



**SBCTA**

**REQUEST FOR PROPOSALS (RFP) 20-1002357**

**FOR**

**PROGRAM PROJECT MANAGEMENT AND OTHER TECHNICAL SERVICES**

**KEY RFP DATES**

<b>RFP Issue Date:</b>	<b>March 4, 2020</b>
<b>Pre-Proposal Conference Date:</b>	<b>March 17, 2020 at 3:00 p.m.</b>
<b>Question Submittal Deadline:</b>	<b>April 2, 2020 at 4:00 p.m.</b>
<b>Proposal Due Date:</b>	<b>April 30, 2020 at 2:00 p.m.</b>
<b>Interview Date (Tentative):</b>	<b>May 27, 2020</b>
<b>Contract Award Date:</b>	<b>July 1, 2020</b>
<b>Notice To Proceed:</b>	<b>July 2020</b>



March 4, 2020

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS (RFP) 20-1002357  
“PROGRAM PROJECT MANAGEMENT AND OTHER TECHNICAL  
SERVICES”, (hereinafter referred to as “Project”)**

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

Firms intending to submit proposals should note the “Key RFP Dates” on the cover of this RFP. It is our intention, subject to approval by SBCTA’s Awarding Authority, to have the selected firm under contract by **July 2020**. 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 Program 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](http://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, April 30, 2020**.

A Pre-Proposal Conference is scheduled for **3:00 p.m., Tuesday, March 17, 2020** at SBCTA’s office, located at 1170 W. 3<sup>rd</sup> Street, San Bernardino, CA 92410, in the Board Room. 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.

All questions related to this RFP must be put in writing and submitted to SBCTA no later than **4:00 p.m., on Thursday, April 2, 2020**. All questions must be clearly labeled, “**Written Questions**” and submitted electronically to:

**Alicia Johnson - Procurement Analyst**  
**procurement@gosbcta.com**  
**RFP20-1002357**

Questions received after the deadline may or may not be responded to at the sole discretion of SBCTA. Questions received by the deadline or responded to after the deadline at the discretion of SBCTA, and the written responses will be posted via written addendum on SBCTA's website at [http: www.gosbcta.com](http://www.gosbcta.com), click on "Bids & RFPs." On the "Contracting" page, look under the heading "Current Open Bids".

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 20-1002357**

**FOR**

**“PROGRAM PROJECT MANAGEMENT AND OTHER TECHNICAL SERVICES”**

**I. PROPOSAL INSTRUCTIONS**

**A. INTRODUCTION**

The San Bernardino County Transportation Authority (“SBCTA”) is soliciting proposals from qualified firms (“firms” or “proposers”) to assist SBCTA with **Program Project Management and other Technical Services to support SBCTA’s Programs and Projects (“Project”)**.

**B. CONTACT INFORMATION**

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

**Alicia Johnson – Procurement Analyst  
SBCTA  
1170 W. 3rd Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410-1715  
(909) 884-8276  
procurement@gosbcta.com**

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

**C. PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference is scheduled for **3:00 p.m., Tuesday, March 17, 2020** at SBCTA’s office located at 1170 W. 3<sup>rd</sup> Street, San Bernardino, 92410, in the Board Room. 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. Firms are asked to check-in with the Security Guard on the 1<sup>st</sup> Floor and be seated in the First Floor Lobby.

**D. WRITTEN QUESTIONS/CLARIFICATIONS**

All questions and or clarifications to this RFP, including questions that could not be specifically addressed at the Pre-Proposal Conference, must be put in writing and submitted

electronically to the Procurement Analyst at [procurement@gosbcta.com](mailto:procurement@gosbcta.com), and they must be received by SBCTA no later than **4:00 p.m., Thursday, April 2, 2020**. Questions received after the date and time specified may or may not be responded to, at the sole discretion of SBCTA. All questions/clarification must be clearly labeled **“Written Questions”**. SBCTA is not responsible for failure to respond to questions that are not appropriately marked. SBCTA’s responses to the questions received by the date and time identified herein, including SBCTA’s answers will be posted on the Vendor Portal on SBCTA’s website at [www.gosbcta.com](http://www.gosbcta.com), click on “Doing Business”, which will take you to the “Bids & RFPs” page. There, click on the tab “Vendor Portal”.

**E. ADDENDA**

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

**F. CONTRACT TYPE**

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

**G. INFORMED PROPOSER**

Proposers shall review the Scope of Work (identified herein as Attachment A), and contract (identified herein as 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. 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.

## **I. 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.

## **J. IRAN CONTRACTING ACT OF 2010**

In accordance with Public Contract Code Section 2204(a), the proposer certifies that at the time the proposal is submitted, the proposer signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person (as defined in Public Contract Code Section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

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

## **K. 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.

## **L. 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 the 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.

**M. DISADVANTAGED BUSINESS OPPORTUNITIES**

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

**II. PROPOSAL SUBMITTAL**

Proposals are due at or before **2:00 p.m., on Thursday, April 30, 2020**. One original, six copies, and a CD or Flash Drive with a PDF version of the proposal, are to be submitted to:

**Alicia Johnson – Procurement Analyst  
SBCTA  
1170 W. 3rd Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410-1715  
ATTENTION: PROPOSAL FOR RFP20-1002357**

All proposals are to be submitted in a sealed package clearly marked with the RFP number and title and the proposer’s name and address. Postmarks will NOT be accepted in lieu of receipt by the date and time specified. **Proposals received after the date and time specified will be returned to the firm without further consideration or evaluation.**

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 40 page cap including appendices. Page size is to be 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:

<b>Documents not included in page count</b>
Table of Contents
Cover Letter
Memorandums from Subconsultants
SBCTA-provided Forms
Outside Cover
Section Dividers

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. Firms shall refer to SBCTA Policy No. 11000, for details. Firms may download the Policy from SBCTA’s website at [www.gosbcta.com](http://www.gosbcta.com), click on “Doing Business” and under the tab “Bids & RFPs” scroll down to the heading “Important Documents”.

**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 members 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.



- 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 team'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.
- 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 successfully working with other agencies that are stakeholders on a project.
- 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**

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 a comprehensive approach 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 SBCTA's Project Delivery objectives.
- 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.
- 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 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:

- Form 12-B, "Bidders List of Subcontractors"
- Certificate of Compliance With Insurance Requirements
- Disclosure of Campaign Contributions to Board of Directors

#### 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 required to submit a cost proposal in connection with the negotiations described in Section V, below, and 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 procurement@gosbcta.com in accordance with the proposal due date and time established within this solicitation. Reference Forms will only be accepted if received directly from the client; forms received directly from the Proposer will NOT be evaluated. Reference Forms must include the name, title, address, telephone number, and e-mail address of the person(s) at the client organization who is most knowledgeable about the work performed.

## **7. Scope of Work and/or Contract Exceptions**

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

## **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, SBCTA reserves the right to not conduct interviews. If interviews are required a shortlist of firms within the competitive range will be invited to an interview tentatively scheduled for **Wednesday, May 27, 2020**, 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 best conforming to the RFP, which is in the opinion of SBCTA most advantageous to SBCTA, and with which 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; deliver projects within budget and on schedule; and experience working with public agencies identified in the RFP. - 20 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. - 40 points.
  - **Project Approach:** Depth of understanding of SBCTA's needs and requirements, and understanding of the Scope of Work; proposer's approach and methodology/systems reflecting the ability to provide the requested Work; demonstrated knowledge of the Work being requested; identification and knowledge of all requirements cited in the Scope of Work; and proposed technical or procedural innovations identified in the proposal. - 40 points.
- G. If necessary, SBCTA shall select the highest ranked firms to participate in the interview process. The number of firms so invited shall be at the discretion of SBCTA, but shall not be less than two. Firms who are invited to the interview will be asked a series of questions which will be scored. The maximum score for the interviews is 100 points. Upon completion of the interview, the Evaluation Committee shall compile their interview scores. The interview will be weighted - 40 points, and the technical proposal will be weighted - 60 points.

## **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](http://www.gosbcta.com), click on “Doing Business” and under the tab “Bids & RFPs” scroll down to the heading “Important Documents”.

## **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 [procurement@gosbcta.com](mailto:procurement@gosbcta.com). Firms will have thirty (30) calendar days from the date identified in the written correspondence to request a debriefing.

## **VIII. PUBLIC RECORDS ACT**

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

**ATTACHMENT A – “SCOPE OF WORK”**

## **Program Project Management and other Technical Professional Services**

The San Bernardino County Transportation Authority is contracting for Program Project Management Consultant services to support the implementation of various transportation projects.

### ***1.0 BACKGROUND***

San Bernardino County Transportation Authority (SBCTA) is responsible for managing transportation projects in San Bernardino County including planning, environmental, design, right of way, and construction. The projects mainly comprise improvements for freeways, highways, railroad grade crossings, and local roads, however other SBCTA or local projects are included as well SBCTA is obligated to deliver the projects using the funds available and in a timely manner. The Program Project Management Consultant (CONSULTANT) will assist the SBCTA staff by providing staff assistance and technical expertise in managing and overseeing transportation projects.

Each project will be a significant undertaking that requires CONSULTANT assistance to serve as advisors, managers, and an extension to SBCTA staff.

### ***2.0 GENERAL DESCRIPTION OF SERVICES***

SBCTA will provide overall direction for the transportation program and assign its own staff to perform specific job responsibilities. Under this contract, CONSULTANT shall function as an extension of SBCTA staff and supplement SBCTA staff by providing specialized expertise as required to effectively manage the program as well as individual projects. CONSULTANT shall provide technical expertise and support in all areas of project management, construction management, project controls, contract management, and other technical subjects related to transportation projects. Specifically, CONSULTANT shall assist SBCTA staff in the oversight, management, and completion of all work associated with the development and approval of the projects through construction. The performance of these tasks may require extensive coordination with multiple SBCTA departments. CONSULTANT shall also assist in the procurement of professional services for project components. CONSULTANT's support shall be in the following general categories:

- Program Management
- Project Management
- Technical Oversight and Support
- Procurement and Contract Management
- Project Controls
- Administrative Support
- Finance Support
- Construction Management
- Interdepartmental Coordination and Support

### **3.0 SCOPE OF SERVICES**

#### **3.1 Program Management**

CONSULTANT shall assist in managing and directing CONSULTANT personnel assigned in project management, technical oversight and support, contract management, project controls, administrative support, and construction management in an effort to deliver Measure I Projects from project initiation through construction closeout. CONSULTANT may also be required to provide personnel and services related to contract management and construction management for projects related to SBCTA's office facility. CONSULTANT shall provide technical expertise and support in all areas of program management required to successfully deliver SBCTA's transportation program. Reporting of project scope, schedule, and cost shall be performed routinely and as requested for various audiences. The CONSULTANT Program Manager, who will be assigned full time and reports to the SBCTA facility daily, will also serve as a project manager on specific SBCTA projects.

#### **3.2 Project Management**

CONSULTANT shall assist SBCTA in managing, from SBCTA's Offices, both corridor and individual transportation projects as well as capital improvement projects related to the building or local agency transportation facilities. CONSULTANT shall work with SBCTA, other consultants, federal agencies and its agents, Caltrans, County of San Bernardino, utility companies, various local agencies, resource agencies, and other stakeholders to assist in developing these projects. Activities include, but are not limited to:

- Provide project management direction and coordination to the project team.
- Develop and sustain an integrated team relationship with SBCTA's staff.
- Perform project management activities, collaborative practices, and problem solving for both corridor and project level.
- Write, maintain, review and/or audit project management plans, with particular emphasis on meeting Federal Highway Administration (FHWA) and Caltrans requirements, and maintain adherence to them.
- Support and participate in interagency coordination and public outreach. Prepare presentation materials, make presentations, as requested, and document the results.
- Coordinate SBCTA projects and document reviews with other project stakeholders such as Caltrans, County of San Bernardino, cities, utility companies, and other local agencies and stakeholders.
- Foster and maintain relationships with state, federal and local governments, resource agencies, and other consultants.
- Maintain and report scope, cost, and schedule for projects and programs.
- Manage and oversee other consultant's work, including performing peer reviews and auditing consultant quality practices.
- Assure quality, efficient and timely completion of all project components.



### **3.3 Technical Support**

CONSULTANT shall assist SBCTA in the oversight of work performed by other consultants. This work may be performed by CONSULTANT staff assigned to SBCTA's office or by others working out of the CONSULTANT's office. As necessary, support in technical areas will be specifically requested and identified by SBCTA. Activities include, but are not limited to:

#### *Technical Support*

- Provide technical expertise in all major elements of architecture and engineering (civil, structural, electrical, traffic, landscape architecture, drainage and storm water, utilities, etc.) as they pertain to transportation projects.
- Develop, maintain, and assure compliance of required criteria and standards for transportation projects.
- Prepare and review cost estimates, independent cost estimates, and unit costs in accordance with FHWA and/or Caltrans guidelines.
- Advise SBCTA staff in technical matters and assist in the resolution of technical issues and problems, including claims review and resolution.
- Provide value engineering and constructability review expertise as needed.
- Provide utility mapping and coordination, agreement preparation, and execution assistance.
- Assist in the preparation and implementation of Project Management Plans.
- Coordinate peer reviews and partnering sessions.
- Provide expertise in preparing information to meet Project Approval/Environmental Document (PA&ED), Project, Specifications & Estimates (PS&E), Bid Package, and Advertise & Award requirements including any progress reporting.
- Provide Risk Analysis support.
- Prepare graphics and visuals.
- Prepare technical reports as assigned, including pre- and post- construction surveys.
- Evaluate alternative project delivery methods.

### **3.4 Contract Management**

CONSULTANT shall provide contract management assistance to the SBCTA staff. Activities include, but are not limited to:

- Support in procurements of other consultants required for the development of transportation projects, including assistance with alternative project delivery methods, and contract administration.
- Assist SBCTA staff in preparing cooperative agreements with other agencies, consultant agreements, amendments, and scopes of work.

- Assist in reviewing other consultant or local agency invoices for compliance with contract or cooperative agreement terms, including review for accuracy and consistency.
- Assist in administering payments and billings and other associated general administrative activities.
- Prepare contract status reports.

### **3.5 Project Controls**

CONSULTANT shall assist the SBCTA staff with scheduling, budgeting, cost control, change control, quality control, and document control. Activities include, but are not limited to:

- Establish, maintain, and monitor the individual project schedules.
- Manage and maintain current cost estimates for each project and evaluate and incorporate any cost or project scope changes.
- Manage and maintain the program budget database, including the project's baseline cost and schedule, the current cost and schedule, and performance indicators such as earned value.
- Manage the Quality Assurance/Quality Control (QA/QC) program to ensure that the QA/QC program established by other consultants working on individual projects adheres to SBCTA's requirements.
- Update, manage, and maintain the SBCTA document control system and database per SBCTA procedures. All incoming and outgoing items shall be logged, filed and distributed. Other document control activities include the logging and storage of archival information, security of controlled documents, and electronic file maintenance. Accurate records of correspondence, drawings, reports, and other project related documents and deliverables shall be maintained.
- Provide expertise on state-of-the-art knowledge of information technology practices as related to project controls.

### **3.6 Administrative Support**

CONSULTANT shall provide day-to-day administrative support to the SBCTA Project Management Team developing transportation projects. This administrative support shall provide all necessary administrative and secretarial assistance. Anticipated activities include, but are not limited to:

- Prepare reports and correspondence.
- Perform data processing to develop databases, spreadsheets, flow diagrams, agendas, meeting reports, and assist in drafting power point presentations.
- Research and summarization as requested.
- Coordinate meeting accommodations and travel arrangements.
- Other administrative duties as assigned.

### **3.7 Construction Management Support**

CONSULTANT will perform a wide variety of construction management, support and contract administration duties as needed for various projects in accordance with Caltrans Construction Manual and FHWA requirements.

SBCTA assigns a Construction Manager for each construction contract that it self-administers and when it has an oversight role. Typical tasks of the Construction Manager include:

- Develop consultant scopes-of-work, plan and administer the consultant selection process, and negotiate contract terms for individual project construction management consultants. Consultant management services may include inspection, materials testing, construction surveying, independent quality assurance, and public outreach.
- Coordinate development of the construction contract bid package with the design and construction management consultants;
- Oversee the advertisement and award of construction contract;
- Direct the work of the construction management consultant and other construction related consultants in administering the construction contract;
- Represent SBCTA in meetings with the construction management consultants, construction contractor and other stakeholders;
- Foster a partnering relationship with the construction contractor, construction management consultant, facility owner (generally Caltrans or local jurisdiction) and other stakeholders;
- Review and recommend approval of contractor progress payments and change orders;
- Review and assist in the analysis of contractor schedules, claims and change orders;
- Ensure that the work is executed in accordance with encroachment permits, environmental permits, cooperative agreements and other requirements of facility owner and regulatory agencies;
- Perform Labor Compliance and other contract compliance reviews;
- Oversee and direct work of construction management consultant to ensure compliance of contractor with certifications and licenses, materials certification and testing, labor compliance, and other contractual compliances.
- Execute construction close-out including, transferring improvements to facility owner, resolving claims, and completion of as-built plans and other project records.

## **4.0 STAFFING**

### **4.1 Level of Support**

All CONSULTANT staff shall work in an integrated team relationship with SBCTA staff members, as well as other consultants. The level of effort required by the CONSULTANT key staff team

under this contract shall be of such level to provide the project management and project control to ensure the successful delivery of a well-managed program. The CONSULTANT key staff shall be assigned full-time and shall be available Monday through Friday at a minimum. The level of effort of this key staff will be re-evaluated periodically to assure that the appropriate level of support is maintained. SBCTA shall have sole discretion in defining and making changes in positions and tasks assigned to CONSULTANT during any re-evaluations. CONSULTANT shall provide support in the following functions:

- Program Management
- Corridor Project Management
- Project Management
- Technical Oversight, Peer Review, and Support
- Project Controls
- Contract Management
- Administrative Support
- Finance Support
- Construction Management
- Interdepartmental Coordination and Support

Due to the potential variability in the transportation program requirements, CONSULTANT shall supplement the core staff by providing SBCTA approved specialized personnel/expertise as required to assist in effectively providing the functions above.

## **4.2 Location**

The CONSULTANT core staff shall be co-located with SBCTA staff at its administration facilities located at 1170 W 3<sup>rd</sup> St, San Bernardino, CA 92410.

## **4.3 Material and Services Provided By SBCTA**

SBCTA will provide office space, furniture, basic computer hardware and software, telephones, office supplies, and printing services to individuals assigned to SBCTA's office in San Bernardino, California. Any special equipment, specialized computer software, or supplies required by these individuals shall be provided by CONSULTANT.

## **5.0 DELIVERABLES**

### **5.1 Anticipated Deliverables**

CONSULTANT shall be responsible for assuring an efficient and timely production of deliverables and performance of activities for the transportation program. Items and activities include, but are not limited to:

- Project management plans
- Project schedules
- Design/other consultant reviews
- Utility agreements

- Design criteria(s) and standards
- Cost estimates (capital and O&M)
- Value engineering, constructability and peer review session reports
- Risk analysis documentation
- Technical reports and studies as assigned
- Constructability Review
- Claims Review, Consultation
- Planning reports and studies as assigned
- Graphics and visuals
- Agency cooperative agreements
- Procurement and contract management documents
- Project status reports
- Program schedules
- Project budgets
- QA/QC monitoring reports
- Document control logs
- Project closeouts

Specific deliverables will be further defined during the term of the Agreement.

**ATTACHMENT B – “PROPOSED CONTRACT”**

**CONTRACT No. 20-1002357**

**BY AND BETWEEN**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**AND**

---

**FOR**

**PROGRAM PROJECT MANAGEMENT AND OTHER TECHNICAL SERVICES**

This contract ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority, ("SBCTA"), whose address is 1170 W. 3rd Street, 2<sup>nd</sup> 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 Paula Beauchamp, or such other designee as shall be designated in written notice to CONSULTANT from time to time by the Executive Director of SBCTA or his or her designee. The Project Manager shall have authority to act on behalf of SBCTA in administering this Contract, including giving notices (including without limitation, notices of default and/or termination), technical directions and approvals, demanding performance and accepting work performed, and as otherwise authorized by SBCTA policies, but is not authorized to receive or issue payments.

## **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 February 28, 2026 or until otherwise terminated, or unless extended as hereinafter provided by written amendment. Except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not be compensated for any work performed or costs incurred prior to issuance of the NTP.

## **ARTICLE 3. COMPENSATION**

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



expenses are agreed to and approved by SBCTA as required under this Contract.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index, Table 5, Compensation (not seasonally adjusted): Employment Cost Index for total compensation, for private industry workers by occupational group and industry, Category "Management, professional, and related", subcategory "Professional and related" or its successor. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector, not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of January 1, 2022, using the prior year September percent change and shall be applied each January 1<sup>st</sup> for the term of the Contract.

- 3.3 For personnel subject to prevailing wage rates as described in the California Labor Code, all wage increases that are the direct result of changes in the prevailing wage rates, are reimbursable.
- 3.4 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
  - 3.4.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
  - 3.4.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.6 All subcontracts in excess of \$25,000 shall contain the above provisions.

#### **ARTICLE 4. TAXES, DUTIES AND FEES**

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

#### **ARTICLE 5. AVAILABILITY OF FUNDS**

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SBCTA for the continuance of Work performed

by CONSULTANT, Work directly or indirectly involved may be suspended or terminated by SBCTA at the end of the period for which funds are available. When SBCTA becomes aware that any portion of Work, which 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) 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, the California State Auditor, or other authorized representatives of SBCTA, access to Consultants' records which are directly related to this Contract for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above. CONSULTANT further agrees to maintain separate records for costs of Work performed by amendment. CONSULTANT shall allow SBCTA, and its representatives or agents to reproduce any materials as reasonably necessary.
- 7.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Project at any time. After CONSULTANT receives any audit recommendations, the cost proposal shall be adjusted by CONSULTANT and approved by SBCTA's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract at SBCTA's sole discretion. Refusal by CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SBCTA's Chief Financial Officer. CONSULTANT may request a review by submitting the request in writing to SBCTA within thirty (30) calendar days after issuance of the audit report.
- 7.3 Subcontracts in excess of \$25,000 shall contain 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.
- 8.4 SBCTA shall advise CONSULTANT of their responsibility and collect the amount due, including but not limited to, withholding of payments, if the recoverable cost will exceed the administrative cost involved or is otherwise in SBCTA's best interest. SBCTA shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.
- 8.5 CONSULTANT shall, document the results of the Work to the satisfaction of SBCTA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of SBCTA's objectives.
- 8.6 As applicable, the responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, certify as-built drawings, and where appropriate, indicate his/her California registration or license number.

## **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 unless expressly authorized by SBCTA policy;
  - 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 Approve 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, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

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’s staff designated by SBCTA’s Executive Director as “Consultants” under the Political Reform Act shall timely file Statements of Economic Interest with the SBCTA Clerk of the Board.

**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 pursuant to a prior contract; 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 or an unauthorized disclosure of 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, 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.

- 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.
- 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 the Parties

#### **ARTICLE 17. CONSTRUCTION CLAIMS**

- 17.1 If claims are filed by SBCTA's construction contractor, and additional information or assistance from the CONSULTANT's personnel is required in order to evaluate or defend against such claims CONSULTANT agrees to make its personnel available for consultation with SBCTA's construction contract administrator and legal staff, and for testimony, if necessary, at depositions, administrative proceedings, trial or arbitration proceedings.
- 17.2 CONSULTANT's personnel that SBCTA considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from SBCTA. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the CONSULTANT's personnel under this Contract.
- 17.3 Services of the CONSULTANT's personnel in connection with SBCTA's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Contract in order to finally resolve the claims.

#### **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 Prior to commencing the Work, subject to the provisions of Article 20.2 “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT’s and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21.1.1 Professional Liability. 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 three (3) 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 Indemnites 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 Indemnites below. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

20.1.3 Commercial General Liability. 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**. If the contract value is equal to or in excess of **\$25,000,000**, then the combined limit of liability shall be no less than **\$25,000,000 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.
  - \$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’s Risk Manager determines it is in SBCTA’s best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The 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’s Risk Manager.

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

- If the CONSULTANT elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
  - The umbrella or excess policy shall follow form over the CONSULTANT’s primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.

- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

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

21.1.5 Commercial Auto. The policy must include the following:

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

- Should the CONSULTANT need to perform activities in a railroad right-of-way, SBCTA’s Risk Manager and/or a railroad operator may require CONSULTANT to provide Railroad Protective Liability.
- In such a case, the policy shall be in amounts and coverages and from issuers, acceptable to SBCTA’s Risk Manager in his/her sole discretion.
- Depending on facts and circumstances, and the terms and conditions of the policy involved, SBCTA’s Risk Manager may choose to find that the CONSULTANT satisfactorily meets this requirement by obtaining one of the following: a) an acceptable Railroad Protective Liability specific policy; b) a waiver of any railroad liability exclusion from the CONSULTANT’s existing general liability policy; or c) acceptable general liability insurance without a railroad exclusion.

21.2 General Provisions

21.2.1 Qualifications of Insurance Carriers. All policies written by insurance carriers shall be authorized and admitted to do business in the state of California with a current A.M. Best rating of A-VIII or better. Professional Liability and Contractor’s Pollution Liability policies may be from non-admitted carriers provided they are authorized and licensed in the state of California and meet the current A.M. Best rating of A: VIII or better.

- 21.2.2 Additional Insurance Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.
- 21.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 21.2.4 Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, CONSULTANT shall be responsible for any deductible 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. All deductibles will be in amounts acceptable to SBCTA's Risk Manager. CONSULTANT will advise SBCTA in writing as to the amounts of any deductible, or as to any increase in any insurance deductible under any insurance required above. There will be no deductibles in excess of \$250,000 per occurrence, loss or claim under the insurance. There shall be no self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible 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 CONSULTANT. The policies shall not provide that any deductible, or other payment required under the policy can be paid only by the named insured, and not by an additional insured.
- 21.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-

contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at [procurement@gosbcta.com](mailto:procurement@gosbcta.com) to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 21.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
- 21.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a

later date.

- 21.2.10 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.
- 21.2.11 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 21.2.12 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, the SBCTA Entities and its authorized officers, employees, agents and volunteers, from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the design professional to the maximum extent permitted by Civil Code Section 2782.8.

22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, SBCTA Entities 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, subconsultants or volunteers and for any costs or expenses incurred by SBCTA on account of any such Claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONSULTANT's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

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



<b>To CONSULTANT</b>	<b>To SBCTA</b>
	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
	<b>San Bernardino, CA 92410-1715</b>
<b>Attn:</b>	<b>Attn: Paula Beauchamp</b>
<b>Email:</b>	<b>Email: pbeauchamp@gosbcta.com</b>
	<b>cc: Procurement Manager</b>
	<b>Email: procurement@gosbcta.com</b>
<b>Phone:</b>	<b>Phone: (909) 884-8276</b>

**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 notice shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SBCTA’s Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.
- 33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of 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**

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

CONSULTANT further agrees to require all employees, agents and subconsultants assigned to any SBCTA project or task to sign an SBCTA Confidentiality Agreement as directed by SBCTA personnel.

#### **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.

#### **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.

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

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

**CONSULTANT**

**SBCTA**

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
Name  
President, Board of Directors

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

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

**APPROVED AS TO FORM**

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

**CONCURRENCE**

By: \_\_\_\_\_  
Jeffery Hill  
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)**

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

AND

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

OR

- Consultant has identified areas of conflict with the insurance requirements and has provided a list of concerns in its response to the RFP and has referenced each section and page number identified in the SBCTA Contract.

**Company Information:**

---

**Company/Individuals Name**

---

**Address**

---

**City**

**State**

**Zip Code**

---

**Principal Name**

**Title**

---

**Principal Signature**

**Date**

---

**Phone**

**Email Address**

---

**Broker Information:**

---

**Broker Name**

---

**Address**

---

**City**

**State**

**Zip Code**

---

**Phone Number**

**Email Address**

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

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

No Member of the Board of Directors or alternates of the San Bernardino County Transportation Authority shall receive or solicit a campaign contribution of more than \$250 from Bidder or Bidder's agent during the time of: 1) Bid solicitation; 2) Consideration of Bids received; and 3) Awarding of a contract or execution of a purchase and sale agreement based on a Bid (collectively referred to as the "Proceeding"), and for 3 months following the conclusion of the Proceeding. This prohibition does not apply to the awarding of contracts that are competitively bid. In addition, Directors and alternates cannot participate in any such matters if they have received more than \$250 in campaign contributions within the last year from anyone financially interested in the Proceeding, such as Bidder and/or Bidder's agent.

Pursuant to these requirements, Bidder shall disclose any campaign contribution in an amount of more than \$250 made by Bidder, and/or Bidder's agent, to any Director within 12 months from the date of these Bid Documents/Request for Proposals (as applicable). For the purpose of this disclosure obligation, contributions made by Bidder within the preceding 12 months shall be aggregated with those made by Bidder's agent within the preceding 12 months or the period of the agency relationship between the Bidder and Bidder's agent, whichever is shorter. In addition, Bidder and/or Bidder's agent shall not make a contribution of more than \$250 to a Director or alternate during the Proceeding and for 3 months following the conclusion of the Proceeding.

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

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any SBCTA Director or alternate in the 12 months preceding the date of issuance of this Request for Bids/Requests for Proposals?

\_\_\_\_\_ YES \_\_\_\_\_ NO

Board Member Name: \_\_\_\_\_ Date: \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any Board member or alternate?

\_\_\_\_\_ YES \_\_\_\_\_ NO

Board Member Name: \_\_\_\_\_ Date: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude SBCTA from awarding a bid to your firm. It does, however, preclude the identified Board member or alternate from participating in the Bid/contract award process for this Bid/contract.

A current list of the Board of Directors and alternates of the San Bernardino County Transportation Authority is attached as Attachment A.

**BIDDER INFORMATION:**

---

**Company Name**

---

**Address**

---

**City**

**State**

**Zip Code**

---

**Bidder Name**

**Title**

---

**Bidder Signature**

**Date**

---

**Phone**

**Email Address**

SBCTA BOARD OF DIRECTORS AND ALTERNATES

Agency	Board Representative	Alternate
City of Adelanto	Gabriel Reyes	Stevevonna Evans
City of Barstow	Julie McIntyre	Carmen Hernandez
City of Big Bear Lake	Bill Jahn	Rick Herrick
City of Chino	Eunice Ulloa	Tom Haughey
City of Chino Hills	Ray Marquez	Cynthia Moran
City of Colton	Frank Navarro	Ernie Cisneros
City of Fontana	Acquanetta Warren	John Roberts
City of Grand Terrace	Darcy McNaboe	Sylvia Robles
City of Hesperia	Rebekah Swanson	Cameron Gregg
City of Highland	Larry McCallon	Penny Lilburn
City of Loma Linda	Rhodes "Dusty" Rigsby	Ronald Dailey
City of Montclair	John Dutrey	Tenice Johnson
City of Needles	Edward Paget	Jeff Williams
City of Ontario	Alan Wapner	Debra Dorst-Porada
City of Rancho Cucamonga	L. Dennis Michael	Lynne Kennedy
City of Redlands	Toni Momberger	Denise Davis
City of Rialto	Deborah Robertson	Andy Carrizales
City of San Bernardino	John Valdivia	Henry Nickel
City of Twentynine Palms	Joel Klink	Dan Mintz
City of Upland	Debbie Stone	Bill Velto
City of Victorville	James Cox	Debra Jones
City of Yucaipa	David Avila	Bobby Duncan
County of San Bernardino 1 <sup>st</sup> District	Robert Lovingood	N/A
County of San Bernardino 2 <sup>nd</sup> District	Janice Rutherford	N/A
County of San Bernardino 3 <sup>rd</sup> District	Dawn Rowe	N/A
County of San Bernardino 4 <sup>th</sup> District	Curt Hagman	N/A
County of San Bernardino 5 <sup>th</sup> District	Josie Gonzales	N/A
Town of Apple Valley	Art Bishop	Larry Cusack
Town of Yucca Valley	Rick Denison	Merl Abel

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

**PART I**

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

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

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

**PART II**

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

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

**ATTACHMENT D  
REFERENCE FORM**

<ON COMPANY LETTERHEAD>

REFERENCE FORM  
(Sample Cover Letter)

Date:

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

SUBJECT: Request for Proposal RFP<Number>

Dear \_\_\_\_\_,

San Bernardino County Transportation Authority (SBCTA) has released Request for Proposal (RFP) RFP 20-1002357 for <RFP Title> to perform (Project Title).

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

Your firm has identified as a reference and respectfully request if you can take a minute to complete and sign the attached questionnaire and submit it to SBCTA directly at [procurement@gosbcta.com](mailto:procurement@gosbcta.com). Please note, SBCTA will not accept or give consideration to questionnaires submitted by proposers.

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

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

Sincerely,

\_\_\_\_\_  
Reference Name  
Title





RFP 20-1002357  
CONSULTANT REFERENCE CHECK

PROPOSING FIRM NAME \_\_\_\_\_

TO BE COMPLETED BY REFERENCED FIRM

Project Owner/Agency Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contract Name \_\_\_\_\_ Contact Title \_\_\_\_\_

Phone \_\_\_\_\_ Email Address \_\_\_\_\_

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

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

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

(N/A IF NOT APPLICABLE - PROVIDE AN EXPLANATION IN THE COMMENTS SECTION)

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

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

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

Additional Comments (Use additional sheets as necessary):

Print Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Contact Signature \_\_\_\_\_ Date \_\_\_\_\_

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