

REQUEST FOR PROPOSALS (RFP) 3-2283

ON-CALL PROPERTY MAINTENANCE AND RELATED SERVICES



**ORANGE COUNTY TRANSPORTATION AUTHORITY
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282**

Key RFP Dates

Issue Date:	April 24, 2023
Pre-Proposal Conference Date:	May 4, 2023
Question Submittal Date:	May 8, 2023
Proposal Submittal Date:	May 24, 2023
Interview Date:	June 28, 2023

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April 24, 2023

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 3-2283: “ON-CALL PROPERTY MAINTENANCE AND RELATED SERVICES”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to **On-Call Property Maintenance and Related Services**. The budget for this project is \$2,300,000 for a five-year term.

Please note that by submitting a Proposal, Offeror certifies that it is not subject to any Ukraine/Russia-related economic sanctions imposed by the State of California or the United States Government including, but not limited to, Presidential Executive Order Nos. 13660, 13661, 13662, 13685, and 14065. Any individual or entity that is the subject of any Ukraine/Russia-related economic sanction is not eligible to submit a Proposal. In submitting a Proposal, all Offerors agree to comply with all economic sanctions imposed by the State or U.S. Government.

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of 2:00 p.m. on May 24, 2023. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.

Offerors are instructed to click the upload link, select “**RFP 3-2283**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract Administrator prior to the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

Firms interested in obtaining a copy of this Request for Proposals (RFP) may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>. From the site menu, click on CAMM NET to register.

To receive all further information regarding this RFP 3-2283, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Maintenance Services - Facility	HVAC - Service
	Electrical Services
	Landscaping Services
	Shop Services - General
Rail Services	Rail - Landscaping Services
	Rail - Property Management
	Services
Services (General)	Locksmith - Services
Construction	Drywall / Plastering
	Electrical Contractor

A pre-proposal conference will be held via teleconference on May 4, 2023, at 11:00 a.m. Prospective Offerors may join or call-in using the following credentials:

Microsoft Teams meeting

Join on your computer, mobile app or room device.

[Click here to join the meeting](#) Or call in (audio Only)

- Meeting ID: 293885684151
- OR Call-in Number: 916-550-9867
- Conference ID: 165082603

An on-site/in-person conference will not be held. A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established June 28, 2023, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

All Offerors will be required to comply with all applicable equal opportunity laws and regulations.

The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held via teleconference on May 4, 2023, at 11:00 a.m. Prospective Offerors may join or call-in using the following credentials:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#) Or call in (audio Only)

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An on-site/in-person conference will not be held. A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the Authority's objectives.

C. ADDENDA

The Authority reserves the right to revise the RFP documents. Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

D. AUTHORITY CONTACT

All communication and/or contacts with Authority staff regarding this RFP are to be directed to the following Contract Administrator:

Marjorie Morris Threats, Principal Contracts Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5552, Fax: 714.560.5792
Email: mthreats@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no offeror, subcontractor, lobbyist or agent hired by the offeror shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any offeror, subcontractor, lobbyist or agent hired by the offeror that engages in such prohibited communications may result in disqualification of the offeror at the sole discretion of the Authority. mthreats@octa.net

E. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section D.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via e-mail at mthreats@octa.net no later than 5:00 p.m., on May 8, 2023.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 3-2283" in the subject line of the e-mail. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than May 12, 2023. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Maintenance Services - Facility	HVAC - Service
	Electrical Services
	Landscaping Services
	Shop Services - General
Rail Services	Rail - Landscaping Services
	Rail - Property Management Services
Services (General)	Locksmith - Services
Construction	Drywall / Plastering
	Electrical Contractor

Inquiries received after 5:00 p.m. on May 8, 2023 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on May 24, 2023. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select "**RFP 3-2283**" from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract Administrator prior to the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

2. Acceptance of Proposals

- a. The Authority 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 proposals.

- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

- 1. Preparing its proposal in response to this RFP;
- 2. Submitting that proposal to the Authority;
- 3. Negotiating with the Authority any matter related to this proposal; or
- 4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

H. JOINT OFFERS

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

J. PROTEST PROCEDURES

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be with fully burdened labor rates and anticipated expenses for work specified in the scope of work, included in the RFP as Exhibit A.

L. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

M. CODE OF CONDUCT

All Offerors agree to comply with the Authority's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its subcontracts.

N. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California Public Records Act, Government Code sections 6250 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

If a Proposal does include "confidential" or "proprietary" markings and the Authority receives a request pursuant to the Act, the Authority will endeavor (but cannot guarantee) to notify the Offeror of such a request. In order to protect any information submitted within a Proposal, the Offeror must pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information. The Authority generally does not consider pricing information, subcontractor lists, or key personnel, including resumes, as being exempt from disclosure under the Act. In no event shall the Authority or any of its officers, directors, employees, agents, representatives, or consultants be liable to a Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify a Offeror of a request seeking its Proposal. The Authority reserves the right to make an independent decision to disclose records and material.

Notwithstanding the above, all information regarding proposal responses will be held as confidential until such time as the evaluation has been completed; an award has been made by the Board of Directors or Authority Staff, as appropriate; and the contract has been fully negotiated.

O. STATEMENT OF ECONOMIC INTERESTS

The awarded Offeror (including designated employees and subconsultants) may be required to file Statements of Economic Interests (Form 700) in accordance with the Political Reform Act (Government Code section 81000 et seq.). This applies to individuals who make, participate in making, or act in a staff capacity for making governmental decisions. The AUTHORITY determines which individuals are required to file a Form 700, and if such determination is made, the individuals must file Form 700s with the AUTHORITY's Clerk of the Board no later than 30 days after the execution of the Agreement, annually thereafter for the duration of the Agreement, and within 30 days of termination of the Agreement.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced, and submitted in 8 1/2" x 11" format. Charts and schedules may be included in 11" x 17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Marjorie Morris Threats, Principal Contracts Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, whether the firm is a Disadvantaged Business Enterprise (DBE), contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

- a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) 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; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (5) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.
- (6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references 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, which will be used by the Offeror to manage the project as well as identify key personnel assigned.

Offeror to:

- (1) 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.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed 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 the Authority.

c. Work Plan

Offeror should provide a narrative, which addresses the Scope of Work, and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.

- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Offeror is 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.

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

4. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services for each work task described in Exhibit A, Scope of Work.

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a time and expense-price contract specifying fully burdened labor rates and anticipated expenses to complete the Scope of Work.

5. Appendices

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

B. FORMS

1. Campaign Contribution Disclosure Form

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime contractor, subconsultants, lobbyists and agents are required to report all campaign contributions made from the proposal submittal date up to and until the Board of Directors makes a selection.

Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal and it must be included in only the **original** proposal.

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has

either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

3. Proposal Exceptions and/or Deviations Form

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

The Authority will evaluate the offers received based on the following criteria:

1. **Qualifications of the Firm** **25%**

 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.

2. **Staffing and Project Organization** **30%**

 Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.

3. **Work Plan** **20%**

 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.

4. **Cost and Price** **25%**

 Reasonableness of the total price as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals using criteria identified in Section III A. A list of top-ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members' score for each proposal.

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established **June 28, 2023**, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion.

The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the proposal evaluations, the evaluation committee will score the proposals to develop a competitive range. Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Transit Committee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Transit Committee will review the evaluation committee's recommendation and forward its recommendation to the Board of Directors for final action.

C. AWARD

The Authority's Board of Directors will consider the selection of the firm(s) recommended by the Transit Committee.

The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

Offeror acknowledges that the Authority's Board of Directors reserves the right to award this contract in its sole and absolute discretion to any Offeror to this RFP regardless of the evaluation committee's recommendation or recommendation of the Transit Committee.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected Offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

ON-CALL PROPERTY MAINTENANCE AND RELATED SERVICES

1.0 BACKGROUND

The Orange County Transportation Authority (Authority or OCTA) requires maintenance services for various properties owned by the Authority. The Authority owns and maintains the former Pacific Electric Right of Way (PEROW) and other property throughout Orange County. The PEROW and other Authority-owned properties are located within the cities of Anaheim, Buena Park, Cypress, Garden Grove, Fullerton, La Palma, Placentia, Santa Ana, Stanton, and Westminster. Additionally, the Authority requires maintenance other related services in support of ongoing projects including, but not limited to, highway and transit projects.

This scope of work defines the typical services required on an "on-call" basis to maintain the PEROW, Authority-owned properties, and other properties in support of Authority projects. The Contractor shall provide labor, in accordance with the rates, scope, and requirements of the Agreement, which shall include the payment of prevailing wages under Labor Code Section 1720 et seq.

STATEMENT OF ECONOMIC INTERESTS.

The awarded Offeror (including designated employees and subconsultants) may be required to file Statements of Economic Interests (Form 700) in accordance with the Political Reform Act (Government Code section 81000 et seq.). This applies to individuals who make, participate in making, or act in a staff capacity for making governmental decisions. The AUTHORITY determines which individuals are required to file a Form 700, and if such determination is made, the individuals must file Form 700s with the AUTHORITY's Clerk of the Board no later than 30 days after the execution of the Agreement, annually thereafter for the duration of the Agreement, and within 30 days of termination of the Agreement.

1.1 AUTHORITY-OWNED PROPERTIES

1.1.1 PACIFIC ELECTRIC OF WAY (PEROW)

The Authority delineates the PEROW into two sections known as PEROW No. 1 and PEROW No. 2. (SEE ATTACHMENT 1).

1.1.1.1 PEROW NO.1 (PE1)

PEROW NO.1 (PE1) is an abandoned rail corridor, 100 feet wide by seven miles long, without track, beginning in Santa Ana at Fifth and Raitt Streets and runs northwest to Beach Boulevard in Stanton. A section from Euclid Street to Nelson Street and a section from Brookhurst Street to Gilbert Street are owned and maintained by the City of Garden Grove. A total of eighteen (18) major street thoroughfares cross along PE1.

1.1.1.2 PEROW NO. 2 (PE2)

PEROW NO. 2 (PE2) is 100 feet wide by five miles long abandoned rail corridor (without track) that begins at Beach Boulevard in Stanton and runs northwest to the Orange-Los Angeles County line in Cypress. A total of thirteen (13) major street thoroughfares cross along PE2.

1.2 PROPERTIES OWNED OR MAINTAINED IN SUPPORT OF AUTHORITY PROJECTS (PROPERTIES)

The Authority owns, maintains, or may be requested to perform work on various vacant and improved properties within Orange County, related to Authority projects, which may change throughout the term of this contract. This includes property acquired on a temporary or permanent basis that requires maintenance and related services. Currently, the properties are located in the cities of Westminster, Anaheim and Santa Ana. These properties are collectively known as the "PROPERTIES". The necessary property maintenance support for these PROPERTIES will be requested on an on-call basis (reference ATTACHMENT 2 for property list.)

2.0 TASKS

The Contractor shall furnish all labor, material, equipment, tools, services and special skills, as requested. The work to be performed on the Authority-owned properties consist of the following property maintenance services.

2.1 LANDSCAPE WORK

The routine landscape maintenance for weed abatement and tree debris removal services on the PEROW are provided under a separate OCTA agreement and are not part of this scope, although additional on-call services may be required, as needed. Contractor may be requested to perform other landscaping tasks and/or irrigation installation and maintenance.

2.1.1 TREE TRIMMING AND REMOVALS

Work may consist of tree trimming and/or removals, tree replanting, and tree debris disposal. All pruning shall be done by licensed, qualified professional personnel using recognized and approved methods, techniques, and equipment.

2.1.1.1 PRUNING

Major pruning of deciduous trees and shrubs shall be done during the dormant season. Minor pruning may be done at any time. The Contractor should be capable of pruning trees over twenty (20) feet in height.

A. Site conditions requiring pruning may include:

1. To shape, particularly to correct mis-shaping caused by the wind.
2. To raise the lower branches of trees above head height wherever they overhang walks.
3. To cut back shrubs and ground covers where they encroach on the walks and paved areas.

4. To cut back branches that are rubbing on walls, fences, or buildings.
5. To remove suckers, water-sprouts, and other undesirable growth on trees.

B. Pruning standards

1. All cuts over one inch (1") in diameter shall be painted with approved tree wound dressing such as asphalt sealers.
2. All pruning cuts shall be made flush. They shall be cleanly cut with no damage to the surrounding bark.
3. All dead or damaged branches shall be removed.
4. Excessive pruning or stabbing back will not be permitted.

2.1.1.2 TREE WORK SAFETY

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

2.1.2 Weed Abatement & Vegetation Control

As required, weed abatement and vegetation control shall be performed in accordance with California Health and Safety Codes, County of Orange, and municipal code requirements. The purpose of this program is to prevent fire hazards posed by vegetative growth and accumulation of combustible materials. Except as noted below, vegetation and weeds should be regulated and cut so as to not exceed 6 inches in height within the rights-of-way and shall be kept at 3 inches when 0 to 100 feet from structures. Weed abatement will be by mowing, mechanical weed trimmer or hand tool removal, to augment the herbicide program. Contractor will dispose of vegetation and/or weeds including cut brush.

2.1.3 Herbicide Application

Herbicide application will be a pre-emergent application in the fall and spot treatments of contact herbicides on an as necessary basis during the summer and late fall. Herbicide application will be completed by a Certified Pest Control Applicator, under the supervision of a Pest Control Advisor. All personnel shall be licensed, by the State of California and all work will have written Pest Control Recommendations - submitted to the County Agricultural Commissioner in accordance with applicable regulations. The Authority's Project Manager or designee will confer with the Pest Control Advisor to determine the best chemical and rate of application on an individual parcel basis. The Authority will identify areas that require Herbicide Control.

2.1.3.1 NOTIFICATION

Authority's Project Manager, or designee, shall be notified at least one (1) week in advance of the time set for application of any chemicals so that an Authority representative may witness the application.

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

2.2 CLEAN-UP OF DEBRIS AND TRASH

Contractor will pick-up all debris and trash and will remove and dispose of vegetation and refuse at specified dump sites within Orange County. Materials to be removed may include, but are not limited to, broken concrete, asphalt, construction debris, scrap metal, furniture, appliances, automobile parts, shopping carts, tires, trees, dead vegetation, dead animals, bagged or loose trash. Individual items will be handled - in accordance with all regulatory requirements for applicable federal, state and local ordinances, rules, laws and standards.

Contractor will not remove any hazardous materials and will notify the Authority immediately to develop a removal plan compliant with all regulatory requirements for applicable federal, state and local ordinances, rules, laws and standards.

2.3 DRAINAGE MAINTENANCE AND REPAIRS

Contractor may be required to remove obstructions from any drainage facilities located within the Authority's PEROW and PROPERTIES. The removal of vegetation and/or debris will be done in a manner that preserves the functional performance of all drainage facilities and does not create depressions in the ground capable of ponding water. Any areas of ponding water will be looked at (by Contractor and Authority's Project Manager or designee) on an individual basis for the best solution of remediation.

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

2.4 MAINTENANCE OF PROPERTY IMPROVEMENTS/STRUCTURES

2.4.1 Routine Services

Authority-owned property improvements may require, but not be limited to, the following types of routine maintenance services:

1. Maintain walls, windows, roofs, doors, locks, pipes, asphalt, minor concrete, flooring, HVAC, plumbing, electrical, fire suppression systems, street sweeping, backflow valve testing, safety alarm, testing and monitoring and other related items.
2. Contractor shall provide licensed, qualified labor, equipment and materials to perform these tasks.
3. Board-up of vacant buildings.

2.5 REMOVAL OR DEMOLITION OF ABANDONED STRUCTURES AND BLOCKWALLS

Contractor may be requested to remove improvements or structures considered hazardous to public health, safety and welfare. The contractor will be responsible for applying the appropriate

safety standards, obtaining the necessary permits, demolition of the structures, disposal of resultant debris, and restoration of the site to a visibly acceptable level, clean from construction debris and safety hazards.

Contractor will not remove any hazardous materials and will notify the Authority immediately to develop a removal plan compliant with all regulatory requirements for applicable federal, state and local ordinances, rules, laws and standards.

2.5.1 FENCE MAINTENANCE

2.5.2 The Contractor shall maintain fencing to ensure PROPERTIES remain secure.

2.5.3 The Contractor shall maintain fences and gates as needed, to keep them in good working order. This may include incidental upgrades to welded wire mesh fence, chain link fence, post and cable, and any other fencing or barrier repairs which may be required. The frequency of fence maintenance is dependent upon vandalism and/or accidents which occur along the right-of-way. 2.5.4 The Contractor shall install temporary fence and gates as needed and keep them in good working order.

2.5.1 GRAFFITI ABATEMENT AND CLEANING

Contractor will control graffiti through painting or cleaning on structures, walls, fences, signs, bridges and abutments (Authority-owned), at the direction of the Authority's Project Manager or designee. Activities will be by covering graffiti using spray apparatus when requested. Contractor shall use water-based paint, except on roadway signs, where chemical cleaners will be used. Contractor will consult with Authority's Project Manager or designee for situations where cleaning is ineffective and may be directed to utilize other cleaners or to apply aluminum paint. Application of paint or cleaning of graffiti will be performed so as to preserve information on signs, and structures (only as directed).

2.6 CLEANING AND GRAFFITI REMOVAL FOR PROPERTY SIGNS

Maintenance of existing property signs consists of cleaning (wiping clean, or by chemical cleaner) signs to remove graffiti or other substance hindering visibility of words. Contractor shall provide necessary chemicals for removal of graffiti from signs, as well as other materials required to perform this task.

2.7 PEST/INSECT/RODENT CONTROL

The Contractor may be required to manage any pests or rodent infestations within the PROPERTIES. This service may have to be performed after normal working hours, weekends, and/or holidays.

HERBICIDE APPLICATION

Herbicide application is allowed. The Contractor shall perform duties to assure specifications for herbicide and pesticide use and application are up-to-date and represent current best practices.

Contractor shall provide the Agency a work plan to indicate Contractor efforts to comply with all applicable State regulations concerning herbicide and pesticide use. Application must be completed by a licensed Applicator. All personnel shall be licensed, by the State of California. The Authority's Project Manager will confer with the Pest Control Advisor to determine the best chemical and rate of application on an individual parcel basis. The Authority will identify areas that require Herbicide Control.

1. State of California, Department of Pesticide Regulation

The State of California, Department of Pesticide Regulation, requires firms performing maintenance gardening work in rights-of-way to have a Maintenance Gardener Pest Control Business License (MG License). Information regarding this license may be obtained at the Department of Pesticide Regulation website address, www.cdpr.ca.gov.

2. Weather Conditions

Any chemicals shall be applied at times which limit the possibility of contamination from climatic and other factors. Applicator shall monitor forecasted weather conditions to avoid making applications prior to inclement weather to eliminate potential runoff of treated areas. When water is required to increase pesticide efficiency, it shall be applied only in quantities that each area is capable of receiving without excessive runoff.

3. Handling of Chemicals

Care shall be taken in transferring and mixing any chemicals to prevent contaminating areas outside the target area. Application methods shall be used which insure materials are confined to target areas. Disposal of pesticides shall be within the guidelines established in the California Food and Agriculture Code.

4. Notifications

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

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

3.11 PESTICIDES

A. General

The Contractor shall perform duties to assure specifications for herbicide and pesticide use and application are up-to-date and represent current best practices. Contractor shall provide the Agency a work plan to indicate Contractor efforts to comply with all applicable State regulations concerning herbicide and pesticide use. All material shall be in strict accordance with the Food and Agriculture Code. In addition, the CONTRACTOR shall be currently certified as a Qualified Applicator by the State of California's Department of Pesticide Regulation.

The State of California, Department of Pesticide Regulation, requires firms performing maintenance gardening work in rights-of-way to have a Maintenance Gardener Pest Control Business License (MG License). Information regarding this license may be obtained at the Department of Pesticide Regulation website address, www.cdpr.ca.gov.

B. Application of Pesticides

1. Pesticides shall be applied at times which limit the possibility of contamination from climatic and other factors. Applicator shall monitor forecasted weather conditions to avoid making applications prior to inclement weather to eliminate potential runoff of treated areas. When water is required to increase pesticide efficiency, it shall be applied only in quantities that each area is capable of receiving without excessive runoff.

2. Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which insure materials are confined to target areas. Disposal of pesticides shall be within the guideline established in the California Food and Agriculture Code.

3. All labor for the application of herbicides for grass control on slopes shall be included in the monthly fees. The material cost will be considered as an extra on this contract.

4. CONTRACTOR shall provide a Material Safety Data Sheet (MSDS) for all chemicals used in advance of their application.

5. Authority Project Manager shall be notified at least one week in advance of the time set for application of any chemicals so that an Authority representative may witness the application.

2.8 NON-PUBLIC WORKS CONSTRUCTION, REPAIR, INSTALLATION, AND PROPERTY MAINTENANCE SERVICES

In addition to the above, Contractor may be requested to perform work on non-Authority owned property in support of Authority projects. Any services performed in Sections 2.8.1 – 2.8.5 below shall not be performed on any public structure, building, road, or other public improvement of any kind and shall not constitute a public work under the California Public Contract Code. Services may include the following:

2.8.1 Grading, Paving, and Flatwork and Property Improvement Restoration

Contractor may be requested to perform grading, paving and/or flatwork activities. These activities must be performed in accordance with the appropriate local jurisdiction specifications.

2.8.2 Fence installation, repair, and minor upgrades

The Contractor may install or improve fencing and/or repairs to ensure property remains secure.

2.8.3 Repair and/or upgrades

The Contractor shall make repairs to fences and gates as needed, to keep them in good working order. This may include incidental upgrades to welded wire mesh fence, chain link fence, post and cable, and any other fencing or barrier repairs which may be required.

2.8.4 New Installation

The Contractor shall install new fence, posts and gates as needed, and keep them in good working order. In addition, Contractor shall install temporary fence and gates as needed, and keep them in good working order.

2.8.5 Repair of property signs

Repair tasks may include correcting bent or broken posts and replace missing hardware (anti-vandalism type). Repairs to existing signage may be required prior to replacement with new signage. Contractor shall provide necessary chemicals for removal of graffiti from signs, as well as other materials required to perform this task.

3.0 REQUIREMENTS

3.1 LABOR SKILLS AND STANDARDS OF PERFORMANCE

These performance standards shall apply to Contractor in the performance of any subsequent work or specialized trades herein, including any Subcontractor(s) that may be employed by the Contractor. All work must be performed by licensed and/or certified firms as required by the State of California.

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

If any person employed by the Contractor, or employed as a subcontractor, should fail or refuse to carry out the work, appear to be incompetent or unqualified, appear to be under the influence of drugs or alcohol, or acts in a disorderly manner, he/she shall be discharged immediately upon the request of the Authority and such person shall not again be allowed access to the Properties.

3.1.1 Key Personnel

3.1.1.1 PROJECT MANAGER OR DESIGNEE

The Contractor's Project Manager shall be designated as Key Personnel. The Project Manager is the single point of contact who shall be responsible for any contractual issues, such as managing documentation relative to bonds, insurance, invoices, prevailing wage reports, monthly reports and other administrative functions.

3.1.2 Other Labor

3.1.2.1 SUPERINTENDENT/FOREMAN

Contractor shall designate an employee (supervisor/lead) as a primary point of contact and have the authority to act for the Contractor. This person should have the ability to maintain a safe work environment, direct and supervise work crews in conformance with specifications, and provide cost and schedules estimates. The name of this person, and an alternate(s) shall be included in the Work Plan. The superintendent or lead worker shall be on the job site at all times during progress of the work, be available for consultation and speak English fluently.

3.1.2.2 LEAD WORKER (AS APPLICABLE)

A skilled laborer or lead worker should have the necessary licensing/certifications (where required), experience, knowledge and skills to supervise work.

3.1.2.3 EQUIPMENT OPERATOR

Equipment operators must possess the appropriate operational skills and certifications. The Contractor will maintain a list of employees certified to operate equipment to be used to perform this work.

3.2 LABOR WORKMANSHIP

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

3.2.1 Non-Conforming Work

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

The Contractor will not commence any rework activities or tasks until directed to do so by the Authority's Project Manager or designee.

3.3 WORK ORDERS

3.3.1 Work Order Authorization

Maintenance services, under this contract, are to be performed on an on-call basis at the direction of the Authority's Project Manager or designee. **Charges for labor hours commence upon arrival at site.**

3.3.2 Work Estimates and Payment

1. All estimates will conform to the rates established in Exhibit B of the Agreement. Upon Authority's request for work, and if requested by Authority, Contractor shall provide the estimated hours per task and materials and equipment list. Costs for the use of hand tools valued at under \$1,000.00 will not be reimbursed and should be included within overhead.

2. Unless equipment rates are specifically identified in the Agreement, reimbursement for equipment will be either at the CALTRANS published rates within "Labor Surcharge and Equipment Rental Rates" or the actual rental rate, whichever is less. Equipment rental payment is full compensation for:
 - Rental equipment costs, including moving rental equipment to and from the site using its own power.
 - Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
 - Fifteen (15) percent mark-up, plus surcharge, if applicable.

3.3.3 Schedule

The Contractor will confirm receipt of the Authority's request and after the Authority's review of the estimate, the Contractor will be required to confirm compliance to the schedule and/or budget revisions no later than two working days from receipt and prior to commencing with any work.

3.3.4 Modifications

If actual conditions require additional resources than originally estimated, prior to performing any additional work, a revised estimate shall be discussed or emailed to the Project Manager or designee. Verbal authorizations shall be confirmed by both parties by email.

3.3.5 Emergency Work

The Authority may direct Contractor to proceed with identified tasks without agreement on price or schedule when emergency situations or public safety issues are identified. The Contractor shall proceed and notify the Authority within 24 hours of the price and schedule for completion of the work.

3.4 SAFETY

All safety standards and specifications shall be strictly enforced. Additional Safety Specifications are incorporated as Exhibit E within this RFP.

3.4.1 Safety Equipment

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

3.4.2 Unsafe Conditions

Contractor and/or its subcontractor are to immediately notify the Authority's Project Manager or designee of any unsafe or questionable condition that exist(s) on the right of way. Authority's Project Manager or designee will then notify the necessary parties.

3.4.3 Equipment Maintenance

1. The Contractor's equipment shall be in good repair and able to operate efficiently and safely.
2. All equipment used in the performance of this contract shall be in operable condition and meet the local, state and federal safety requirements. All vehicles shall be registered, licensed, insured, and operated by a licensed driver. All vehicles shall follow laws regarding parking, driving, and licensing.
3. The Authority may inspect the Contractor's equipment and tools at any time.
4. The Contractor's equipment shall have the proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Authority shall direct the Contractor to remove such Equipment and/or operation until the deficiency is corrected to the satisfaction of the Authority.

3.5 SERVICE HOURS AND SCHEDULING

3.5.1 Hours

The Contractor shall perform all services during the hours of 7:00 a.m.-7:00 p.m., Monday through Friday, excluding Authority holidays unless approved by the Authority.

3.5.2 Exception To Standard Hours

The Authority's Project Manager or designee must be notified when Contractor and/or its subcontractor employees are working on Authority owned property, at times other than regularly scheduled work times.

3.5.3 Emergency Contact

Contractor and subcontractors must have 24-hour contact number(s) and an acceptable means of emergency on-call communication with the Authority's Project Manager or designee. The Contractor shall respond and arrive on the site within two hours of notification, unless directed otherwise.

4.0 WORKPLAN

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

4.1 PERSONNEL EXPERIENCE, QUALIFICATIONS AND REQUIREMENTS

The following qualifications and experience represent the Authority's requirement for maintenance personnel. Contractor is to furnish documentation fully describing the specific

qualifications for each person for review and consideration. The Authority may accept substitute qualifications if it is deemed in the Authority's interest.

4.1.1 Qualifications applicable to all positions:

1. Ability to work out of doors in all weather conditions, to climb irregular embankments and ladders, to lift objects not exceeding OSHA weight regulations, and ability to distinguish colors.
2. Able to communicate in written and verbal English language. Required to pass pre-employment physical examination which includes blood and/or urine testing.
3. Individuals proposed by Contractor specifically related to the work performed for this solicitation, shall be available for interview by the Authority representative during the evaluation process if requested.
4. The appropriate licensing; professional experience, academic training, and technical skills for the assigned work.

4.1.2 Quality Control Plan (QCP)

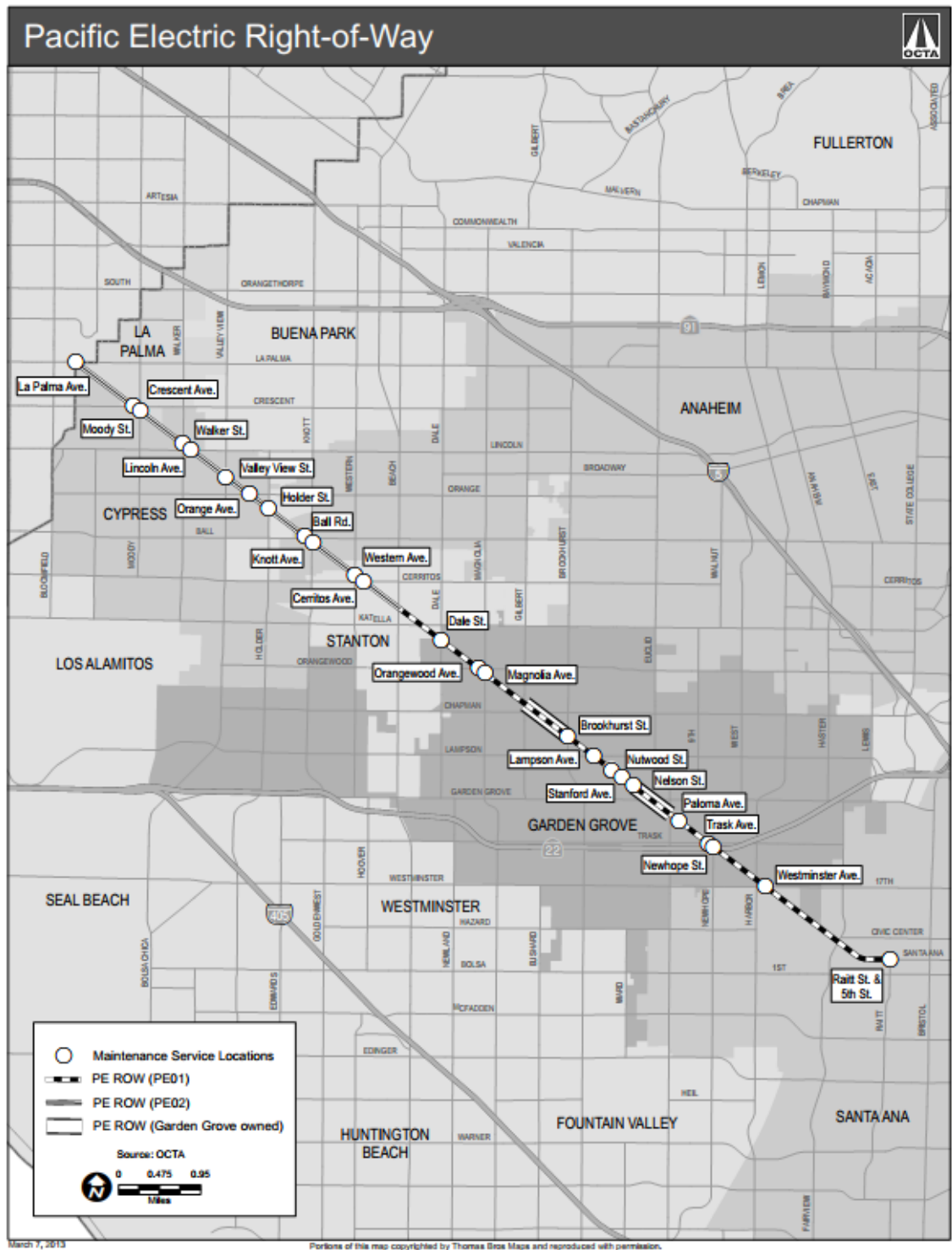
The Quality Control Plan should include management's role and commitment to quality work, while optimizing cost and schedule performance. It shall describe implementation of policies, procedures and processes that ensure work is performed to the specifications, including a corrective action plan should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

4.1.3 Equipment

The anticipated equipment necessary, but not limited to, to perform this work includes a:

- Backhoe
- Dozer- I
- Skip loader with a 4 in 1 bucket
- Street sweeper
- 3" water pump
- Skid steer with attachments: mower, sweeper, breaker, etc.
- Equipment trailer
- Dump Truck 6 yard
- Dump Truck 12 yard

In the workplan, identify the Contractor-owned equipment available to perform this work. The equipment manufacturer, size, quantity, etc. should be included. If the Contractor intends to rent equipment, those items should also be identified.



PROPERTIES OWNED OR MAINTAINED IN SUPPORT OF AUTHORITY PROJECTS

1. I-5 Project Anaheim (vacant land)
1510-1520 W. Lincoln Avenue

2. I-405 Freeway Widening Project
Westminster Structure, 16575
Magnolia Street, Westminster
(structures and strips of vacant
land)

3. SR-55 Freeway Widening Project
Santa Ana (structures and strips of
vacant land)

4. Other Authority Freeway Widening
Projects (structures and vacant
strips of land):

I-5 SR73 to El Toro Rd
I-5, Oso Creek to Alicia Pkwy
I-5, Alicia Pkwy to El Toro Rd
SR-55, I-5 to SR-91
SR-91 Acacia to La Palma
SR-91 La Palma to SR-55
SR-91 SR-55 to Lakeview
I-605 Katella Ave Interchange

EXHIBIT B: COST AND PRICE FORMS

SCHEDULE I - HOURLY BILLING RATES

Prime or Subcontractor Name:

Key Personnel		Billing Rates				
Name	Classification	Hourly Billing Rate FY 2023/24	Hourly Billing Rate FY 2024/25	Hourly Billing Rate FY 2025/26	Hourly Billing Rate FY 2026/27	Hourly Billing Rate FY 2027/28
	Project Manager					
	Foreman					

OTHER LABOR CHARGES

Fully Burdened Billing Rates					
Classification	Hourly Billing Rate FY 2023/24	Hourly Billing Rate FY 2024/25	Hourly Billing Rate FY 2025/26	Hourly Billing Rate FY 2026/27	Hourly Billing Rate FY 2027/28
Prevailing Wage Positions					
Carpenter (Fencing, Drywall, etc.)					
Electrician (Maintenance Electrician)					
Industrial Painter					
Laborer, Group 1					
Laborer, Group 2					
Laborer, Group 3					
Laborer, Group 4					
Laborer, Group 5					
Landscape Maintenance Laborer (Minimum Rate)					
Landscape Operating Engineer					
Landscape/Irrigation Tender (Low)					
Landscape Hydro Seeder (Foreman)					
Landscape/Irrigation Laborer (High)					
Operating Engineer (Group 4)					
Plumber, HVAC & General Pipefitter					
Non-Prevailing Wage Positions					
Security Personnel (Without Guard Card)					
Locksmith					

NOTES:

1. A labor rate escalation of ____% is allowable each year on the effective date of this Agreement.
2. Prevailing wage overtime or double-time charges require prior authorization from the Project Manager. Overtime and double-time charges apply only to prevailing wage positions.
3. Proposed billing rates shall be inclusive of direct labor cost, indirect rates and profit.

SCHEDULE II- OTHER DIRECT COSTS*

Prime or Subcontractor Name:[illegible]

NOTES:

* All other direct charges not included within the CALTRANS "Labor Surcharge and Equipment Rental Rates" publication.

1. Equipment or other direct charges not specifically identified, will be reimbursed in accordance Article 5-Payments, paragraph C.

1. I acknowledge receipt of **RFP 3-2283** and Addenda No.(s)____.
2. This offer shall remain firm for _____ days from the date of proposal.
(Minimum of 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

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1 relinquishment of AUTHORITY's right to such performance or to future performance of such terms or
2 conditions and CONSULTANT's obligation in respect thereto shall continue in full force and effect.
3 Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when
4 specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written
5 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

6 **ARTICLE 2. AUTHORITY DESIGNEE**

7 The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act for and
8 exercise any of the rights of AUTHORITY as set forth in this Agreement.

9 **ARTICLE 3. SCOPE OF WORK**

10 A. CONSULTANT shall perform the work necessary to complete in a manner satisfactory to
11 AUTHORITY the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this
12 reference, incorporated in and made a part of this Agreement. All services shall be provided at the times
13 and places designated by AUTHORITY.

14 B. CONSULTANT shall provide the personnel listed below to perform the above-specified
15 services, which persons are hereby designated as key personnel under this Agreement.

16 **Names**

Functions

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18
19
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21 C. No person named in paragraph B of this Article, or his/her successor approved by
22 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or
23 level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should
24 the services of any key person become no longer available to CONSULTANT, the resume and
25 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as
26 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key

1 person, unless CONSULTANT is not provided with such notice by the departing employee. AUTHORITY
2 shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications
3 concerning acceptance of the candidate for replacement.

4 **ARTICLE 4. TERM OF AGREEMENT**

5 This Agreement shall commence upon execution by both parties, and shall continue in full force
6 and effect through, unless earlier terminated or extended as provided in this Agreement.

7 **ARTICLE 5. PAYMENT**

8 A. For CONSULTANT's full and complete performance of its obligations under this Agreement
9 and subject to the maximum cumulative payment obligation provisions set forth in Article 6, AUTHORITY
10 shall pay CONSULTANT on a Time and Expense basis in accordance with the following provisions.

11 B. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to
12 the work actually completed by CONSULTANT. Work completed shall be documented in a monthly
13 progress report prepared by CONSULTANT, which shall accompany each invoice submitted by
14 CONSULTANT. AUTHORITY shall pay CONSULTANT at the hourly labor rates specified in Exhibit B,
15 entitled "Price Summary Sheet," which is attached to and by this reference, incorporated in and made a
16 part of this Agreement. These rates shall remain fixed for the term of this Agreement and are
17 acknowledged to include CONSULTANT's overhead costs, general costs, administrative costs and profit.
18 CONSULTANT shall also furnish such other information as may be requested by AUTHORITY to
19 substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full
20 payment until such time as CONSULTANT has documented to AUTHORITY'S satisfaction, that
21 CONSULTANT has fully completed all work required. AUTHORITY's payment in full shall constitute
22 AUTHORITY's final acceptance of CONSULTANT'S work.

23 C. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations
24 under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice
25 submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and shall
26 be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless AUTHORITY

elects to audit CONSULTANT's records in accordance with Article 16 of this Agreement. If AUTHORITY elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of completion of such audit in an amount reflecting any adjustment required by such audit. During the term of the Agreement, at its sole discretion, AUTHORITY reserves the right to release all or a portion of the retained amount based on CONSULTANT'S satisfactory completion of certain milestones. CONSULTANT shall invoice AUTHORITY for the release of the retention in accordance with ARTICLE 5.

D. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in duplicate to AUTHORITY's Accounts Payable office. CONSULTANT may also submit invoices electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net. Each invoice shall be accompanied by the monthly progress report specified in paragraph B of this Article. AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following information:

1. Agreement No. C- 3-2283;
2. Specify the effort for which the payment is being requested;
3. The time period covered by the invoice;
4. Labor (staff name, hours charged, hourly billing rate, current charges, and cumulative charges) performed during the billing period;
5. Total monthly invoice (including project-to-date cumulative invoice amount); and retention;
6. Itemized expenses including support documentation incurred during the billing period;
7. Monthly Progress Report;
8. Certification signed by the CONSULTANT or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments

1 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
2 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
3 invoice does not include any amount which CONSULTANT intends to withhold or retain from a
4 subcontractor or supplier unless so identified on the invoice.

5 9. Any other information as agreed or requested by AUTHORITY to substantiate the
6 validity of an invoice.

7 **ARTICLE 6. MAXIMUM OBLIGATION**

8 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and
9 CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including
10 obligation for CONSULTANT's profit) shall be which shall include all amounts payable to CONSULTANT
11 for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

12 **ARTICLE 7. NOTICES**

13 All notices hereunder and communications regarding the interpretation of the terms of this
14 Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing
15 said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and
16 addressed as follows:

17 To CONSULTANT:

22 ATTENTION:

23 Title:

24 Phone:

25 Email:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION: Marjorie Morris-Threats

Title: Principal Contracts Administrator

Phone: (714) 560 - 5552

Email: mthreats@octa.net

Cc: Bill Mock, Project Manager

Title: Real Property Agent, Senior

Phone: (714) 560-5737

Email: bmock@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

A. CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of AUTHORITY. CONSULTANT shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

B. Should CONSULTANT's personnel or a state or federal agency allege claims against AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or allegations involving any other independent contractor misclassification issues, CONSULTANT shall defend and indemnify AUTHORITY in relation to any allegations made.

ARTICLE 9. INSURANCE

A. CONSULTANT shall procure and maintain insurance coverage in full force and effect during the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONSULTANT shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, Advertising (if applicable to Scope of Work) and Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 Products/Completed Operations aggregate;

2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000 for each accident;

3. Workers' Compensation with limits as required by the State of California including a Waiver of Subrogation in favor of AUTHORITY, its officers, directors and employees; and

4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy limit-disease, and \$1,000,000 policy limit employee-disease.

5. Professional Liability with minimum limits of \$1,000,000 only if the CONSULTANT is required by contract or law to be licensed or specially certified and AUTHORITY is relying on performance based on that specialty license or certification.

B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy blanket additional insured endorsement, designating the AUTHORITY, its officers, directors and employees as additional insureds on general liability and automobile liability, as required by Agreement. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of the Agreement and prior to commencement of any work. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies or review all related insurance policies, in response to a related loss.

C. CONSULTANT shall include on the face of the certificate of insurance the Agreement Number C- 3-2283 and, the Contract Administrator's Name, Marjorie Morris-Threats

D. CONSULTANT shall also include in each subcontract, the stipulation that subconsultants shall maintain insurance coverage in the amounts required of CONSULTANT as provided in the Agreement. Subconsultants will be required to include AUTHORITY as additional insureds on the Commercial General Liability, and Auto Liability insurance policies.

E. Insurer must provide AUTHORITY with at least thirty (30) days' prior notice of cancellation or material modification of coverage, and ten (10) days' prior notice for non-payment of premium.

ARTICLE 10. ORDER OF PRECEDENCE

1 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
2 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 3-2283;(3)
3 CONSULTANT's proposal dated ; (4) all other documents, if any, cited herein or incorporated by
4 reference.

5 **ARTICLE 11. CHANGES**

6 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
7 make changes in the general scope of this Agreement, including, but not limited to, the services furnished
8 to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work suspension or
9 change causes an increase or decrease in the price of this Agreement, or in the time required for its
10 performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its claim for
11 adjustment within ten (10) calendar days after the change or work suspension is ordered, and an
12 equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT
13 from proceeding immediately with the Agreement as changed.

14 **ARTICLE 12. DISPUTES**

15 A. Except as otherwise provided in this Agreement, when a dispute arises between
16 CONSULTANT and AUTHORITY, the project managers shall meet to resolve the issue. If project
17 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts
18 Administration and Materials Management (CAMM), who shall reduce the decision to writing and mail or
19 otherwise furnish a copy thereof to CONSULTANT. The decision of the Director, CAMM, shall be the
20 final and conclusive administrative decision.

21 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with
22 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
23 CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any
24 AUTHORITY official or representative on a question of law, which questions shall be settled in
25 accordance with the laws of the State of California.

26 **ARTICLE 13. TERMINATION**

1 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part,
2 by giving CONSULTANT written notice thereof. Upon said notice, AUTHORITY shall pay CONSULTANT
3 its allowable costs incurred to date of termination and those allowable costs determined by AUTHORITY
4 to be reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further
5 claims against AUTHORITY under this Agreement.

6 B. In the event either Party defaults in the performance of any of their obligations under this
7 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
8 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon
9 receipt of such notice, CONSULTANT shall immediately cease work, unless the notice from AUTHORITY
10 provides otherwise. Upon receipt of the notice from AUTHORITY, CONSULTANT shall submit an invoice
11 for work and/or services performed prior to the date of termination. AUTHORITY shall pay
12 CONSULTANT for work and/or services satisfactorily provided to the date of termination in compliance
13 with this Agreement. Thereafter, CONSULTANT shall have no further claims against AUTHORITY under
14 this Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages for such
15 termination.

16 **ARTICLE 14. INDEMNIFICATION**

17 CONSULTANT shall indemnify, defend and hold harmless AUTHORITY, its
18 officers, directors, employees and agents (indemnities) from and against any and all claims (including
19 attorneys' fees and reasonable expenses for litigation or settlement) for any loss or
20 damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent
21 acts, omissions or willful misconduct by CONSULTANT, its officers,
22 directors, employees, agents, subconsultants or suppliers in connection with or arising out of the
23 performance of this Agreement.

24 **ARTICLE 15. _____ ASSIGNMENTS AND SUBCONTRACTS**

25 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
26 CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be

subcontracted by CONSULTANT, without the prior written consent of AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms and conditions of this Agreement.

B. AUTHORITY hereby consents to CONSULTANT's subcontracting portions of the Scope of Work to the parties identified below for the functions described in CONSULTANT's proposal. CONSULTANT shall include in the subcontract agreement the stipulation that CONSULTANT, not AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors, employees or sureties for nonpayment by CONSULTANT.

Subcontractor Name/Addresses

Subcontractor Amounts

.00

.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

CONSULTANT shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONSULTANT's accounting books, records, payroll documents and facilities, as AUTHORITY deems necessary. CONSULTANT shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in 0 of this Agreement. CONSULTANT shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

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ARTICLE 17. CONFLICT OF INTEREST

A. CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict

1 of interest means that due to other activities, relationships or contracts, the CONSULTANT is unable, or
2 potentially unable to render impartial assistance or advice to the AUTHORITY; CONSULTANT's
3 objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the
4 CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose to the
5 AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONSULTANT. All
6 disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This
7 disclosure requirement is for the entire term of this Agreement.

8 B. If the AUTHORITY determines that CONSULTANT, its employees, or subconsultants are
9 subject to disclosure requirements under the Political Reform Act (Government Code section 81000 et
10 seq.), CONSULTANT and its required employees and subconsultants shall complete and file Statements
11 of Economic Interest (Form 700) with the AUTHORITY's Clerk of the Board disclosing all required
12 financial interests.

13 **ARTICLE 18. CODE OF CONDUCT**

14 CONSULTANT agrees to comply with the AUTHORITY's Code of Conduct as it relates to
15 Third-Party contracts which is hereby referenced and by this reference is incorporated herein.
16 CONSULTANT agrees to include these requirements in all of its subcontracts.

17 **ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

18 CONSULTANT and all subconsultants performing work under this Agreement, shall be
19 prohibited from concurrently representing or lobbying for any other party competing for a contract with
20 AUTHORITY, either as a prime consultant or subconsultant. Failure to refrain from such
21 representation may result in termination of this Agreement.

22 **ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS**

23 CONSULTANT warrants that in the performance of this Agreement, it shall comply with all
24 applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and
25 regulations promulgated thereunder.

26 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

1 In connection with its performance under this Agreement, CONSULTANT shall not discriminate
2 against any employee or applicant for employment because of race, religion, color, sex, age or national
3 origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that
4 employees are treated during their employment, without regard to their race, religion, color, sex, age or
5 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,
6 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other
7 forms of compensation; and selection for training, including apprenticeship.

8 **ARTICLE 22. PROHIBITED INTERESTS**

9 CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or
10 employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter shall have any
11 interest, direct or indirect, in this Agreement or the proceeds thereof.

12 **ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS**

13 A. The originals of all letters, documents, reports and other products and data produced under
14 this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made
15 for CONSULTANT's records but shall not be furnished to others without written authorization from
16 AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein
17 shall be retained by AUTHORITY.

18 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
19 descriptions, and all other written information submitted to CONSULTANT in connection with the
20 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any
21 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected
22 with the performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding
23 such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or is or
24 becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not
25 use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in
26 any professional publication, magazine, trade paper, newspaper, seminar or other medium without the

express written consent of AUTHORITY.

C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by CONSULTANT to any other person or agency except after prior written approval by AUTHORITY, except as necessary for the performance of services under this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.

ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT

A. In lieu of any other warranty by AUTHORITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against AUTHORITY on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT's expense for the defense of same. However, CONSULTANT will not indemnify AUTHORITY if the suit or claim results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when such use in combination infringes upon an existing U.S. letters patent or copyright.

B. CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONSULTANT, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and

copyright indemnity thereto.

ARTICLE 25. FINISHED AND PRELIMINARY DATA

A. All of CONSULTANT's finished technical data, including but not limited to illustrations, photographs, tapes, software, software design documents, including without limitation source code, binary code, all media, technical documentation and user documentation, photoprints and other graphic information required to be furnished under this Agreement, shall be AUTHORITY's property upon payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction except as elsewhere authorized in this Agreement. CONSULTANT further agrees that it shall have no interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

B. It is expressly understood that any title to preliminary technical data is not passed to AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations, software design documents, layouts and comprehensives prepared by CONSULTANT solely for the purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given for preparation of finished artwork. Preliminary data title and right thereto shall be made available to AUTHORITY if CONSULTANT causes AUTHORITY to exercise Article 11, and a price shall be negotiated for all preliminary data.

ARTICLE 26. CONTRACTOR PURCHASED EQUIPMENT

A. If during the course of this Agreement, additional equipment is required, which will be paid for by the AUTHORITY, CONSULTANT must request prior written authorization from the AUTHORITY's project manager before making any purchase. As part of this purchase request, CONSULTANT shall provide a justification for the necessity of the equipment or supply and submit copies of three (3) competitive quotations. If competitive quotations are not obtained, CONSULTANT must provide the justification for the sole source.

B. CONSULTANT shall maintain an inventory record for each piece of equipment purchased that will be paid for by the AUTHORITY. The inventory record shall include the date acquired, total cost,

1 serial number, model identification, and any other information or description necessary to identify said
2 equipment or supply. A copy of the inventory record shall be submitted to the AUTHORITY upon request.

3 C. At the expiration or termination of this Agreement, CONSULTANT may keep the equipment
4 and credit AUTHORITY in an amount equal to its fair market value. Fair market value shall be determined,
5 at CONSULTANT's expense, on the basis of an independent appraisal. CONSULTANT may sell the
6 equipment at the best price obtainable and credit AUTHORITY in an amount equal to the sales price. If
7 the equipment is to be sold, then the terms and conditions of the sale must be approved in advance by
8 AUTHORITY's project manager.

9 D. Any subconsultant agreement entered into as a result of this Agreement shall contain all
10 provisions of this clause.

11 **ARTICLE 27. HEALTH AND SAFETY REQUIREMENT**

12 CONSULTANT shall comply with all the requirements set forth in Exhibit H, Level 1 Safety
13 Specifications.

14 **ARTICLE 28. LIMITATION ON GOVERNMENTAL DECISIONS**

15 CONSULTANT shall not make, participate in making, or use its position to influence any
16 governmental decisions as defined by the Political Reform Act, Government Code section 8100 et seq.,
17 and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.
18 CONSULTANT's personnel performing services under this Agreement shall not authorize or direct any
19 actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter into
20 any contractual agreement on behalf of AUTHORITY. In addition, CONSULTANT's personnel shall not
21 provide information, an opinion, or a recommendation for the purpose of affecting a decision without
22 significant intervening substantive review by AUTHORITY personnel, counsel, and management.

23 /

24 **ARTICLE 29. FORCE MAJEURE**

25 Either party shall be excused from performing its obligations under this Agreement during the time
26 and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,

1 including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products,
2 plants or facilities by the federal, state or local government; national fuel shortage; or a material act or
3 omission by the other party; when satisfactory evidence of such cause is presented to the other party,
4 and provided further that such nonperformance is unforeseeable, beyond the control and is not due to
5 the fault or negligence of the party not performing.

6 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C- 3-2283 to be
7 executed as of the date of the last signature below.

8 **CONSULTANT**

9 By: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

10 Darrell E. Johnson
11 Chief Executive Officer

12 **APPROVED AS TO FORM:**

13
14 By: _____

15 James M. Donich
16 General Counsel

17
18 **APPROVED:**

19
20 By: _____

21 James G. Beil
22 Executive Director, Capital Programs
23
24
25
26

EXHIBIT D: FORMS

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Name

Signature

Title

Date

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed subconsultants and/or agent/lobbyist? Yes _____ No _____

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- | | | |
|---|-----------|----------|
| <input type="radio"/> The Prime Contractor | Yes _____ | No _____ |
| <input type="radio"/> Subconsultant | Yes _____ | No _____ |
| <input type="radio"/> Agent/Lobbyist hired by Prime
to represent the Prime in this RFP | Yes _____ | No _____ |

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Gene Hernandez, Chairman

Tam Nguyen, Vice Chairman

Doug Chaffee, Director

Jose Diaz, Director

Andrew Do, Director

Jon Dumitru, Director

Jamey Federico, Director

Katrina Foley, Director

Brian Goodell, Director

Patrick Harper, Director

Michael Hennessey, Director

Steve Jones, Director

Fred Jung, Director

Farrah N. Khan, Director

Jessie Lopez, Director

Vicente Sarmiento, Director

Donald P. Wagner, Director

EXHIBIT E: SAFETY SPECIFICATIONS

ON-CALL PROPERTY MAINTENANCE AND RELATED SERVICES

MODIFIED LEVEL 1, 2 & 3 HEALTH, SAFETY AND ENVIRONMENTAL (HSE)

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during the course of this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of public and workers.

G. INJURY AND ILLNESS PREVENTION PLAN

1. Injury Illness Prevention Program

The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and

vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

2. Substance Abuse Prevention Program

Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

3. Heat Illness Prevention Program

Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

4. Hazard Communication Program

Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

5. Storm Water Pollution Prevention Plan

The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the scope. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements.

1.2 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents:

1. Damage to Authority property (or incidents involving third party property damage);
2. Reportable and/or recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
3. Incidents impacting the environment, i.e. spills or releases on Authority property.
4. Incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work.
5. Investigations or site visit by a regulatory agency (i.e., Cal-OSHA, DTSC, EPA, SCAQMD, OC Health Care Agency, etc.)

- B. Notification shall be made to Authority Project Manager. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- C. A final comprehensive written incident investigative report shall be submitted as soon as possible (i.e., 48 hours expectation) and within seven (7) calendar days at the latest. The report shall include the following information. The Current Status of anyone injured, investigation photos of the incident area, photos of the existing conditions and area around the injury/incident scene, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and Management's evaluation of effectiveness, a copy of the task planning documentation, copy of training records (employee, equipment operator, etc.) a copy of the Physician's first report of injury, a copy of Cal/OSHA 300 log of work related injuries and illnesses, a copy of the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident investigation and incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident or as determined by the Authority Project Manager. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager and the HSEC Department Manager. The serious incident presentation shall include, but not be limited to; action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using the root cause analysis flow chart method, tap-root method, or the fishbone method), evaluation of applicable policies/procedures effectiveness, task communication effectiveness, key management and supervisor oversight, a written detailed recovery plan that identifies corrective actions to prevent a similar incident, and proposed actions to enhance safety culture awareness.
- E. Non-Disclosure Requirement, Contractor is strictly prohibited from giving any information to the news media. In such event, spokespersons for the Authority will manage all media inquiries. Contractor shall provide any information requested from Governmental Entities related to construction accidents. Such information shall also be provided to Authority immediately, as soon as possible.
 - 1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 - 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents

involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.

3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, ear and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

PART II – SPECIFIC REQUIREMENTS – FIELD DESIGN SURVEY / SURVEY CREWS

Level 2 Safety Specification Requirements for Survey Crew Field Tasks

2.0 DESIGNATED SAFETY REPRESENTATIVE

- A. Before beginning on-site activities, the Contractor shall designate an On-site HSE Representative. This person shall be a Competent or Qualified Individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may have associated schedule and budget impacts.

The Contractor shall submit a resume of the designated on-site HSE Representative Professional Certification, upon request, within 72 hours.

Certification from the Board of Certified Safety Professionals (BCSP)

- Certified Safety Professional (CSP), or,
- Associate Safety Professional (ASP), or
- Construction Health and Safety Technician (CHST), or,
- Safety Trained Supervisor (STS), or,
- Safety Trained Supervisor Construction (STSC)

Experience:

The Contractor's on-site HSE Representative(s) shall have a minimum of five (5) years of heavy construction or scope agreement experience in administering HSE programs on project sites, the last two years of which have been

administering HSE compliance in a similar type of scope (Construction, Industrial, etc.) for which Contractor is contracting with the Authority. The designated HSE Representative shall have full stop work authority.

- B. A Competent or Qualified Individual means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

2.1 ORIENTATION

- A. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.
- B. A Job Hazard Analysis (JHA) shall be prepared for the activities performed.
- C. Copies of orientation documents and JHA shall be provided to the Authority Project Manager within 72 hours upon request.

PART III – SPECIFIC REQUIREMENTS – FIELD GEOTECHNICAL EXPLORATION

Level 3 Safety Specifications for Geotechnical Subsurface Field Task Activities

3.0A PROJECT TASK SPECIFIC WORK PLAN AND JOB HAZARD ANALYSIS

- A. The Contractor shall develop a site project appropriate task plan that shall include as necessary for this scope: Permits, Evacuation, Emergency Plan, Roles and Responsibilities, Scope and Task Activity Details, Safe Work Methods, Hazard Identification & Risk Control, First Aid and Injury Management, Emergency Procedures, Public Protection, Training and Orientation Requirements. A copy of the task plan and JHA shall be provided to the Authority Project Manager within 72 hours upon request.

3.1 DESIGNATED SAFETY REPRESENTATIVE

QUALIFICATIONS – The Contractor shall submit a resume of the designated on-site HSE Representative and a copy of their Professional Certification, upon request, within 72 hours.

A certification from the Board of Certified Safety Professionals (BCSP)

- Certified Safety Professional (CSP), Or;
- Associate Safety Professional (ASP), or
- Construction Health and Safety Technician (CHST), or,

Certification from the American Board of Industrial Hygiene (ABIH)

- Certified Industrial Hygienist (CIH)

Experience:

The Contractor's on-site HSE Representative(s) shall have a minimum of seven (7) years of heavy construction or scope agreement experience in administering HSE programs on project sites, the last two years of which have been administering HSE compliance in a similar type of scope (Construction, Industrial, etc.) for which Contractor is contracting with the Authority. The designated HSE Representative shall have full stop work authority.

The Authority reserves the right to allow for an exception to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.

3.2 SITE HSE ORIENTATION

- A. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation, at a minimum, shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, HAZWOPER, security requirements, and similar project safety requirements.
- B. Copies of orientation documents shall be provided to the Authority Project Manager within 72 hours upon request.

3.3 TRAINING DOCUMENTATION

- A. To ensure that each employee is qualified to perform their assigned work, when applicable to scope work, Contractor shall verify training documentation is in place, prior to and during contract scope, and make available to the Authority, upon request, within 72 hours. Training may be required by the Authority or CCR Title 8 Standards and required for activity on Authority's property and/or Authority projects. Contractor shall provide to Authority, upon request, within 72 hours.

PART IV - REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. CFR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. USACE Construction Quality Management Manuel (EM-385-1-1)

END

EXHIBIT F: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority’s technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No._____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:
