



INVITATION FOR BIDS (IFB) 27-1003501

FOR

CHANNELIZERS FOR SB EXPRESS LANES

KEY IFB DATES

IFB Issue Date:	SEPTEMBER 23, 2026
Pre-Bid Conference Date:	N/A
Written Questions Deadline:	OCTOBER 8, 2026 at 4:00 p.m.
Bid Due Date:	OCTOBER 22, 2026 at 2:00 p.m.
Contract Award/Notice of Award Date:	DECEMBER 2, 2026
Notice To Proceed Date:	DECEMBER 2026

September 23, 2026

**SUBJECT: NOTICE INVITING SEALED BIDS - INVITATION FOR
BIDS (IFB) 27-1003501 “CHANNELIZERS FOR SB EXPRESS LANES”**

The San Bernardino County Transportation Authority, (“SBCTA”) invites sealed bids for the purchase of **Channelizers for the SB Express Lanes**, hereinafter referred to as “Project.”

All questions and requests for clarifications to this IFB or approved equal requests, must be put in writing and submitted to SBCTA electronically via PlanetBids, and they must be received by SBCTA no later than **4:00 p.m., on Thursday, October 8, 2026**. All questions received after the date and time specified may or may not be responded to, at the sole discretion of SBCTA. SBCTA’s responses to the questions received by the date and time identified herein will be posted on the Vendor Portal on SBCTA’s website at www.gosbcta.com: click on “Doing Business”, which will take you to the “Bids & RFPs” page. There, click on the tab “Vendor Portal”.

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

To propose for this project, vendors must be registered with SBCTA’s PlanetBids Vendor Portal website. A firm must accept the terms and conditions in order to proceed. Firms may save their bid at any time as a draft. Firms may edit the bid as often as they need to until the IFB closes. The PlanetBids system will not accept bids after the due date and time specified for this procurement and SBCTA will not consider any late submittals.

Please note that where two or more firms, persons or entities wish to submit one bid in response to this IFB, as a joint venture or partnership, each joint venture, partner, or member shall be jointly and severally liable for any and all of the duties and obligations of the contractor that are assumed under or arise out of the contract. In the case of a joint venture, SBCTA provides all applicable notices under the contract to the joint venture contractor only, and not to individual joint venturers, partners, or members. Each of such joint venturers, partners, or members waives individual notice of the breach or non-performance of any undertaking or obligation of the contractor contained in, resulting from, or assumed under the contract, and the failure to give any such individual notice shall not affect or impair such venturer’s, partner’s, or member’s joint and several liability under the contract.

Bids are due at or before **2:00 p.m. on Thursday, October 22, 2026**. Bids must be submitted electronically through SBCTA’s Vendor Portal PlanetBids. All bids will be publicly opened at the date and time stated above, via PlanetBids, and the Bid Results will be available to the public at the Bid Deadline, or immediately thereafter, on PlanetBids, and posted on SBCTA’s website. Additionally, SBCTA shall, at the time stated above or as soon thereafter as practicable, publicly open bids via PlanetBids, and read aloud such bids via Microsoft Teams at the following web address:

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/297368679906031?p=aDWUuD25JJKOvLnWNC>

Meeting ID: 297 368 679 906 031

Passcode: CQ7Sh38o

Dial in by phone

[+1 469-217-7806,,378758807#](tel:+14692177806378758807) United States, Venus

[Find a local number](#)

Phone conference ID: 378 758 807#

General description of work:

The Express Lanes Department is acquiring channelizers for the SB Express Lanes, which are used to separate the express lanes from general purpose lanes. These channelizers prevent drivers without accounts from entering the express lanes and using the service without payment.

Caltrans has replaced approximately 50 channelizers every six weeks on the SB Express Lanes since opening in August 2024, amounting to an annual requirement of 434 channelizers for operations. Prolonged heat and changing weather accelerate wear, and more replacements may be needed as some channelizers have already lasted the two years being open. Also, the opening of future express lanes in the upcoming years will increase the need for more channelizers.

There were 1,250 channelizers acquired for the launch of the SB Express Lanes. With an estimated 400 channelizers remaining, this contract aims to maintain an adequate supply going forward for the next three years.

Caltrans approved Pexco FG336UR Channelizers for the SB Express Lanes Corridor. SBCTA has also bought a bituminous machine that meets Caltrans standards to install these specific channelizers. Utilizing the same channelizer ensures project consistency for current and future express lanes.

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

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

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY
INVITATION FOR BIDS 27-1003501**

**FOR
CHANNELIZERS FOR SB EXPRESS LANES**

I. INSTRUCTION TO BIDDERS

The San Bernardino County Transportation Authority (“SBCTA”) is soliciting bids from qualified firms (“firms” or “bidders”), to provide channelizers for the SB Express Lanes.

A. IFB DOCUMENTS

The IFB and bid forms for bidding this project, can be obtained on PlanetBids.

B. CONTACT INFORMATION

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

**San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
(909) 884-8276
Attention: Sandra Castro, Procurement Analyst I
scaastro@gosbcta.com**

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

C. PRE-BID CONFERENCE

Intentionally Omitted

D. EXAMINATION OF BID DOCUMENTS/INFORMED BIDDER

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

E. SENSITIVE SECURITY INFORMATION (SSI) REQUIREMENTS

Intentionally Omitted

F. WRITTEN QUESTIONS/APPROVED EQUALS

All questions, requests for clarification or approved equal requests, including oral questions, must be put in writing and submitted electronically via PlanetBids and they must be received by SBCTA no later than **4:00 p.m. on Thursday, October 8, 2026**. SBCTA's responses to the questions received by the date and time identified herein will be posted on the PlanetBids.

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

G. ADDENDA

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

H. CONFLICT OF INTEREST

Any firm that has provided architectural or engineering services to SBCTA for the work identified in this IFB before bid submittal is prohibited from any of the following; submitting a bid; subcontracting for any part of the work identified herein; and/or supplying materials. A firm who is prohibited from submitting a bid in response to this IFB will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at that time. The determination of a conflict of interest, direct or incidental, shall be made by SBCTA's Executive Director or designee based upon substantial evidence.

I. PRE-CONTRACTUAL EXPENSES

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

J. IRAN CONTRACTING ACT OF 2010

Intentionally Omitted

K. PREVAILING WAGES

Intentionally Omitted

L. NON-DISCRIMINATION

The contract, if awarded, is subject to the California Fair Employment and Housing Act, Government Code Sections 12900 et seq. The contractor or subcontractor shall not discriminate on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual

orientation, or military or veteran status in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract, or such other remedy, as SBCTA deems appropriate.

M. TAXES

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

N. LICENSING REQUIREMENTS

Intentionally Omitted

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

Bidder shall review the insurance language and insurance limits in the sample contract. Bidder shall be fully prepared to secure the necessary insurance coverage and limits as detailed in the Contract and comply with all insurance requirements. Submitting “Certificate of Compliance with Insurance Requirements” form as part of the bid certifies the Bidder’s understanding and compliance of the insurance requirement.

II. BID SUBMITTAL

- A. Bids must be submitted on the forms provided in “Bid Forms” included in this IFB. Bidders are responsible for ensuring that the Bid Forms are properly completed. Only Bid Forms submitted through SBCTA’s PlanetBids Vendor Portal will be allowed unless otherwise stated elsewhere in this IFB. If any forms are incomplete or missing, the Bid may be considered non-responsive and subject to rejection at the sole discretion of SBCTA.
- B. Bids must be submitted electronically through SBCTA’s Vendor Portal: PlanetBids **at or before 2:00 p.m., on Thursday, October 22, 2026**. To bid for this project, firms must be registered with SBCTA’s Vendor Portal.
- C. A firm must accept the PlanetBids terms and conditions in order to proceed. Firms may save their bid at any time as a draft. Firms may edit the bid as often as they need to until the Invitation for Bids (IFB) closes. The PlanetBids system will not accept bids after the due date and time specified for this procurement and SBCTA will not consider any late submittals.
- D. Please note that where two or more firms, persons or entities wish to submit one bid in response to this IFB as a joint venture or partnership, each joint venturer, partner, or member shall be jointly and severally liable for any and all of the duties and obligations of the contractor that are assumed under or arise out of the contract. In the case of a joint venture, SBCTA provides all applicable notices under the contract to the joint venture contractor only, and not to individual joint venturers, partners, or members. Each of such joint venturers, partners, or members waives individual notice of the breach or non-performance of any undertaking or obligation of the contractor contained in, resulting from or assumed under the contract, and the failure to give any such individual notice shall not affect or impair such venturer's, partner's, or member's joint and several liability under the contract.

- E. Bids will be electronically unlocked, and the results will be read and made available to view through PlanetBids at **2:00 p.m., on Thursday, October 22, 2026.**

III. ACCEPTANCE OF BIDS

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

IV. ALTERNATE BIDS

This contract will be for a three year base bid. SBCTA can choose to include Alternate Bid Items 4 or 5, both the alternate bid items, or none of the alternate bid items under the contract. If SBCTA elects to include an alternate bid item, the corresponding unit and extended prices for the alternate bid item(s) shall be added to the contract.

V. WITHDRAWAL OF BIDS

A bidder or authorized agent of a bidder may withdraw its bid at any time before the bid opening date and time by submitting a written request to SBCTA, Attn: Procurement Manager, at the address identified in this IFB. Withdrawing a bid prior to bid opening does not prevent a bidder from submitting a timely, new bid. After bid opening, the bid shall remain open and shall not be withdrawn for a period of one hundred and twenty (120) calendar days from the date prescribed for its opening.

VI. BID SECURITY FORMS

Intentionally Omitted

VII. SUBCONTRACTOR LISTING

Intentionally Omitted

VIII. DISADVANTAGED BUSINESS ENTERPRISE

Intentionally Omitted

IX. CONTRACT AWARD

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

X. EXECUTION OF CONTRACT

The successful bidder shall submit to SBCTA the executed contract together with the required certificates of insurance, Non Lobbying Certification w/ Disclosure Forms,

Certification Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusions for the prime and its subcontractors, if applicable, within ten (10) working days from the date of the Notice of Award issued by SBCTA. Failure to submit the documents cited and to execute the contract within the specified time shall be just cause for the annulment of the award.

XI. PROTEST INFORMATION

SBCTA has on file written Protest Procedures (Policy 11007). Firms may download a copy from <http://www.gosbcta.com>: hover over “Doing Business” tab and then selecting “Bids & RFPs.”

XII. PUBLIC RECORDS ACT

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

BID FORMS

FORMS TO BE SUBMITTED AT TIME OF BID

1. Bid Form
2. Non-Collusion Affidavit
3. Certificate of Compliance with Insurance Requirements

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

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



**BID FORM
CHANNELIZERS FOR SB EXPRESS LANES
CONTRACT NO. 27-1003501
(Form must be completed in its entirety)**

Name of Bidder: _____

Business P.O. Box: _____

Business Street Address: _____

City, State, Zip: _____

Telephone No.: _____

Email Address: _____

Fax No.: _____

Date: _____

This bid is submitted for the Channelizers in conformance with the Invitation for Bid, including **any Addenda** thereto, and the Contract annexed hereto.

Unit prices shall include all transportation charges (i.e., fuel, delivery, etc.), labor charges, and all other associated fees, costs, and expenses required by federal, state, or local law as needed to provide the Channelizers as set forth in the attached Contract and specifications.

SAN BERNARDINO CNTY TRANSPORTATION AUTHORITY

BID FORM (27-1003501)

The undersigned hereby acknowledges the following:

1. The Invitation for Bid, is entitled:

CHANNELIZERS FOR SB EXPRESS LANES

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

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

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

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

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

**BID ITEMS LIST LOCATED ON PLANETBIDS UNDER
THE “LINE ITEMS” TAB.**

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
BID FORM 27-1003501
(Continued)

9. Bidder understands that SBCTA reserves the right to reject the bid, and that the bid shall remain open and not withdrawn for a period of one hundred and twenty (120) calendar days from the date of the bid opening.
10. Intentionally Omitted
11. Intentionally Omitted
12. The Bidder shall comply with Title VI of the Civil Rights Act of 1964 (the "Act"), as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, the contractor and all subcontractors will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan. The contractor certifies that they will comply with all requirements of the Act.
13. Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in the Contract. Should he/she be awarded the contract for the work, bidder further certifies that he/she can meet all Contract requirements for insurance..
14. Bidder hereby lists the names of all persons interested in the forgoing bid as principals and are as follows:

IMPORTANT NOTICE:

If bidder or other interested person is a corporation, state legal name of corporation, and names of the officers authorized to execute this bid. If bidder is a limited liability company, state legal name of LLC and names of manager(s) (if manager-managed) or member(s) (if member-managed) authorized to submit this bid. If bidder is a partnership, state true name of firm and names of all partners composing firm. If bidder or other interested person is an individual, state first and last names in full.

BID FORM 27-1003501
(Continued)

15. Intentionally Omitted

16. Bidder certifies under penalty of perjury under the laws of the State of California, that the statements within the foregoing Bid, including, without limitation, that the Bidder has complied with the requirements of section 11102 of the Fair Employment and Housing Council Regulations (Chapter 5, Title 2 of the California Code of Regulations). By my signature on this bid, I further certify, under penalty of perjury of the laws of the State of California and the United States of America, that the Non-collusion Affidavit required under California Public Contract Code section 7106 is true and correct.

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

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

☐ Limited Liability Company

Business organized under the laws of the State of: _____

Bid and Certification submitted by _____

Company Name

SIGN HERE

Signature of Authorized Representative of Bidder

Print Name and Title

Note:

If the bidder is a corporation, the legal name of the corporation shall be set forth above with the signature(s) of the officer(s) authorized to sign contracts on behalf of the corporation. If bidder is a limited liability company, the legal name of the LLC shall be set forth above with the signature(s) of the manager(s) or member(s) authorized to bind the LLC. If bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if a bidder is an individual, his/her signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a Power of Attorney must be on file with SBCTA prior to opening of the bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and found non-responsive.

NONCOLLUSION AFFIDAVIT
Public Contract Code section 7106

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

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

Date: _____ Principal Officer of: _____

(Name and Address of Contractor)

**CERTIFICATE OF COMPLIANCE WITH
INSURANCE REQUIREMENTS**

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

INSURANCE REQUIREMENTS (check appropriate boxes below):

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

AND

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

OR

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

Vendor/Firm Information:

Company/Individual Name

Print Name of Authorized Official

Signature of Authorized Official

Date Signed

Address: _____

City: _____

State: _____ Zip Code: _____

Phone No.

Email Address:

Broker Information:

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

CONTRACTOR QUESTIONNAIRE

CONTRACTOR 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 contracts 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: _____

_____ [insert Contractor name] hereby certifies and affirms the truthfulness, completeness, and accuracy of the content of the statements and information above under penalty of perjury pursuant to the laws of the State of California and the United States of America.

Signature

Contractor Name

Name and Title of Authorized Signatory

ATTACHMENT “A” CONTRACT

CONTRACT 27-1003501

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

FOR

CHANNELIZERS FOR SB EXPRESS LANES

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

RECITALS:

WHEREAS, SBCTA has determined that it requires acquiring channelizers for the SB Express Lanes, which are used to separate the express lanes from general purpose lanes; and

WHEREAS, the materials described herein cannot be provided by the employees of SBCTA; and

WHEREAS, CONTRACTOR has certified that it has the materials, identified herein.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The complete Contract includes all of the following Contract Documents: the Contract Articles; Invitation For Bids 27-1003501 (IFB) dated September 24, 2026 and bid dated October 22, 2026; Addenda Nos. _____.

ARTICLE 2. BONDS

Intentionally Omitted

ARTICLE 3. PROMPT PAYMENT/RETENTION

Intentionally Omitted

ARTICLE 4. COMPENSATION

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

ENTER APPROVED BID ITEMS LIST
FROM WINNING BIDDER.

ARTICLE 5. TAXES, DUTIES AND FEES

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

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA the materials request may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware it will promptly notify CONTRACTOR. Nothing herein shall relieve SBCTA from its obligation to compensate CONTRACTOR for materials already received pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 7. PERMITS AND LICENSES

Intentionally Omitted

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

CONTRACTOR shall provide SBCTA and its authorized representatives or agents access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three years from the date of final payment by SBCTA, except in the event of litigation or settlement of claims arising out of this Contract in which case CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of work performed by change order. CONTRACTOR shall allow SBCTA, their representatives and agents to reproduce any materials as reasonably necessary.

ARTICLE 9. SCHEDULE

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through November 30, 2029 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 (1) option terms. The maximum term of this Contract, including the Option Terms, if exercised, will not exceed November 30, 2031.

ARTICLE 10. NONDISCRIMINATION

This contract is subject to the California Fair Employment and Housing Act, Government Code Sections 12900 et seq. The CONTRACTOR and any subcontractor(s) shall not discriminate on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex,

gender, gender identity, gender expression, age, sexual orientation, or military or veteran status in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract, or such other remedy, as SBCTA deems appropriate.

ARTICLE 11. CONFLICT OF INTEREST

CONTRACTOR agrees that it presently has no interest financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner under this Contract or to be contrary to the interests of SBCTA. CONTRACTOR is obligated to fully disclose to SBCTA, in writing, conflict of interest issues as soon as they are known to CONTRACTOR.

ARTICLE 12. REPRESENTATIONS

CONTRACTOR agrees that materials provided shall conform to all specifications herein.

ARTICLE 13. PROPRIETARY RIGHTS/CONFIDENTIALITY

13.1 If, as part of this Contract, CONTRACTOR is required to produce materials, or information (“Products”), then CONTRACTOR, if requested by SBCTA, shall deliver to SBCTA the original of all such products, which shall become the property of SBCTA.

13.2 All materials, or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of SBCTA. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONTRACTOR without the express written consent of SBCTA.

13.3 Intentionally Omitted

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

13.5 All press releases relating to this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SBCTA unless otherwise agreed to in writing by the Parties. CONTRACTOR shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval of SBCTA.

13.6 CONTRACTOR, its employees, agents and subcontractors shall be required to comply with SBCTA’s Confidentiality Policy; anyone who may have access to Personally Identifiable Information (“PII”) and/or Sensitive Security Information (“SSI”) will be required to execute a Confidentiality Agreement.

ARTICLE 14. TERMINATION

14.1 Termination for Convenience - SBCTA shall have the right at any time without cause, to terminate this Contract by giving thirty (30) calendar days written notice to CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall promptly discontinue Services pending SBCTA's instruction.

14.1.1 CONTRACTOR shall deliver to SBCTA all materials prepared by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA.

Upon such delivery, CONTRACTOR may then invoice SBCTA for payment in accordance with the terms herein.

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

14.1.3 CONTRACTOR shall be entitled to receive the actual cost incurred by CONTRACTOR to return CONTRACTOR's field tools and equipment, if any, to it or its suppliers' premises, in accordance with SBCTA's instructions plus the actual cost necessarily incurred in effecting the termination.

14.2 Termination for Cause - In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its solvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SBCTA may, without prejudice to any other rights or remedies SBCTA may have: (a) hold in abeyance further payments to CONTRACTOR; and/or (b) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finish Services by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, nor be deemed to waive, amend, or modify any term of this Contract.

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

14.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SBCTA, satisfactory in form and content to SBCTA and verified by SBCTA. In no event shall CONTRACTOR be entitled to any prospective profits or any damages because of such termination.

ARTICLE 15. STOP WORK ORDER

Intentionally Omitted

ARTICLE 16. CLAIMS

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

ARTICLE 17. INSURANCE

Certificate of insurance on the latest ISO Accord form shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as specified by SBCTA.

Certificate(s) of insurance, as evidence of the required insurance, shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article below; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project name on the face of the certificate. If requested in writing by SBCTA, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

17.1 Commercial General Liability Insurance – The policy must include the following:

- CONTRACTOR shall maintain a commercial general liability policy written on an occurrence form that shall provide coverage at least as broad as the coverage provided by ISO form CG 00 01. The Indemnified Parties shall be named, by specific endorsement, as additional insureds using ISO form CG 20 10 10 01 and ISO form CG 20 37 10 01, or their respective equivalent forms, to include completed operations coverage, and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$2,000,000 each occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (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.
- 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.

17.2 Umbrella/Excess CGL Insurance – The policy must include the following:

If the CONTRACTOR elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:

- The umbrella or excess policy shall follow form over the CONTRACTOR’s primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

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

- 17.3 Commercial Auto Insurance. Intentionally Omitted
- 17.4 Workers' Compensation/Employer's Liability Insurance. Intentionally Omitted
- 17.5 Professional Liability. Intentionally Omitted
- 17.6 Builder's Risk Insurance. Intentionally Omitted
- 17.7 Contractor's Pollution Liability Insurance. Intentionally Omitted
- 17.8 Railroad Protective Liability Insurance. Intentionally Omitted
- 17.9 General Provisions
- 17.9.1 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.
- 17.9.2 Additional Insured Coverage. All policies shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority, Caltrans and their officers, directors, members, employees, and agents as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for any additional insured to vicarious liability but shall allow coverage for the additional insureds to the full extent provided by the policy.
- 17.9.3 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-contractors to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA. Without SBCTA's express written approval, no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$50,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.

- 17.9.4 CONTRACTOR's and Subcontractors' Insurance Will Be Primary. All policies required to be maintained by the CONTRACTOR or any subcontractor with the exceptions of Professional Liability, Pollution Liability and Worker's Compensation, shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of CONTRACTOR'S or subcontractors' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 17.9.5 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other CONTRACTOR, subcontractor or sub-subcontractor performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. CONTRACTOR shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONTRACTOR from waiving the right of subrogation prior to a loss or claim.
- 17.9.6 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide SBCTA thirty (30) days' prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide SBCTA ten (10) days' prior written notice. In any event, CONTRACTOR will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONTRACTOR receives within one business day after CONTRACTOR receives it by submitting it to SBCTA at insurance@gosbcta.com, to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 17.9.7 Enforcement. SBCTA may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, secure any coverage SBCTA deems necessary to fill the gap caused by the lapse in CONSULTANT's coverage and charge the expense to the CONTRACTOR or withhold such expense from amounts owed CONTRACTOR, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONTRACTOR of its duties and responsibility under the Contract, including but not limited to obligations to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONTRACTOR, or any subcontractor of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

- 17.9.8 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this

Article shall not act as a waiver to enforcement of any of these provisions at a later date.

17.9.9 Subcontractors' Insurance. Intentionally Omitted

17.9.10 Higher limits. The Insurance obligations under this agreement shall be the greater of 1- all the Insurance coverage and limits carried by or available to the Vendor; or 2- the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to SBCTA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

17.9.11 Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the Contractor's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the Contractor shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the Contractor is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site. No liability policy will contain any provision or definition that would serve to eliminate so-called "third-party-over action" claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The Contractor acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code.

17.9.12 Project Specific Insurance. Intentionally Omitted

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

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

ARTICLE 18. INDEMNITY

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCTA) and hold harmless San Bernardino County Transportation Authority and its officers, directors, members, employees, contractors, agents and volunteers (collectively the "Indemnitees") from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause

whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. To the extent permitted by law, CONTRACTOR's duties to defend and indemnify shall apply regardless of the existence or degree of fault of any of the Indemnitees. The duty of CONTRACTOR and its insurers to provide a defense shall be immediate upon receipt of a written tender of defense from any of the Indemnitees, notwithstanding any subsequent allocation of defense costs that may be required by law. CONTRACTOR's indemnification obligation applies to the "passive" negligence of any of the Indemnitees, but does not apply to the "sole" or "active" negligence or "willful misconduct" of any of the Indemnitees within the meaning of Civil Code section 2782.

ARTICLE 19. OWNERSHIP OF DOCUMENTS

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

ARTICLE 20. RECORD AND INSPECTION AND AUDITING

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

ARTICLE 21. INDEPENDENT CONTRACTOR

Intentionally Omitted

ARTICLE 22. ATTORNEY'S FEES

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

ARTICLE 23. GOVERNING LAW AND VENUE

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

ARTICLE 24. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 25. PRECEDENCE

In case of a discrepancy among the Contract Documents, the order of precedence shall be: first, the Contract Articles; second, SBCTA's Invitation for Bid; and last, CONTRACTOR's proposal.

ARTICLE 26. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given, and received: (a) upon actual delivery, if delivery is personally made; or if made by fax during regular business hours; (b) on the first business day following delivery by fax or email when made outside regular business hours; or (c) on the fourth business day following deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. CONTRACTOR shall notify SBCTA of any changes within ten (10) business days of the change.

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

ARTICLE 27. LIQUIDATED DAMAGES

Intentionally Omitted

ARTICLE 28. ASSIGNMENT

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

ARTICLE 29. SUBCONTRACTS

Intentionally Omitted

ARTICLE 30. COORDINATION WITH OTHER CONTRACTS

SBCTA may undertake or award other contracts for work, and CONTRACTOR shall cooperate fully with the other CONTRACTOR's and SBCTA's employees or agents.

ARTICLE 31. PREVAILING WAGE REQUIREMENTS

Intentionally Omitted

ARTICLE 32. SAFETY

Intentionally Omitted

ARTICLE 33. DISADVANTAGED BUSINESS ENTERPRISE

33.1 Intentionally Omitted

ARTICLE 34. NONSEGREGATED FACILITIES

Intentionally Omitted

ARTICLE 35. GRATUITIES

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

ARTICLE 36. CONFIDENTIALITY

See Article 13.

ARTICLE 37. CONVICT LABOR

Intentionally Omitted

ARTICLE 38. INSPECTION OF SITE

Intentionally Omitted

ARTICLE 39. CLEAN WATER REQUIREMENTS

Intentionally Omitted

ARTICLE 40. DRUG FREE WORKPLACE

CONTRACTOR 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 41. SEVERABILITY

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

ARTICLE 42. FORCE MAJEURE

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

ARTICLE 43. INCORPORATION OF RECITALS

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

ARTICLE 44. EFFECTIVE DATE

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

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

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

CONTRACTOR

By: _____
Name
Title

Date: _____

By: _____
Name
Title

Date: _____

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

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

Date: _____

APPROVED AS TO FORM

By: _____
Iain MacMillan
Assistant General Counsel

Date: _____

CONCURRENCE

By: _____
Alicia J. Bullock
Procurement Manager

Date: _____