



SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSALS (RFP) 26-1003475

FOR

STATE ROUTE 210 DEL ROSA INTERCHANGE PROJECT

KEY RFP DATES

RFP Issue Date:	AUGUST 31, 2026
Pre-Proposal Conference Date:	SEPTEMBER 9, 2026, at 2:30 p.m.
Question Submittal Deadline:	SEPTEMBER 10, 2026@ 4:00 p.m.
Proposal Due Date:	SEPTEMBER 24, 2026 @ 2:00 p.m.
Interview Date:	OCTOBER 15, 2026
Contract Award Date:	JANUARY 6, 2027
Notice To Proceed:	JANUARY 2027

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



August 31, 2026

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS (RFP) 26-1003475
“STATE ROUTE 210 DEL ROSA INTERCHANGE PROJECT” (“Project”)**

The San Bernardino County Transportation Authority (“SBCTA”) invites proposals from qualified firms to provide professional services for the preparation of Project Initiation Document (PID) and Project Approval/Environmental Document (PA/ED) and optional Plans, Specifications, and Estimates (PS&E) for improvements at the State Route 210 (SR-210) Del Rosa Avenue Interchange in the City of San Bernardino (Project) as identified in this RFP.

Firms intending to submit proposals should note the “Key RFP Dates” on the cover of this RFP. It is our intention, subject to approval by SBCTA’s Awarding Authority, to have the selected firm under contract by January 2027. Firms submitting proposals will be evaluated based on qualifications, prior experience with the same or similar type of services identified in the attached Scope of Work, proposed staffing, and the firm’s understanding of the needs and requirements of the Project as identified in this RFP.

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

Proposals are due on or before **2:00 p.m., Thursday, September 24, 2026.**

A virtual Pre-Proposal Conference is scheduled for **2:30 p.m., Wednesday, September 9, 2026, via Microsoft Teams**. Attendance at this Pre-Proposal Conference is encouraged, but not mandatory. However, all proposers will be held accountable for any addenda issued related to information and instructions given at the Pre-Proposal Conference. Proposers that attend are asked to submit their information using this link within 24 hours of the meeting: <https://sanbag-lfweb.sanbag.ca.gov/Forms/Signin>.

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/278756777933883?p=AEkGrAoHUf1K9Rgj4b>

Meeting ID: 278 756 777 933 883

Passcode: uv2y4Fm3

Dial in by phone

[+1 469-217-7806,111969376#](tel:+14692177806111969376) United States, Venus

[Find a local number](#)

Phone conference ID: 111 969 376#

All questions and/or requests for clarification regarding this RFP, including questions that could not be specifically addressed at the Pre-Proposal Conference, must be put in writing and submitted electronically via PlanetBids no later than **4:00 p.m. on Thursday, September 10, 2026.**

Questions received after the deadline may or may not be responded to at the sole discretion of SBCTA. Questions received by the deadline or responded to after the deadline at the discretion of SBCTA, and the written responses will be posted via written addendum on the Vendor Portal on SBCTA's website at www.gosbcta.com: click on "Doing Business", which will take you to the "Bids & RFPs" page. There, click on the tab "Vendor Portal".

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

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

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

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

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

The award of this contract may be subject to Pre-Award Audits required by applicable funding agencies, and/or SBCTA itself. The selected firm must have a recent audit of their Indirect Cost Rate (ICR) for the most recent completed fiscal year.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

REQUEST FOR PROPOSALS 26-1003475

FOR

“STATE ROUTE 210 DEL ROSA INTERCHANGE PROJECT”

I. PROPOSAL INSTRUCTIONS

A. INTRODUCTION

The San Bernardino County Transportation Authority (“SBCTA”), is soliciting proposals from qualified firms (“firms” or “proposers”) to assist SBCTA with professional services for the preparation of Project Initiation Document (PID) and Project Approval/Environmental Document (PA/ED) and optional Plans, Specifications, and Estimates (PS&E) for improvements at the State Route 210 (SR-210) Del Rosa Avenue Interchange in the City of San Bernardino (“**Project**”)

B. CONTACT INFORMATION

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

**Sandra Castro – Procurement Analyst
SBCTA
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
(909) 884-8276
scaastro@gosbcta.com**

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

C. PRE-PROPOSAL CONFERENCE

A virtual Pre-Proposal Conference is scheduled for **2:30 p.m., Wednesday, September 9, 2026**, via Microsoft Teams. Interested firms are encouraged to attend the Pre-Proposal Conference, but no firm will be disqualified for failure to attend. However, all proposers will be held accountable for any addenda issued related to information and instructions given at the Pre-Proposal Conference. Proposers that attend are asked to submit their information using this link within 24 hours of the meeting: <https://sanbag-lfweb.sanbag.ca.gov/Forms/Signin>.

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/278756777933883?p=AekGrAoHUflK9Rgj4b>

Meeting ID: 278 756 777 933 883

Passcode: uv2y4Fm3

Dial in by phone

[+1 469-217-7806](tel:+14692177806), [111969376](tel:+111969376)# United States, Venus

[Find a local number](#)

Phone conference ID: 111 969 376#

D. WRITTEN QUESTIONS/CLARIFICATIONS

All questions and/or requests for clarification regarding this RFP must be put in writing and submitted electronically via PlanetBids no later than **4:00 p.m., Thursday, September 10, 2026**. Questions received after the date and time specified may or may not be responded to, at the sole discretion of SBCTA. SBCTA's responses to the questions received by the date and time identified herein will be posted on the Vendor Portal on SBCTA's website, www.gosbcta.com: click on "Doing Business", which will take you to the "Bids & RFPs" page. There, click on the tab "Vendor Portal."

E. ADDENDA

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

F. CONTRACT TYPE

A Cost Plus Fixed Fee contract will be used for the Project. Any work provided by the consultant that is not specifically covered by the contract will not be reimbursed. Please refer to the form of contract attached to this RFP for more detailed information.

G. INFORMED PROPOSER

Proposers shall review the Scope of Work (Attachment A), and contract (Attachment B) for a complete understanding of the terms and conditions in this RFP. Proposers are expected to be fully aware of the conditions, requirements, and Scope of Work before submitting any proposal. Failure to do so will be at the proposer's own risk. By submitting a proposal, the proposer represents that it is legally qualified and fully capable of performing quality work to achieve SBCTA's objectives and comply with all requirements identified in this RFP and any and all schedule updates, addenda and other information and instructions posted on SBCTA's website or provided in the Pre-Proposal Conference as set forth above.

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

Proposer shall review the insurance language and insurance limits in the sample contract. Proposer shall be fully prepared to secure the necessary insurance coverage and limits as detailed in the Contract and comply with all insurance requirements or the Proposer must identify areas of conflict with the insurance requirements and provide a list of concerns in its

response to the RFP as exceptions. Furthermore, submitting the “Certificate of Compliance with Insurance Requirements” form as part of the proposal certifies the Proposer’s understanding and compliance of the insurance requirements.

I. CONFLICT OF INTEREST

Any person or firm that has assisted SBCTA in preparing any aspect of this RFP or any cost estimate associated with the Scope of Work related to this RFP is prohibited from submitting a proposal in response to this RFP. Firms that received assistance from any such person or entity or that will use the services of such person or entity in performing the Work will be disqualified. A firm that is prohibited from submitting a proposal in response to this RFP will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time.

Firms responsible for a project’s design may not participate in construction management or construction inspection contracts for the project. The determination of a conflict of interest, direct or incidental, shall be made by SBCTA based upon substantial evidence.

J. PRE-CONTRACTUAL EXPENSES

SBCTA shall not be liable for any pre-contractual expenses incurred by the firm in preparation or submittal of their proposal. The proposer shall not include any such expenses as part of their price proposal. Prohibited pre-contractual expenses include any and all expenses incurred by the proposer prior to issuance of the Notice To Proceed by SBCTA.

K. IRAN CONTRACTING ACT OF 2010

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

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

L. PREVAILING WAGES

The awarded firm shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages, including, but not limited to California Labor Code Sections 1770 et. seq. It is required that all mechanics and laborers employed or working on this Project shall be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current wage schedules of the Department of Industrial Relations (DIR), Division of Labor. Firms, seeking to perform work on SBCTA’s projects must be registered on the DIR website in order to submit a proposal on state and local projects as defined under the Labor Code.

SBCTA will not accept a proposal and not award any contract without verification that the consultant and their subconsultants are currently registered with DIR. Consultants and subconsultants on all public works projects will be required to submit electronic certified payroll records (CPRs) to the Labor Commissioner via the DIR website. Firms are also required to submit CPRs directly to SBCTA for review. The prime firm will be required to ensure that its subconsultants subject to prevailing wages are properly registered with the DIR prior to proposal submittal.

M. MATERIALS FURNISHED BY SBCTA

All software, data, reports, surveys, drawings, and other documents furnished to the consultant by SBCTA for the consultant's use in the performance of Work shall be made available only for use in performing the assignment and shall remain the sole property of SBCTA. All such materials shall be returned to SBCTA upon completion of Work, termination of the contract, or other such time as SBCTA may determine.

N. DISADVANTAGED BUSINESS OPPORTUNITIES

Intentionally Omitted

II. PROPOSAL SUBMITTAL

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

Proposals are due at or before **2:00 p.m., Thursday, September 24, 2026**. Proposals will be submitted electronically through SBCTA's Vendor Portal PlanetBids. To propose on this project, vendors must be registered with SBCTA's PlanetBids Vendor Portal website.

A firm must accept the PlanetBids Terms and Conditions in order to proceed. Firms will have a series of tabs and may save their bid at any time as a draft. Firms may edit the bid as often as they need to until the RFP closes. PlanetBids will not accept late proposals.

Please note that where two or more firms, persons or entities wish to submit one proposal in response to this RFP, they should do so on a prime/subconsultant basis rather than as a joint venture. SBCTA will contract with a single firm, person or entity only, and not with a joint venture.

A. PROPOSAL CONTENT

The proposal is limited to a **30** page cap (8½" x 11"), in no less than 11-point font. Charts and schedules may be included in 11" x 17" format. Each page must be consecutively numbered. Proposals shall not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals that do not contain the required information will be deemed non-responsive and will not be considered. The page limit does not include the following:

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

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

All proposals must include the following information:

1. Cover Letter

- Identification of all proposed subconsultants including description of the work to be performed by the firm and each subconsultant proposed for the Project and an estimate of the percentage of work to be performed by each subconsultant.
- Indicate the location of the office from which the work will be performed.
- A memorandum from a principal of each subconsultant indicating the specific portion of the Work the subconsultant will be performing.
- Acknowledgement of all addenda.
- A signed statement by an officer of the prime firm attesting that all information in the proposal is true and correct.
- A signature of an authorized person within the prime firm who can bind the firm to the terms and conditions of the RFP.
- A statement that the proposal is valid for 180 calendar days from the date of submission.
- A list of all prime contracts (if any) awarded to the proposer by SBCTA for the last five (5) years. The list shall include a short description of the project, the award date, completion date, name of assigned Project Manager, and contract value.

2. Contract Termination Circumstances

If proposer has ever been terminated from a contract, describe the facts and circumstances in detail. If the proposer has never been terminated, state that the proposer has never been terminated.

3. Technical Information

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

a. Qualifications, Related Experience, and References

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

Specifically:

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

b. Proposed Staffing and Project Organization

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

Specifically:

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

c. Project Approach/Work Plan

This section of the proposal shall provide a narrative that addresses the Scope of Work and shows a clear understanding of the Project needs and requirements.

Specifically:

- Describe the approach and work plan for completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the firm's ability to accomplish the project objectives and to meet the project schedule.
- Outline sequentially the activities that would be undertaken in completing the tasks and specify who in the firm would perform the work.
- Furnish a project schedule for each task and subtask in terms of elapsed weeks from the project commencement date.
- Identify methods that will be used to ensure quality control as well as budget and schedule control for the project.
- Identify any special issues or problems that are likely to be encountered during this project and how they will be addressed.

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

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

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

5. Cost Proposal

Proposers are asked to submit only the technical information requested in this RFP. **No cost proposal or work hours are to be included in this phase of the RFP process.** Please note that the top ranked firm will be asked to provide at least one of the following with the cost proposal: a copy of their prior fiscal year and most recently completed fiscal year cognizant approved Indirect Cost Rate and approved state DOT Cognizant Letter of Approval; a copy of their prior fiscal year and most recently completed fiscal year, Indirect Cost Rate Schedules and audited report by an independent CPA; or a copy of the prior and most recently completed fiscal year, Independent Cost Rates evaluation or audit report on a prior Caltrans or public agency contract, and any other governmental agency report/review/attestation.

6. References

Proposing firm and the Project Manager shall each have a total of 3 completed Reference Forms (see Attachment D) submitted directly from current or past clients. It is the responsibility of the Proposer to ensure timely return of any/all Reference Forms to scaastro@gosbcta.com in accordance with the proposal due date and time established within this solicitation. Reference Forms will only be accepted if received directly from the client; forms received directly from the Proposer will NOT be evaluated. Reference Forms must include the name, title, address, telephone number, and e-mail address of the person(s) at the client organization who is most knowledgeable about the work performed.

7. Scope of Work and/or Contract Exceptions

SBCTA does not anticipate making substantive changes to its form contract. Proposers are asked to include in their proposal a written discussion of any and all proposed exceptions to or deviations from SBCTA's Scope of Work or form of contract presented herein as Attachment B. SBCTA will not negotiate exceptions or deviations not presented in the proposal and may reject any exceptions or deviations that affect terms or conditions that SBCTA considers non-negotiable.

8. Appendices

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

9. Confidential Documents

Proposers are advised that any and all documents related to this procurement can be made available to the public, upon the conclusion of this procurement, pursuant to request under the California Public Records Act. Any sensitive and/or confidential information, including but not limited to financial statements, should be submitted as a separate document, under separate cover, and marked as “Confidential.” Proposers are advised that marking information “Confidential” does not guarantee it will be exempt from disclosure under the California Public Records Act.

III. ACCEPTANCE OF PROPOSALS

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

IV. SELECTION CRITERIA AND WEIGHTS

The primary objective of SBCTA is to select a qualified firm to perform the Work identified in Attachment A. In addition, SBCTA has established the following criteria for the selection process:

- A. The selection process shall be fair, open, and competitive.
- B. The selection of the firm will be based on clearly stated objectives, identified in this RFP.
- C. Selection of the firm shall be based upon demonstrated competence, professional qualifications, experience, and capabilities to perform the required Work identified in the Scope of Work.
- D. Upon review of the proposals, a shortlist of firms within the competitive range will be invited to an interview tentatively scheduled for **Thursday, October 15, 2026**, at SBCTA’s office located at 1170 W. 3rd Street, San Bernardino, CA 92410. The contract will be awarded to the most technically qualified firm whose proposal best conforms to the RFP and, which is, in SBCTA’s opinion, most advantageous to SBCTA, and with whom a successful negotiation and agreement on cost and price can be concluded as set forth in Article V., below. The determination of the competitive range is at the sole discretion of SBCTA’s Evaluation Committee.
- E. SBCTA reserves the right to reject any and all proposals. SBCTA is under no obligation to award a contract for the subject Work. At the conclusion of the evaluation process, the Evaluation Committee will recommend to the body or officer having authority to award the Contract on behalf of SBCTA (“Awarding Authority”) the firm who ranked the highest in overall score. SBCTA reserves the right to request additional information and/or clarification from any or all proposers to this RFP, but is under no obligation to do so.

F. Proposals will be evaluated based on the criteria and weights identified herein.

- **Qualifications, Related Experience and References:** Firm's experience, years in business, and past and current client references; technical expertise and professional competence in areas directly related to this RFP; number of years' experience performing similar work; demonstrated ability to manage and coordinate the Work, deliver quality products and services, and deliver projects within budget and on schedule; and experience working with public agencies identified in the RFP. - 30 points.
- **Proposed Staffing and Project Organization:** Technical expertise and professional competence in areas directly related to the work identified in this RFP; level of experience, possession of certifications and licenses required, and level of training of key personnel assigned, including subconsultants, if applicable; strength of experience and stability of proposed personnel; breadth and depth of resources, coordination of Work and quality control; availability of proposed staffing; and concurrence with restrictions on changes in key personnel. - 30 points.
- **Work Plan:** Depth of understanding of SBCTA's needs, requirements, and understanding of the Scope of Work; proposer's approach and methodology/systems reflect ability to provide the requested Work; demonstrated knowledge of the Work being requested; identification and knowledge of all requirements cited in the Scope of Work; and proposed technical or procedural innovations identified in the proposal. - 40 points.

G. SBCTA shall select the highest ranked firms to participate in the interview process. The number of firms so invited shall be at the discretion of SBCTA. Firms who are invited to the interview will be asked a series of questions which will be scored. SBCTA reserves the right to not conduct interviews when, in SBCTA's sole discretion, the circumstances warrant. The maximum score for the interviews is 100 points. Upon completion of the interview, the Evaluation Committee shall compile their interview scores. The interview will be weighted - 60 %, and the technical proposal will be weighted - 40 %.

V. NEGOTIATIONS AND AWARD

The contract, Scope of Work and cost proposal will be negotiated with the top ranked firm. Should negotiations fail with the top ranked firm, SBCTA will discontinue negotiations and commence negotiations with the second ranked firm, and so on, until the scope of work, level of effort and cost/price have been successfully negotiated and a contract has been agreed to. However, SBCTA may elect at any time to not negotiate any further and not award the contract.

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

VI. PROTEST INFORMATION

SBCTA has on file written Protest Procedures (Policy 11007). Firms may download a copy from www.gosbcta.com, click on "Bids & RFPs," then, under the heading "Important" Documents," click on "Contractor Resources."

VII. DEBRIEFING

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

VIII. PUBLIC RECORDS ACT

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

ATTACHMENT A – “SCOPE OF WORK”

State Route 210 Del Rosa Avenue Interchange Project

The San Bernardino County Transportation Authority (“SBCTA”) is seeking professional services for the preparation of Project Initiation Document (PID) and Project Approval/Environmental Document (PA/ED) and optional Plans, Specifications, and Estimates (PS&E) for improvements at the State Route 210 (SR 210) Del Rosa Avenue Interchange in the City of San Bernardino (Project).

San Bernardino County Sales Tax Measure I and City of San Bernardino funds will be used to cover the cost of the preparation of the PID, PA/ED, and PS&E phases. Funding for the construction phase is currently not finalized, but state and/or federal funds could be utilized. As such, work shall comply with applicable state and federal requirements.

The proposed improvements include improvements of the existing SR 210 Del Rosa Avenue Interchange located approximately 3.8 miles east of the junction between Interstate 215 and SR 210.

The proposed improvements may require the following:

- Widening of the westbound and eastbound on-ramps.
- Widening of the westbound and eastbound off-ramp.
- Widening Del Rosa Avenue to accommodate dual left-turn lanes.
- Construction of retaining walls.
- Intersection and signal improvements.
- Construction of pedestrian and bicyclist accommodations.

These improvements would accommodate current and future traffic demands, relieve congestion, improve access for pedestrians and non-motorized users, and improve freight mobility and regional access for goods movement.

I. APPLICABLE STANDARDS

All support documents shall be prepared in accordance with current SBCTA, City of San Bernardino, and Caltrans regulations, policies, procedures, manuals, and standards where applicable. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.

II. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. CONSULTANT Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the PID and PA/ED and possibly PS&E for the Project.
- C. The deliverables list for the PID and PA/ED and possibly PS&E phase will be refined during the initial planning and scoping Project Development Team (PDT) meeting. Not all deliverables listed in this attachment may be included or required.

- D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule shall be presented monthly to the PDT meeting. A deliverables matrix shall accompany the schedule. The deliverables matrix shall highlight the status of the documents in the review process.
- E. CONSULTANT shall employ appropriate quality control and quality assurance procedures for every deliverable.
- F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SBCTA immediately.
- G. Prime contract terms and conditions shall be incorporated into the subcontract agreements.
- H. The Task and WBS Structure used for pricing, cost reporting and schedule preparation shall be consistent with the latest Caltrans Workplan Standards Guide for Delivery of Capital Projects. Project Management activities shall be performed in accordance with Caltrans' Workplan Standards Guide for Delivery of Capital Projects.
- I. CONSULTANT shall prepare and submit monthly invoices and project controls reports. Invoices shall follow SBCTA templates and shall contain all required information including project percent complete and earned value. CONSULTANT shall manage the contract budget and shall provide a monthly report including Earned Value and Estimate at Completion.
- J. The final engineering technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Caltrans Project Development Procedures Manual.

III. ASSUMPTIONS

- A. The CONSULTANT will develop and evaluate up to three (3) alternatives to satisfy the requirements of the Caltrans Intersection Safety and Operational Assessment Process (ISOAP). CONSULTANT will lead the alternatives screening process and identify up to two build alternatives to evaluate in the PID document.
- B. In the PA/ED phase, CONSULTANT will evaluate one-build and one no-build alternative to address the deficiencies of the Project study area, including the benefits and impacts of the proposed improvements for each alternative.
- C. There may be up to four meetings per month (including conference calls) during the duration of this contract, including one monthly PDT meeting.
- D. CONSULTANT will coordinate with SBCTA and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies (if required) and format of electronic files.

- E. Assume one SBCTA peer review and two Caltrans reviews for each major deliverable and a workshop for comment resolution, if required.
- F. The National Environmental Policy Act (NEPA) Environmental Document is assumed to be a Categorical Exclusion (CE).
- G. The California Environmental Quality Act (CEQA) Environmental Document is assumed to be a Categorical Exemption (CE).
- H. Assume a Design Standard Decision Document (DSDD) will be prepared during the PA/ED phase and only a discussion of non-standard features is required during the PID phase.
- I. Assume District 8 level Geometric Approval Drawings (GADs) will be required during the PA/ED Phase.

IV. SCOPE OF SERVICES

CONSULTANT will prepare a Project Study Report and Project Development Support (PSR-PDS) and PA/ED in accordance with Caltrans Guidelines and Procedures, CEQA and NEPA. The purpose of the PSR-PDS is to scope the PA/ED phase relative to CEQA/NEPA and program the project for funding relative to construction and capital supports costs for Project. An optional PS&E workflow will be available upon SBCTA's discretion. All deliverables will be provided electronically for SBCTA and Caltrans project records.

CONSULTANT shall prepare and submit a Cost Proposal and Project Schedule. The selected firm shall use the latest SBCTA Work Breakdown Structure (WBS), which follows the Caltrans Workplan Standards Guide for Delivery of Capital Projects, and cost and schedule templates for the preparation of the cost proposal and schedule.

1.100.15 PROJECT MANAGEMENT

1.100.15 Project Management

CONSULTANT shall furnish a Project Manager to coordinate all CONSULTANT operations with SBCTA, including but not limited to, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the SBCTA and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to SBCTA Project Manager.

Deliverables:

Monthly Progress Reports

1.100.15-1 Coordination and Meetings

CONSULTANT will be responsible for overall project management, liaison with Caltrans and other affected agencies, and progress monitoring and maintenance of Project files.

CONSULTANT will supervise, coordinate, monitor and review project for conformance with Caltrans and City standards, policies, and procedures. CONSULTANT will develop a project schedule for delivery of major milestones of the PSR-PDS, PA/ED (Begin Environmental, Circulate Environmental Document, and PA/ED), Design and Construction. A 30-month schedule is anticipated for estimation purposes. CONSULTANT will attend a kick-off meeting, lead monthly PDT meetings, coordinate with sub-consultants as needed, coordinate with the Caltrans, utility companies, and all other pertinent stakeholders as needed. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, communication and distribution of project records and information, and responses to all internal requests for information about the project.

Deliverables:

- *Monthly (30) PDT Meetings Notices, Agendas, Handouts/Exhibits, and Minutes.*
- *Three (3) Stakeholder Meetings and Presentations.*
- *Project Baseline Schedule.*
- *Deliverables Matrix.*
- *Monthly Progress Reports and Invoices.*

1.100.15-2 Administration

CONSULTANT Project Manager shall prepare and update the Project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall consider SBCTA peer reviews.

CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns.

CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in electronic format.

CONSULTANT Project Manager will prepare and implement a Quality Management Plan (QMP). CONSULTANT will prepare a responsibilities matrix outlining responsibilities of independent Quality Control on respective tasks within this scope of work herein. Refer to Chapter 5, Article 9 of the PDPM Appendix S for general guidance on the Quality Management Plan. The CONSULTANT will be responsible for incorporating SBCTA's Quality Assurance Plan and confirming that all the processes and procedures are met and incorporated into the CONSULTANT'S Quality Management Plan.

Deliverables:

- *Project Schedule Updates with accompanying narrative to explain changes in milestone dates.*
- *Project Master Files*
- *QA/QC Plan and Risk Management Plan.*
- *Project Management Plan/Communication Plan.*

1.100.15-3 Risk Assessment

CONSULTANT will prepare the Risk Register in accordance with PDPM. The Risk Register shall identify risks, define the probability of the risk, define the anticipated severity of each risk, identify who or what the risk will impact, and identify the ownership of the risk. CONSULTANT will coordinate with the SBCTA, Caltrans, and project team members to jointly identify, assess, quantify, prepare a response to, monitor, and control capital project risks within the Risk Register. Potential risks will be evaluated and discussed by the PDT, and ownership of the risks will be identified. CONSULTANT will summarize project risks in the PSR-PDS and PA/ED.

Deliverables:

- *Risk Assessment Matrix.*
- *Summary of Risks in PSR-PDS and PA/ED.*

2-150 DEVELOP PROJECT INITIATION DOCUMENT (PID)

CONSULTANT will prepare a draft, final and signature ready document for each deliverable listed in PID Phase. It is assumed that SBCTA reviews are in advance of the Caltrans reviews.

662-150.05 Transportation Problem Definition and Needs Assessment

CONSULTANT shall analyze the available information and department policies and directives to identify and resolve the project's need and purpose and general scope. In the case of a highway project this would include determining the existing and future transportation needs to include but not limited to: Vehicle Miles Travelled (VMT), Level of Service (LOS) for evaluation of build to no build scenario, a corridor analysis to determine deliverable volumes, multimodal opportunities, determining the general perimeters such as the required number of lanes, and analyzing traffic accident history. Information regarding future climate change projections and transportation resilience to climate stressors should be considered in conjunction with project scope development.

Deliverables:

- *Purpose and Need Statement.*

2-150.05.05 Review of Existing Caltrans Policies, Reports, Studies

CONSULTANT will be responsible for obtaining all available existing reports, studies, and other information for the Project. CONSULTANT will review all provided information and obtain any other available and necessary information for preparation of PSR-PDS.

CONSULTANT will obtain as-builts, utility information (conducted via Dig Alert search), Transportation Concept Report/Route Concept Report (TCR/RCR), Corridor System Management Plan (CSMP), Regional Transportation Plan (RTP), Congestion Management Program (CMP), 10-Year SHOPP, the State Implementation Plan, County of San Bernardino General Plan, City General Plan, local development plans, other reports.

Deliverables:

- *Photographs, Exhibits, Inventory List of related studies, mapping, reports, and as-built plans.*

2-150.05.15 Utility Search

CONSULTANT will review existing plans/as-builts/record drawing and field review the project area.

Deliverables:

- *Utility Portion of the Right of Way Data Sheet.*

2-150.05.25 Traffic Forecasts/Modeling

Per the PSR-PDS guidelines the Traffic Engineering Performance Assessment (TEPA) will be limited to an assessment of readily available information. The TEPA will be based on information obtained from the Regional Model Data.

Data collected and found in various reports are representative of Project conditions and considered the most comprehensive available data for use in the PSR-PDS. Other additional and available data will be referenced if needed.

Analysis Scenario

- Existing Conditions (2027)
- Opening Year (2031)
- Design Year (2055) Conditions – No-Build Alternative
- Design Year (2055) Conditions – Build Alternative

Intersections

- E Lynwood Drive
- Date Street
- Westbound Ramps
- Eastbound Ramps
- Date Place
- Pumalo Street

Freeway Mainline, Diverge, and/or Weave Assessment for on and off ramps

Deliverables:

- *Traffic Forecast Volumes*
- *Levels of Service*
- *Induced Travel Demand Analysis*

2-150.05.30 Survey and Maps for PID

CONSULTANT will prepare aerial topographic mapping and utilize available GIS right of way mapping. New aerial mapping, surveys, topographic mapping, or right of way mapping for the Project will be required for this phase of the work. CONSULTANT will obtain Caltrans Encroachment Permit for general field and non-ground disturbing activities to obtain information for the project, such as field photography, traffic data, etc.

Deliverables:

- *Topographic Mapping*

2-150.05.35 Transportation Problem Definition and Site Assessment

CONSULTANT will establish the Project need and purpose, including CAPTI elements, identification of logical termini and independent utility, in accordance with Caltrans guidelines in the PDPM and Environmental Documentation requirements.

The analysis will summarize the information on capacity and operational deficiencies, congestion levels, future traffic levels of service (LOS), queuing analysis, potential for auxiliary lanes, and accident data provided by Caltrans and Project scoping. CONSULTANT will complete the Scoping Tools including the Transportation Planning Scoping Information Sheet (TPSIS attachment) and Design Scoping Index as outlined in Section 5, Article 2 and 4 of the PSR-PDS guidelines (Appendix S) within the Project Development Procedures Manual (PDPM).

Deliverables:

- *Problem Definition*
- *Transportation Planning Scoping Information Sheet (attachment to PSR-PDS)*
- *Design Scoping Index*
- *Project Determination Letter*

2-150.10.45 As-Built Centerline and Existing Right of Way

CONSULTANT will review the existing data and preliminary surveys as necessary, to locate existing facility centerline and right of way lines. Locate existing record information such as plans, As-builts, survey files, and mapping, etc. It is assumed that no field surveys will be necessary to locate right of way and centerline.

Deliverables:

- *A Design Software Project File and/or CADD Drawing File Containing Preliminary Centerline and/or Right of Way Line Locations Based on Record Data and Field Surveys.*

2-150.15 Initial Alternatives Development and Concept Alternative Development

CONSULTANT will develop up to three (3) conceptual build alternatives through various criteria in accordance with Caltrans and SBCTA requirements. CONSULTANT may conduct alternatives

development workshops to develop conceptual build alternatives. CONSULTANT shall conduct alternatives screening procedures and may conduct a workshop to compare the conceptual build alternatives. One (1) concept screening workshop will be held to identify up to two (2) feasible build alternatives that will be considered and evaluated in further detail in the PSR-PDS. Each alternative in the PSR-PDS will go through a constructability review to determine feasibility.

CONSULTANT will prepare layout schematics in strip map format consistent with a Geometric Approval Drawing (GAD). The format will be the backbone for future GAD. The layout schematics will illustrate proposed lane configurations and include ramp, shoulders, and right of way for each alternative. Right of way requirements, retaining wall and potential sound wall locations may be shown (if applicable).

Deliverables:

- *Concept Screening Matrix with up to three (3) concepts.*
- *One (1) concept screening workshop.*
- *Layout schematic and typical section sheet (8 total) for the two (2) recommended alternatives in the PSR-PDS.*
- *Establish Project Scope, Cost, and Alternatives Feasibility.*

2-150.10.05 Public/Local Agency Input

CONSULTANT shall use available information as collected from other involved agencies to prepare a compatible design with existing and future conditions. Involved agencies include, but will not necessarily be limited to the following:

- California Department of Transportation (Caltrans)
- City of San Bernardino
- San Bernardino County Transportation Department & Flood Control District
- United States Fish and Wildlife Service (if necessary)
- California Department of Fish and Wildlife (if necessary)

2-150.10-01 Perform Public and Community Outreach

The CONSULTANT will support SBCTA's Public Outreach Consultant for the execution of an abbreviated but strategic public outreach program at established venues/sessions by the SBCTA to explain the proposed project, understand community/business concerns, offer opportunities for community feedback and two-way dialogue, and discuss the purpose and need for the project at either a local council or board meeting. CONSULTANT personnel will be available to provide technical details for the SBCTA Public Outreach Consultant in their delivery of materials designed to be bilingual and "user friendly" to confirm that the public understands the Project Initiation Document (PID) phase and how to provide valuable input to the delivery team.

CONSULTANT personnel will be available to assist the SBCTA's Public Outreach Consultant in the development of clear and concise project information, produced through an equity lens, and

distributed at meetings, through mailings, and electronically through email, web, and social media, as necessary.

CONSULTANT personnel will be available to assist SBCTA's Public Outreach Consultant to facilitate developing an online Fact Sheet in English and Spanish for the SBCTA website. The English/Spanish Fact Sheet will be prepared in close collaboration with the technical team. The information produced will be provided to SBCTA staff to be uploaded on the existing SBCTA hosted website for additional ongoing public access during the project's planning phase.

The informational materials will explain and illustrate the potential conceptual design alternatives to be studied further in PA/ED, the purpose and need, anticipated project delivery timeline, potential funding sources, and ways to obtain more information and provide feedback on the proposed project.

CONSULTANT personnel will assist SBCTA's Public Outreach Consultant to produce a brief presentation for stakeholder meetings and as visuals for use at the public outreach workshop. It is expected that any public outreach sessions will occur either online or at a SBCTA provided facility, at SBCTA's discretion.

Deliverables:

- *Attendance and participation at two (2) Public Outreach Webinar or Meeting.*
- *Availability to assist SBCTA's Public Outreach Consultant with all Project-related communications.*
- *Provide technical assistance needed by SBCTA's Public Outreach Consultant to support inquiries from the public".*

2-150.15.05 Right of Way Data Sheet

CONSULTANT will summarize the anticipated right of way and utilities impacts for the build alternatives within the PSR-PDS using the Conceptual Cost Estimate Request/Right of Way Component in accordance with the PSR-PDS guidelines within the PDPM.

CONSULTANT will utilize available GIS preliminary mapping showing the property boundaries and right of way requirements to estimate the number, area, and magnitude of parcels required for acquisition and the likely number of easements needed. CONSULTANT will identify existing utilities and potential relocation activities using existing, available information (e.g., permit search, as-built drawings, field review). CONSULTANT will prepare "Conceptual Cost Estimate – Right-of-Way Component" to develop an order of magnitude cost estimate and to identify additional studies that may be needed during PA/ED. CONSULTANT will coordinate with the San Bernardino County Assessor records to assess per square foot unit costs and associated right of way costs relative to impacts to adjacent properties. The square foot unit costs will be developed in coordination with San Bernardino County Assessor records and comparable properties within the vicinity of the project.

Deliverables:

- *Preliminary Engineering Right of Way Checklist.*

- *Preliminary Right of Way Requirement Exhibits for the build alternatives.*
- *Utility Assessment.*
- *Conceptual Cost Estimate – Right-of-Way Component.*
- *Right of Way Data Sheet.*

2-150.15.20 Preliminary Geotechnical Assessment and Life Cycle Cost Analysis

Using available Geotechnical information, the CONSULTANT will assess the existing data in the area. CONSULTANT will prepare a Life Cycle Cost Analysis (LCCA) for the PID phase of the proposed project. A Preliminary Materials Report (PMR) is not anticipated to be required for the PID phase of work and excluded from the scope of work at the PID Phase. The LCCA will be divided into three different pavement scenarios:

- Pavement Scenario 1 – worst case ramp 20/40-year Flexible & Rigid.
- Pavement Scenario 2– worst case Local Interchange Roads 20/40-year Flexible & Rigid.
- Pavement Scenario 3– worst case truck lane 20/40-year Flexible & Rigid.

Caltrans PDPM requires District Preliminary Geotechnical Report (DPGR) at PID phase. The DPGR provides preliminary recommendations to Civil Designers in Design and Planning and is used to develop the Project Study Report (PSR). CONSULTANT will review existing geotechnical maps and reports to prepare DPGR. CONSULTANT will review existing geotechnical maps and reports in order to develop preliminary pavement sections based on highly simplified pavement assumptions. It is assumed that Caltrans Mechanistic-Empirical calculations will not be required for this preliminary planning phase. CONSULTANT will also perform geotechnical analysis of the collected data and develop LCCA calculations and prepare a preliminary LCCA report presenting findings and preliminary pavement recommendations for the proposed improvements.

Deliverables:

- *Draft / Final District Preliminary Geotechnical Report.*
- *Draft / Final LCCA Assessment.*

2-150.15.30 Structures Advance Planning Study (APS Memo)

Using available as-built information for the existing structure facilities along the corridor, CONSULTANT will identify proposed structure improvements for the build alternatives in support of the cost estimate for the PSR-PDS. CONSULTANT will use a streamlined estimating process, such as square- footage costs to develop a "Structure PSR-PDS Cost Estimate" for inclusion into the PSR-PDS document when bridge and/or nonstandard retaining wall work is necessary.

CONSULTANT will prepare the Division of Engineering Services (DES) Scoping Checklist in coordination with Project Liaison Engineer. For a PSR-PDS, the level of detail in the DES Scoping Checklist and "Structure PSR-PDS Cost Estimate" is limited to information required to develop accurate work plans for the PA/ED phase. It is expected that up to two (2) proposed wall locations will be considered for this project. CONSULTANT shall prepare an APS Memo which shall evaluate the type of structures that are suited for the site, identify the scope of work related with each structure

type and develop a cost associated with each structure type. The APS will follow the Office of Special Funded Projects (OSFP) Information and Procedures Guide Chapter 3, Section 3-2 and will include an APS checklist, Design Memo, and an Itemized Cost Estimate.

Deliverables:

- *DES Scoping Checklist*
- *Preliminary Structures Assessment - APS Memorandum for PID Phase*
- *Advance Planning Study for PA/ED Phase*
- *APS Checklist*
- *Design Memo*
- *Itemized Cost Estimate*

2-150.15.35 Multimodal/Complete Streets Review

CONSULTANT should address temporary construction and permanent impacts as well as possible improvements to:

- ✓ Pedestrian facilities
- ✓ Bicycle facilities
- ✓ Transit facilities
- ✓ Park and Rides
- ✓ Equestrian Facilities

Deliverables:

- *Engineering Planning Data Supporting or Rejecting Various Multimodal Proposals for the PID.*
- *Multi-Modal/Complete Streets Decision Document, if required.*

2-150.15.40 Preliminary Drainage Assessment

Freeway, County, and/or City existing drainage systems and master planned drainage facilities will be reviewed and the impacts of the proposed build alternatives on these facilities will be assessed. Necessary replacements and/or improvements including incorporation of Water Quality Best Management practices will be reflected in the cost estimates. Detailed hydraulic/hydrologic calculations are outside the scope of this scope of work. CONSULTANT will identify permits for design, construction, and operations of drainage facilities.

Deliverables:

- *Preliminary Drainage Assessment.*
- *Preliminary cost estimates to affected major drainage facilities.*

2-150.15.45 Traffic Capacity Analysis

CONSULTANT will evaluate the project in accordance with Caltrans Intersection Safety and Operational Assessment Process (ISOAP) procedures. CONSULTANT will evaluate intersection variations based on the Caltrans ISOAP Guide. CONSULTANT will document evaluation using the ISOAP procedures to identify the preferred intersection design for the build alternatives within the PSR-PDS.

Deliverables:

- *Traffic Capacity Analysis.*
- *Intersection Safety and Operational Assessment Process Forms.*
- *Sidra and Highway Safety Manual Analysis.*

2-150.15.50 Traffic Engineering Performance Assessment

CONSULTANT will utilize available transportation reports for the corridor, performance monitoring systems, and local agency transportation studies to complete the Traffic Engineering Performance Assessment (TEPA) as required of the PSR-PDS guidelines (Appendix S) within the PDPM. CONSULTANT will estimate the scope and magnitude of the Traffic Engineering studies (i.e., Travel Forecasting; Traffic Analysis; Infrastructure Evaluation; Warrant Analysis; and Safety Review) that need to be performed during the subsequent PA/ED phase. To meet the purpose of the PSR-PDS, it is intended that the preliminary traffic engineering studies should be limited to an assessment of readily available information and data, and macro-level analysis and evaluation. This effort will produce preliminary traffic engineering findings and estimates to inform and advise the PDT on:

- The potential scope of work and features (especially the traffic "elements" referenced above).
- Potential performance benefits and deficiencies.
- The scope and magnitude of traffic engineering work (traffic forecasting, modeling, analysis, and evaluation) to be performed during the PA/ED phase.

CONSULTANT will identify the traffic forecasting and traffic engineering studies needed to analyze, evaluate, and more accurately predict or estimate operational and safety performance of the proposed improvements during the future PA/ED phase. Future studies may require new data collection and forecasting.

CONSULTANT will perform a macro-level analysis at the study intersections and locations using Synchro software and HCM methodology, if necessary. Microsimulation is not assumed under this task. Traffic analysis will be conducted under existing conditions, opening year, design year (2055) no-build conditions, and design year (2055) with build alternative conditions. The analysis will present delay and level of service at each study intersection, if necessary, and freeway mainline. The analysis will be used to determine the build alternatives to be considered for the PSR-PDS. Detailed analysis (FREQ, CORSIM, VISSIM, etc.) will not be performed as part of this scope of work. CONSULTANT will summarize the assessment and key findings and estimates and incorporated into the PSR-PDS document.

Deliverables:

- *Draft / Final Traffic Engineering Performance Assessment.*
- *Preliminary traffic assessment of build alternatives.*
- *Summary of traffic engineering studies and scope for PSR-PDS.*

2-150.15.50A10 Vehicle Miles of Travel Decision Document (VMTDD)

CONSULTANT will prepare the VMTDD that is now required as part of the PSR/PDS phase of the project. CONSULTANT will include preliminary forecasting to assist in estimating VMT and coordination with the project team to derive information needed for the document. CONSULTANT to prepare information for, coordinate on, and respond to comments.

Deliverables:

- *VMT Decision Document.*
- *Preliminary VMT determination and mitigation options for inclusion in the Risk Register, if necessary.*

2-150.15.55 Construction Estimates

CONSULTANT will prepare a “Capital Outlay Project Estimate” in accordance with Section 4 of the PSR-PDS guidelines (Appendix S) within the PDPM. The cost estimate will be in the format of Appendix AA of the PDPM to support the PSR-PDS. A cost estimate will be prepared for build alternatives within the PSR-PDS. For the PSR-PDS capital cost estimates, an order of magnitude cost estimate will be prepared. Caltrans will prepare the “Capital Outlay Support Estimate” to identify level of staff support for PA/ED.

Deliverables:

- *Capital Outlay Project Estimates for the build alternative(s).*

2-150.20 Preliminary Environmental Analysis Report (PEAR)

2-150.20.60 PEAR Preparation

CONSULTANT will prepare a draft and final Preliminary Environmental Analysis Report (PEAR), per Caltrans Standard Environmental Reference Guidelines and the PEAR Handbook.

Caltrans guidelines for the PEAR will follow the guidance available as of contract date. The PEAR will identify the anticipated Environmental Document, anticipated impacts, the future technical studies, and anticipated mitigations. The PEAR will also estimate the scope, schedule and preliminary costs associated with completing environmental compliance. The information contained in the PEAR will serve as a foundation to begin studies for the PA/ED phase.

In addition, cumulative impacts and context sensitive solutions will be summarized in the Technical Summaries section of the PEAR but will not have a separate technical memorandum prepared.

The PEAR will also include:

- Purpose and Need Statement.
- A discussion of environmental resources and a description of the potential Project issues or impacts, which could delay the Project or affect any Project alternative.
- Description of studies that are needed to complete an environmental evaluation (noting as necessary any seasonal constraints for these studies).
- A recommended environmental determination/documentation and a tentative schedule for its completion.
- Required or anticipated permits or approvals.
- The level of detail included in the PEAR for each topic area will be commensurate with the potential for impacts to that resource to occur. The PEAR will be prepared using existing, readily available, information and a windshield survey. No primary information is assumed to be developed during the PID phase. In addition, no surveys are assumed or included, and no cultural resources or paleontology record searches are assumed to be conducted (these would occur during PA/ED). No technical studies, reports, or memoranda related to environmental resources will be prepared; these detailed evaluations and primary source types of documentation are prepared during PA/ED.

Deliverables:

- *Initial Noise, Scenic Resource, Biology, Cultural, Air Quality, Water Quality, Floodplain, Paleontology Assessments.*
- *Initial Site Assessment Checklist.*
- *Draft / Final PEAR.*

2-150.25 PSR-PDS and Storm Water Data Report (SWDR)-PID

2-150.25.05 Draft PSR-PDS

CONSULTANT will prepare a Draft PSR-PDS Report to document the geometric assumptions, initial studies, methodology, alternatives, findings, FHWA coordination and involvement, anticipated design exceptions with general Project strategy of how to address within PA/ED phase, stakeholder meetings and involvement and results in accordance with the requirements outlined as outlined within PDPM Appendix S.

Deliverables:

- *Draft / Final Draft PSR-PDS (including Preliminary Geometric Drawings for build alternatives).*
- *TMP Data Sheets.*

2-150.25.10 Documentation and Exceptions to Design Standards

Fact Sheets for exceptions to advisory and mandatory Highway Design Manual standards are not required and excluded from this scope of work. CONSULTANT will evaluate the build alternatives

using Design Information Bulletin 82-01 “Design Checklist”. Deviations from design standards will be identified and described in the PSR-PDS. CONSULTANT will perform a non-standard feature risk assessment to indicate a level of risk for conceptual acceptability of the build alternatives. The design standards risk assessment is a list of design standards that will likely not be met for each alternative and the probability of approval for each proposed non-standard feature. CONSULTANT will attend a Design Exception Risk Assessment meeting with Caltrans design staff to obtain approval of risk assessment.

Deliverables:

- *List of non-standard features for build alternatives.*
- *Design Exception Risk Assessment for approval for non-standard features.*

2-150.25.20 Final PSR-PDS

CONSULTANT will prepare the Final PSR-PDS based on any comments received from Caltrans and schedule a focus meeting on first review comments. Response to comments will be prepared to address all the Caltrans comments received on the Draft PSR-PDS. The Final PSR-PDS will establish the scope, schedule, and estimated costs of the alternative concepts to the PROJECT. The document will also include a tabulation of estimated project support costs and capital costs by project phase and fiscal year. CONSULTANT will coordinate and obtain final approvals of the PSR-PDS. CONSULTANT will update the FTIP and coordinate with SBCTA on the project description, funding, and schedule.

Deliverables:

- *Draft / Final PSR-PDS.*
- *Cost Estimates for Alternatives.*
- *Updated FTIP Description.*

2-150.25.25 Storm Water Data Report-PID

CONSULTANT will prepare stormwater documentation in accordance with Section 5, Article 3 of the PSR-PDS guidelines (Appendix S) within PDPM. Since the main purpose of the PSR-PDS is only to estimate the resources needed to complete PA/ED, the expected level of stormwater information for a PSR-PDS is much less than a regular Project Study Report or Project Report. The PSR-PDS evaluation will mainly focus on determining if there will be any significant impacts to the build alternatives, right-of-way needs, or Project costs due to the need to incorporate treatment Best Management Practices (BMPs) for compliance with stormwater requirements.

Deliverables:

- *Draft / Final Storm Water Data Report-PID.*

3-160 PERFORM PRELIMINARY ENGINEERING & DRAFT PROJECT REPORT

3-160.05 Review Updated Project Information

CONSULTANT shall request, collect, assemble, and review pertinent project information, including,

but are not limited to, prior Project Reports and Engineering Technical Reports, Environmental Documents and Environmental Technical Reports, CAD files and drawings, and relevant correspondence. CONSULTANT shall incorporate the collected materials and information into the Project Master File.

Deliverables:

- *Project Records Files*

3-160.10 Engineering Studies

CONSULTANT shall perform the necessary engineering studies and preliminary design work required to support the preparation of a Project Report. CONSULTANT shall screen the build alternatives in the PSR-PDS and select one (1) feasible build alternative (Project Build Alternative) to carry and analyze in the PA/ED phase. All engineering studies and reports prepared shall meet Caltrans requirements according to the Highway Design Manual, Project Development Procedures Manual, and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining right of entry permits required for field work from Caltrans and private properties willing to grant entry. SBCTA will assist in obtaining ROW entry permits when necessary.

3-160.10-05 Refine Project Alternative

CONSULTANT shall evaluate the Project Build Alternative and its variations and develop refinements to improve conformance to standards, minimize impacts to Right of Way, and improve constructability.

3-160.10.10 Traffic Studies

CONSULTANT shall collect and analyze relevant travel-demand and travel forecast data to generate traffic forecasts to be used in the traffic operational analysis. If appropriate, CONSULTANT shall perform supplemental traffic forecasting and modeling. Future traffic projections should include data for intersections, highway mainline, and interchange ramps.

Utilizing traffic forecasts, CONSULTANT shall perform a traffic capacity/operational analysis for the Project Build Alternative. The traffic operational analysis criteria to be used shall include, but not be limited to, levels of service, vehicle miles travelled, vehicle hours travelled, average speeds, and delay. The traffic operational analysis shall consider traffic control measures such as ramp metering and intelligent transportation systems. CONSULTANT shall prepare a traffic report that includes traffic information and analysis for current year, opening year, and design horizon year.

Deliverables:

- *Traffic Studies*
 - *Draft/Final Traffic Forecasting and Analysis Assumptions and Methodologies Memorandum.*
 - *Draft/Final Traffic Volumes Report.*
 - *Draft/Final Traffic Operations Analysis Report.*

- *VMT-Related Documents.*
 - *Induced Travel (VMT) Methodology and Results.*
 - *Mitigation Plan.*
 - *Induced Travel Risk Assessment.*

3-160.10.15 Geometric Plans for the Project Build Alternative

CONSULTANT shall prepare Geometric Plans for the Project Build Alternative. This includes horizontal and vertical alignments, cross sections, typical sections, utility plans, and construction staging/detours plans.

Deliverables:

- *Geometric Plans for Project Build Alternative.*

3-160.10.25 Hydraulics/Hydrology Studies

CONSULTANT shall perform Hydraulics/Hydrology studies to analyze on-site and off-site storm water flows for the Project Build Alternative. CONSULTANT shall identify requirements for hydraulic and storm water treatment design features as part of this task. Results of this study shall be considered and utilized in the project preliminary design.

Deliverables:

- *Draft / Final Preliminary Drainage Report (Hydrology Report).*
- *Draft / Final Storm Water Data Report-PA/ED.*

3-160.40 Right of Way (ROW) Data Sheets

CONSULTANT shall assess project ROW requirements by obtaining ROW information and preparing ROW data sheets for the Project Build Alternative. This task shall include preliminary utility location work which includes, but not limited to, review of utility as-build plans and performing utility record searches. Results of this assessment will be used as basis for estimating ROW costs.

Deliverables:

- *Draft / Final ROW Data Sheets.*

3-160.10.45 Utility Locations Determined for Preliminary Engineering

CONSULTANT shall perform all activities needed for Utility Locations Determined for Preliminary Engineering per Caltrans ROW manual and other requirements.

Deliverables:

- *Utility Relocation Estimate*
- *Utility correspondence*

3-160.10.80 Geotechnical Studies

CONSULTANT shall prepare a Preliminary Geotechnical Design Report (PGDR), and Preliminary Materials Report (PMR). The PGDR will include topography, geology and identification of potential geologic hazards, liquefaction potential, and general mitigation measures with respect to geologic and seismic hazards for input to the environmental document. The evaluation will be based on a review of existing subsurface data and will not include field investigations, borings, or laboratory testing. The PMR shall provide recommendations for pavement structure recommendations, pavement type, proposed pavement design life, and corrosion studies if culverts are proposed. Results of this assessment will be used as basis for estimating project construction costs.

Deliverables:

- *Draft / Final Preliminary Geotechnical Design Report.*
- *Draft / Final Preliminary Materials Report.*

3-160.10.85 Structures Advance Planning Study (APS)

CONSULTANT shall prepare an APS which shall evaluate the type of structures that are suited for the site, identify the scope of work related with each structure type and develop a cost associated with each structure type. Up to three (3) structure types are anticipated to be investigated. The APS will follow the Office of Special Funded Projects (OSFP) Information and Procedures Guide Chapter 3, Section 3-2 and will include an APS checklist, Design Memo, and an Itemized Cost Estimate.

Deliverables:

- *Advance Planning Study*
- *APS Checklist*
- *Design Memo*
- *Itemized Cost Estimate*

3-160.10.95 Preliminary Transportation Management Plan (TMP)

CONSULTANT shall prepare the Preliminary TMP per the latest Caltrans guidelines and requirements.

Deliverables:

- *Draft and Final TMP*

3-160.15 Draft Project Report

CONSULTANT shall prepare a Draft Project Report following the Caltrans format. The Project Report shall be prepared by or under the supervision of a registered Civil Engineer in the State of California. The consideration of non-standard features will be closely coordinated with the SBCTA Project Manager and designee to confirm acceptability by the SBCTA.

Deliverables:

- *Draft / Final Draft Project Report*

3-160.15.05 Cost Estimates for the Project Build Alternative

CONSULTANT shall prepare the Cost Estimates (11-page format) for the Project Build Alternative for the Draft Project Report in accordance with the latest Caltrans guidelines and requirements.

Deliverables:

- *Cost Estimate (11-page format)*

3-160.15.10 Design Standard Decision Document (DSDD)

CONSULTANT shall prepare the DSDD for both mandatory and advisory standards. The report will be prepared per the latest Caltrans guidelines and requirements. It is assumed that there is only one build alternative, so the DSDD can be drafted once the geometrics are defined for the PA/ED phase.

Deliverables:

- *Draft / Final Fact Sheets for Exceptions to Design Standards (Mandatory and Advisory) .*

3-160.15.25 Draft Project Report Circulation Review and Approval

CONSULTANT shall circulate the DPR for review and comment. CONSULTANT shall address and incorporate Caltrans and SBCTA comments into the final Project Report.

Deliverables:

- *Draft / Final Project Report*

3-160.15.99 Stage Construction Concept

CONSULTANT shall prepare stage construction concept to be included in the Project Report.

Deliverables:

- *Stage Construction Exhibit*

3-160.45 Geometric Approval Drawings (GADs), Base Maps and Plan Sheets for PA/ED Development

CONSULTANT shall prepare the geometric approval drawings (GADs) for the Project Build Alternative. GADs shall include horizontal and vertical alignments, cross sections, and typical sections. Preparation of the GADs shall be performed in close coordination with Caltrans Design staff. CONSULTANT will be responsible for completion and approval of the GADs by Caltrans in a manner where there is sufficient time to proceed with the circulation of the Environmental Document and approval of the Project Report within the project schedule.

Deliverables:

- *Draft / Final GADs*
- *Plans Sheets for PA/ED*

3.165 – ENVIRONMENTAL STUDIES & ENVIRONMENTAL DOCUMENT

3-165.10 General Environmental Studies

CONSULTANT shall perform general environmental studies to support the evaluation of the Project Build Alternative and, if necessary, to support the environmental determination made under CEQA, NEPA, and other applicable environmental laws and regulations. Caltrans will act as the Lead Agency under CEQA and NEPA; the preparation of each environmental technical report shall be performed in consultation with the SBCTA Project Manager or designee. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

Preparation of all technical analyses and reports will follow local, state, and federal environmental guidelines, primarily consisting of the Caltrans Standard Environmental Reference (SER) website, Caltrans Project Development Procedures Manual, local and state CEQA Guidelines, and FHWA Technical Advisory 6640.81 Guidance on Preparing and Processing Environmental and Section 4(f) Documents. The formats to be used for the technical studies will follow the guidance available on the Caltrans SER website as of the date that those studies are initiated.

3-165.10.25 Noise Study (if necessary)

CONSULTANT shall evaluate if a Noise Study Report (NSR), is necessary. If a Noise Study is required, CONSULTANT shall prepare a NSR, a Noise Abatement Decision Report (NADR) which will be referenced in the environmental document. The study and reports shall conform to requirements in accordance with procedures specified by FHWA in Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise Analysis Protocol (TNAP). Discussions and negotiations with external parties as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee. Traffic noise modeling will be performed using the latest version of the FHWA Traffic Noise Model (TNM).

Personnel to conduct the assessment of traffic noise impacts shall meet the requirements or recommendations under Preparer Qualifications in the Caltrans SER.

Deliverables:

- *Draft / Final Noise Study Report*
- *Draft / Final Noise Abatement Decision Report*

3-165.10.30 Air Quality Study (if necessary)

CONSULTANT shall prepare an Air Quality Study Report. The report will provide the following discussion and analyses:

- ✓ *Regulatory Setting and Existing Conditions.*

- ✓ Exemption from Regional Conformity.
- ✓ Project-Level Conformity Hot Spot Analysis
- ✓ Evaluation of Construction Emissions.
- ✓ Evaluation of Operations-Period Mass Emissions.
- ✓ Mobile Source Air Toxics.
- ✓ Climate Change/Greenhouse Gas Emissions.
- ✓ Mitigation Measures.
- ✓ Air Quality Conformity Analysis Report and Checklist.

Air quality modeling will be performed using the latest version of CT-EMFAC available. Coordination with the Southern California Association of Governments (SCAG) Transportation Conformity Working Group (TCWG) may be required.

Deliverables:

- *Draft / Final Air Quality Study Report.*
- *Draft / Final Air Quality Conformity Analysis Report and Checklist.*

3-165.10.35 Water Quality Studies

A Scoping Questionnaire for Water Quality Issues (SQWQI) will be prepared for the proposed project using the current SQWQI template available on the Caltrans SER. As required, this will address existing conditions, project description and impacts, and construction (temporary) impacts. In order to provide the existing physical and regulatory environment information for water quality, CONSULTANT will: 1) identify and describe the current and upcoming laws that relate to water quality; 2) describe the beneficial uses as detailed by the Regional Water Quality Control Board (RWQCB) Basin Plan for all potentially-affected waters; 3) discuss water quality objectives for all potentially-affected waters; 4) list potential sources of pollutants, existing water quality of the receiving water bodies, i.e. Total Maximum Daily Loads (TMDL) or 303(d) impaired water bodies listed; and 5) describe the watershed, existing drainage, and hydrologic conditions. CONSULTANT will evaluate the water quality impacts for each proposed alternative and recommend possible best management practices or Project features to address water quality issues. CONSULTANT will document the findings in the Water Quality Assessment Report (WQAR).

Deliverables:

- *Scoping Questionnaire for Water Quality Issues (SQWQI).*
- *Draft / Final Water Quality Assessment Report (WQAR).*

3-165.10.65 Paleontology Study

CONSULTANT shall perform a paleontology study to identify and evaluate potential impacts to paleontological resources in the project area.

The following tasks shall be performed to evaluate paleontological resources:

- ✓ Document review.
- ✓ Records search.

- ✓ Paleontological resource assessment .
- ✓ Field survey.
- ✓ Preparation of technical report(s).

Based on preliminary review, a Paleontological Mitigation Plan (PMP) will be required for the proposed project. The PMP will be prepared under the supervision of a qualified Principal Paleontologist and will follow the PMP format as defined on the Caltrans SER.

Deliverables:

- *Draft / Final Combined Paleontological Identification Report (PIR) and Paleontological Evaluation Report (PER).*
- *Draft / Final Paleontological Mitigation Plan (PMP).*

3-165.10.75 Environmental Commitments Record (ECR)

CONSULTANT will prepare the ECR for inclusion as an attachment to the environmental document.

Deliverables

- *Draft / Final ECR (included in environmental document and reviewed as part of that document; no separate submittal is assumed or included).*

3-165.10.80 Hazardous Waste Initial Site Assessment

CONSULTANT shall perform a hazardous waste assessment to identify and evaluate the potential for Recognized Environmental Conditions (REC) that occur in the project area. This task shall include a literature search and review of historic information, interagency coordination with the appropriate agencies, field studies, and preparation of an Initial Site Assessment (ISA) report.

The ISA shall be prepared in general accordance with the Caltrans Initial Site Assessment Guidance Document, dated September 2006. Project specific scoping considerations include evaluations of right-of-way acquisition parcels and construction easements, proper management of any identified waste materials, and construction worker and public exposure to any identified onsite contaminants.

Review local, state and federal regulatory databases and files in performance of the ISA. Based on these findings, additional information may be obtained from direct contact with regulatory agencies including the City of San Bernardino, San Bernardino County, California Regional Water Quality Control Board, California Department of Toxic Substances Control, Caltrans and the United States Environmental Protection Agency.

Deliverables:

- *Draft / Final Initial Site Assessment Report.*

3-165.10.85 Hazardous Waste Preliminary Site Investigations (if necessary)

CONSULTANT shall perform an Aerially Deposited Lead (ADL) Survey. A report shall be prepared to transmit the field observations, laboratory data, data evaluation and statistics, and conclusions. The

report will include diagrams of sample locations and laboratory results presented in tabular format. CONSULTANT will input the analytical data into a Caltrans format MS Access database. A professional geologist (PG) will review/sign the investigation report.

Deliverables:

- *Draft / Final Aerial Deposited Lead Survey.*

3-165.15 Biological Studies

CONSULTANT shall perform biological studies to assess potential impacts to biological resources in the project area. Biological studies performed shall support the environmental determination made in the Environmental Document and shall be used to demonstrate compliance with all applicable biological related laws, regulations, and requirements, including but not limited to, the Federal Endangered Species Act, California Endangered Species Act, Clean Water Act, and the Department of Fish and Game Code. All biological studies performed and reports prepared shall meet Caltrans requirements according to the SER and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

3.165.15.20 Natural Environment Study/ Minimal Impacts

CONSULTANT shall perform a general biological study to identify biological resources that could be affected by the project. CONSULTANT may conduct informal consultation with appropriate regulatory agencies. Discussions and negotiations with external agencies as part of this task shall only be performed in consultation with the SBCTA Project Manager or designee.

CONSULTANT shall conduct a literature search, perform field surveys, and prepare a Natural Environment Study/Minimal Impacts (NES/MI) report analyzing potential impacts to biological resources. The report will be prepared in accordance with Caltrans SER guidance and will conform to the Caltrans NES/MI annotated outline. A full NES is not assumed or included. The following tasks will be performed during the preparation of the reports:

- ✓ Review of Project Information and Applicable Literature.
- ✓ Field Evaluation for Biological Resource Constraints.
- ✓ Technical Report Preparation-A draft NES/MI will be developed based on results of the biological surveys and analysis:

A literature review will be conducted to identify special-status species known or reported from the project area. The literature review will include:

- 1) Special status species lists from the California Department of Fish and Wildlife (CDFW), U.S. Fish and Wildlife Service (USFWS), and National Marine Fishery Service (NMFS);
- 2) Database searches of current versions of the California Natural Diversity Database (CNDDDB), the Online Inventory of the California Native Plant Society (CNPS), and USFWS species occurrence data; and
- 3) Other available biological studies conducted in the vicinity of the project site.

After reviewing relevant literature and database information, the project area will be evaluated with a thorough field review covering all portions relevant to potential biological resource constraints. The project area is assumed to be the project limits of disturbance (LOD) plus 200 feet. Field notes will

be compiled including conditions, visible disturbance factors, species, habitats, and general biological resources observed or detected. The project area will be evaluated regarding the presence, absence, or likelihood of occurrence for all special status species and habitats as well as general biological resources potentially posing a constraint to the project through applicable laws and regulations. A draft NES/MI will be developed based on results of the biological survey methods and results.

Deliverables:

- *Draft / Final Natural Environment/Minimal Impacts Study Report.*

3-165.15.99 Jurisdictional Delineation (if necessary)

For Projects that may impact areas under the jurisdiction of the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and CDFW, a formal jurisdictional delineation is required utilizing resource agency standard delineation methods. CONSULTANT will delineate aquatic resources within the study area utilizing routine on-site methods. CONSULTANT will utilize procedures and practices in the following publications and agency guidance documents: USACE Wetland Delineation Manual (1987); USACE Regional Supplement to the Wetland Delineation Manual, Arid West Region, Version 2.0 (2008); and USACE and Environmental Protection Agency's (EPA) Clean Water Act Jurisdiction Following the U.S. Supreme Court's Decision in *Rapanos v. United States* and *Carabell v. United States* guidance document (2007) as well as standard practices to delineate CDFW lake and stream resources and associated riparian vegetation.

The field survey results will be compiled and presented in a Jurisdictional Delineation Report prepared for the Project that will identify and quantify the limits of USACE wetland and non-wetland waters of the U.S., RWQCB wetland and non-wetland waters of the State, CDFW stream features and associated riparian areas, and MSHCP Riparian/Riverine habitats within the study area boundaries, where present. It will also include figures and maps showing the location of potential jurisdictional resources and a photolog that documents site conditions of specific drainage features. The Jurisdictional Delineation Report will not quantify impacts to jurisdiction resources; rather, impacts will be quantified and included within the NES/MI.

- *Draft / Final Jurisdictional Delineation Report.*

3-165.20 Cultural Resources Studies

CONSULTANT shall perform cultural resources studies to assess potential impacts to archaeological and historic resources in the project area. Cultural studies performed shall support the environmental determination made in the Environmental Document. CONSULTANT will be responsible for obtaining any right of entry permits required for field work. A records search will be obtained from the South Central Coastal Information Center, part of the California Historical Resources Information System, which houses San Bernardino County records. The Native American Heritage Commission will be contacted to request a review of its Sacred Lands File. CONSULTANT will coordinate with Caltrans for consultation with Native American groups and other interested parties. Consultation will be conducted in accordance with appropriate current state and federal regulations. As appropriate, CONSULTANT may prepare an Area of Potential Effects (APE) map and Historical Resources Evaluation Report (HRER).

Following completion and approval of the APE, research, survey, outreach and reporting, a summary document (the Historic Property Survey Report [HPSR]) with attached Archaeological Survey Report (ASR) may be generated.

Deliverables:

- *Draft / Final Archaeological Survey Report.*
- *Draft / Final Area of Potential Effects Map.*
- *Native American Consultation Support (consultation to be conducted by Caltrans).*
- *Draft / Final Historical Resources Evaluation Report.*
- *Draft / Final Historic Property Survey Report.*

3-165.25 Draft Environmental Document

3-165.25. Public Outreach

CONSULTANT will prepare the Notice of Availability/Notice of Intent to Adopt a Mitigated Negative Declaration/Notice of Public Hearing (NOA/NOI/NOPH) (English and Spanish versions) for publication by SBCTA in a newspaper(s) of general circulation. CONSULTANT shall provide all SBCTA Public Outreach collateral materials including notices, handouts, and exhibits. CONSULTANT may serve as initial point of contact for public inquiries and shall be expected to maintain a Public Outreach file, which shall include a project mailing list, correspondence log, and records of public meetings. Public Outreach coordination shall be performed in consultation with the SBCTA Project Manager or designee and the SBCTA Public Affairs Office.

Deliverables:

- *Public Outreach collateral materials/Electronic Media.*
- *Public Outreach File.*
- *Newspaper notices (ads will be paid directly by SBCTA.)*

3-165.25.15 Draft Environmental Document (DED).

CONSULTANT shall consider the scope of the project and results of the environmental technical studies to recommend and obtain direction from Caltrans and SBCTA on the appropriate environmental document to comply with CEQA and NEPA. Based on conceptual design and preliminary information, a Categorical Exemption/Categorical Exclusion (CE/CE) appears to be the appropriate CEQA and NEPA environmental document, and that level of document is assumed in this scope of work. If a CE/CE is appropriate, CONSULTANT shall prepare the draft form with back up report following the available forms on the SER.

CONSULTANT shall prepare a Notice of Exemption (NOE) and shall submit to SBCTA for filing with the County Clerk. The NOE will be submitted to the State Clearinghouse via CEQAnet (all submittals to CEQAnet will be made electronically and no hard copies are assumed to be submitted to the State Clearinghouse or are included in this scope of services). CONSULTANT shall prepare

an Environmental Commitment Record (ECR) and will be responsible for the incorporation of applicable environmental conservation measures into the project's final design.

Deliverables:

- *Draft CE/CE forms and report*
- *Final CE/CE forms*
- *Draft / Final Notice of Exemption (NOE)*

3.170 – PERMITS & AGREEMENTS

3.170.05 Determine Required Permits

Upon completion of the jurisdictional delineation and NES/MI, CONSULTANT will confirm which, if any, aquatic resources permits are expected to be needed from which agency for the Project. This information will be included in the CE/CE.

3-170.20 Freeway Agreements

CONSULTANT shall prepare revision to the map and exhibits needed in a Freeway Agreement and, if necessary, Freeway Maintenance Agreement.

Deliverables:

- *Executed Copies of the Freeway Agreement and Map.*

3.180 PROJECT REPORT & FINAL ENVIRONMENTAL DOCUMENT (FED)

3-180.05.10 Final Project Report

CONSULTANT shall perform work to incorporate comments received, update the information, and complete the Project Report for final Caltrans approval.

Deliverables:

- *Draft / Final Project Report*

3-180.05.15 Storm Water Data Report (SWDR)-PA/ED

CONSULTANT shall update and prepare the SWDR according to the latest Caltrans guidelines and procedures.

Deliverables:

- *Draft / Final SWDR – PA/ED*

TASK 3.185 – PREPARE BASE MAPS AND PLAN SHEETS (OPTIONAL)

Task 3.185.05 Updated Project Information

CONSULTANT shall request, collect, assemble, and review all pertinent project information, including, but not limited to, prior project related reports and Engineering Technical Reports, Environmental Documents and Environmental Technical Reports, CAD files and drawings, and relevant correspondence. CONSULTANT shall incorporate the collected materials and information into the Project Master File.

Deliverables:

- *Project Records Files*

Task 3.185.10 Engineering and Photogrammetric Surveys

Mapping and Surveys and preparation of Base Maps were performed during the PA/ED phase. CONSULTANT shall review Project Mapping and Project Survey Control prepared to ensure completeness and accuracy. CONSULTANT shall inform SBCTA's Project Manager if there are incomplete or missing data in the Design Base Maps.

Deliverables:

- *Design Surveys*
- *Topographic Mapping*
- *As-Builts and Utility Research*

TASK 3.205 – PERMITS & AGREEMENTS (OPTIONAL)

Task 3.205.05 Determine Required Permits & Task 3.205.10 Obtain Permits

CONSULTANT shall perform work to identify all necessary permits to construct the project and obtain all necessary permits and agreements needed to construct the project. Work as part of this task may include discussions with permitting agencies, preparation of the permit and attachments such as maps and other exhibits identifying funds necessary for the permit application, and submitting the permit. Discussions and negotiations with permitting agencies shall only be performed in consultation with the SBCTA Project Manager or designee.

Deliverables:

- *Various Permits*

TASK 3.230 – PREPARE HIGHWAY DRAFT PLANS, SPECIFICATIONS & ESTIMATES (OPTIONAL)

Task 3.230.05 Draft Highway Plans

CONSULTANT shall prepare the Highway Roadway Plans, Specifications, and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. This will also include analysis of alternatives that may be required in looking at the most feasible terminus points, operational efficiencies, and ingress/egress locations. Sufficient study including design and cost estimates would be needed to provide adequate information for decisions on which alternative(s) to move forward with. Preparation of the Highway PS&E plans set shall include, but not be limited to, the preparation of the following roadway engineering sheets:

- ✓ Title Sheet
- ✓ Key Map and Line Index

- ✓ Typical Cross Sections
- ✓ Layouts
- ✓ Profiles and Superelevation Diagrams
- ✓ Construction Details
- ✓ Water Pollution Control
- ✓ Contour Grading
- ✓ Drainage Plans
- ✓ Drainage Profiles, Details, and Quantities
- ✓ Utility and Utility Relocation
- ✓ Transportation Management Plan, Sign Details and Quantities
- ✓ Stage Construction
- ✓ Traffic Handling
- ✓ Detours
- ✓ Pavement Delineation and Quantities
- ✓ Signs and Quantities
- ✓ Overhead Signs and Quantities, if required
- ✓ Summary of Quantities
- ✓ Retaining Walls and Quantities, if required
- ✓ Sound Walls and Quantities, if required
- ✓ Plant List and Planting, if required
- ✓ Irrigation, if required
- ✓ Sprinkler Schedule and Details, if required
- ✓ Irrigation Quantities, if required
- ✓ Electrical Plans

Preparation of the roadway plans shall be consistent with Caltrans design standards to the greatest extent feasible.

CONSULTANT shall perform internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

Deliverables:

- 65% Plans
- 95% Plans

Task 3.230.20 Transportation Management Plan

CONSULTANT will prepare the Draft and Final Transportation Management Plan (TMP) in accordance with current Caltrans procedures and guidelines. The TMP will identify specific measures that can be taken during construction to reduce impacts due to construction on the traveling public and to provide travel through and around the work area.

Deliverables:

- *Transportation Management Plan*

Task 3.230.35 Draft Highway Specifications

CONSULTANT shall prepare the Highway Specifications and Special Provisions for the project following the Caltrans Standard Specifications. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to this requirement.

Deliverables:

- *Draft Standard Special Provisions (65% and 95% PS&E).*

Task 3.230.40 Draft Highway Quantities and Estimates

CONSULTANT shall prepare the Highway Quantities and Estimates for the project following the Caltrans Standard Specifications including periodic cost updates, as well as cost estimates to support the analysis of project alternatives developed during design. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to this requirement.

Deliverables:

- *Draft Quantities and Estimates*

Task 3.230.60 Updated Storm Water Data Report

CONSULTANT will prepare an Updated Storm Water Data Report (SWDR) in accordance with current Caltrans procedures and guidelines. The SWDR will identify specific measures that can be taken to handle storm water flows around the work area.

Deliverables:

- *Storm Water Data Report-PS&E*

Task 3.230.70 Updated Hydraulics Report

CONSULTANT will prepare an updated Hydraulics Report in accordance with current Caltrans procedures and guidelines. The updated Hydraulics Report will evaluate existing drainage systems and will be used to support the drainage plans.

Deliverables:

- *Hydraulics Report*

Task 3.230.80 Geotechnical Design Report

CONSULTANT will prepare a Geotechnical Design Report in accordance with current Caltrans procedures and guidelines. The Geotechnical Design Report will be used for recommendations to complete the plans and specifications.

Deliverables:

- *Geotechnical Design Report*

Task 3.230.80 Updated Materials Report

CONSULTANT will prepare an updated Materials Report in accordance with current Caltrans procedures and guidelines. The updated Materials Report will be used to support the pavement structural section design.

Deliverables:

- *Materials Report*

TASK 3.240 – PREPARE STRUCTURAL DRAFT PLANS, SPECIFICATIONS & ESTIMATES (OPTIONAL)

Task 3.240.60 Hydraulics Report

CONSULTANT will prepare the Draft and Final Hydraulics Report in accordance with current Caltrans procedures and guidelines. The Hydraulics Report will identify strategies and requirements for use by the design engineer to prepare the structural plan sheets.

Deliverables:

- *Hydraulics Report*

Task 3.240.65 Preliminary Foundation Report

CONSULTANT will prepare the Preliminary Foundation Report to be utilized as part of the Structures Type Selection. The Preliminary Foundation Report shall document existing foundation conditions, make preliminary foundation recommendations, and identify the need for investigations, subsurface exploration, and studies.

Deliverables:

- *Preliminary Foundation Report*

Task 3.240.70 Subsurface Exploration and other Field Studies

CONSULTANT will perform work required to perform subsurface exploration to support the Foundation Report. This task includes all activities needed such as procurement of permits and rights to enter to perform any needed subsurface explorations. Results of the study shall be summarized in a report. Subsurface exploration work shall include proposed bridge widening and retaining or soundwalls required for the project.

CONSULTANT will perform an infiltration test to determine the percolation rates for the proposed storm water treatment facilities.

Deliverables:

- *Log of Test Borings*
- *Infiltration Test Report, if required*

Task 3.240.75 Draft Structural Plans

CONSULTANT shall prepare the Structural Plans, Specifications and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the Structural PS&E plans set may include, and not be limited to the preparation of the following roadway engineering sheets:

- ✓ General Plan
- ✓ Deck Contours
- ✓ Foundation
- ✓ Abutment Layout and Detail
- ✓ Typical Sections
- ✓ Girder Layout
- ✓ Prestress Details
- ✓ Drainage Details
- ✓ Barrier Details
- ✓ Structural Approach Details
- ✓ Miscellaneous Details
- ✓ Structural Special Provisions
- ✓ Structural Quantities

CONSULTANT shall perform internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

Deliverables:

- *Type Selection Report*
- *65% Plans*
- *95% Plans*

Task 3.240.80 Foundation Report

CONSULTANT shall prepare the Foundation Report incorporating subsurface explorations through report and Log of Test Borings. The Foundation Report is to provide the required geologic and geotechnical recommendations needed to prepare the structural plans sheets.

Deliverables:

- *Foundation Report including Log of Test Boring Plan.*

TASK 3.255 – PREPARE FINAL PS&E PACKAGE (OPTIONAL)

Task 3.255.20 Final District PS&E Package

This task includes the distribution of the draft final combined highway and structural PS&E package for final review by Caltrans, SBCTA, and other stakeholders. CONSULTANT shall address comments received and incorporate changes as appropriate in the final combined PS&E package. Under this task, CONSULTANT shall perform internal QA/QC plans check and review and shall submit the final combined PS&E package to an independent reviewer, which shall be provided by the CONSULTANT. The independent reviewer shall be a registered Professional Engineer in the State of California and shall certify the quality of the package and that the plans are constructible. The independent reviewer shall submit a stamped report to SBCTA summarizing its review and certifying the constructability of the plans and that the final combined PS&E package is biddable. CONSULTANT will be responsible for completion of the final draft combined PS&E package in a manner where there is sufficient time to address comments during the independent review and finalize the PS&E package within the project schedule. CONSULTANT will be responsible for the constructability of the project.

Deliverables:

- *Final Combined PS&E Package.*
- *Independent Constructability and Ready-to-Bid Certification.*

Task 3.255.40 Resident Engineer File and Supplemental Materials

CONSULTANT shall be responsible for preparing the pending Resident Engineer File and other supplemental PS&E materials, which would include the following:

- | | |
|--|-------------------------------------|
| - Geotechnical Information Handout | - Materials Information Handout |
| - Construction Staking Package and Control | - Project Controls for Construction |
| - Grid Grades | - Construction Permits |
| - Quantity Workbook | - Representative Cross Sections |

Deliverables:

- *Resident Engineer File*
- *Supplemental PS&E Materials*

TASK 3.260 – CONTRACT BID DOCUMENTS READY TO LIST (OPTIONAL)

Task 3.260-1 Draft Contract

CONSULTANT shall assist SBCTA in the preparation of the Construction Contract Bid Documents. Under this task, the CONSULTANT shall develop a draft contract, which shall be consistent with Caltrans standards. Draft contract shall include the plans, specifications, special provisions, applicable Federal, state and local laws, regulations, and requirements and item codes. All contract pay items shall utilize the Basic Engineering Estimate System (BEES) coding.

Deliverables:

- *Draft Construction Contract Package*

TASK 5.270 – CONSTRUCTION ENGINEERING – TECHNICAL SUPPORT (OPTIONAL)

Provide Technical Support to the construction engineering staff including design, traffic, hydraulics, materials, structures design, geotechnical services, environmental, landscape and other specialty staff. Functional support may include attendance at pre-work conferences, on-site construction support including contractor request for information (RFI) and RE pending file review.

TASK 6.295 – ACCEPT CONTRACT/PREPARE FINAL CONSTRUCTION ESTIMATE AND FINAL REPORT (OPTIONAL)

Work involved in the acceptance and final documentation of a construction contract.

Work involved includes coordination with the construction manager and/or Resident Engineer to develop as-built plans in accordance with Caltrans and the City Standards. Work includes the transfer of the red-line As-Built plan mark-ups to the original full size reproducible plan sheets (and CADD file) and forwarding a reproducible set of plans with the transferred As-Built changes to SBCTA, Caltrans and the Cities. CONSULTANT shall complete this task within 30 calendar days of receipt of red-line mark-ups.

Deliverables:

- *Red line construction package*
- *As-Built construction package*
- *Electronic and hardcopy* submittal for Caltrans and City records

IV. PROJECT SPECIFIC QUALITY ASSURANCE AND QUALITY CONTROL PLAN REQUIREMENTS

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

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

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

Project Introduction and Scope:

- Project description.
- Scope of work.
- Quality objectives.
- List of deliverable documents for each milestone submittal.

Project Team Qualifications, Organization, Staff, Roles, and Responsibilities:

- A description of the minimum resource requirements for staff competence, skills, experience, and credentials.
- Organization chart showing project staff and lines of QA and QC authority and communications.
- List of project staff members, roles and responsibilities, including verification, QC review and technical checking, Project Management, Project QA Management and Technical Lead duties.

Quality Training:

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

Scheduling of Quality Activities:

2. Detailed QA and QC schedule that provides the timing, durations, and dependencies for all QC technical checking, interdisciplinary reviews, internal design verification against project criteria, and internal QA audits.

SBCTA, TSP and Caltrans Reviews:

3. Formal external (SBCTA, TSP and Caltrans) review schedules (Peer Reviews and Constructability Reviews).
4. Processes for SBCTA and TSP Peer Review and Caltrans review comments tracking, response, resolution, checking of comment incorporation, and closure process.

Internal Reviews:

5. Quality procedures related to interdisciplinary design review (IDR) process.
6. Technical review of environmental reports.

Management of Requirements:

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

Quality Procedures for Project Controls:

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

Quality Control (QC) Procedures:

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

Quality Assurance (QA) Procedures:

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

Quality Documentation:

15. Quality Records list or definition.

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

ATTACHMENT B – “PROPOSED CONTRACT”

CONTRACT No. 26-1003475

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

FOR

STATE ROUTE 210 DEL ROSA INTERCHANGE PROJECT

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

RECITALS:

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

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION/SCOPE OF WORK

- 1.1 CONSULTANT agrees to perform the work and services set forth in Exhibit A – “Scope of Work”, (“Work”), in accordance with all applicable professional architectural, engineering, construction management, land surveying and/or materials testing standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein. The word "Work", as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and Work imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with their satisfaction being based on prevailing applicable professional standards.
- 1.2 The Project Manager for this Contract is _____, or such other designee as shall be designated in written notice to CONSULTANT from time to time by SBCTA’s Director of Project Delivery or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, but is not authorized to receive or issue payments or execute amendments to the Contract itself.

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA’s Procurement Analyst and shall continue in effect through January 31, 2030 or until otherwise terminated, or unless extended as hereinafter provided by written amendment. Except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP.

SBCTA at its sole discretion may extend the original term of the Contract for two one-year option terms. The maximum term of this Contract, including the Option Terms, if exercised, will not exceed January 31, 2032.

ARTICLE 3. COMPENSATION

- 3.1 The method of payment for this Contract will be based on actual cost plus fixed fee. SBCTA will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the Work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT’s cost proposal unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds SBCTA’s approved overhead rate set forth in the Cost Proposal. In the event that SBCTA determines that a change to the Work from that specified in the Cost Proposal and Contract is required, the Contract time or actual costs reimbursable by SBCTA shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified herein shall not be exceeded, unless authorized by written amendment.

Commencing on [insert month, day, and year you desire the escalation to start], and adjusted annually every subsequent [insert same day and month above] during the Contract term, the maximum labor rate of the labor rate range for the classifications/titles in Exhibit “B” of this Contract will be adjusted by the percentage change identified in the U.S. Bureau of Labor Statistics’ “Table 5. Employment Cost Index for total compensation, for private industry workers, by occupational group and industry”, for the “Occupational group”, “Professional and related” (“ECI series”). The ECI series is not seasonally adjusted and includes any successor index if the ECI series is discontinued. Annual merit increases to billable rates may be requested for each of the employees in the classifications/titles, subject to SBCTA Project Manager approval. At no point shall any employee’s billable rate, which consists of the employee’s actual base rate, approved overhead, and approved fixed fee, exceed the existing maximum labor rate of their classification/title.

- 3.2 In addition to the allowable incurred costs, SBCTA will pay CONSULTANT a fixed fee of \$ (Amount). The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.
- 3.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- 3.4 When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SBCTA before exceeding such cost estimate.
- 3.5 Progress payments will be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of CONSULTANT’s fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, SBCTA shall have the right to delay payment or terminate this Contract in accordance with the Termination provisions herein.
- 3.6 No payment will be made prior to approval of any Work, nor any Work performed prior to approval of this Contract.
- 3.7 CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by SBCTA of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall detail the Work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number. Final invoice must contain the final cost and all credits due SBCTA including any equipment purchased under the provisions of this Contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT’s Work. Invoices should be e-mailed to SBCTA at the following address:
ap@gosbcta.com
For large files over 30 megabytes, invoices can be submitted using this link:
<https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission>
- 3.8 The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed \$ (Insert Amount).

3.9 Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by SBCTA. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

3.10 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 4. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT shall pay when due, and the compensation set forth herein shall be inclusive of all: a) local, municipal, State, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONSULTANT; and d) other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

ARTICLE 5. AVAILABILITY OF FUNDS

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

ARTICLE 6. PERMITS AND LICENSES

CONSULTANT shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) and required registrations necessary for CONSULTANT to perform Work identified herein.

ARTICLE 7. DOCUMENTATION AND RIGHT TO AUDIT

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

7.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA at any time. After CONSULTANT receives any audit recommendations, the cost proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by

CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report.

7.3 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 8. RESPONSIBILITY OF CONSULTANT

8.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and regulations, and other Work furnished by the CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for design or other standards for Work performance stipulated in the Contract.

8.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties, which could pose potential risk to SBCTA or the Project. CONSULTANT shall immediately document such matters and notify SBCTA in writing. CONSULTANT shall also similarly notify SBCTA in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

8.3 When a modification to a construction contract is required because of an error or deficiency in the design Work provided under this Contract, CONSULTANT shall be responsible for any and all additional costs associated with the construction contract or the construction of the Project.

8.3.1 SBCTA shall advise CONSULTANT of their responsibility and collect the amount due, including but not limited to, withholding of payments, if the recoverable cost will exceed the administrative cost involved or is otherwise in SBCTA's best interest. SBCTA shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.

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

8.5 As applicable, the responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, certify as-built drawings, and where appropriate, indicate his/her California registration or license number.

ARTICLE 9. REPORTING AND DELIVERABLES

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

ARTICLE 10. TECHNICAL DIRECTION

- 10.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA’s Project Manager, which will be identified in writing to CONSULTANT, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
 - 10.1.1 Directions to CONSULTANT, which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.
 - 10.1.2 Provision of written information to CONSULTANT, which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.
 - 10.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SBCTA under the Contract.
 - 10.1.4 SBCTA’s Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and subconsultants; modifications to hourly rates, classifications, and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.
- 10.2 Technical Direction must be within the Scope of Work under this Contract. SBCTA’s Project Manager does not have the authority to, and may not, issue any Technical Direction which:
 - 10.2.1 Increases or decreases the Scope of Work;
 - 10.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
 - 10.2.3 Constitutes a change as defined in the “CHANGES” Article of the Contract;
 - 10.2.4 In any manner cause an increase or decrease in the Contract price as identified in Article 3, herein, or the time required for Contract performance;
 - 10.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;

- 10.2.6 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
- 10.2.7 Approves any demand or claim for additional payment.
- 10.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.
- 10.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 10.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by SBCTA's Project Manager, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA's Project Manager falls within one of the categories defined in 10.2.1 through 10.2.7 above, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:
- 10.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
- 10.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 11. CHANGES

- 11.1 The Work shall be subject to changes by additions, deletions, or revisions made by SBCTA. CONSULTANT will be advised of any such changes by written notification from SBCTA describing the change. This notification will not be binding on SBCTA until SBCTA's Awarding Authority has approved any amendment to this Contract.
- 11.2 Promptly after such written notification of change is given to CONSULTANT by SBCTA, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 13. CONFLICT OF INTEREST

CONSULTANT agrees that it presently has no interest, financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SBCTA as to the Project. CONSULTANT further agrees that in the performance of this Contract no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT agrees that CONSULTANT and its staff shall comply with SBCTA's Conflict of Interest Policy, No. 10102, to the extent applicable.

ARTICLE 14. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of any tasks or hours of Work that are the responsibility of Key Personnel to other personnel, CONSULTANT shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rate) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of Key Personnel shall not be made without prior written consent of SBCTA. CONSULTANT shall not substitute any Key Personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of Key Personnel, SBCTA may terminate the Contract. Key Personnel are:

Name	Job Classification/Function

ARTICLE 15. REPRESENTATIONS

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SBCTA that the same shall conform to professional and engineering and environmental principles and standards that are generally accepted in the profession in the State of California.

ARTICLE 16. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 16.1 If, as part of this Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by SBCTA, shall deliver to

SBCTA the original of all such Products which shall become the sole property of SBCTA.

- 16.2 All materials, documents, data or information obtained from SBCTA 's data files or any SBCTA owned medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SBCTA.
- 16.3 Except as reasonably necessary for the performance of the Work, CONSULTANT agrees that it, its employees, agents and subconsultants will hold in confidence and not divulge to third parties, without prior written consent of SBCTA, any information obtained by CONSULTANT from or through SBCTA unless (a) the information was known to CONSULTANT prior to obtaining same from SBCTA or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes, part of the public domain, but not as a result of the fault of an unauthorized disclosure by CONSULTANT or its employees, agents, or subconsultants; or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to CONSULTANT's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article which are produced by CONSULTANT, shall be maintained as confidential until released in writing by SBCTA, except to the extent such materials and information become subject to disclosure by SBCTA under the California Public Records Act or other law, or otherwise become public information through no fault of CONSULTANT, or its employees or agents. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential.
- 16.4 CONSULTANT shall not use SBCTA's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA. CONSULTANT shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.
- 16.5 All press releases or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by both Parties.
- 16.6 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 17. CONSTRUCTION CLAIMS

INTENTIONALLY OMITTED

ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience - SBCTA shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.
- 18.1.1 CONSULTANT shall deliver to SBCTA all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA. Upon such delivery, CONSULTANT may then invoice SBCTA for payment in accordance with the terms herein.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have, and in compliance with applicable Bankruptcy Laws, (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the products and finished Work by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.
- 18.2.1 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 19. STOP WORK ORDER

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

ARTICLE 20. CLAIMS

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

ARTICLE 21. INSURANCE

21.1 CONSULTANT shall furnish SBCTA with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page(s) of the CGL policy listing all policy endorsements, before work begins. Prior to commencing the Work, subject to the provisions of Article 21.2 “General Provisions”, at all times during the performance of the Work, and for such additional periods as required herein, CONSULTANT shall, at CONSULTANT’s sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any portion of the Work to procure and maintain such insurance as specified below:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$3,000,000 per claim
- An annual aggregate limit of not less than \$9,000,000
- Coverage shall be appropriate for the CONSULTANT’s profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT’s professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
 - CONSULTANT shall secure and maintain “tail” coverage for a minimum of five (5) years after Contract completion.

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

- Coverage A. Statutory Benefits
- Coverage B. Employer’s Liability
- Bodily Injury by accident - \$1,000,000 per accident

- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

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

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

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and, if necessary, excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$7,000,000 each occurrence and \$7,000,000 aggregate.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA determines it is in SBCTA's best interests to require such coverage,
 - If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

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

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

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

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

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

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

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$2,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
 - Combined Bodily Injury and Property Damage Liability insurance.
 - The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability. Intentionally Omitted

21.1.7 Railroad Protective Liability. Intentionally Omitted

21.1.8 Cyber Liability Insurance. Intentionally Omitted

21.2 General Provisions

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

21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation, Cyber Liability and Professional Liability insurance, shall be endorsed by ISO Form

CG 20 10 11 85, or if not available, then the ISO Form that most closely matches CG 20 10 11 85, to name San Bernardino County Transportation Authority, CALTRANS, City of San Bernardino, and their officers, directors, members, employees, agents and volunteers, as additional insureds (“Additional Insureds”). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for any additional insured to vicarious liability but shall allow coverage for all additional insureds to the full extent provided by the policy.

21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA, including 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 outlined in this Article; set forth the deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and description name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its sub-CONSULTANTS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA. Without SBCTA's expressed written approval, no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$50,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the consultant shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONSULTANT. The CONSULTANT’s policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT’s deductible or SIR.

- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any sub-consultant with the exceptions of Professional Liability, Cyber Liability, and Worker's Compensation, shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONSULTANT's or sub-consultants' automobile, general liability, or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 21.2.6 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700, which require every employer in the State to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code.
- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds, and all indemnified parties named in this agreement, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development, and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days' prior written notice

of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days' prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at insurance@gosbcta.com to the attention of SBCTA, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

21.2.8 Project Specific Insurance. Intentionally Omitted

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

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

21.2.11 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

21.2.12 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.

- 21.2.13 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, the additional insureds identified in this contract shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the additional insureds identified in this contract..
- 21.2.14 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such date of notice, procure the additional and/or modified insurance coverages. Upon such change, any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the Contract Price pursuant to a Contract amendment.
- 21.2.15 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 22. INDEMNITY

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

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) SBCTA, CALTRANS, City of San Bernardino, and their authorized officers, employees, agents and volunteers, from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertaining to, or that are related to the negligence, recklessness, or willful misconduct of the design professional.

- 22.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, CALTRANS, City of San Bernardino and their authorized officers, employees, agents and volunteers (Indemnitees), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of or related to any act or omission of CONSULTANT or any of its officers, employees, agents, sub-consultants or volunteers and for any costs or expenses incurred by any indemnitees on account of any such Claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONSULTANT's indemnification obligation applies to indemnitees' "passive" negligence but does not apply to an indemnitee's "active negligence," "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE 23. ERRORS AND OMISSIONS

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONSULTANT shall be liable for SBCTA's costs resulting from errors or deficiencies, in Work furnished under this Contract, including but not

limited to any fines, penalties, damages, and costs associated with a modification to a construction contract required because of an error or deficiency in the Work provided by CONSULTANT under this Contract.

ARTICLE 24. OWNERSHIP OF DOCUMENTS

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

ARTICLE 25. SUBCONTRACTS

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

ARTICLE 26. INSPECTION OF OPERATIONS

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

ARTICLE 27. INDEPENDENT CONTRACTOR

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Work provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. SBCTA shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Work or as to the manner, means and methods

by which Work is performed. All personnel furnished by CONSULTANT under this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subconsultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

ARTICLE 28. ATTORNEY'S FEES

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

ARTICLE 29. GOVERNING LAW AND VENUE

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

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 31. PRECEDENCE

- 31.1 The Contract consists of the Contract Articles, Exhibit A, "Scope of Work" and Exhibit B "Cost Proposal," SBCTA's Request For Proposal, and CONSULTANT's proposal, all of which are incorporated in this Contract by this reference.
- 31.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request For Proposal; and last, CONSULTANT's Proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 31.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONSULTANT shall notify SBCTA in writing within three (3) business days of its discovery of the conflict and shall comply with SBCTA's resolution of the conflict.

ARTICLE 32. COMMUNICATIONS AND NOTICES

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

the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONSULTANT shall notify SBCTA of any contact information changes within ten (10) business days of the change.

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

ARTICLE 33. DISPUTES

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

ARTICLE 34. GRATUITIES

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

ARTICLE 35. REVIEW AND ACCEPTANCE

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

ARTICLE 36. CONFIDENTIALITY

See Article 16

ARTICLE 37. EVALUATION OF CONSULTANT

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

ARTICLE 38. SAFETY

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

ARTICLE 39. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq, the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.; U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32; and U.S. OMB regulatory guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

ARTICLE 40. ASSIGNMENT

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

ARTICLE 41. AMENDMENTS

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

ARTICLE 42. STATE PREVAILING WAGE RATES

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

ARTICLE 43. CONTINGENT FEE

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

ARTICLE 44. FORCE MAJEURE

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

ARTICLE 45. WARRANTY

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

ARTICLE 46. ENTIRE DOCUMENT

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

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 48. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, due to CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE 49. EFFECTIVE DATE

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

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year written below.

CONSULTANT

**SAN BERNARDNO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Name
Title

By: _____
Joe Baca, Jr.
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Name
Title

By: _____
Iain MacMillan
Assistant General Counsel

Date: _____

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

EXHIBIT A - “SCOPE OF WORK”

EXHIBIT B - “APPROVED COST PROPOSAL”

ATTACHMENT C- RFP FORMS

**CERTIFICATE OF COMPLIANCE WITH
INSURANCE REQUIREMENTS**

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

INSURANCE REQUIREMENTS: (check appropriate boxes below)

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

AND

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

OR

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

Company Information:

Company/Individuals Name

Address

City

State

Zip Code

Principal Name

Title

Principal Signature

Date

Phone

Email Address

Broker Information:

Broker Name

Address

City

State

Zip Code

Phone Number

Email Address

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
DISCLOSURE OF CAMPAIGN CONTRIBUTIONS TO BOARD OF DIRECTORS**

Government Code Section 84308, 2 California Code of Regulations 18438.1, et seq.

No Member or Alternate of the Board of Directors of the San Bernardino County Transportation Authority shall receive or solicit a campaign contribution of more than \$500 from Proposer or Proposer's agent during the time of: 1) Proposal solicitation; 2) Consideration of Proposals received; and 3) Awarding of a contract or execution of a purchase and sale agreement based on a Proposal (collectively referred to as the "Proceeding"), and for 12 months following the conclusion of the Proceeding. This prohibition does not apply to the awarding of contracts that are competitively bid. In addition, Board Members and Alternates cannot participate in any such matters if they have received more than \$500 in campaign contributions within the last year from the Proposer. Agents of Proposers are prohibited from making any contribution to a Board Member or Alternate during the Proceeding and for 12 months following the date of final decision to award.

Pursuant to these requirements, Proposer shall disclose any campaign contribution in an amount of more than \$500 made by Proposer, and/or Proposer's agent, to any Board Member or Alternate within 12 months from the date of the Board's final decision to award or contract with Proposer (as applicable). In addition, Proposer shall not make a contribution of more than \$500 to a Board Member or Alternate during the Proceeding and for 12 months following the conclusion of the Proceeding. No agent of any Proposer shall make any contribution to a Board Member or Alternate during the Proceeding and for 12 months following conclusion of the Proceeding.

The disclosure by Proposer, as set forth, herein, shall be incorporated into the written record of the Proceeding and shall be made available to the public for inspection and copying.

1. Have you or your company made any political contributions of more than \$500 to any SBCTA Board Member or Alternate in the preceding 12 months?

_____ YES _____ NO

Board Member/Alternate

Name: _____ Date: _____

2. Do you or your company anticipate or plan to make any political contributions of more than \$500 to any SBCTA Board Member or Alternate?

_____ YES _____ NO

Board Member/Alternate

Name: _____ Date: _____

Answering yes to either of the two questions above does not preclude SBCTA from awarding a contract to your firm. It does, however, preclude the identified SBCTA Board Member or Alternate from participating in the contract award Proceeding and decision.

3. Has any agent on behalf of you or your company made any political contributions of more than \$500 to any SBCTA Board Member or Alternate in the preceding 12 months?

_____ YES _____ NO

Board Member/Alternate

Name: _____ Date: _____

4. Do you or your company anticipate or plan to have any political contributions of more than \$500 made to any SBCTA Board Member or Alternate by an agent of you or your company?

_____ YES _____ NO

Board Member/Alternate

Name: _____ Date: _____

Answering yes to either of the two questions (3 and 4) above **precludes** SBCTA from awarding a contract to your firm.

A current list of the Board of Members and Alternates of the San Bernardino County Transportation Authority is attached.

PROPOSER INFORMATION:

Company Name

Address

City

State

Zip Code

Proposer Name

Title

Proposer Signature

Date

Phone

Email Address

SBCTA BOARD OF DIRECTORS AND ALTERNATES

Agency	Board Representative	Alternate
City of Adelanto	Daniel Ramos	Gabriel Reyes
City of Barstow	Timothy Silva	Carmen Hernandez
City of Big Bear Lake	Rick Herrick	Randall Putz
City of Chino	Eunice Ulloa	Curtis Burton
City of Chino Hills	Ray Marquez	Brian Johsz
City of Colton	Frank Navarro	David Toro
City of Fontana	Acquanetta Warren	Peter Garcia
City of Grand Terrace	Bill Hussey	Matt Brown
City of Hesperia	Josh Pullen	Brigit Bennington
City of Highland	Larry McCallon	Gregory Hogan
City of Loma Linda	Ovidiu Popescu	Amy Jones
City of Montclair	John Dutrey	Corysa Martinez
City of Needles	Janet Jernigan	Ellen Campbell
City of Ontario	Paul Leon	Debra Porada
City of Rancho Cucamonga	L. Dennis Michael	Lynne Kennedy
City of Redlands	Mario Saucedo	Paul Barich
City of Rialto	Joe Baca	Andy Carrizales
City of San Bernardino	Helen Tran	Kim Knaus
City of Twentynine Palms	Daniel Mintz, Sr.	Octavious Scott
City of Upland	Rudy Zuniga	Bill Velto
City of Victorville	Bob Harriman	Elizabeth Becerra
City of Yucaipa	Judy Woolsey	Chris Venable
County of San Bernardino 1 st District	Paul Cook	N/A
County of San Bernardino 2 nd District	Jesse Armendarez	N/A
County of San Bernardino 3 rd District	Dawn Rowe	N/A
County of San Bernardino 4 th District	Curt Hagman	N/A
County of San Bernardino 5 th District	Joe Baca, Jr.	N/A
Town of Apple Valley	Art Bishop	Larry Cusack
Town of Yucca Valley	Rick Denison	Robert Lombardo

Updated by NL 08/20/2026

CONSULTANT QUESTIONNAIRE

CONSULTANT NAME: _____

ADDRESS: _____

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. DEPARTMENT OF FAIR HOUSING (DFEH) AND DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLAINTS

- 4.1 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, for enter into or renew, a contract with a public entity for goods or services of one million dollars (\$1,000,000) or more if, at the time of bid or proposal for a new contract or renewal of an existing contract that person:

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

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

- ☐ In accordance with Public Contract Code Section 2204(a), Proposer/Bidder, at the time the proposal or bid is submitted, 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 D
REFERENCE FORM**

<ON COMPANY LETTERHEAD>

REFERENCE FORM
(Sample Cover Letter)

Date:

Name of Reference and Title
Address, City, State, Zip Code
Telephone No., Email Address

SUBJECT: Request for Proposal RFP 26-1003475

Dear _____,

San Bernardino County Transportation Authority (SBCTA) has released Request for Proposal (RFP) 26-1003475 for State Route 210 Del Rosa Interchange Project. The San Bernardino County Transportation Authority ("SBCTA") is seeking professional services for the preparation of Project Initiation Document (PID) and Project Approval/Environmental Document (PA/ED) and optional Plans, Specifications, and Estimates (PS&E) for improvements at the State Route 210 (SR-210) Del Rosa Avenue Interchange in the City of San Bernardino (Project).

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

Your firm has been identified as a reference and you are respectfully requested to complete and sign the attached questionnaire and submit it to SBCTA directly at scastror@gosbcta.com. Please note, SBCTA will not accept or give consideration to questionnaires submitted by proposers.

The questionnaire is due **no later than** (proposer select the due date) however, if you can possibly submit the questionnaire sooner it would be greatly appreciated.

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

Sincerely,

Reference Name
Title



**RFP 26-1003475
CONSULTANT REFERENCE CHECK**

BELOW TO BE COMPLETED BY REFERENCE AGENCY/FIRM

NAME OF PROPOSING FIRM/PROJECT MANAGER

REFERENCE Project Owner/Agency Name

Address

City

State

Zip Code

Contact Name

Contact Title

Phone

Email Address

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

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

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

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

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

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

Additional Comments (Use additional sheets as necessary):

Print Contact Name	Title
Contact Signature	Date

Please Submit to:
San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Fl., San Bernardino, CA 92410
Phone: (909) 884-8276 - Email: scastr@gosbcta.com