



INVITATION FOR BIDS (IFB) 23-1002961

FOR

**Arrow Maintenance Facility Hydrogen Fuel Upgrade Project
Procurement of Major Equipment**

KEY IFB DATES

IFB Issue Date:	April 20, 2023
Written Questions Deadline:	Thursday, April 27, 2023 at 4:00 p.m.
Bid Due Date:	Thursday, May 11 at 2:00 p.m.
Contract Award/Notice of Award Date:	June 2023
Notice To Proceed Date:	June 2023

ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE



April 20, 2023

**SUBJECT: NOTICE INVITING SEALED BIDS
INVITATION FOR BIDS (IFB) 23-1002961
“Arrow Maintenance Facility Hydrogen Upgrade Project - Procurement
of Major Equipment” (hereinafter referred to as “Project”)**

The San Bernardino County Transportation Authority, (“SBCTA”) invites sealed bids for purchase of the major equipment for **Arrow Maintenance Facility Hydrogen Upgrade Project - Procurement of Major Equipment**, hereinafter referred to as “Project.” The engineer’s estimate for this project is approximately **One Million One Hundred Thousand Dollars (\$1,100,000.00.)**

The IFB, including the plans, special provisions, and bid forms for bidding this project, can be found on Planet Bids. Firms intending to submit a bid should note the “Key IFB Dates” on the cover of this IFB. SBCTA intends, subject to contract approval, to have the selected firm under contract by **June 2023**. The IFB and IFB schedule updates and addenda, together with other important information, are available on SBCTA’s website at www.gosbcta.com. Firms are requested to check the website periodically, and no less frequently than weekly, for IFB updates, addenda and other information. All bidders 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.

All questions and/or approved equal requests related to this IFB must be submitted via the vendor portal no later than **Thursday, April 27, 2023 at 4:00 p.m.**

Questions and approved equal requests that are received after the deadline specified herein may or may not be responded to at the sole discretion of SBCTA, and the written responses will be posted via written addendum on SBCTA’s website at www.gosbcta.com, hover over “Doing Business”, then select “Vendor Portal”.

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

Bids are due at or before **2:00 p.m. on Thursday, May 11, 2023**. Bids must be submitted electronically through SBCTA’s Vendor Portal PlanetBids. To propose for this project vendors must be registered with SBCTA’s PlanetBids Vendor Portal website.

A firm must accept the Terms and Conditions in order to proceed. Firms will have a series of tabs and may save their bid at any time as a draft. Firms may edit the bid as often as they need to until the Invitation for Bids (IFB) closes. The PlanetBids system will not accept bids after the due date and time specified for this procurement and SBCTA will not give any further consideration.

Please note that where two or more firms, persons or entities wish to submit one bid in response to this IFB, they should do so on a prime/sub-consultant basis rather than as a joint venture.

SSBCTA will contract with a single firm, person, or entity only, and not with a joint venture.

Bids will be electronically unlocked, and the results will be made available to view through PlanetBids on Thursday, May 11, 2023 at 2:00 p.m. PST

General description of work:

Provide the following equipment for the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project that will be installed by a separate contractor:

- **500kW Standby Generator**
- **Automatic Transfer Switches and Bypass Isolation Switches**
- **Portable Generator Docking Station**
- **Main Switchboard (MSB)**

The Engineer's Estimate of the Value of this Contract is: \$1,000,000.00

As of January 1, 2015, all contractors and subcontractors bidding and performing work on Public Works Projects must register on an annual basis with the California Department of Industrial Relations (DIR), and effective April 1, 2015, furnish electronic payroll records for new projects to the Labor Commissioner.

A contractor or subcontractor shall not be qualified to bid on or be listed in a bid proposal subject to the requirements of Section 4104 of the Public Contract Code, or to engage in the performance of any contract for public work, as defined in Labor Code Section 1720, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 . It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.

If the contract is awarded, the contractor will be required to comply with all applicable laws and regulations, whether or not specifically listed in this IFB or the contract.

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 IFB.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

INVITATION FOR BIDS 23-1002961

FOR

**Arrow Maintenance Facility Hydrogen Fuel Upgrade Project
Procurement of Major Equipment**

I. INSTRUCTION TO BIDDERS

The San Bernardino County Transportation Authority (“SBCTA”) is soliciting bids from qualified firms (“firms” or “bidders”), to provide **Major Equipment for the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project**

A. IFB DOCUMENTS

The IFB, including but not limited to the plans and specifications, special provisions, and bid forms for bidding this project, can be obtained on PlanetBids.

B. CONTACT INFORMATION

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

**San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
(909) 884-8276
Attention: Shaneka Morris- Procurement Manager
smorris@gosbcta.com**

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

C. PRE-BID CONFERENCE

No Pre-Bid Conference is scheduled.

D. EXAMINATION OF BID DOCUMENTS/INFORMED BIDDER

By submitting a bid, the bidder represents and acknowledges that it has thoroughly reviewed the requirements of this IFB, including all documents, contractual requirements, plans and specifications, and has become familiar with the work identified in this IFB. Bidder also acknowledges that it is satisfied with the general and local conditions to be encountered; the character, quality, and scope of work to be performed; quantities and types of materials to be furnished; and character, quality, and quantity of surface and subsurface materials or obstacles.

E. WRITTEN QUESTIONS/APPROVED EQUALS

All questions, clarifications or approved equal requests must be submitted electronically via the vendor portal and they must be received by SBCTA **no later than Thursday April 27, 2023 at 4:00 p.m.** Questions received by the date and time identified in this IFB and SBCTA's responses will be posted on SBCTA's vendor portal.

Any request for an approved equal must be fully supported with technical data or other relevant information as evidence of support that the substitute meets or exceeds the current specification requirements. The burden of proof as to the suitability, equality and compatibility rests solely with the bidder. SBCTA shall be the sole judge as to the suitability, equality and compatibility of the proposed equal.

F. ADDENDA

Any changes to this IFB 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 IFB as a result of any oral discussions and/or instructions. Firms shall acknowledge receipt of any addenda in their bid.

G. CONFLICT OF INTEREST

A firm that has provided architectural or engineering services to SBCTA for the work identified in this IFB before bid submittal is prohibited from any of the following; submitting a bid; subcontracting for any part of the work identified herein; and/or supplying materials.

H. PRE-CONTRACTUAL EXPENSES

SBCTA shall not be liable for any pre-contractual expenses incurred by the bidder in preparation or submittal of its bid. The bidder shall not include any such expenses in its bid. Prohibited pre-contractual expenses include any and all expenses incurred by the bidder prior to issuance of the Notice to Proceed by SBCTA.

I. 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.

J. PREVAILING WAGES

Intentionally Omitted

K. NON-DISCRIMINATION

The contract, if awarded, is subject to the California Fair Employment and Housing Act, Government Code Sections 12900 et seq. The contractor or subcontractor shall not discriminate on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract, or such other remedy, as SBCTA deems appropriate.

L. TAXES

The amount of the bid must be inclusive of state and local sales tax, which remains the obligation of the contractor. The contractor is responsible for payment of all taxes for any goods, services, processes and operations for this contract.

M. LICENSING REQUIREMENTS

Intentionally omitted.

N. INSURANCE REQUIREMENTS (See Insurance Requirements in Sample Contract)

Bidder shall review the insurance language and insurance limits in the sample contract. Bidder shall be fully prepared to secure the necessary insurance coverage and limits as detailed in the Contract and comply with all insurance requirements. Submitting "Certificate of Compliance with Insurance Requirements" form as part of the bid certifies the Bidder's understanding and compliance of the insurance requirements, without exceptions.

II. BID SUBMITTAL

- A. Bids must be submitted on the forms provided in "Bid Forms" included in this IFB. Bidders are responsible for ensuring that the Bid Forms are properly completed. Only original Bid Forms will be allowed unless otherwise stated elsewhere in this IFB. If any forms are incomplete or missing, the Bid may be considered non-responsive and subject to rejection at the sole discretion of SBCTA.
- B. Bids must be submitted **on or before Thursday, May 11, 2023 at or before 2:00 p.m. Bids received after the due date and time will be rejected by SBCTA and returned to the bidder unopened.**
- C. Bidders shall submit their bid electronically via SBCTA's vendor portal.
- D. Bidders shall be responsible for any consequences, including disqualification of the bid, resulting from any inadvertent opening of improperly identified packages. It is the bidder's sole responsibility to see that its bid is received as required in this IFB.
- E. Bids will be publicly opened via SBCTA's vendor portal on May 11, 2023 at 2:00p.m.
- F. Please note that where two or more firms, persons or entities wish to submit one bid in response to this IFB, they should do so on a prime/subcontractor basis rather than as a joint

venture. SBCTA will contract with a single firm, person or entity only and not with a joint venture.

III. ACCEPTANCE OF BIDS

SBCTA reserves the right to accept or reject any or all bids, to waive any informalities or irregularities in any bid, and to determine which bid is the lowest responsive bid of a responsible bidder and which bid should be accepted in the best interest of SBCTA. SBCTA reserves the right to accept, to withdraw, or to cancel this IFB at any time, without prior notice, and SBCTA makes no representation that any contract will be awarded to any firm responding to this IFB.

IV. WITHDRAWAL OF BIDS

A bidder or authorized agent of a bidder may withdraw its bid at any time before the bid opening date and time by submitting a written request to SBCTA, Attn: Procurement Manager, at the address identified in this IFB. Withdrawing a bid prior to bid opening does not prevent a bidder from submitting a timely, new bid. After bid opening, the bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date prescribed for its opening.

V. BID SECURITY FORMS

A. Bid Bond – Each bid shall be accompanied by a bid guaranty in the amount of ten percent (10%) of the bidder's bid amount in the form of (i) cash, (ii) a cashier's check made payable to SBCTA, (iii) a certified check, made payable to SBCTA, or (iv) a Bidder's Bond executed by an admitted surety insurer (as defined in Code of Civil Procedure § 995.660) made payable to SBCTA. The admitted surety executing a Bidder's Bond must be registered to do business in San Bernardino County. If the bidder fails or refuses to enter into a contract, if awarded, the bond shall be forfeited to SBCTA.

VI. SUBCONTRACTOR LISTING

Pursuant to California Public Contract Code section 4104, the bidder shall identify the following in their bid:

- a. The name, location of place of business, California contractor license number and public works contractor registration number issued pursuant to Labor Code Section 1725.5 of each subcontractor performing work or rendering a service to the bidder in an amount in excess of one-half of one percent of the total bid amount, or \$10,000, whichever is greater; and
- b. Show the portion of work by bid item number, description and percentage of each bid item subcontracted.

The bidder shall list only one subcontractor for each portion of work or service to the bidder as identified in its bid and shall complete and submit the subcontractor listing form presented in this IFB package as part of their bid. The successful bidder shall perform work equivalent to at least thirty percent (30%) of the total amount of the work with its own forces. If the bidder is not proposing to use subcontractors, or the portion of the work

is less than ½ of 1%, or \$10,000, the bidder is to acknowledge the subcontractor listing form in this IFB with “Not Applicable.”

The bidder shall complete the form entitled "Listing of Subcontractors" contained in this IFB. Section A of the form must be completed and submitted with the bid. Section B of the form shall be completed and submitted to SBCTA within 24 hours of the Bid Due Date.

VII. DISADVANTAGED BUSINESS ENTERPRISE

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

VIII. CONTRACT AWARD

Any contract awarded as a result of this IFB will be awarded to the lowest responsive, responsible bidder in accordance with this IFB. The successful bidder shall be required to perform all the terms and conditions of SBCTA’s Contract as identified in the form attached hereto as Attachment A.

IX. EXECUTION OF CONTRACT

The successful bidder shall submit to SBCTA the executed contract together with the required Certificates of Insurance, Certification Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusions for the prime and its subcontractors, if applicable, within ten (10) working days from the date of the Notice of Award issued by SBCTA. Failure to submit the documents cited and to execute the contract within the specified time shall be just cause for the annulment of the award and the forfeiture of the bidder’s Bid Bond.

X. PROTEST INFORMATION

SBCTA has on file written Protest Procedures (Policy 11007). Firms may download a copy from <http://www.gosbcta.com>: click on “BIDS & RFPS,” then on the “Contracting” page, click on “Contractor Resources” under the heading “Important Documents.”

XI. PUBLIC RECORDS ACT

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

BID FORMS

FORMS TO BE SUBMITTED AT TIME OF BID

1. Bid Form
2. Bidder's Bond
3. Non-Collusion Affidavit
4. Listing of Subcontractors-Section A. Section B to be submitted within 24 hours after the bid due date.
5. Bidder's Certificate of Compliance – Worker's Compensation Insurance
6. Public Contract Code section **20101** Questionnaire
7. Public Contract Code section 10285.1 Statement
8. Certificate of Compliance with Insurance Requirements
9. Bidder Questionnaire
10. Iran Contracting Act of 2010 Certification Form

FORMS THAT MUST BE SUBMITTED WITHIN TEN (10) BUSINESS DAYS AFTER NOTICE OF AWARD

1. Executed Contract – signed by contractor
2. Insurance Certificates with endorsements

BID FORM
Arrow Maintenance Facility Hydrogen Fuel Upgrade Project
Procurement of Major Equipment

CONTRACT NO. 23-1002961

Name of Bidder: _____
Business P.O. Box: _____
Business Street Address: _____
City, State, Zip: _____
Telephone No.: _____
Fax No.: _____
Date: _____
Contractor's License Number /
Classification _____

The work for which this bid is submitted is for the construction in conformance with the Invitation for Bid, Special Provisions, including the payment of not less than the higher of State general prevailing wage rates or Federal prevailing wage rates, as defined in the Invitation For Bids, the project plans and specifications described below, including any Addenda thereto, the Contract annexed hereto, and the General Prevailing Wage Rates most current edition at the date of the bid opening.

Accompanying this bid is a "Cashier's Check", "Certified Check", or "Bidder's Bond" (Circle applicable term as the case may be), made payable to the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY for the sum of _____ Dollars
\$ _____, in an amount equal to ten percent (10%) of the total bid amount.

If the Cashier's Check or Certified Check accompanies this bid as the guarantee, then the proceeds thereof shall become the property of the San Bernardino County Transportation Authority if, in the case this bid is accepted by said Board of San Bernardino County Transportation Authority or Authorized Representative and such bidder has received a Notice of Award issued by SBCTA, the undersigned shall fail within ten (10) business days, not including Saturdays, Sundays and legal holidays, thereafter to execute a Contract with SBCTA and furnish the securities required by said Board of San Bernardino County Transportation Authority or authorized representative. Otherwise, such guarantee shall be returned to the undersigned.

BID FORM 23-1002961

The undersigned hereby acknowledges the following:

1. The Project Plans dated (**Enter Date**), Invitation for Bid, and Special Provisions dated (**Enter Date**), for the work to be done are entitled:

Arrow Maintenance Facility Hydrogen Fuel Upgrade Project Procurement of Major Equipment

This bid is submitted with respect to the changes to the IFB documents included in the Addenda issued. Bidder further acknowledges the receipt of the following Addenda Number(s): insert number(s) _____.

2. The bidder has thoroughly examined and is familiar with the work required by and the documents contained within this IFB. By investigation at the site of the work and otherwise, the bidder is satisfied as to the nature and location of the work and is fully informed as to all conditions and matters which can affect the work performed and the cost thereof.
3. Bidder fully understands the scope of the work and specifications identified in this IFB, has carefully checked all words and figures inserted in this IFB, and further understands that SBCTA will not be liable for any errors or omissions in the preparation of this bid.
4. Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set for the item.
5. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.
6. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b) as follows:
 - (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount of the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
 - (b) (Decimal errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, one-hundredth, etc., from the entered total, the discrepancy will be resolved using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in SBCTA's final estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided. Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals, and lump sums will be interpreted according to the number or digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total, since all figures are assumed to be expressed in dollars

and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the item's total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error, or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of SBCTA, and that discretion will be exercised in the manner deemed by SBCTA to best protect the public interest in the prompt and economical completion of the work. The decision of SBCTA respecting the amount of a bid or the existence or treatment of an irregularity in a bid shall be final.

7. If this Bid is accepted and the undersigned fails to execute the Contract and furnish the, Insurance Certificates, and the Required Documents within ten (10) working days, not including legal holidays, after the date of SBCTA's delivery to Bidder of the Notice of Award, SBCTA may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Bid and the acceptance thereof shall be null and void and the forfeiture of the bid security accompanying this Bid shall operate and the same shall become the property of SBCTA.
8. The undersigned, as Bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that the Bidder has carefully examined the location of the proposed work, the Contract, any addenda issued, and the plans referred to herein, having become thoroughly familiar with the terms and conditions of the Contract Documents and with the local conditions affecting the performance and cost of the work at the place where the Work is to be done; and the bidder hereby proposes, and agrees if this bid is accepted, that the Bidder will contract with SBCTA, in the form of the copy of the Contract annexed hereto, to provide all necessary labor, machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and in accordance with the requirements of SBCTA as herein set forth, and that he/she will accept as full payment therefore the following prices, to wit:

**BID ITEMS LIST WILL BE LOCATED ON PLANETBIDS IN THE LINE ITEMS TAB –
EXCEL FILES WILL NOT BE ACCEPTED. BIDS MUST BE ENTERED INTO
PLANETBIDS.**

Bids are required for the Base Bid. The amount of the lowest bid for purposes of determining the lowest bidder will be the total prices of all items for the “Base Bid”. The total cost of unit basis items will be determined by extension of the unit cost bid on the basis of the estimated total quantity set for the item. A responsible bidder who submitted the lowest bid shall be awarded the contract, if it is awarded, in the amount of the Base Bid price.

SBCTA
BID FORM 23-1002961
(Continued)

9. Bidder understands that SBCTA reserves the right to reject the bid, and that the bid shall remain open and not withdrawn for a period of sixty (60) calendar days from the date of the bid opening.
10. In accordance with the provisions of sections 1860 and 1861 et seq. of the California Labor Code, every contractor will be required to secure the payment of compensation of his employees. Each contractor to whom a public works contract is awarded shall certify that he/she is aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this contract.
11. In accordance with California Public Contract Code section 10232, the bidder hereby states under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two-year period because of the contractor's failure to comply with any order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board.
12. The Bidder shall comply with Title VI of the Civil Rights Act of 1964 (the "Act"), as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, the contractor and all subcontractors will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan. The contractor certifies that they will comply with all requirements of the Act.
13. Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in the Contract. Should he/she be awarded the contract for the work, bidder further certifies that he/she can meet all Contract requirements for insurance including insurance coverage of his/her subcontractors.
14. Bidder hereby lists the names of all persons interested in the forgoing bid as principals and are as follows:

BID FORM 23-1002961
(Continued)

15. Bidder has attached hereto and incorporated herein the complete and entire list of subcontractors to be employed by the undersigned in the performance of the work.
16. Bidder certifies under penalty of perjury under the laws of the State of California, that the statements within the foregoing Bid, including, without limitation, the questionnaire and statements provided for in Public Contract Code sections 10162, 10232 and 10285.1, are true and correct and that the Bidder has complied with the requirements of section 11102 of the Fair Employment and Housing Council Regulations (Chapter 5, Title 2 of the California Code of Regulations). By my signature on this bid, I further certify, under penalty of perjury of the laws of the State of California and the United States of America, that the Non-collusion Affidavit required under California Public Contract Code section 7106 is true and correct.

This declaration executed in California, at (place) _____ on (date) _____

Business Type: (Check only one) Corporation Partnership Sole Proprietorship

Corporation organized under the laws of the State of: _____

Bid and Certification submitted by _____

Company Name

SIGN HERE

Signature of Authorized Representative of Bidder

Print Name and Title

CERTIFICATE OF ACKNOWLEDGMENT
BIDDERS BOND
CONTRACT 23-1002961

State of California

County of _____

On this ____ day of _____ in the year 20____ before me, _____ personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to this instrument as the attorney-in-fact of, and acknowledged to me that he/she/they subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

WITNESS my hand and official seal.

Signature

Seal

NONCOLLUSION AFFIDAVIT
Public Contract Code section 7106

In accordance with Public Contract Code section 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I, declare under the penalty of perjury under the laws of the State of California that the forgoing is true and correct.

Date: _____
Principal Officer of: _____

(Name and Address of Contractor)

LISTING OF SUBCONTRACTORS

In compliance with the provisions of section 4100 et seq. of the Public Contract Code of the State of California, and any amendments thereof, the undersigned has set forth below the name, the address, and a description of the work for each subcontractor who will perform work or labor or render services to the undersigned in or about the construction of the work or improvement to be performed in an amount over \$10,000 or 0.5% of the total contract bid price, whichever is greater.

Section A - This section is to be completed and submitted with your bid

Subcontractor:

Name

Address

City, State & Zip Code

License Number

DIR Registration No.

Description of work to be performed:

Subcontractor:

Name

Address

City, State & Zip Code

License Number

DIR Registration No.

Description of work to be performed:

Section B - This section to be completed and submitted within 24 hours of the bid due date to procurement@gosbcta.com

Subcontractor:

Bid item number, description and percentage of bid item

Bid item number, and description of bid item

_____ % of work

Subcontractor:

Bid item number, description and percentage of bid item (cont'd)

Bid item number, and description of work

_____ % of work

By:

Bidder's Signature

**BIDDERS CERTIFICATE OF COMPLIANCE REGARDING
WORKERS COMPENSATION INSURANCE**

In conformance with current statutory requirements of section 1860 et. seq., of the Labor Code of the State of California, the undersigned confirms the following certification:

“As the bidder, I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Bidder Name: _____

Signature: _____

Name and Title: _____

Date: _____

CALIFORNIA PUBLIC CONTRACT CODE SECTION 20101 QUESTIONNAIRE

In accordance with California Public Contract Code section 20101, the bidder shall complete, under penalty of perjury, the following questionnaire.

Has the bidder, any officer of the bidder, or any employee of the bidder who has proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes

No

If the answer is yes, explain the circumstances in the space below.

CALIFORNIA PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with California Public Contract Code section 10285.1, the bidder hereby declares under penalty of perjury that neither the bidder, nor any subcontractor listed by the bidder for this bid has been convicted by a court of competent jurisdiction within the preceding three (3) years of any offenses referred to in the section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract, as defined in Public Contract Code section 1101, with any public entity, as defined in Public Contract Code section 1100, including the Regents of the University of California or Trustees of the California State University. The term “bidder” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employees thereof, as referred to in section 10285.1.

If bidder cannot so certify, explain fully in the space below:

**CERTIFICATE OF COMPLIANCE WITH
INSURANCE REQUIREMENTS**

This form must be completed in its entirety and submitted along with
Contractor's response to the Bid.

INSURANCE REQUIREMENTS (check appropriate boxes below):

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

AND

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

OR

- Contractor has identified areas of conflict with the insurance requirements and will procure the required insurance per the requirements within 10 days of the Notice to Award.

Vendor/Firm Information:

Company/Individual Name

Print Name of Authorized Official

Signature of Authorized Official

Date Signed

Address: _____

City: _____

State: _____ Zip Code: _____

Phone No.

Email Address:

Broker Information:

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

BIDDER QUESTIONNAIRE

CONTRACTOR 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:

Company Name

Address

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

Authorized Representative: Name **Title**

Authorized Representative: Signature **Date**

Phone **Email Address**

ATTACHMENT “A” SAMPLE CONTRACT

CONTRACT 23-1002961

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

FOR

**Arrow Maintenance Facility Hydrogen Fuel Upgrade Project
Procurement of Major Equipment**

This contract (“Contract”) is effective on the Effective Date as defined herein, by and between San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Name of (“CONTRACTOR”) whose address is _____. SBCTA and CONTRACTOR are each a “Party” and collectively the “Parties” herein.

RECITALS:

WHEREAS, SBCTA has determined that it requires Major Equipment Procurement for the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project; and

WHEREAS, the work described herein cannot be performed by the employees of SBCTA; and

WHEREAS, CONTRACTOR has certified that they have the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform all work described herein identified herein; and

WHEREAS, CONTRACTOR desires to perform all work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth in this contract.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The complete Contract includes all of the following Contract Documents: the Contract Articles and Exhibit A, Instructions and Milestone Payment Schedule, and Exhibit B, Plans and Specifications; Invitation For Bids 23-1002961 (IFB) dated____; bid dated _____; Addenda Nos. (enter number); and Special Provisions dated (**Enter Date**). Refer to Exhibit B, Plans and Specifications, which contains a listing of the drawing sheets and specifications sections that apply to this Contract.

ARTICLE 2. BONDS

Intentionally Omitted. **ARTICLE 3.**

Intentionally Omitted. **ARTICLE 4. COMPENSATION**

4.1 SBCTA agrees to pay, and CONTRACTOR agrees to accept as full payment for the work outlined in the Contract documents, the sum of **(Write out Dollar Amount) \$(Enter Numeric Amount)**, including without limitation any compensation due for unit price work which shall be calculated as the actual number of such units performed multiplied by the unit price, subject to additions and deductions, if any, in accordance with said documents. Progress payments shall not be made more often than once each thirty (30) days, nor shall the amount paid be in excess of ninety-five percent (95%) of either the pro-rata amount due for completed work as the progress payment date, or of the full payment amount of the Contract at time of completion. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment to be made after acceptance of the Project. The Bid Schedule presented on the next page is incorporated into this Contract by this reference.

4.2 Intentionally Omitted.

4.3 Intentionally Omitted

ENTER APPROVED BID ITEMS LIST
FROM WINNING BIDDER.

ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONTRACTOR shall pay when due, and the compensation set forth in this Contract 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 CONTRACTOR; and d) all other governmental fees and taxes or charges of whatever nature applicable to CONTRACTOR 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 the CONTRACTOR, 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 CONTRACTOR. Nothing herein shall relieve SBCTA from its obligation to compensate CONTRACTOR 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

Intentionally Omitted. **ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT**

CONTRACTOR shall provide SBCTA and its authorized representatives or agents access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR 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, except in the event of litigation or settlement of claims arising out of this Contract in which case CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of work performed by change order. CONTRACTOR shall allow SBCTA, its representatives and agents to reproduce any materials as reasonably necessary.

ARTICLE 9. SCHEDULE

CONTRACTOR agrees to complete the work within the time periods as stipulated in Exhibit A. CONTRACTOR shall incur no costs (excluding insurance and bonds) and shall not perform or furnish any work, services or equipment under this Contract, unless and until SBCTA has issued a written Notice to Proceed (NTP).

ARTICLE 10. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Contract, CONTRACTOR shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONTRACTOR 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.

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

ARTICLE 11. CONFLICT OF INTEREST

CONTRACTOR 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 to be contrary to the interests of SBCTA as to the Project. CONTRACTOR further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONTRACTOR is obligated to fully disclose to SBCTA, in writing, conflict of interest issues as soon as they are known to CONTRACTOR. CONSULTANT agrees that CONSULTANT and its staff shall comply with SBCTA's Conflict of Interest Policy, No. 10102

ARTICLE 12. REPRESENTATIONS

All work supplied by CONTRACTOR under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONTRACTOR agrees that the Work performed shall conform to all drawings, plans and specifications herein.

ARTICLE 13. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 13.1 If, as part of this Contract, CONTRACTOR is required to produce materials, documents data, or information ("Products"), then CONTRACTOR, if requested by SBCTA, shall deliver to SBCTA the original of all such products, which shall become the property of SBCTA.
- 13.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONTRACTOR 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 CONTRACTOR without the express written consent of SBCTA.
- 13.3 Except as reasonably necessary for the performance of Work, CONTRACTOR agrees that it, its employees, agents, and subcontractors will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONTRACTOR from or through SBCTA in connection with CONTRACTOR's performance of this Contract, unless (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA, or (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors, or (c) the information was obtained by CONTRACTOR from a third party

who did not receive the same, directly or indirectly, from SBCTA and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same. Any SBCTA materials to which CONTRACTOR or its agents has access and materials and information referred to in this Article which are produced by CONTRACTOR for SBCTA in the performance and completion of CONTRACTOR's Work under this Contract shall be kept confidential until released in writing by SBCTA, except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents. CONTRACTOR shall exercise all reasonable precautions to prevent disclosure of confidential information to anyone except as authorized by SBCTA. CONTRACTOR shall not release any reports, information of promotional materials or allow for the use of any photos of the project for any purposes without prior written approval from SBCTA.

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

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

13.6 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 14. TERMINATION

14.1 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 CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall promptly discontinue performance of Services 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.

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

14.1.2 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.

14.1.3 CONTRACTOR shall be entitled to receive the actual cost incurred by CONTRACTOR to return CONTRACTOR's field 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.

14.2 Termination for Cause - In the event CONTRACTOR 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 CONTRACTOR or a receiver shall be appointed on account of its solvency, or if CONTRACTOR 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: (a) hold in abeyance further payments to CONTRACTOR; (b) stop any Work of CONTRACTOR or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finish Services by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, nor be deemed to waive, amend, or modify any term of this Contract.

14.2.1 CONTRACTOR shall deliver to SBCTA all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.

14.3 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 CONTRACTOR be entitled to any prospective profits or any damages because of such termination.

ARTICLE 15. STOP WORK ORDER

Upon failure of CONTRACTOR or its subcontractors to comply with any requirements of this Contract, SBCTA shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with the Termination provision herein.

ARTICLE 16. 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 CONTRACTOR for any claim asserted by CONTRACTOR after final payment has been made under this Contract.

ARTICLE 17. INSURANCE

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

17.1 Commercial General Liability Insurance:

- CONTRACTOR 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 **\$2,000,000 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, duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 -
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subcontractors of any tier performing any portion of the Work for CONTRACTOR 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 subcontractors’ and sub-subcontractors’ deductibles or self-insured retentions must be acceptable to SBCTA’s Risk Manager.

17.2 **Umbrella/Excess CGL Insurance:**

If the CONTRACTOR 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 CONTRACTOR’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.

17.3 Commercial Auto Insurance: The policy must include the following:

- A total limit of liability of not less than **\$1,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONTRACTOR 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.

17.4 Workers' Compensation/Employer's Liability Insurance: 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 CONTRACTOR or any subcontractor of any tier. All subcontractors of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONTRACTOR and all parties named as Indemnitees in Article 18 below. SBCTA and CONTRACTOR must be certificate holders and must be provided at least 30 days advance notice of cancellation, unless the cancellation is for non-payment, then at least 10 days advance notice of cancellation shall be provided.

17.5 Technology Professional Liability Errors and Omissions Insurance: Intentionally Omitted.

17.6 Professional Liability: Intentionally Omitted

17.7 Builder's Risk Insurance: Intentionally Omitted.

17.8 Contractor's Pollution Liability Insurance: Intentionally Omitted.

17.9 Railroad Protective Liability Insurance: Intentionally Omitted.

17.8 General Provisions

17.8.1 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.

- 17.8.2 Additional Insurance Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR 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.
- 17.8.3 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, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 17.8.4 Deductibles or Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-CONTRACTORS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. At the option of SBCTA, if the deductible or SIR is greater than \$ 50,000 or five (5) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.
- 17.8.5 CONTRACTOR's and Subcontractors' Insurance Will Be Primary. All policies required to be maintained by the CONTRACTOR or any subcontractor 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 CONTRACTOR'S or subcontractors' 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.

- 17.8.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other CONTRACTOR, subcontractor or sub-subcontractor 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, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. CONTRACTOR 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 CONTRACTOR from waiving the right of subrogation prior to a loss or claim.
- 17.8.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide SBCTA ten (10) days prior written notice. In any event, CONTRACTOR will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONTRACTOR receives within one business day after CONTRACTOR 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.
- 17.8.8 Enforcement. SBCTA may take any steps as are necessary to assure CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR or withhold such expense from amounts owed CONTRACTOR, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, or any subcontractor 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.
- 17.8.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 17.8.10 Subcontractors' Insurance - Insurance required of the CONTRACTOR shall be also provided by subcontractors or by CONTRACTOR on behalf of all subcontractors to cover their services performed under this Contract. CONTRACTOR may reduce types and the amounts of insurance limits provided by subcontractors to be proportionate to the amount of the subcontractor's contract and the level of liability exposure for the specific type of work performed by the subcontractor. CONTRACTOR shall be held responsible for all

modifications, deviations, or omissions in these insurance requirements as they apply to subcontractor.

17.8.11 Higher limits. The Insurance obligations under this agreement shall be the greater of I- all the Insurance coverage and limits carried by or available to the Vendor; or 2- the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to SBCTA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

17.8.12 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor 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.

17.8.13 Project Specific Insurance. Intentionally Omitted.

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

17.8.15 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONTRACTOR to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONTRACTOR, whereupon the CONTRACTOR will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change

any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Change Order.

17.8.16 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 18. INDEMNITY

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCTA) and hold harmless San Bernardino County Transportation Authority and its officers, directors, employees, contractors, agents and volunteers (collectively the “Indemnitees”) from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. To the extent permitted by law, CONTRACTOR’s duties to defend and indemnify shall apply regardless of the existence or degree of fault of any of the Indemnitees. The duty of CONTRACTOR and its insurers to provide a defense shall be immediate upon receipt of a written tender of defense from any of the Indemnitees, notwithstanding any subsequent allocation of defense costs that may be required by law. CONTRACTOR’s indemnification obligation applies to the “passive” negligence of any of the Indemnitees, but does not apply to the “sole” or “active” negligence or “willful misconduct” of any of the Indemnitees within the meaning of Civil Code section 2782.

ARTICLE 19. OWNERSHIP OF DOCUMENTS

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

ARTICLE 20. RECORD AND INSPECTION AND AUDITING

SBCTA, or any of its designees, representatives or agents, shall at all times have access during normal business hours to CONTRACTOR’s operations and products wherever they are in preparation or progress, and CONTRACTOR 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 its rights to require CONTRACTOR to comply with the Contract or to subsequently reject any unsatisfactory Work or products.

ARTICLE 21. INDEPENDENT CONTRACTOR

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

ARTICLE 22. 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 attorney’s fees. This Article shall not apply to those costs and Attorney’s fees directly arising from any third party legal action against a Party hereto and payable under the “Indemnity” provision of the Contract.

ARTICLE 23. 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 24. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 25. PRECEDENCE

In case of a discrepancy among the Contract Documents, the order of precedence shall be as noted in the Special Provisions.

ARTICLE 26. 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) on the first business day following delivery by fax or email when made not during regular business hours; or (c) on the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONTRACTOR shall notify SBCTA of any changes within ten (10) business days of the change.

To: CONTRACTOR	To: SBCTA
	1170 W. 3rd Street, 2nd Floor
	San Bernardino, CA 92410-1715
Attn:	Attn: Joy M. Buenaflor
Email:	Email: jbuenaflor@gosbcta.com
2nd Contact:	cc: Procurement Manager, procurement@gosbcta.com
Phone:	Phone: (909) 884-8276

ARTICLE 27. LIQUIDATED DAMAGES

Intentionally Omitted.

ARTICLE 28. ASSIGNMENT

CONTRACTOR agrees not to sell, transfer, or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from SBCTA.

29.1 Intentionally Omitted.

29.2 Intentionally Omitted.

29.3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the prior written consent of SBCTA or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after SBCTA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, section 4100 et. seq. SBCTA's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all work performed by the subcontractors. SBCTA reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

ARTICLE 30. COORDINATION WITH OTHER CONTRACTS

SBCTA may undertake or award other contracts for work, and CONTRACTOR shall cooperate fully with the other CONTRACTOR's and SBCTA's employees or agents and carefully fit its own work to such additional work as may be directed by SBCTA. CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other contractor or by SBCTA.

ARTICLE 31. PREVAILING WAGE REQUIREMENTS

Intentionally Omitted.

ARTICLE 32. SAFETY

32.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation. CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as SBCTA may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. It is a condition of this Contract, and shall be made a condition of each subcontract which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under California Occupational Safety and Health Act of 1973.

Intentionally Omitted.

ARTICLE 33. DISADVANTAGED BUSINESS ENTERPRISE

33.1 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 Morris, Procurement Manager at (909) 884-8276.

ARTICLE 34. NONSEGREGATED FACILITIES

34.1 CONTRACTOR, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. CONTRACTOR agrees that a breach of this certification is a violation of the EEO provisions of this Contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

34.2 As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g., disabled parking).

34.3 CONTRACTOR agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

ARTICLE 35. GRATUITIES

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of SBCTA, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 36. INTENTIONALLY OMITTED.

ARTICLE 37. CONVICT LABOR

In connection with the performance of work under this Contract, CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment at hard labor. This Article does not include convicts who are on parole or probation.

ARTICLE 38. INSPECTION OF SITE

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity and roads, and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and

conditions of the ground, and the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR fully acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by SBCTA, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information from SBCTA will not relieve the CONTRACTOR from responsibility.

ARTICLE 39. CLEAN WATER REQUIREMENTS

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Porter-Cologne Water Quality Control Act (California Water Code §§13000 et seq.) and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et. seq. CONTRACTOR shall report each violation to SBCTA and understands and agrees that SBCTA will in turn report each violation as required to assure notification to the Regional Water Quality Control Board. CONTRACTOR shall include this requirement in every subcontract.

ARTICLE 40. DRUG FREE WORKPLACE

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

ARTICLE 41. SEVERABILITY

The partial or complete invalidity of any one or more of the provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

ARTICLE 42. FORCE MAJEURE

CONTRACTOR shall not be in default under this Contract in the event that the Work performed by CONTRACTOR 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, natural disasters such as floods, earthquakes, landslides and fires, or other catastrophic events which are beyond the reasonable control of CONTRACTOR and which CONTRACTOR could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of the CONTRACTOR to perform or failure of the CONTRACTOR to obtain 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 the CONTRACTOR.

ARTICLE 43. INCORPORATION OF RECITALS

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

ARTICLE 44. EFFECTIVE DATE

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

----- SIGNATURES ARE ON THE FOLLOWING PAGE -----

IN WITNESS WHEREOF, the Parties hereto have executed this Contract below.

CONTRACTOR

**San Bernardino County
Transportation Authority**

By: _____
Name
Title

By: _____
Art Bishop
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

EXHIBIT A
INSTRUCTIONS AND MILESTONE
PAYMENT SCHEDULE

EXHIBIT A

INSTRUCTIONS AND MILESTONE PAYMENT SCHEDULE

Introduction

This general scope of work of the Contract is the fabrication and delivery of certain major equipment for the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project. The major equipment will be installed by the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project construction contractor under a separate agreement.

Description of the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project

The existing Arrow Maintenance Facility (AMF) was completed in 2022 to operate and maintain diesel multiple unit (DMU) passenger trains. The AMF site is located at 958 West 3rd Street in the City of San Bernardino, California. The existing Arrow Maintenance Facility will be modified to accommodate the operation and maintenance of the new Zero Emission Multiple Unit (ZEMU) passenger train which is a hybrid vehicle propelled by hydrogen fuel cells and batteries.

Major Equipment Early Procurement

SBCTA wants to start the procurement process for the major equipment because of the anticipated duration necessary to fabricate the equipment. It is expected that the Arrow Maintenance Facility Hydrogen Fuel Upgrade Project will be bid and awarded to a building contractor during the submittal review process for the major equipment that is the subject of this Contract, or after the equipment has been released for fabrication. The Arrow Maintenance Facility Hydrogen Fuel Upgrade Project contractor (AMF Contractor) will be required to unload, inspect, protect, store, install, start-up, field test, and commission the equipment in accordance with the same Specifications included as part of this Contract.

Major Equipment List

Provide the following equipment, delivered Freight on Board to the project site.

- 1) 500kW Engine Generator (Section 26 32 13, Engine Generators)
- 2) Life Safety Automatic Transfer Switch and Bypass Isolation Switch (Section 26 36 23)
- 3) Emergency Power Automatic Transfer Switch and Bypass Isolation Switch (Section 26 36 23)
- 4) Portable Generator Docking Station (Section 26 36 05, Generator Docking Station)
- 5) Main Switchboard (MSB) (Section 26 44 10, Switchboards)

The Specification Sections numbers noted above are provided for convenience only. The Contractor must comply with all requirements contained in the Plans and Specifications Sections listed in Contract Exhibit B.

Other Services to be Provided

The Contractor shall coordinate and cooperate with the SBCTA and the AMF Contractor during the submittal review process, and after release for fabrication to coordinate the factory testing, delivery and unloading of the equipment, the equipment start-up, equipment field testing, equipment commissioning, and equipment training.

For each equipment item, provide a manufacturer’s authorized representative at the project site during equipment start-up, during equipment field testing, during commissioning, and during operator training sessions, all performed by the AMF Contractor and its subcontractors. The Contractor shall assume that those four things may happen at different times.

Factory Testing of equipment, if required, will be witnessed by SBCTA’s Engineer or authorized representative. The bid price for the equipment shall include the cost of storing the equipment at the factory for up 30 days after fabrication and factory testing and before shipping to the project site..

Specified warranty durations start after successful Commissioning of the equipment at the project site.

Progress payments shall be made in accordance with the Milestone and Payment Schedule below. Payment requests shall not be deemed properly completed unless certified payrolls, if required, and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment to be made after commissioning of the equipment and completion of all Contract requirements.

Milestone and Payment Schedule

Item	Description	Deliverables	Payment*	Target Duration
1	Submission of all submittals required to release for fabrication.	Specified submittals (no missing parts), except O&M Manuals.	2% of the value of that equipment item.	10 days** following NTP
2	Approval of all submittals required to release for fabrication.	Specified submittals needed to start fabrication.	5% of the value of that equipment item.	30 days following NTP
3	Equipment released for fabrication.	Letter from manufacturer that equipment has been released for fabrication. Letter shall include the estimated date for completion of manufacture.	5% of the value of that equipment item.	40 days following NTP
4	Equipment manufactured.	Photographs of completed equipment showing evidence that equipment has been completed and is ready for factory testing.	30% of the value of that equipment item.	180 days following NTP
5	Equipment factory testing completed. Equipment ready to ship to jobsite.	Satisfactory factory testing report from manufacturer and Engineer.	20% of the value of that equipment item.	190 days following NTP
6	Equipment delivered to project site.	Satisfactory delivery inspection report from AMF Contractor.	20% of the value of that equipment item.	200 days following NTP

Item	Description	Deliverables	Payment*	Target Duration
7	Approval of all required Operation & Maintenance submittals.	Approved O&M Manuals	5% of the value of that equipment item.	
8	Commissioning of equipment.	Satisfactory Commissioning Report prepared by SBCTA's Commissioning Agent.	5% of the value of that equipment item.	
9	Completion of staff training.	Report from SCRRA that all training has been completed for equipment item.	3% of the value of that equipment item.	
10	Final Completion	Submission and acceptance of all closeout documentation.	Remaining Contract amount	

*

* Days means calendar days

EXHIBIT B
PLANS AND SPECIFICATIONS

**EXHIBIT B
PLANS AND SPECIFICATIONS**

PLANS

<u>SHEET</u>	<u>DWG</u>	<u>REV</u>	<u>TITLE</u>	<u>DATE</u>
1	G-0001	3	TITLE SHEET	2/27/2023
2	G-0002	3	INDEX OF DRAWINGS	2/27/2023
3	G-0003	3	GENERAL NOTES AND ABBREVIATIONS	2/27/2023
4	G-0004	3	AMF RETROFIT WORK AREAS	2/27/2023
117	E-0001	3	ELECTRICAL LEGEND, GENERAL NOTES, AND ABBREVIATIONS	2/27/2023
118	E-1000	3	POWER SITE PLAN	2/27/2023
119	E-1010	2	ELECTRICAL SITE ENLARGED PARTIAL PLAN (DEMOLITION)	2/27/2023
120	E-1011	0	ELECTRICAL SITE ENLARGED PARTIAL PLAN (NEW)	2/27/2023
121	E-1012	0	CONSTRUCTION SEQUENCE OF OPERATION	2/27/2023
122	E-2000	3	DEMOLITION SINGLE LINE DIAGRAM	2/27/2023
123	E-2001	3	NEW SINGLE LINE DIAGRAM	2/27/2023
124	E-2002	0	TEMPORARY SINGLE LINE DIAGRAM	2/27/2023
125	E-2005	2	ZEMU CHARGING STATION DIMENSIONS AND DETAILS	2/27/2023
126	E-2010	2	POWER WIRING DIAGRAM FOR ZEMU CHARGING STATIONS	2/27/2023
127	E-2040	2	ELECTRICAL POWER PANEL SCHEDULES SHEET 1	2/27/2023
128	E-2041	2	ELECTRICAL POWER PANEL SCHEDULES SHEET 2	2/27/2023
129	E-2042	0	ELECTRICAL POWER PANEL SCHEDULES SHEET 3	2/27/2023
130	E-2043	0	ELECTRICAL ROOM 107 DETAILS	2/27/2023
131	E-3000	3	HAZARDOUS AREA CLASSIFICATION	2/27/2023
140	E-5040	2	FIRE PUMP BUILDING PLAN	2/27/2023
141	E-6000	2	ELECTRICAL POWER SWITCHBOARD ELEVATIONS	2/27/2023
142	E-6010	2	ELECTRICAL POWER GENERATOR PLAN AND DETAILS	2/27/2023
143	E-6020	1	ELECTRICAL DETAILS SHEET 1	2/27/2023
144	E-6030	1	ELECTRICAL DETAILS SHEET 2	2/27/2023
145	E-6040	3	DUCT BANK DETAILS	2/27/2023
146	E-6060	0	FIRE ALARM SEQUENCE OF OPERATIONS	2/27/2023

SPECIFICATIONS

<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
01 11 13	Work Covered by the Contract Documents	2/27/2023
01 11 15	Definition of Terms and Reference Standards	2/27/2023
01 24 13	Value Engineering Change Proposal (VECP)	2/27/2023
01 25 00	Substitution Procedures	2/27/2023
01 26 14	Request for Information	2/27/2023
01 29 73	Schedule of Values	2/27/2023
01 33 00	Submittal Procedures	2/27/2023
01 40 00	Quality Requirements	2/27/2023
01 60 00	Product Requirements	2/27/2023
01 64 00	SBCTA Furnished Material and Equipment	2/27/2023
01 78 23	Operation and Maintenance Data	2/27/2023
01 78 36	Warranties and Guarantees	2/27/2023
01 79 00	Demonstration and Training	2/27/2023
01 91 13	General Commissioning Requirements	2/27/2023
26 05 00	Basic Electrical Materials and Methods	2/27/2023
26 05 29	Hangers and Supports for Electrical Systems	2/27/2023
26 05 43	Electrical: Exterior Underground	2/27/2023
26 05 50	Overcurrent Protective Device Coordination	2/27/2023
26 06 00	Grounding and Bonding	2/27/2023
26 07 10	Seismic Controls for Electrical Work	2/27/2023
26 07 50	Electrical Identification	2/27/2023
26 08 00	Electrical Testing	2/27/2023
26 28 00	Overcurrent and Short Circuit Protective Devices	2/27/2023
26 28 90	Surge Protective Devices	2/27/2023
26 32 13	Engine Generators	2/27/2023
26 36 05	Generator Docking Station	2/27/2023
26 36 23	Automatic Transfer Switch and Bypass Isolation Switch	2/27/2023
26 44 10	Switchboards	2/27/2023
26 44 20	Panelboards	2/27/2023
26 46 00	Dry Type Transformers (600 V and Less)	2/27/2023
