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

VIII. PUBLIC RECORDS ACT

Proposals may be subject to public disclosure under the California Public Records Act and other public records laws, and by submitting a proposal, the proposer waives all rights to confidentiality of any information submitted in the proposal, except as otherwise provided in II.A.9., 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”

Scope of Work

On-Call Railroad Right-of-Way Maintenance of Way

Provide railroad right-of-way maintenance of way services on an as-needed basis in support of SBCTA's Transit and Rail Programs on the 58.8 miles of railroad right-of-way owned by SBCTA as identified on the attached SBCTA Railroad Rights of Way Exhibit. Such railroad right-of-way maintenance of way services shall include maintenance of way activities for SBCTA owned right-of-way along the San Gabriel Subdivision, the Redlands Subdivision, the Baldwin Park Subdivision and the Shortway. CONSULTANT shall act proactively under the terms of this Scope of Work, and shall coordinate with and take direction from and through SBCTA'S Project Manager. SBCTA may add to or remove portions of the right of way subject to this Scope of Work as conditions change during the term of the agreement. SBCTA and CONSULTANT shall negotiate any reasonable change in compensation related to any such adjustment.

Maintenance of way on all active rail line segments, whether passenger or freight, owned by SBCTA is currently performed by SCRRA for right-of-way within 20 feet of centerline of track ("Metrolink ROW"). SBCTA's Project Manager shall coordinate with SCRRA regarding maintenance work within the Metrolink ROW. CONSULTANT shall be responsible for maintenance of way outside of Metrolink ROW on all such active segments and for the entire width of SBCTA's inactive or out-of-service right of way, except where maintenance is provided by a third party under license or other agreement. CONSULTANT shall notify SBCTA's Project Manager promptly of any information it receives regarding unsafe conditions, attractive nuisances or other negative conditions on or along SBCTA's right-of-way, whether within CONSULTANT's area of responsibility hereunder or not.

The San Gabriel Subdivision is operated by Southern California Regional Rail Authority (SCRRA), with train speeds up to 90 mph, for the Metrolink commuter trains, the National Railroad Passenger Corporation's (Amtrak) passenger trains and freight trains by the Burlington Northern Santa Fe Railway (BNSF), and the Union Pacific Railroad (UPRR). The Metrolink San Gabriel Subdivision runs from downtown Los Angeles east to San Bernardino. It starts at control point (CP) Pasadena Junction which is SCRRA Mile Post (MP) 0.9 at Union Station and ends at the Metrolink San Bernardino Station (Santa Fe Depot) at MP 56.2. SBCTA owns the right-of-way beginning at MP 34.0 at the Los Angeles/San Bernardino County line in Montclair to MP 52.2 at Rancho Avenue in San Bernardino. The average width of the railroad right-of-way is 100 feet from property line to property line.

The Redlands Subdivision starts at the San Bernardino Santa Fe Depot and runs 13.2 miles to the east. With the completion of the Redlands Passenger Rail Project and commencement of the Arrow Service the active portion of the Redlands Subdivision is now considered an extension of the San Gabriel Subdivision operated by SCRRA. The track is active from MP 56.7 to MP 66.6 and includes BNSF freight service from MP 56.7 to MP 60.7. The track is out of service beyond University Station in Redlands, between the old ATSF Mile Posts for the Redlands Subdivision MP 9.9 and MP 13.2. Additionally, there is approximately 9 acres of fragmented, inactive right-of-way, surplus parcels along the historical alignment, throughout the City of San Bernardino and City of Highland, still owned by SBCTA. The width of the railroad right-of-way varies from 50 feet to 100 feet from property line to property line.

The portion of the Baldwin Park Subdivision that SBCTA owns runs from the Los Angeles/San Bernardino County line in Montclair to Rancho Avenue in the City of San Bernardino. Currently there are tracks but no active freight service for approximately 2.5 miles of the Rialto Industrial Spur between UPRR's Colton Cut-Off near UPRR MP 537.9 and Cactus Ave in the City of Rialto near MP 535.4. This segment is still considered an active rail line until UPRR completes their abandonment of common carrier status on this 2.5 mile portion of the Baldwin Park Subdivision, subject to SCRRA

maintenance. Maintenance activities outside the Metrolink ROW for this active 2.5 mile segment are the responsibility of the CONSULTANT, but shall be subject to coordination with UPRR. Much of the remaining Baldwin Park Subdivision is licensed for the Pacific Electric Trail by the various cities adjacent to the right-of-way. The width of the right-of-way varies from 80 feet to 100 feet with the majority of the maintenance being done by the cities under license agreements with SBCTA. Once UPRR completes abandonment of their common carrier status, the City of Rialto may extend the Pacific Electric Trail to the city limit at Pepper Ave.

SBCTA also has recently purchased Main Track #4, line segment 7202 of the San Bernardino Subdivision approximately from MP 0.09 to MP 2.2, and its associated right of way land and appurtenances from BNSF. This length of ROW is commonly and hereinafter referred to as the "Shortway". The Shortway runs from the Metrolink San Bernardino Station (San Bernardino's Santa Fe Depot) approximately 2.1 miles southwest toward the Metrolink Eastern Maintenance Facility located in Colton, California. The CONSULTANT is responsible for maintenance outside the Metrolink ROW on this segment.

To allow for the safe and efficient operation of passenger and freight trains, the railroad right-of-way needs to comply with Federal, State, and local regulations regarding weed abatement, fire prevention, and nuisance liability standards. CONSULTANT shall provide an SCRRRA-approved Roadway Worker in Charge (RWIC) as qualified under 49 Code of Federal Regulations (CFR) 214.353. RWIC is required at all times, while working within SBCTA property upon which SCRRRA maintains and operates active railroad facilities. CONSULTANT will need to meet all SCRRRA's training and certification requirements within 45 days after the execution of the contract. It is the CONSULTANT's responsibility to ensure all applicable Federal, State, and local regulations, training, and certification requirements are met at all times for the duration of the contract.

Specific work projects may be authorized by the SBCTA Project Manager, who shall have the discretion to determine which projects will require a written Contract Task Order and which may be authorized in the normal course of business by vocal or telephonic approval, email or other means of communication.

The CONSULTANT shall maintain the appearance of the property, facilities and structures (bridges, retaining walls and signs); in compliance with Federal Railroad Administration (FRA), California Public Utilities SBCTA, and the various municipal code requirements of the local agencies within the County of San Bernardino.

Services shall consist of weed abatement & vegetation control (fire hazard prevention); herbicide & pesticide applications; removal of debris & trash; abatement of encampments, illegal structures and shelters, belongings and related items, materials and substances associated with transient or homeless persons trespassing upon the ROW; fencing and barricade installation and/or repairs; drainage repairs; graffiti abatement & control; tree trimming & removals; and installation/maintenance/repair of railroad signage. The removal of hazardous materials shall be coordinated with a licensed hazardous materials contractor.

All work shall be done in compliance with all applicable public and worker safety laws and regulations, including without limitation, applicable Cal/OSHA standards. CONSULTANT shall maintain all required documentation available at the scope task site for review by the SBCTA's representative.

The CONSULTANT shall provide all materials and equipment for the services specified.

Weed Abatement & Vegetation Control - Weed abatement and vegetation control, shall be performed in accordance with California Health and Safety Codes and municipal code requirements of the County of San Bernardino. The purpose of this service is to prevent fire hazards posed by vegetative growth and accumulation of combustible materials. Except as noted below, vegetation and weeds should be regulated and cut so as to not exceed 6 inches in height within the right-of-ways, and shall

be kept at 3 inches when 0 to 100 feet from structures. Weed abatement shall be by mowing, gas powered weed trimmers or by use of hand tools, to augment the herbicide program. CONSULTANT shall dispose of vegetation and/or weeds (including cut brush).

Decorative landscaping, erosion control, vegetation, and natural vegetation in open space areas, which is more than 20 ft. from centerline of track, will be removed at the direction of SBCTA's Project Manager.

Herbicide and Pesticide Application - Herbicide application will be a pre-emergent application in the fall and spot treatments of contact herbicides on an as necessary basis during the Summer and late Fall. Herbicide application shall be completed by a Certified Pest Control Applicator, under the supervision of a Pest Control Advisor. All personnel shall be licensed, by the State of California and all work will have written Pest Control Recommendations - submitted to the County Agricultural Commissioner in accordance with applicable regulations. SBCTA's Project Manager will confer with the Pest Control Advisor to determine the best chemical and rate of application on an individual parcel basis. This work is supplemental to herbicide control currently performed by SCRRA's Track, Structures and Right-of-Way Maintenance Contractor, under separate contract. The SBCTA's Project Manager will identify areas that require Herbicide Control.

SBCTA's Project Manager shall be notified at least one week in advance of the time set for application of any chemicals so that a SBCTA representative may witness the application.

The notification shall include all related MSDS certifications for all herbicides, pest control, and other chemical materials.

Clean-Up of Debris and Trash (non-hazardous waste) - Contractor shall pick-up all debris and trash, on the right-of-ways, and will remove and dispose of vegetation and refuse at specified dump sites within San Bernardino County. Materials to be removed may include, but are not limited to, broken concrete, asphalt, construction debris, scrap metal, furniture, appliances, automobile parts, shopping carts, tires, trees, dead vegetation, dead animals, bagged or loose trash. Individual items will be handled manually within Occupational Safety and Health Administration (OSHA) guidelines. Items removed which may be potentially hazardous, must be done so appropriately, under such guidelines. All dump fees associated with maintenance services on the right-of-ways will be reimbursed at cost.

Abatement of Homeless Encampments, etc. - Abatement of encampments, illegal structures and shelters, belongings and related items, materials and substances associated with transient or homeless persons trespassing upon the ROW shall be carried out in coordination with applicable local law enforcement and in accordance with direction from SBCTA and its legal counsel, which may require consultation and coordination with recognized service agencies and/or advocacy organizations serving the homeless population, in appropriate cases.

Fence and Barricade Installation, Repairs and Minor Upgrades -Work shall consist of new fence installation, repair to existing, and incidental upgrades to: welded wire mesh, chain link, post and cable, and any other fencing or barrier repairs as may be required. The frequency of fence repair is dependent upon vandalism and/or accidents which occur along the right-of-way. New fence material shall be chain link, welded wire mesh, or a SBCTA-approved equivalent. New fence installation will be at the direction of SBCTA's Project Manager.

Drainage System and Maintenance Repairs - CONSULTANT shall remove silt, drift, and/or obstructions, from drainage channels, and restore erosion damage, upon direction of SBCTA's Project Manager. The removal of vegetation and/or debris will be done in a manner which preserves the functional performance of all drainage facilities and in a manner that does not create depressions in the ground capable of ponding water. CONSULTANT will also be required to maintain SBCTA's railroad right-of-way vehicular access roads, removing any obstructions and repairing erosion damage.

CONSULTANT shall place erosion prevention materials (i.e. sandbags, silt fence, fiber rolls, etc.) along areas of right-of-way where potential flooding of adjacent properties may occur at SBCTA's Project Managers direction. This shall be done prior to any inclement weather, if possible. SBCTA's Project Manager may request Contractor's crew work outside of normal scheduled days during times of excessive inclement weather.

Graffiti Abatement & Control - CONSULTANT shall control graffiti through painting or cleaning on structures, walls, fences, signs, bridges and abutments, under the direction of SBCTA's Project Manager. Paint shall be applied by roller, brush, or spray apparatus, (including extension arms from 10' to 25'), when requested. CONSULTANT shall use water-based paint, except on roadway signs, where chemical cleaners will be used. (CONSULTANT will consult with SBCTA's Project Manager for situations where cleaning is ineffective, and may be directed to utilize other cleaners or to apply aluminum paint.) Application of paint or cleaning of graffiti will be performed so as to preserve railroad operating information on signs, and structures (only as directed) (e.g. speed signs, milepost signs, and roadway signs). Graffiti removal on aluminum signal houses and apparatus' will be handled by SCRRA Signal forces.

Photos and Documentation - CONSULTANT shall photograph graffiti prior to removal. Photos are to be entered into the San Bernardino County Sheriff's Dept., Tracking Automated and Graffiti Reporting System (T.A.G.R.S.) Program database. This can either be done immediately, through the use of a Smartphone with GPS software or manually once at a computer with internet access. The T.A.G.R.S Program was created and is used by law enforcement as well as outside agencies in order to have one centralized location for tracking all areas (input into system) and costs associated with each area/time of removal. CONSULTANT shall also submit photos and brief narrative reports via SBCTA's Field Observation Tool, to report the limits/location of the start and end of work each day, and to report observed instances of damage to fences, graffiti on surfaces facing the right of way, trespassing/encampments, and other details as may be requested by SBCTA's Project Manager.

Tree Trimming and Removals - CONSULTANT shall trim and/or remove trees in order to maintain clear visibility of railroad signals and grade crossings, as well as those on SBCTA's property causing harm to adjacent property/facilities/etc. CONSULTANT shall provide labor and equipment necessary to clear areas where required in order to maintain the right-of-ways and railroad signals, unobstructed. Work will consist of tree trimming and/or removals, occasional tree replanting, pole line removal and transport and brush removal. Due to the inaccessibility of certain properties, some trees may need to be climbed with the aid of ropes and others may require use of boom truck with a standard bucket lift, in order to be trimmed. Fall Protection shall be used where required.

Tree Work Safety - The CONSULTANT shall perform their work method in compliance with federal standards, local city ordinances and requirements, and CCR Title 8 (Cal/OSHA), Article 12. Tree Work, Maintenance or Removal Standards, and Subchapter 13, Logging and Sawmill Safety Orders, Article 5. Falling and Bucking as applicable to scope. The CONSULTANT shall fully understand and comply with the applicable Cal/OSHA standards and maintain required documentation available at the scope task site for review by the Authority's representative.

Maintenance Repair and/or New Installation of Property and No-Trespassing Signs - Maintenance of existing property and no-trespassing signs within the SBCTA's owned property shall consist of cleaning (wiping clean, or by chemical cleaner) signs to remove graffiti or other substance hindering visibility of words. Repair will consist of correcting bent or broken posts and replace missing hardware (anti-vandalism type). Repair to existing signage is required prior to replacing with new. CONSULTANT shall provide necessary chemicals for removal of graffiti from signs, as well as other materials required to perform this task.

Pest/Insect Control - CONSULTANT shall perform, on a case by case basis, reasonable pest/insect control to maintain the railroad right-of-way free of pests/insects.

Flagging - CONSULTANT will have available an Employee in Charge (EIC)/Flagman as needed, to provide protection for other municipalities or SBCTA staff that may need access to the operating right-of-way.

Public Works Contracts Code - In cases where the cost of work covered by public works contracting requirements under the Public Contracts Code or other state law (including, without limitation, installation or repair fencing, work on drainage and/or drainage facilities, and/or construction or demolition of structures within the ROW) would equal or exceed \$25,000, state law requires such a project to be performed pursuant to a public works contract awarded to the lowest responsive and responsible bidder. CONSULTANT shall promptly notify SBCTA whenever CONSULTANT believes that any potential such instances, and CONSULTANT shall cooperate fully with SBCTA, shall assist in preparing specifications and other bid documents at SBCTA's request, and shall cooperate and coordinate with the selected CONSULTANT. CONSULTANT acknowledges that if CONSULTANT assists SBCTA in such pre-bid matters, CONSULTANT shall not be eligible to bid on that project. CONSULTANT shall consult with and follow SBCTA's instructions with respect to the determination of when a project will or may be subject to such a separate bidding process. Except to the extent public works are separately bid and awarded to third parties as provided above, the CONSULTANT shall provide all materials and equipment for the services specified above.

LABOR SKILLS AND STANDARDS OF PERFORMANCE

Performance standards shall apply to CONSULTANT in the performance of any subsequent work or specialized trades herein, including any sub-consultants that may be employed by the CONSULTANT.

Failure to begin and diligently prosecute the services as further described herein may be considered grounds for termination of the contract. It will be the CONSULTANT's responsibility to obtain the necessary labor, materials, and/or sub-consultant resources to complete the assignment(s).

If any person employed by the CONSULTANT, or employed as a sub-consultant, should fail or refuse to carry out the work or shall appear to be incompetent or to act in a disorderly manner, he/she shall be removed from all work under this agreement immediately upon the request of the SBCTA and such person shall not again be employed for any services for the SBCTA.

The CONSULTANT is responsible for determining the correct number of personnel (estimated at 4 plus a foreman), labor classifications, and equipment necessary to complete the work.

Key Personnel

The CONSULTANT shall provide resumes of proposed qualified staff and references, as indicated.

Project Manager

Duties:

Plans, directs, and coordinates the activities of the CONSULTANT (including all sub-consultants) in performance of the Services to assure compliance with Agreement terms and conditions, applicable regulations, SBCTA standards, and budgets. Serves as the point of contact for SBCTA staff for all matters relating to the Agreement. Reviews, annual budget and work plan, training schedule, invoices. Supervises, promotes, manages, transfers, and disciplines CONSULTANT staff and arranges with SBCTA for replacement personnel in the event of vacancies.

Minimum Requirements:

- Desire 10 years' experience in supervising or directing the work of others engaged in railroad right of way maintenance and five years' experience in managing construction and/or maintenance.

- Knowledge of 49 CFR 214 Subpart C- Roadway Worker Protection and SCRRA'S MAINTENANCE OF WAY OPERATING RULES and INSTRUCTIONS and all safety requirements.
- Knowledge of the safe and proper procedures for maintenance within operating railroad environment.
- Knowledge of the safe and proper procedures hand and power tools maintenance equipment.
- Must be able to demonstrate ability to communicate in written and verbal English language with prior record keeping experience.

Supervisor/Foreman

Duties:

CONSULTANT shall designate an employee (supervisor/foreman) as a primary point of contact and have the authority to act for the CONSULTANT. Foreman is required to assist and coordinate the activities of the right-of-way maintenance crew on the San Bernardino County Transportation Authority property, that is in active use by passenger and freight trains by arranging for the materials, tools, and equipment required for the maintenance services, arranging for protection of workplace, coordinating with other SCRRA CONSULTANT'S, Metrolink Operation Center (MOC), and affected public agencies, training employees in proper work methods, communicating with trains and MOC regarding train movements through the work area, inspecting work methods and site conditions for safety conditions and efficiency of use of labor and material, and preparing documentation of work performed and resources (labor, material, equipment, and supplies) used.

Minimum Requirements:

- Desire three to five years of railroad right-of-way maintenance experience and/or construction including at least two years of experience in supervising or directing the work of others engaged in railroad right of way maintenance. SCRRA approval may be required.
- Must demonstrate previous experience and certification of 49 CRF 214 Subpart C- Roadway Worker Protection, 214.353 - Training and qualification of roadway workers who provide on-track safety for roadway workgroups.
- Must be able to meet the requirements of 49 CFR 214 Subpart C- Roadway Worker Protection, as well as SCRRA'S MAINTENANCE OF WAY OPERATING RULES and INSTRUCTIONS. Must be able to qualify (under all SCRRA applicable rules and regulations) as a Roadway Worker-in-Charge (RWIC).
- Must be able to demonstrate ability to communicate in written and verbal English language with prior record keeping experience.
- Ability to work outdoors in all weather conditions, to lift objects weighing a minimum of 50 lbs and must have the ability to distinguish colors and to hear warning signals and radio and telephone devices.
- Knowledge of the safe and proper procedures for operating maintenance hand and power tools.

Equipment Operator

Duties:

Operates and performs operator-level duties of smaller equipment and rubber tire off-road equipment such as a backhoe, skip loaders, and skid steers. May work as a member of a crew or independently.

Minimum Requirements:

- Desire one to three years' experience in the operation of rubber tire equipment used in the course of railroad maintenance and/or construction. SCRRA approval may be required.
- Must be able to meet the requirements of 49 CFR 214 Subpart C- Roadway Worker Protection, as well as SCRRA'S MAINTENANCE OF WAY OPERATING RULES and INSTRUCTIONS. Must be able to qualify (under all SCRRA applicable rules and regulations) as an EIC. (Not required at time of proposal submission).
- Knowledge of safe and proper procedures for operating this equipment
- Ability to work outdoors in all weather conditions, to lift objects weighing a minimum of 50 lbs. and must have the ability to distinguish colors and to hear warning signals and radio and telephone devices.
- Ability to communicate in the written and verbal English language.

EIC/Flagman

Duties:

Provides protection for the work activities of other parties engaged in work on the railroad right- of-way by performing safety briefings and issuing instructions to these parties, coordinating this work with the MOC, communicating by radio with train operators to authorize train movement through work area, observing railroad tracks for approaching trains, issuing audible warnings to workers concerning the approach of trains, directing the discontinuance of specific work practices until after train(s) have passed work location, observing work practices of the other parties, observing the workplace for unsafe conditions, and installing and removing temporary signs for the control of train movements. Railroad Worker Protection Safety trained under SCRRA requirements.

Minimum Requirements:

- Preferred one year experience providing on-track safety for roadway work groups.
- Must demonstrate previous experience and certification of 49 CFR 214 Subpart C- Roadway Worker Protection, 214.353 — Training and qualification of roadway workers who provide on-track safety for roadway work groups.
- Must be able to meet the requirements of 49 CFR 214 Subpart C- Roadway Worker Protection, as well as SCRRA'S MAINTENANCE OF WAY OPERATING RULES and INSTRUCTIONS. Must be able to qualify (under all SCRRA applicable rules and regulations) as an EIC.
- Ability to work outdoors in all weather conditions, to lift objects weighing a minimum of 50 lbs. and must have the ability to distinguish colors and to hear warning signals and radio and telephone devices.
- Ability to communicate in the written and verbal English language.

Qualifications applicable to all positions:

Minimum Requirements:

- Must meet all SCRRRA's safety training requirements and maintain certifications.
- Able to communicate in written and verbal English language. Required to pass pre-employment physical examination which includes blood and/or urine testing.
- Ability to work outdoors in all weather conditions, to lift objects weighing a minimum of 50 lbs. and must have the ability to distinguish colors and to hear warning signals and radio and telephone devices.
- The appropriate licensing; professional experience, academic training, and technical skills for the assigned work.

Training:

All CONSULTANT and sub-consultant employees, working on the ROW, are required to complete railroad safety training, (to be provided by SBCTA one time annually), wear all applicable, personal protection safety equipment, and at all times follow all railroad safety rules.

SBCTA will provide initial SCRRRA required safety training for staff identified in the proposal. Any employee that fails to meet the standards shall not be approved for work on SBCTA owned operating right-of-ways, under this contract.

WORK PLAN

The CONSULTANT shall establish, develop, maintain and implement a work plan that; provides an organizational chart of the project team and identifies their respective responsibilities; identifies all resources necessary to complete the work; identifies any resources provided by sub-consultants; and any outlines management tools that will be utilized to manage the work.

Quality Control Plan (QCP)

The Quality Control Plan should include management's role and commitment to quality work, while optimizing cost and schedule performance. It shall describe implementation of policies, procedures and processes that ensure work is performed to the specifications, including a corrective action plan should corrections be necessary, and the methods in place to ensure non- recurrence.

Workmanship

CONSULTANT shall provide workers who are fully trained to the skill level necessary to complete a given job in a satisfactory manner. CONSULTANT warrants that employees shall have all appropriate training needed for the work; have sufficient skill, knowledge and experience to perform such work; have tools and equipment appropriate for the given work; and that all contract work is performed in a safe, professional and workmanlike manner.

CONSULTANT will not substitute any employee for another unless both have been trained equally, and at such time still current within such training. Training costs due to employee changes, requested by CONSULTANT, will be at the CONSULTANT's expense.

Non-Conforming Work

The Authority may reduce payment for any of the following; non-compliant work, non-compliant work left in place; corrective work or unauthorized work.

Emergency Work

CONSULTANT and sub-consultants must have 24-hour contact number(s) and an acceptable means of emergency "on-call" communication with the SBCTA'S Project Manager.

Four (4) hour response time may be required in cases of emergency and within one (1) hour in cases where train operations are halted.

Unsafe Conditions

CONSULTANT and or its sub-consultant are to immediately notify the SBCTA's Project Manager of any unsafe or questionable condition that exists on the right-of-way. Project Manager will then notify the necessary parties.

If the condition poses immediate danger to rail operations, the CONSULTANT shall notify the MOC, then SBCTA's Project Manager.

SCHEDULE

The CONSULTANT shall submit a weekly schedule each Friday, for anticipated work to be performed by following week including location by mile post (MP). Any deviations must be discussed and approved by SBCTA's Project Manager.

CONSULTANT and/or sub-consultant shall respond and perform non-emergency as-needed work request from the SBCTA's Project Manager within one (1) working day, except in cases of emergency, where an immediate response may be requested.

Daily Work Log

CONSULTANT will maintain a daily work log. This log will record the type of work completed by location, personnel and equipment used, direct cost, and any other information SBCTA's Project Manager shall require. CONSULTANT shall provide copies of or access to all daily work logs immediately upon request by SBCTA's Project Manager.

Monthly Report

In addition to the terms of the Agreement, CONSULTANT shall submit a monthly report to include:

- Provide daily work logs as back-up to invoices submitted for payment;
- Itemization of the materials used and corresponding vendor's invoice copies;
- Direct cost of labor;
- Equipment rental charges;
- Workers' certified payrolls;
- Equipment used; size, type and identification no.
- Attach a summary sheet for the hours expended for each task for each month and total project to date

EQUIPMENT

The CONSULTANT's equipment shall be in good repair and able to operate efficiently and safely. All equipment used in the performance of this contract shall be in operable condition and meet the local, state and federal safety requirements. All equipment used shall be inspected and serviced regularly. The inspection and service records shall be available upon request. All vehicles shall be registered, licensed, insured and operated by a licensed driver. All vehicles shall follow laws regarding parking, driving, and licensing.

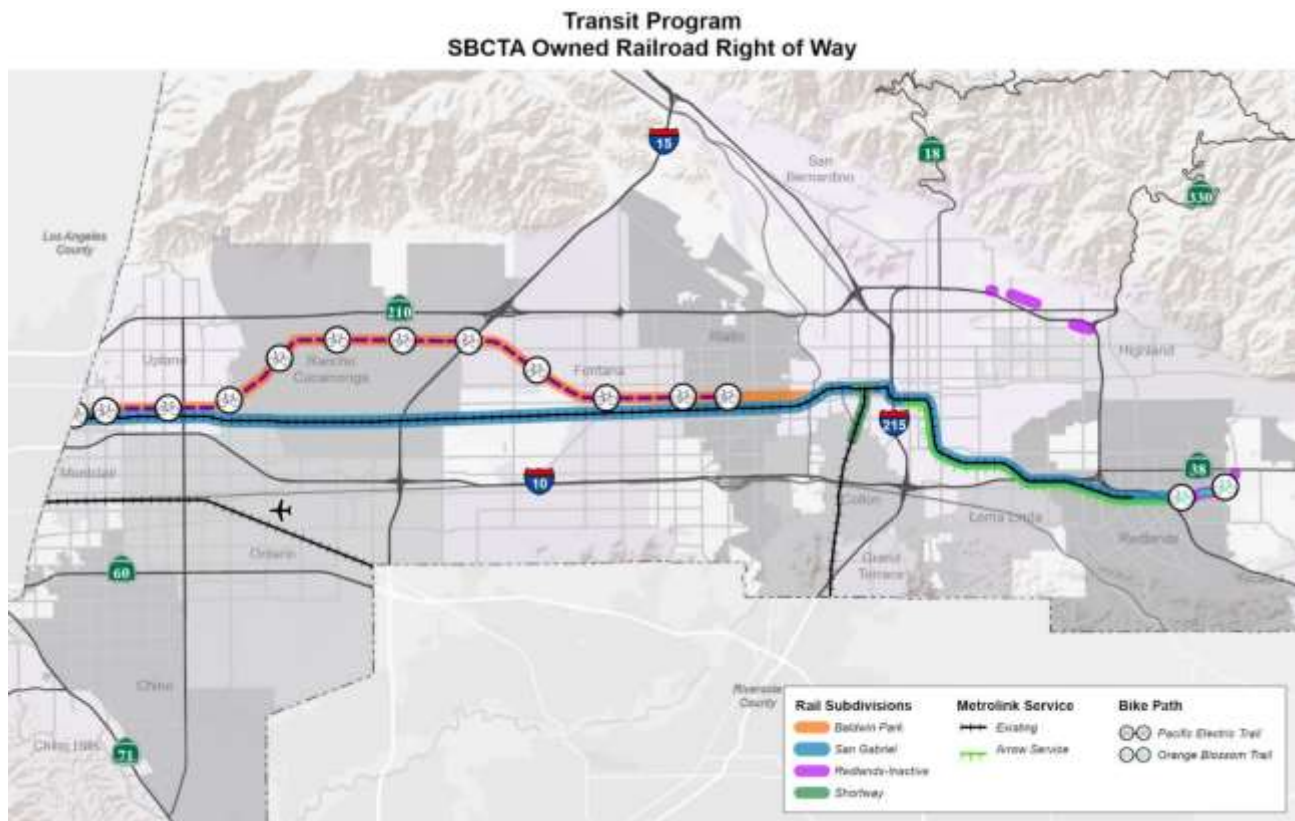
The CONSULTANT's equipment shall have the proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the SBCTA Project Manager shall direct the CONSULTANT to remove such Equipment and/or operation until the deficiency is corrected to the satisfaction of the SBCTA Project Manager.

The SBCTA Project Manager may inspect the CONSULTANT's equipment and tools at any time. The daily anticipated equipment necessary to perform this work, but not limited to;

- One (1) Foreman/supervisor pick-up truck.
- One (1) Crew truck.
- One (1) truck with automatic dumping capability with a minimum hauling capacity of 6 cubic yards.
- Hand and power tools consisting of weed trimmers, chain and pole saws, hedge trimmer, but not limited to; with a value of \$500.00, shall be considered part of the CONSULTANT s overhead cost.
- The anticipated heavy equipment necessary to perform this work including, but not limited to the following;
 - Backhoe
 - Dozer-D4 or equal
 - Skip loader with a 4 in 1 bucket
 - Street sweeper, and skid steer with attachments

IMPORTANT NOTICE: Unless equipment rates are specifically identified in the Agreement, reimbursement for equipment rental will be either at the CALTRANS published rates within "Labor Surcharge and Equipment Rental Rates" or the actual rental rate, whichever is less. Equipment rental payment is full compensation for rental equipment costs, including moving rental equipment to and from the site using its own power. For rental equipment that cannot be transported economically using its own power, no transport cost will be paid.

SBCTA Railroad Rights of Way Exhibit



ATTACHMENT “B”
“PRICE PROPOSAL FOR TIME AND MATERIALS”



**Attachment B Price Proposal for Time
and Materials**

RFP No. 23-1002920-

Key Personnel

| Name | Classification/Title | Hourly Rate |
|------|------------------------|-------------|
| | Project Manager | \$ |
| | Contract Administrator | \$ |
| | Foreman | \$ |
| | Laborer 1 | \$ |
| | Laborer 2 | \$ |
| | Laborer 3 | \$ |
| | Laborer 5 | \$ |
| | Operator 2 | \$ |
| | Operator 3 | \$ |
| | Operator 4 | \$ |
| | Operator 6 | \$ |
| | Operator 8 | \$ |
| | Flagman | \$ |
| | | \$ |
| | | \$ |
| | | \$ |

Equipment

| Equipment | Hourly Rate |
|-----------------------|-------------|
| Backhoe | \$ |
| Chainsaw | \$ |
| Dump Truck | \$ |
| Pick-up Truck | \$ |
| Pole Saw | \$ |
| Skid Steer with Mower | \$ |
| Skip Loader | \$ |
| Mini Excavator | \$ |
| Generator | \$ |
| | \$ |
| | \$ |
| | \$ |

Proposer

Signature of Authorized Person

Date

ATTACHMENT “C”
“PROPOSED CONTRACT”

CONTRACT NO. 23-1002920

BY AND BETWEEN

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

AND

FOR

_____ SERVICES

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

RECITALS:

WHEREAS, SBCTA requires certain work services as described in Exhibit "A" of this Contract; and

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A "Scope of Work" ("Work") in accordance with all applicable professional 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" includes, without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

- 1.2 The Project Manager for this Contract is Ryan Aschenbrenner____, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the SBCTA Director of Transit and Rail Programs 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; and demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through June 30, 2028, until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for up to two (2) one (1) year Option Terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed June 30, 2030.

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 application 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 _____ Dollars (\$_____). 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 Proposal for Time and Materials". The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract, except as to when prevailing wage must be paid, in which case the current applicable prevailing wage shall be paid, and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. 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. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA's contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

For large files over 30 megabytes, invoices can be submitted using this link:
<https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission>

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract

for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.

4.4 *Intentionally Omitted..*

4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.

4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.

4.7 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31 are subject to repayment by CONSULTANT to SBCTA.

ARTICLE 5. 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 6. 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 7. 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 8. DOCUMENTATION AND RIGHT TO AUDIT

- 8.1 CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SBCTA, or until the conclusion of all litigation, appeals or claims related to this Contract, whichever is longer. CONSULTANT shall provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA and its representatives or agents to reproduce any materials as reasonably necessary.
- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Work at any time. After CONSULTANT receives any audit recommendations, the cost or price 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
- 8.3 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

- 9.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 9.2 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. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk to SBCTA or the Project, CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any 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.

ARTICLE 10. REPORTING AND DELIVERABLES

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

ARTICLE 11. TECHNICAL DIRECTION

11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA’s Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term “Technical Direction” is defined to include, without limitation:

11.1.1 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 Scope of Work.

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

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

11.1.4 SBCTA’s Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.

11.2 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:

11.2.1 Increases or decreases the Scope of Work;

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

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

11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the “COMPENSATION” Article or the time required for Contract performance;

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

- 11.2.6 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract unless identified herein; or
- 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 11.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in sections 11.2.1 through 11.2.7 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 CONSULTANT, SBCTA shall:
- 11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
- 11.5.2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 12. CHANGES

- 12.1 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 an amendment to this Contract.
- 12.2 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 13. EQUAL EMPLOYMENT OPPORTUNITY

- 13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military or veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders

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

- 13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 14. 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 15. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rates) 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's PM. 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 this Contract. Key Personnel are:

| Name | Job Classification/Function |
|-------------|------------------------------------|
| | |
| | |
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| | |

ARTICLE 16. 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 standards that are generally accepted in the profession in the State of California.

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a 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.
- 17.2 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.
- 17.3 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 remain confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act, or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents.
- 17.4 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.
- 17.5 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 both Parties.
- 17.6 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 18. TERMINATION

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

- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court 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 deliverables and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.
- 18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 19. STOP WORK ORDER

Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with section "Termination" above.

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

21.1 Prior to commencing the Work, subject to the provisions of Article 21.2 “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT’s and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21.1.1 Professional Liability. Intentionally Omitted.

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

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

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

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

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$5,000,000 each occurrence.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$5,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury

- \$5,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The contract number and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
 - The umbrella or excess policy shall follow form over the CONSULTANT's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
 - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
 - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
 - The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$5,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.

- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability The policy must include the following if it is determined by SBCTA's Risk Manager to be in SBCTA's best interests to require such policy:

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

21.1.7 Technology Professional Liability Errors and Omissions Insurance – Intentionally Omitted

21.1.8 Railroad Protective Liability Railroad Protective Liability Insurance: Insurance Services Office Form Railroad Protective Liability, AAR-AASHTO (ISO/RIMA), in the name of SCRRA with respect to the operations the CONSULTANT or any of their subcontractors perform on the Property.

- Minimum Limits: **\$2 million per occurrence**, combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property, including the loss of use thereof. A **\$6 million annual aggregate** shall apply. If providing coverage on the London claims-made form, the following provisions shall apply: The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$9 million aggregate may apply.
- Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- If equivalent, or better, wording is not contained in the policy form, the following endorsement must be included:
 - It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

In cases of low hazard activity and insignificant risk to rail facilities, and if the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of the CONSULTANT are explicitly notified, trained, and supervised such that they are not permitted to have any contact with the track or its related improvements, the Railroad Protective Liability Insurance requirement may be waived by SBCTA, or its designated representative, in SBCTA's sole and absolute discretion, where SBCTA's agreements and obligations with rail operators allow it.

21.2. General Provisions

- 21.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non- admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.
- 21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.
- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, 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 subconsultants to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's expressed written approval, no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the 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, in 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.

- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant, with the exception of Professional Liability and Worker's Compensation, shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13, to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days' prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days' prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at procurement@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Non-Limitation of Insurance Requirements - The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the

indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700, which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

21.2.9 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.

21.2.10 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.

21.2.11 Project Specific Insurance - All insurance coverage required to be provided by CONSULTANT, with the exception of automobile liability and workers' compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs

provides dedicated Project-specific limits and identified premiums and meets all requirements described in contract.

21.2.12 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.

21.2.13 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 Contract Price pursuant to a Contract amendment.

21.2.14 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 subconsultant(s) to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

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

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

ARTICLE 22. INDEMNITY

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA and its authorized officers, employees, agents and volunteers (collectively "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 professional.

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

ARTICLE 23. ERRORS AND OMISSIONS

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

ARTICLE 24. OWNERSHIP OF DOCUMENTS

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

ARTICLE 25. SUBCONTRACTS

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in CONSULTANT's proposal, without first notifying SBCTA in writing of the intended subcontracting and obtaining SBCTA’s written approval of the subcontracting and the subconsultant. The definition of subconsultant and the requirements for subconsultants hereunder shall include all subcontracts at any tier.
- 25.2 CONSULTANT agrees that any and all subconsultants of CONSULTANT performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. CONSULTANT shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SBCTA, CONSULTANT shall furnish SBCTA a copy of the proposed subcontract for SBCTA’s approval of the terms and conditions thereof and shall not execute such subcontract until SBCTA has approved such terms and conditions. SBCTA’s approval shall not be unreasonably withheld.
- 25.3 Approval by SBCTA of any Work to be subcontracted and the subconsultant to perform said Work will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subconsultants must be approved in writing by SBCTA. CONSULTANT shall have sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

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

ARTICLE 27. INDEPENDENT CONTRACTOR

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

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

31.1 The Contract consists of the following: Contract Articles, Exhibit A "Scope of Work", and Exhibit B "Price Proposal", SBCTA's Request for Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.

31.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request for Proposal; and last, CONSULTANT's proposal. In the event

of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.

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

ARTICLE 32. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax or email during regular business hours; (b) the first business day following delivery by fax or email when not made during regular business hours; or (c) on the fourth business day after 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.

| To CONSULTANT | To SBCTA |
|--------------------------|--|
| | 1170 W. 3rd Street, 2nd Floor |
| | San Bernardino, CA 92410-1715 |
| Attn: | Attn: Ryan Aschenbrenner |
| Email: | Email: raschenbrenner@gosbcta.com |
| Phone: | Phone: (909) 884-8276 |
| 2 nd Contact: | Copy: Procurement Manager |
| Email: | Email: procurement@gosbcta.com |

ARTICLE 33. DISPUTES

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

ARTICLE 34. GRATUITIES

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

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

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

ARTICLE 37. EVALUATION OF CONSULTANT

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

ARTICLE 38. SAFETY

CONSULTANT shall strictly comply with OSHA regulations and 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 all safety instructions issued by SBCTA or their representatives.

ARTICLE 39. DRUG FREE WORKPLACE

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

ARTICLE 40. ASSIGNMENT

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

ARTICLE 41. AMENDMENTS

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

If it has been conclusively determined that Prevailing Wage Requirements will not apply to any part of the Work for the Project, delete all language under Article 42 and replace with "Intentionally Omitted".

ARTICLE 42. PREVAILING WAGES

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

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

ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. WARRANTY

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

ARTICLE 46. ENTIRE DOCUMENT

- 46.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 46.2 No agent, official, employee or representative of SBCTA has any authority to bind SBCTA to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 46.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. 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 below.

CONSULTANT

**San Bernardino County
Transportation Authority**

By: _____
Name
Title

Date: _____

By: _____
Art Bishop
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

EXHIBIT “A”
“SCOPE OF WORK”

EXHIBIT “B”
“PRICE PROPOSAL FOR TIME AND MATERIALS”

Complete a separate form for each fiscal year

**ATTACHMENT “C”
RFP FORMS**

**CERTIFICATE OF COMPLIANCE WITH
INSURANCE REQUIREMENTS**

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

INSURANCE REQUIREMENTS: (check appropriate boxes below)

- ☐ 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

- ☐ Consultant certifies that the company or individual is fully prepared to secure the necessary insurance coverage and limits as detailed in the SBCTA Contract and comply with all insurance requirements. Any objection to, inability to meet, or request for substitution for the stated insurance requirements, shall be deemed waived, if not stated in Consultant's response to this solicitation.

OR

- ☐ Consultant has identified areas of conflict with the insurance requirements and has provided a list of concerns in its response to the RFP in the exception response section and has referenced each section and page number identified in the SBCTA Contract. Make sure to provide a list of the exceptions such as limits, types of coverages, SIR and deductibles, or other 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 12 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 12 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:

| | | |
|-------------------------|----------------------|-----------------|
| <hr/> | | |
| Company Name | | |
| <hr/> | | |
| Address | | |
| <hr/> | | |
| City | State | Zip Code |
| <hr/> | | |
| Bidder Name | Title | |
| <hr/> | | |
| Bidder Signature | Date | |
| <hr/> | | |
| Phone | Email Address | |
| <hr/> | | |

SBCTA BOARD OF DIRECTORS AND ALTERNATES

| Agency | Board Representative | Alternate |
|--|-----------------------|------------------|
| City of Adelanto | Daniel Ramos | Gabriel Reyes |
| City of Barstow | Paul Anthony Courtney | Carmen Hernandez |
| City of Big Bear Lake | Rick Herrick | Randall Putz |
| City of Chino | Eunice Ulloa | Marc Lucio |
| City of Chino Hills | Ray Marquez | Cynthia Moran |
| City of Colton | Frank Navarro | David Toro |
| City of Fontana | Acquanetta Warren | Peter Garcia |
| City of Grand Terrace | Sylvia Robles | Bill Hussey |
| City of Hesperia | Rebekah Swanson | 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 | Janet Jernigan | Kirsten Merritt |
| City of Ontario | Alan Wapner | Paul Leon |
| 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 | Helen Tran | Damon Alexander |
| City of Twentynine Palms | Joel Klink | Daniel Mintz |
| City of Upland | Rudy Zuniga | James Breitling |
| City of Victorville | Debra Jones | Bob Harriman |
| City of Yucaipa | Bobby Duncan | Matt Garner |
| County of San Bernardino 1 st District | Paul Cook | N/A |
| County of San Bernardino 2 nd District | Jesse Armendarez | N/A |
| County of San Bernardino 3 rd District | Dawn Rowe | N/A |
| County of San Bernardino 4 th District | Curt Hagman | N/A |
| County of San Bernardino 5 th District | Joe Baca, Jr. | N/A |
| Town of Apple Valley | Art Bishop | Larry Cusack |
| Town of Yucca Valley | Rick Denison | Robert Lombardo |

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.

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.)

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.)

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.)

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.)

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, it 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 it to civil penalties, termination of existing contract, and ineligibility to bid or proposed on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205.

PROPOSER OR BIDDER INFORMATION:

| | | |
|---|----------------------|-----------------|
| <hr/> | | |
| Company Name | | |
| <hr/> | | |
| Address | | |
| <hr/> | | |
| City | State | Zip Code |
| <hr/> | | |
| Authorized Representative: Name | | Title |
| <hr/> | | |
| Authorized Representative: Signature | | Date |
| <hr/> | | |
| Phone | Email Address | |
| <hr/> | | |

**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"/> 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 | | Age of Firm (Yrs.) |
| | | <input type="checkbox"/> > \$15 million | | |
| 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 | | Age of Firm (Yrs.) |
| | | <input type="checkbox"/> > \$15 million | | |
| 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 | | Age of Firm (Yrs.) |
| | | <input type="checkbox"/> > \$15 million | | |
| 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 | | Age of Firm (Yrs.) |
| | | <input type="checkbox"/> > \$15 million | | |
| 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 | | Age of Firm (Yrs.) |
| | | <input type="checkbox"/> > \$15 million | | |

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?) |
|--|---------------|--|--|---|
| <i>Name</i> | <i>Phone</i> | <input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million | | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| <i>Address</i> | | <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million | | <i>If YES list DBE #:</i> |
| <i>City State ZIP</i> | <i>Fax</i> | <input type="checkbox"/> > \$15 million | | <i>Age of Firm (Yrs.)</i> |
| <i>Name</i> | <i>Phone</i> | <input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million | | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| <i>Address</i> | | <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million | | <i>If YES list DBE #:</i> |
| <i>City State ZIP</i> | <i>Fax</i> | <input type="checkbox"/> > \$15 million | | <i>Age of Firm (Yrs.)</i> |
| <i>Name</i> | <i>Phone</i> | <input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million | | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| <i>Address</i> | | <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million | | <i>If YES list DBE #:</i> |
| <i>City State ZIP</i> | <i>Fax</i> | <input type="checkbox"/> > \$15 million | | <i>Age of Firm (Yrs.)</i> |
| <i>Name</i> | <i>Phone</i> | <input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million | | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| <i>Address</i> | | <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million | | <i>If YES list DBE #:</i> |
| <i>City State ZIP</i> | <i>Fax</i> | <input type="checkbox"/> > \$15 million | | <i>Age of Firm (Yrs.)</i> |
| <i>Name</i> | <i>Phone</i> | <input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million | | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| <i>Address</i> | | <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million | | <i>If YES list DBE #:</i> |
| <i>City State ZIP</i> | <i>Fax</i> | <input type="checkbox"/> > \$15 million | | <i>Age of Firm (Yrs.)</i> |

**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) RFP 23-1002920 to perform On-Call Railroad Property Maintenance Services (“Project”).

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 smorris@gosbcta.com. Please note, SBCTA will neither accept nor consider questionnaires submitted by proposers.

The questionnaire is due **May 12, 2023 at 2:00p.m.**, however, if you could submit the questionnaire sooner, it would be greatly appreciated.

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

Sincerely,

Reference Name
Title



**RFP 23-1002920
CONSULTANT REFERENCE CHECK**

PROPOSING FIRM/PROJECT MANAGER
NAME _____

BELOW TO BE COMPLETED BY REFERENCE AGENCY/FIRM:

REFERENCE Project Owner/Agency Name

Address

City State Zip Code

Contact Name Contact Title

Phone Email Address

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

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

Ratings: 3 - Excellent 2 - Good 1 - Satisfactory 0 - Poor

(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? If the rating is Poor, please provide an explanation here: | Excellent (3) | Took initiative, consistently demonstrated knowledge of the management consulting services on the "Project", consistently anticipated and solved issues. | |
| | Good (2) | Demonstrated knowledge of Project, solved unexpected issues promptly, few mistakes. | |
| | Satisfactory (1) | Demonstrated knowledge of the Project, occasional unanticipated issues arose, some mistakes. | |
| | Poor (0) | Knowledge of the Project was lacking, issues remained unresolved, frequent mistakes. | |
| 2. What was the quality of the advice provided by the firm/key person? If the rating is Poor, please provide an explanation here: | Excellent (3) | Consistently provided thorough and practical advice, anticipated issues we did not point out. | |
| | Good (2) | Rarely had to redirect the firm/key person and advice provided was valuable and responsive. | |
| | Satisfactory (1) | Usually provided helpful information and advice. | |
| | Poor (0) | Repeatedly had to be redirected and prompted to provide an adequate response. | |

| Question | Rating Definition | | Rating |
|---|-------------------------|--|--------|
| <p>3. How was the firm's/key person's independence projected and communicated with the Agency?</p> <p>If the rating is Poor, please provide an explanation here:</p> | Excellent (3) | Discussed methodology/proposed changes of Agency and provided adequate research results to support their position and stood firm on their decision. Always answered/returned calls and correspondence or provided updates promptly. | |
| | Good (2) | Discussed methodology/proposed changes of Agency and provided adequate research results to support their position, but did not always stand firm on their decision. Answered/returned calls and correspondence or provided updates promptly and most of the time. | |
| | Satisfactory (1) | Discussed methodology/proposed changes of Agency, but did not provide adequate research results to support their position and did not always stand firm on their decision. Answered/returned calls and correspondence or provided updates, but not always promptly. | |
| | Poor (0) | Discussed methodology/proposed changes of Agency but did not research or provide support even if they did not agree with changes/methodology; did not stand firm on their decision/frequently sided with Agency. Did not answer/return calls or correspondence or provide updates. | |
| <p>4. How do you rate the firm's/individual's knowledge with proposed work?</p> <p>If the rating is Poor, please provide an explanation here:</p> | Excellent (3) | Exceeded most expectations (knowledge of project requirements always apparent.). | |
| | Good (2) | Exceeded some expectations (knowledge of project requirements frequently apparent.). | |
| | Satisfactory (1) | Met expectations (knowledge of project requirement at times, but further research required). | |
| | Poor (0) | Failed to meet expectations (knowledge of project requirements lacking). | |
| <p>5. How do you rate the firm's/key person's experience?</p> <p>If the rating is Poor, please provide an explanation here:</p> | Excellent (3) | Exceeded most expectations (always negotiated, resolved and processed change orders in a timely manner). | |
| | Good (2) | Exceeded some expectations (always negotiated, resolved and processed change orders and most of the time). | |
| | Satisfactory (1) | Met expectations (negotiated, resolved and processed change orders, but not always promptly). | |

| Question | Rating Definition | | Rating |
|---|-------------------------|--|--------|
| | Poor (0) | Failed to meet expectations (negotiated, resolved and processed change orders, but consistently late). | |
| Question | Rating Definition | | Rating |
| 6. Were the required Services completed on time and to your satisfaction? If the rating is Poor, please provide an explanation here: | Excellent (3) | Always on time or ahead of schedule. | |
| | Good (2) | On time. | |
| | Satisfactory (1) | Occasionally late. | |
| | Poor (0) | Consistently late. | |
| 7. Did the firm/key person's stay within budget? If the rating is Poor, please provide an explanation here: | Excellent (3) | Always within budget. | |
| | Good (2) | Most often within budget. | |
| | Satisfactory (1) | Somewhat within budget. | |
| | Poor (0) | Consistently over budget. | |
| 8. How do you rate the firm's/ key person's task management and scheduling abilities? If the rating is Poor, please provide an explanation here: | Excellent (3) | Exceeded most expectations. | |
| | Good (2) | Exceeded some expectations. | |
| | Satisfactory (1) | Met expectations. | |
| | Poor (0) | Failed to meet expectations. | |

| |
|---|
| 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: smorris@gosbcta.com