

**REQUEST FOR PROPOSALS (RFP) 3-2869**

# **UNDERGROUND AND ABOVE GROUND STORAGE TANK SERVICES**



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

## **Key RFP Dates**

<b>Issue Date:</b>	<b>April 29, 2024</b>
<b>Pre-Proposal Conference Date:</b>	<b>May 6, 2024</b>
<b>Question Submittal Date:</b>	<b>May 8, 2024</b>
<b>Proposal Submittal Date:</b>	<b>May 20, 2024</b>
<b>Interview Date:</b>	<b>June 10, 2024</b>

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April 29, 2024

## **NOTICE OF REQUEST FOR PROPOSALS**

### **RFP 3-2869: "UNDERGROUND AND ABOVE GROUND STORAGE TANK SERVICES"**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites proposals from underground and above ground storage tank services. The budget for this project is \$430,000 for a three (3)-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 20, 2024. 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 3-2869**" 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 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 3-2869, 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>
Facility; Equipment, Supplies	Tanks (portable, stationary, underground)
Professional Services	Inspection - Underground Storage Tank & Monitor

A pre-proposal conference will be held on May 6, 2024, at 10:00 a.m. Prospective Offerors have the option to attend in-person at the Authority's office in Conference Room 101 located at 600 South Main Street, Orange, CA 92688, or call-in using the following credentials:

- < Join via MS TEAMS >
- OR Call-in Number: 916-550-9867
- Conference ID: 165 209 895#

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 10, 2024, 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 on May 6, 2024, at 10:00 a.m. Prospective Offerors have the option to attend in-person at the Authority's office in Conference Room 101 located at 600 South Main Street, Orange, CA 92688, or call-in using the following credentials:

- < Join via MS TEAMS >
- OR Call-in Number: 916-550-9867
- Conference ID: 165 209 895#

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:

Monique Touch, Sr. Contracts Administrator  
Contracts Administration and Materials Management Department  
Phone: 714.560. 5083  
Email: mtouch@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 (email) 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.

## **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 email at [mtouch@octa.net](mailto:mtouch@octa.net) no later than 4:00 p.m., on May 8, 2024.
- b. Requests for clarifications, questions, and comments must be clearly labeled, "Written Questions RFP 3-2869", in the subject line of the email. 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 10, 2024. 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:

Category:

Facility; Equipment, Supplies

Professional Services

Commodity:

Tanks (portable, stationary, underground)

Inspection - Underground  
Storage Tank & Monitor

Inquiries received after 4:00 p.m. on May 8, 2024 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 20, 2024. 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 3-2869**” 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 a time and expense contract 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 Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify 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 thirty (30) days after the execution of the Agreement, annually thereafter for the duration of the Agreement, and within thirty (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. 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 Monique Touch, Sr. 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, 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, including special expertise in recognition and prevention of such hazards in the operations, repair, testing and maintenance of underground and aboveground storage tank systems 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 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) Furnish proof that Contractor and repair technician(s) possess the required certifications, licenses, and experience identified in section 4.0 Qualifications, included in Exhibit A, Scope of Work.
- (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 work 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 work and specify who would perform them.
- (3) Identify methods that Offeror will use to ensure quality control, as well as budget and schedule control for the project.

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 (Exhibit F) 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 (Exhibit F) 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 Agreement resulting from this solicitation, if awarded, will be a time and expense contract with fully burdened labor rates and anticipated expenses for work specified in the scope of work, included in the RFP as Exhibit A.

**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. 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 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.

**2. 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**

#### **C. 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 15%**  
 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 30%**  
 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 30%**  
 Reasonableness of the fully-burdened rates; competitiveness with other offers received; adequacy of data in support of figures quoted.

#### **D. 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 10, 2024, 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 Authority's management the Offeror whose proposal is most advantageous to the Authority.

**E. AWARD**

The Authority may 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.

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.

**F. 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**

### **Aboveground and Underground Storage Tank Repair, Upgrade, Testing, and Certification Services**

#### **1.0 General**

The Orange County Transportation Authority (OCTA) operates five (5) bus Maintenance and Operations bases. In support of these operations, OCTA is responsible for assuring that the underground storage tanks (UST), above ground storage tanks (AST), and affiliated piping, delivery, and dispensing systems are in good working order, tested, and certified to meet all regulatory requirements. Contractor will provide UST/AST services to perform testing, repair, reporting, and necessary modification of these systems. All OCTA UST/AST systems must be tested and maintained to meet regulatory compliance with, but not limited to Certified Unified Program Agencies (CUPA), State Water Resources Control Board (SWRCB), California Code of Regulations (CCR), California Health and Safety Code (CHSC), California Air Resources Board (CARB), the Department of Toxic Substances Control (DTSC), International Code Council (ICC), California Department of Industrial Relations (DIR), Division of Occupational Safety and Health Pressure Vessel Unit (DOSH), and all other applicable laws and regulations.

#### **2.0 Contractor Roles and Responsibilities for UST and AST (where applicable)**

2.1 Contractor shall serve as OCTA's UST Designated Operator (D.O.) for the five (5) bus maintenance and operations bases. The D.O. shall:

- 2.1.1 Perform monthly UST inspections.
- 2.1.2 Review alarm history and ensure correct response for each alarm.
- 2.1.3 Complete report for findings and maintain all on-site records.
- 2.1.4 Schedule and oversee regulatory testing.
- 2.1.5 Conduct annual employee UST training and maintain training records.
- 2.1.6 Maintain UST Designated Operator Certification per applicable sections in CCR, Title 23, Chapter 16
- 2.1.7 Serve as liaison between OCTA and regulatory agencies.

2.2 Contractor shall serve as OCTA's UST Service Technician for the five (5) bus Maintenance and Operations bases. The Service Technician shall:

- 2.2.1 Perform testing and repairs on OCTA UST systems, including tanks, sumps, spill buckets, piping, secondary containment, sensors, electrical equipment, dispensers, and hanging hardware upon

conclusion of mandatory regulatory inspection and/or routine inspection, whichever comes first.

- 2.2.2 Perform certification, testing, and repair for enhanced vapor recovery systems.
  - 2.2.3 Perform testing, certification, and repairs to OCTA's tank level monitoring systems upon conclusion of mandatory regulatory inspection and/or routine inspection, whichever comes first.
  - 2.2.4 Perform necessary repairs, upgrades, etc. to address deficiencies noted by regulatory agencies per CCR, Title 22, Chapter 15, §66265.192, and CCR, Title 23, Chapter 16, CARB and SCAQMD Rule 461 and any which others that OCTA informs the contractor of its enforcement and mandates.
  - 2.2.5 Maintain UST Service Technician Certification per applicable sections in CCR, Title 23, Chapter 16 including but not limited to current California UST Service Technician issued by the International Code Council (ICC) and training and certification through the developer of the testing equipment or test method being used, or through the manufacturer of the secondary containment component being tested.
  - 2.2.6 Serve as liaison between OCTA and regulatory agencies.
- 2.3 Contractor shall assist OCTA in managing environmental compliance files, programs, and methodologies for the five (5) Maintenance and Operations bases to strengthen environmental program management as it pertains to UST/AST: dispensing, testing, monitoring, training, discharge, groundwater, air quality, permitting, reporting, repairing, maintenance, regulations, and delivery.

Contractor shall:

- 2.3.1 Send copies of all completed reports, testing, and repairs to OCTA in Portable Document Format (PDF), immediately following test or repair.
- 2.3.2 Perform a review of OCTA facility environmental files, including compliance with California Environmental Reporting System (CERS) as requested.
- 2.3.3 Assist OCTA in interpreting laws and regulations that govern environmental compliance.
- 2.3.4 Identify gaps in environmental compliance management and documentation.
- 2.3.5 Perform administrative work and special projects as needed for compliance.

- 2.3.6 Review training records, service histories, reporting records, certifications, and monitoring history for the purpose of establishing best practice and current methodologies.
- 2.4 Contractor shall have the primary responsibility to prevent and/or correct all health and safety hazards for employees and its sub-tier contractors and their employees. Contractor shall have special expertise in recognition and prevention of such hazards in the operations, repair, testing and maintenance of underground and aboveground storage tank systems. OCTA may not have such expertise and is relying upon such expertise by Contractor and its sub-tier contractors, suppliers, and employees. OCTA retains the right to direct Contractor to eliminate all hazards of which OCTA has actual knowledge, but the recognition and abatement of such hazards are the responsibility of Contractor and its sub-tier contractors, suppliers, contractors, and employees.
- 2.5 Contractor shall instruct each employee on the jobsite in the recognition and avoidance of unsafe acts and/or conditions applicable to its work. Contractor shall enforce all statutory and facility safety rules.

### **3.0 Requirements**

- 3.1 Contractor shall provide all necessary labor, tools, and equipment to perform the work described in this Scope of Work at no additional cost to OCTA.
- 3.2 Contractor shall perform all testing and repair within the guidelines established by the manufacturers of equipment affiliated with this Agreement to ensure the integrity of the equipment.
- 3.3 Tests and inspections that must be conducted periodically, starting within the first month of the Agreement:
  - 3.3.1 Monthly Designated Operator inspections every thirty (30) days per CCR, Title 23, Chapter 16, § 2716 at all five (5) bases.
  - 3.3.2 Annual certification of monitoring equipment every twelve (12) months per CCR, Title 23 Ch.16 § 2638 at all five (5) bases. ASTs shall be inspected during this inspection.
  - 3.3.3 Annual Spill Container testing every twelve (12) months per CCR, Title 23, Chapter 16, §2637.1 at all five bases.
  - 3.3.4 Annual vapor recovery testing every twelve (12) months conducted on all gasoline dispensers at all five (5) bases per CARB and SCAQMD, Rule 461.
  - 3.3.5 Triennial Secondary Containment (Senate Bill 989) testing must be conducted every thirty-six (36) months per CCR, Title 23, Chapter 16, §2637. Irvine Construction Circle is exempt due to Assembly Bill (AB) 2481 status (interstitial brine).



- 3.3.6 Triennial Overfill Protection Equipment testing must be conducted every thirty-six (36) months per CCR, Title 23, Chapter 16, §2637.2.
- 3.3.7 Five-year aboveground hazardous waste tank system assessments per CCR, Title 22, Chapter 15, §66265.192, if it was not already performed within the mandated period per Regulatory Agency requirements.
- 3.4 Contractor shall be responsible for ensuring testing and retesting is scheduled with OCTA in compliance and in accordance with the requirements set forth in CCR, Title 23, Chapter 16, CARB and SCAQMD Rule 461. The contractor further covenants and warrants that he has had sufficient time to examine the site of the project to perform aboveground hazardous waste tank system assessments per CCR, Title 22, Chapter 15, §66265.192.
- 3.5 Facilities Summary (See Attachment A for detailed list of tanks)
- Six (6) tanks at:  
Irvine Sand Canyon Base  
14736 Sand Canyon Road  
Irvine, CA 92618
- Six (6) tanks at:  
Anaheim Base  
1717 E. Via Burton  
Anaheim, CA 92806
- Five (5) tanks at:  
Garden Grove Base  
11790 Cardinal Circle  
Garden Grove, CA 92843
- Seven (7) tanks at:  
Santa Ana Base  
4301 W. MacArthur Boulevard  
Santa Ana, CA 92704
- Three (3) tanks at:  
Irvine Construction Circle Base  
16281 Construction Circle West  
Irvine, CA 92606

Tank sizes vary from 500 gallons up to 30,000 gallons.

Materials stored are:

- a. Motor oil
- b. Diesel fuel
- c. Automatic transmission fluid
- d. Unleaded fuel
- e. Waste oil tank

#### **4.0 Qualifications**

- 4.1 Contractor's testing and repair technician(s) shall be trained and certified by the manufacturer of the monitoring equipment (Veeder-Root) and re-certified every thirty-six (36) months or at the time interval recommended by the manufacturer whichever is less. Contractor shall possess and maintain a current Class "A" General Engineering Contractor License, C-10 Electrical Contractor License, C-34 Pipeline Contractor License, C-36 Plumbing Contractor License, or C-61 (D40) Limited Specialty Service Station Equipment and Maintenance Contractor License issued by the Contractors State License Board during the term of this Agreement.
- 4.2 The service technician on-site shall be certified to work on Veeder-Root monitoring systems and also possess and have for inspection on-site, International Code Council (ICC) UST Service Technician, UST Designated Operator, and Vapor Recovery Certification cards. Certifications and cards must be current.
- 4.3 Contractor shall possess the following certifications as they pertain to OCTA equipment including but not limited to:
  - 4.3.1 CNI Manufacturing
  - 4.3.2 Emco Wheaton
  - 4.3.3 Fiberglass Systems (Smith Pipe)
  - 4.3.4 Franklin Fueling FE Petro
  - 4.3.5 Franklin Fueling Healy
  - 4.3.6 Franklin Fueling INCON Levels 1, 2, 3, 4 & 5
  - 4.3.7 Franklin Fueling Phil-Tite
  - 4.3.8 Hirt VCS 100
  - 4.3.9 ICC California Service Technician
  - 4.3.10 ICC UST Installation/Retrofitting
  - 4.3.11 ICC Vapor Recovery System Installer

- 4.3.12 ICC Vapor Recovery Test & Repair (VT)
- 4.3.13 Modern Welding Installer Certification
- 4.3.14 Morrison Brothers
- 4.3.15 OPW UST EVR Phase I
- 4.3.16 Red Jacket Mechanical Line Leak Detector
- 4.3.17 Red Jacket Products
- 4.3.18 Vaporless Install and Replace
- 4.3.19 Vaporless Leak Detector Tester
- 4.3.20 Veeder-Root Technician TLS-3XX
- 4.3.21 VST ABC
- 4.4 Contractor shall possess TLS-350 Service Technician Training Certification. Contractor shall be capable of testing and repairing dual wall tanks and pipeline, spill buckets, sumps, and line leak detectors. Testing may include positive shutdown, piping, red jacket pressure loss leak detectors, vapor recovery system and/or continuous monitoring system (Veeder-Root TLS-350), in accordance with the latest regulations of the State of California.
- 4.5 Contractor shall also be certified and trained to test and repair secondary containment, including secondary tanks and piping, sumps and under-dispenser containment. Tests and repairs shall be performed in accordance with manufacturer's guidelines and standards according to CCR Title 23, Chapter 16.

## **5.0 Schedule and Notification**

- 5.1 Contractor shall meet with OCTA project manager and affiliated staff. The agenda of the meeting shall include safety document submittal, base safety rules, schedule of scope task completion, billing/invoicing, roles and responsibilities, and OCTA's expectations of completion of tasks.
- 5.2 Contractor shall maintain a master schedule of testing and certification of OCTA's UST and TLS systems. The master schedule shall include Microsoft Outlook (Outlook) informational appointments for designated OCTA staff. The list of staff shall be supplied upon award of contract during pre-mobilization meeting. Outlook appointments shall be made by Contractor immediately upon scheduling with regulatory or inspecting agency. Outlook appointments shall also include scheduled repair work performed by the Contractor, and shall be sent upon written confirmation by OCTA project manager.

- 5.3 Contractor shall notify the local agency at least forty-eight (48) hours prior to conducting a test unless such notification requirement is more stringent or waived by the local agency and/or OCTA. Contractor shall submit a copy of the test report to the local agency within thirty (30) days of the completion of the test. Results for Vapor Recovery Testing Phase I & II shall be sent to SCAQMD within seventy-two (72) hours of testing. All telephone notifications shall be followed by an electronic mail to the affected agencies and OCTA.
- 5.4 If system failures or observations are noted during the inspection processes, necessary repairs/modifications shall be completed within a schedule that is agreed upon by all parties (OCTA, Contractor, and Regulatory Agency) to ensure regulatory compliance.
- 5.5 In case of an emergency, the Contractor shall respond and provide service to OCTA within two (2) hours or sooner of such notice by OCTA. In the case of non-emergency service technician OCTA requests, Contractor will respond to OCTA of proposed resolution within twenty-four (24) hours. Contractor shall inform OCTA verbally or via email of service technician response availability. Work will be scheduled within seventy-two (72) hours after initial request unless pre-approved by OCTA.
- 5.6 Contractor shall be responsible for coordinating tests with the Section Manager, Facilities Maintenance Department or Facilities Supervisor to ensure that site operation interruptions are minimized. Contractor shall also notify and coordinate with local authorities at least forty-eight (48) hours in advance of testing. Contractor shall be responsible for performing all necessary preparation prior to testing, including but not limited to safety barriers, energize/de-energize, lockout/tag out, confined space permit, hot work permit, hi-lift/harness inspection, and manhole cover removal.
- 5.7 Contractor shall schedule all monthly D.O. inspections at least five (5) business days in advance with the Facilities Supervisor of each location.

## **6.0 Reporting**

- 6.1 All test results shall be submitted to OCTA's project manager within five (5) business days.
- 6.2 Contractor shall be responsible to comply with the regulatory requirements of the State of California, County of Orange, and associated municipalities. These requirements shall include, but are not limited to all entities and agencies listed in sections 1-5 of this scope of work.
- 6.3 Contractor shall immediately notify the OCTA project manager of any damage to OCTA's property or reportable injury (as defined by the Occupational Safety and Health Administration) to a Contractor employee that occurs during the performance of work on OCTA property. A comprehensive report of injury shall be provided to OCTA's project manager within twenty-four (24) hours.

**7.0 General Safety Requirements and Policy**

- 7.1 All OCTA policies, CCR Title 8, and other legal standards not specifically referenced in scope of work shall apply when applicable. Other agency and manufacturer requirements are considered incorporated by reference as applicable to this document.
- 7.2 OCTA management at all levels is dedicated to assuring that its employees and others are provided with a safe and healthy place to work on each of its facilities.
- 7.3 Materials listed in this scope of work, i.e. oils, fuels, coolants, etc. must not be all inclusive as to hazards that might be encountered, safe practices that should be planned and performed, or safe conditions that should be maintained during the course of this work scope.
- 7.4 Contractor recognizes that it and its sub-tier contractors, suppliers and employees have the obligation to comply with all federal, state, local safety, site specific, health, environmental laws, and regulations.
- 7.5 Safety vests shall be always worn on OCTA property.
- 7.6 Smoking shall only take place in the designated smoking areas at each base.

**EXHIBIT B: PRICE SUMMARY SHEET**

**Price Summary Sheet**

Fully-burdened prices below include all direct costs and indirect costs, including wages, travel, and profits for providing Underground and Above Ground Storage Tank Services as described in the Exhibit A, Scope of Work. Services shall be provided as specified below:

**CONTRACT TERM: Three (3) Years Effective through 6/30/27**

**A. Service and Repair of the Tank Level Monitoring System**

All repairs and parts must be covered under one-year warranty from the completion date of repairs or installation. Contractor shall provide detailed invoices for approval. Contractor may bill in increments of one (1) hour (e.g. Technician completes work in thirty (30) minutes during regular business hours).

<u>Labor</u>	<b>Year One Effective through 6/30/25</b>	<b>Year Two 7/1/25 - 6/30/26</b>	<b>Year Three 7/1/26 - 6/30/27</b>
<b>1) Fully-Burdened Regular Hourly Labor Rates, Include All Travel</b> As-needed per Exhibit A, Scope of Work Monday through Friday (7:00 a.m. to 4:00 p.m.)	\$ _____/hr	\$ _____/hr	\$ _____/hr
<b>2) Fully-Burdened All Other Hourly Labor Rates Include All Travel</b> As-needed per Exhibit A, Scope of Work	\$ _____/hr	\$ _____/hr	\$ _____/hr
<b>3) Fully-Burdened Hourly Labor Rates for Compliance Specialist</b> As-needed per Exhibit A, Scope of Work, Section 2.3. Labor Rates Include All Travel.	\$ _____/hr	\$ _____/hr	\$ _____/hr
<b>4) Fully-Burdened Hourly Labor Rates for Subject Matter Expert</b> As-needed per Exhibit A, Scope of Work, Section 2.3. Labor Rates Include All Travel.	\$ _____/hr	\$ _____/hr	\$ _____/hr

**Parts**  
Parts will be billed at cost. Contractor shall provide invoice for incurred costs associated with parts.

**B. Annual Testing Services (Per Scope of Work 3.3)**

<u>Testing</u>	<b><u>Base Locations</u></b>	<b><u>Year One Effective through 6/30/25</u></b>	<b><u>Year Two 7/1/25 - 6/30/26</u></b>	<b><u>Year Three 7/1/26 - 6/30/27</u></b>
Stage II Vapor Testing on Gasoline Dispensers per base.	Anaheim	\$ _____/base	\$ _____/base	\$ _____/base
	Garden Grove	\$ _____/base	\$ _____/base	\$ _____/base
	Santa Ana	\$ _____/base	\$ _____/base	\$ _____/base
	Sand Canyon	\$ _____/base	\$ _____/base	\$ _____/base
	Construction Circle	\$ _____/base	\$ _____/base	\$ _____/base
Electronic Monitor Certification	Anaheim	\$ _____/base	\$ _____/base	\$ _____/base
	Garden Grove	\$ _____/base	\$ _____/base	\$ _____/base
	Santa Ana	\$ _____/base	\$ _____/base	\$ _____/base
	Sand Canyon	\$ _____/base	\$ _____/base	\$ _____/base
	Construction Circle	\$ _____/base	\$ _____/base	\$ _____/base
Spill Buck Testing and Leak Detector Testing	Anaheim	\$ _____/base	\$ _____/base	\$ _____/base
	Garden Grove	\$ _____/base	\$ _____/base	\$ _____/base
	Santa Ana	\$ _____/base	\$ _____/base	\$ _____/base
	Sand Canyon	\$ _____/base	\$ _____/base	\$ _____/base
	Construction Circle	\$ _____/base	\$ _____/base	\$ _____/base



**C. Secondary Containment Testing (Per Scope of Work 3.4)**

Testing

New Secondary Containment Test - Retest Six (6) months after equipment installation Cost Per Test

<b><u>Base Locations</u></b>	<b><u>Year One Effective through 6/30/25</u></b>	<b><u>Year Two 7/1/25 - 6/30/26</u></b>	<b><u>Year Three 7/1/26 - 6/30/27</u></b>
Anaheim	\$_____/Test	\$_____/Test	\$_____/Test
Garden Grove	\$_____/Test	\$_____/Test	\$_____/Test
Santa Ana	\$_____/Test	\$_____/Test	\$_____/Test
Sand Canyon	\$_____/Test	\$_____/Test	\$_____/Test
Construction Circle	\$_____/Test	\$_____/Test	\$_____/Test

**D. Triennial Testing (Per Scope of Work 3.3)**

Testing

Secondary Containment Regular Test Every Thirty-Six (36) Months (Per Scope of Work) Cost Per Test

<b><u>Base Locations</u></b>	<b><u>Effective through 6/30/27</u></b>
Anaheim	\$_____/Test
Garden Grove	\$_____/Test
Santa Ana	\$_____/Test
Sand Canyon	\$_____/Test
Construction Circle	\$_____/Test

Overfill Prevention Inspection and Test Every Thirty-Six (36) Months (Per Scope of Work) Cost Per Test (Unleaded Gasoline-containing USTs)

Anaheim	\$_____/Test
Garden Grove	\$_____/Test
Santa Ana	\$_____/Test
Sand Canyon	\$_____/Test
Construction Circle	\$_____/Test

**D. Triennial Testing (Per Scope of Work 3.3) Continued**

Testing

Overfill Prevention Inspection and Test Every Thirty-Six (36) Months (Per Scope of Work) Cost Per Test (Non Unleaded Gasoline-containing USTs)

<b><u>Base Locations</u></b>	<b><u>Effective through 6/30/27</u></b>
Anaheim	\$ _____/Test
Garden Grove	\$ _____/Test
Santa Ana	\$ _____/Test
Sand Canyon	\$ _____/Test
Construction Circle	\$ _____/Test

**E. Monthly Designated Operator (DO) per Scope of Work (3.3.1)**

Monthly DO Cost per base, per Scope of Work.

<b><u>Base Locations</u></b>	<b><u>Year One Effective through 6/30/25</u></b>	<b><u>Year Two 7/1/25 - 6/30/26</u></b>	<b><u>Year Three 7/1/26 - 6/30/27</u></b>
Anaheim	\$ _____/Month	\$ _____/Month	\$ _____/Month
Garden Grove	\$ _____/Month	\$ _____/Month	\$ _____/Month
Santa Ana	\$ _____/Month	\$ _____/Month	\$ _____/Month
Sand Canyon	\$ _____/Month	\$ _____/Month	\$ _____/Month
Construction Circle	\$ _____/Month	\$ _____/Month	\$ _____/Month

Annual Cost for DO per base (monthly x 12)

Anaheim	\$ _____/Year	\$ _____/Year	\$ _____/Year
Garden Grove	\$ _____/Year	\$ _____/Year	\$ _____/Year
Santa Ana	\$ _____/Year	\$ _____/Year	\$ _____/Year
Sand Canyon	\$ _____/Year	\$ _____/Year	\$ _____/Year
Construction Circle	\$ _____/Year	\$ _____/Year	\$ _____/Year

1. I acknowledge receipt of RFP 3-2869 Addenda No.(s) \_\_\_\_\_
2. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal.  
(Minimum 120)

COMPANY NAME

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE

\_\_\_\_\_

FACSIMILE NO.

\_\_\_\_\_

EMAIL ADDRESS

\_\_\_\_\_

SIGNATURE OF PERSON  
AUTHORIZED TO BIND OFFEROR

\_\_\_\_\_

NAME AND TITLE OF PERSON  
AUTHORIZED TO BIND OFFEROR

\_\_\_\_\_

DATE SIGNED

\_\_\_\_\_

**EXHIBIT C: PROPOSED AGREEMENT**

PROPOSED AGREEMENT NO. C-3-2869

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

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**THIS AGREEMENT** is effective this \_\_\_\_ day of July, 2024 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), and , , , (hereinafter referred to as "CONTRACTOR").

**WITNESSETH:**

**WHEREAS**, AUTHORITY requires assistance from CONTRACTOR to provide underground storage tank repair, upgrade, testing, and certification services ; and

**WHEREAS**, said work cannot be performed by the regular employees of AUTHORITY; and

**WHEREAS**, CONTRACTOR has represented that it has the requisite personnel and experience, and is capable of performing such services; and

**WHEREAS**, CONTRACTOR wishes to perform these services;

**NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CONTRACTOR as follows:

**ARTICLE 1. COMPLETE AGREEMENT**

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of this Agreement between AUTHORITY and CONTRACTOR and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

B. AUTHORITY's failure to insist in any one or more instances upon CONTRACTOR's

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

**ARTICLE 2. AUTHORITY DESIGNEE**

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

**ARTICLE 3. SCOPE OF WORK**

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

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

**Names**

**Functions**

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

1 person, unless CONTRACTOR is not provided with such notice by the departing employee. AUTHORITY  
2 shall respond to CONTRACTOR 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 June 30, 2027, unless earlier terminated or extended as provided in this Agreement.

7 **ARTICLE 5. PAYMENT**

8 A. For CONTRACTOR'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 CONTRACTOR on a time-and-expense basis in accordance with the following provisions.

11 B. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding  
12 to the work actually completed by CONTRACTOR. CONTRACTOR shall not charge AUTHORITY for  
13 driving time. Work completed shall be documented in a monthly progress report prepared by  
14 CONTRACTOR, which shall accompany each invoice submitted by CONTRACTOR. AUTHORITY shall  
15 pay CONTRACTOR at the rates specified in Exhibit B, entitled "Price Summary Sheet," which is attached  
16 to and by this reference, incorporated in and made a part of this Agreement. These rates shall remain  
17 fixed for the term of this Agreement and are acknowledged to include CONTRACTOR's overhead costs,  
18 general costs, administrative costs and profit. CONTRACTOR shall also furnish such other information  
19 as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion,  
20 AUTHORITY may decline to make full payment until such time as CONTRACTOR has documented to  
21 AUTHORITY's satisfaction, that CONTRACTOR has fully completed all work required. AUTHORITY's  
22 payment in full shall constitute AUTHORITY's final acceptance of CONTRACTOR's work.

23 C. Invoices shall be submitted by CONTRACTOR on a monthly basis and shall be submitted in  
24 duplicate to AUTHORITY's Accounts Payable office. CONTRACTOR may also submit invoices  
25 electronically to AUTHORITY's Accounts Payable Department at [vendorinvoices@octa.net](mailto:vendorinvoices@octa.net). Each invoice  
26 shall be accompanied by the monthly progress report specified in paragraph B of this Article.

1 AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each  
2 invoice. Each invoice shall include the following information:

- 3 1. Agreement No. C-3-2869;
- 4 2. Specify the effort for which the payment is being requested;
- 5 3. The time period covered by the invoice;
- 6 4. Labor (staff name, hours charged, hourly billing rate, current charges, and  
7 cumulative charges) performed during the billing period;
- 8 5. Total monthly invoice (including project-to-date cumulative invoice amount);
- 9 6. Itemized expenses including support documentation incurred during the billing  
10 period;
- 11 7. Monthly Progress Report;
- 12 8. Certification signed by the CONTRACTOR or his/her designated alternate that a)  
13 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup  
14 information included with the invoice is true, complete and correct in all material respects; c) All payments  
15 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to  
16 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The  
17 invoice does not include any amount which CONTRACTOR intends to withhold or retain from a  
18 subcontractor or supplier unless so identified on the invoice.
- 19 9. Any other information as agreed or requested by AUTHORITY to substantiate the  
20 validity of an invoice.

21 **ARTICLE 6. MAXIMUM OBLIGATION**

22 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and  
23 CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including  
24 obligation for CONTRACTOR's profit) shall be \_\_\_\_\_ Dollars (\$ .00) which shall include all  
25 amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due  
26 to termination of, this Agreement.



**ARTICLE 7. NOTICES**

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

To CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Monique Touch

Title:

Title: Sr. Contract Administrator

Phone:

Phone: (714) 560 - 5630

Email:

Email: mtouch@octa.net

**ARTICLE 8. INDEPENDENT CONTRACTOR**

A. CONTRACTOR's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of AUTHORITY. CONTRACTOR 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 CONTRACTOR'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, CONTRACTOR shall defend and indemnify AUTHORITY in relation to any allegations made.

**ARTICLE 9. INSURANCE**

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

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, 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 or agents;

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 CONTRACTOR 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 AUTHORITY, its officers, directors and employees and agents, designated 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 this Agreement and prior to commencement of any work. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies or review all related insurance policies, in response to a related loss.

C. CONTRACTOR shall include on the face of the certificate of insurance the Agreement

Number C-3-2869 and, the Senior Contract Administrator's Name, Monique Touch.

D. CONTRACTOR shall also include in each subcontract the stipulation that subcontractors shall maintain insurance coverage in the amounts required from CONTRACTOR as provided in this Agreement.

E. Subcontractor will be required to include AUTHORITY as additional insureds on the Commercial General Liability, and Auto Liability insurance policies.

F. 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**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

(1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 3-2869; (3) CONTRACTOR's proposal dated \_\_\_\_\_ ; (4) all other documents, if any, cited herein or incorporated by reference.

#### **ARTICLE 11. CHANGES**

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

#### **ARTICLE 12. DISPUTES**

A. Except as otherwise provided in this Agreement, when a dispute arises between CONTRACTOR and AUTHORITY, the project managers shall meet to resolve the issue. If project managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts

Administration and Materials Management (CAMP), who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the Director, CAMP, shall be the final and conclusive administrative decision.

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

**ARTICLE 13. TERMINATION**

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

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

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**ARTICLE 14. INDEMNIFICATION**

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

Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify AUTHORITY, its officers, directors, employees and agents shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of AUTHORITY.

**ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

B. If CONSULTANT wishes to subcontract any of the work described in Exhibit B, AUTHORITY must be given prior notification and must consent to CONTRACTOR's subcontracting portions of the Scope of Work to the requested subcontractor(s). If AUTHORITY approves of the subcontractor, CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, 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 CONTRACTOR.

**Subcontractor Name/Addresses**

**Subcontractor Functions**

**ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

CONTRACTOR shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONTRACTOR's accounting books, records, payroll documents and facilities, as AUTHORITY deems necessary. CONTRACTOR 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 CONTRACTOR'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 Article 15 of this Agreement. CONTRACTOR shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

**ARTICLE 17. CONFLICT OF INTEREST**

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

**ARTICLE 18. CODE OF CONDUCT**

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

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

CONTRACTOR and all subcontractors performing work under this Agreement, shall be

1 prohibited from concurrently representing or lobbying for any other party competing for a contract with  
2 AUTHORITY, either as a prime CONTRACTOR or subcontractor. Failure to refrain from such  
3 representation may result in termination of this Agreement.

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

5 CONTRACTOR warrants that in the performance of this Agreement, it shall comply with all  
6 applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and  
7 regulations promulgated thereunder.

8 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

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

16 **ARTICLE 22. PROHIBITED INTERESTS**

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

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

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

26 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,

1 descriptions, and all other written information submitted to CONTRACTOR in connection with the  
2 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any  
3 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected  
4 with the performance of the project. CONTRACTOR shall comply with AUTHORITY's policies regarding  
5 such material. Nothing furnished to CONTRACTOR, which is otherwise known to CONTRACTOR or is  
6 or becomes generally known to the related industry shall be deemed confidential. CONTRACTOR shall  
7 not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project  
8 in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the  
9 express written consent of AUTHORITY.

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

15 **ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

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



upon an existing U.S. letters patent or copyright.

B. CONTRACTOR shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify AUTHORITY under any settlement made without CONTRACTOR'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 CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONTRACTOR, 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 CONTRACTOR'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. CONTRACTOR 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 CONTRACTOR. Preliminary data includes roughs, visualizations, software design documents, layouts and comprehensives prepared by CONTRACTOR 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 CONTRACTOR causes AUTHORITY to exercise Article 11, and a price shall be negotiated for all preliminary data.

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**ARTICLE 26. HEALTH AND SAFETY REQUIREMENT**

CONTRACTOR shall comply with all the requirements set forth in Exhibit \_\_\_\_, Level\_ Safety Specifications.

**ARTICLE 27. LIMITATION ON GOVERNMENTAL DECISIONS**

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

**ARTICLE 28. FORCE MAJEURE**

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

CONTRACTOR shall comply with all the requirements set forth in Exhibit \_\_\_\_, Level 3 Safety Specifications.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-3-2869 to be executed as of the date of the last signature below.

**CONTRACTOR**

By: \_\_\_\_\_

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_

Georgia Martinez  
Department Manager, Contract Administration and  
Procurement

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

James M. Donich  
General Counsel

**EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM**

**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.

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

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

**EXHIBIT E: SAFETY SPECIFICATIONS**

**LEVEL 3 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS**

**REQUIRED HSE SUBMITTAL SUMMARY**

The contractor shall submit copies of the items listed below for contract scope work on OCTA projects and property. Copies shall be provided prior to contractor's mobilization onto OCTA projects and property. Contractor shall provide compliant written Health, Safety & Environmental (HSE) submittals within 30 days of the contract notice to proceed.

HSE submittals shall comply with the 1988 Drug Free Workplace Act, or the Department of Transportation (DOT), or the Federal Transportation Administration (FTA) requirements (according to OCTA procurement funding guidelines) and comply with the California Code of Regulations (CCR) Title 8 regulatory standards.

Contractor's established written programs/plans shall comply with CCR Title 8 regulatory standards. All HSE related programs/plans submitted to OCTA for acceptance shall be prepared and submitted by a qualified HSE professional who is recognized by an organization of industry standard (i.e., CSP, CIH, CHST, CHMM, etc.) and is experienced in developing compliant written HSE programs. The site safety HSE representative shall participate in the HSE submittal process.

1. Contractor shall provide a copy of Company's Injury Illness Prevention Program in accordance with CCR Title 8, Section 3203.
2. Contractor shall provide a copy of their Company HSE Policy/Procedure Manual, in compliance with CCR Title 8 Standards for awarded scope.
3. Contractor shall provide a copy of their Policy or Substance Abuse Prevention Program.
4. Contractor shall provide a copy of their Hazard Communication Program and MSDS Management Program in compliance with CCR Title 8, Section 5194, Hazard Communication Standard.
5. On-Site HSE Representative:  
On Facility Modification Projects, The Contractor shall submit a resume of the designated on-site qualified HSE Representative. The HSE Representative shall possess a current certification from the Board of Certified Safety Professionals (BCSP), plus five (5) years construction or scope agreement HSE experience enforcing HSE compliance on heavy or industrial construction project sites, the last two years of which have been administering HSE in the construction or scope discipline for which the Contractor is contracting with the Authority. The designated HSE Representative shall participate in all HSE related submittals through completion of scope.

On Capital Programs, The Contractor's on-site qualified HSE Representative shall be a Certified Safety Professional (CSP) with current standing from the Board of Certified Safety Professionals (BCSP) or a Construction Health and Safety Technician (CHST) with current standing from the (BCSP) or a Certified Industrial Hygienist (CIH) with current standing from the American Board of Industrial

Hygiene (ABIH), or an equal professional HSE Certificate of standing from The National Examination Board in Occupational Safety and Health (NEBOSH), that is acceptable to the Authority. The Contractor's on-site HSE Representative(s) shall provide a resume and have a minimum of seven (7) years heavy construction experience in administering HSE programs on heavy construction project sites, the last two years of which have been administering HSE in the construction/scope discipline for which Contractor is contracting with the Authority.

6. A Detailed Site Specific HSE Work Implementation Plan:

This plan shall be prepared and submitted by a recognized HSE professional experienced in developing compliant written HSE programs. Indicate the methods and procedures, and include the sequence of tasks as listed on the project schedule, include the hazards, tools and equipment, and the safe work practices to mitigate the hazards in a format acceptable OCTA. Specify safety measures in accordance with applicable Cal/OSHA standards, South Coast Air Quality Management District (SCAQMD) rules, National Fire Protection Association (NFPA), National Electric Code (NEC), American National Standards Institute (ANSI) codes and regulations, job hazard analysis, policies, procedures, HSE training requirements and known and potential hazards of Contractor's scope. Plans shall be prepared as specified above, and may require if necessary a professional engineer licensed to practice in the state of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.

## **PART I – GENERAL**

### **1.0 GENERAL HEALTH, SAFETY AND 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, and bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work or agreements with the Authority including California Department of Transportation safety requirements and special provisions. Additionally, manufacturer requirements are considered incorporated by reference, as applicable, to this scope of work.
- B. Observance of unsafe acts or conditions, serious violation of health and safety standards, non-conformance of Authority HSEC requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor may be reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The Authority HSEC 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 pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
- D. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its subcontractors (and their employees) are responsible.



The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.

- E. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with the Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
- F. The Contractor shall instruct all its employees, and all associated sub-contractors under contract with the Contractor who works on Authority projects in the following; recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.

## **PART II – SPECIFIC REQUIREMENTS**

- 2.0 While these safety specifications are intended to promote safe work practices, Contractors are reminded of their obligation to comply with all federal (Code of Federal Regulations (CFR) Sections 1926 & 1910 Standards), state (CCR Title 8 Standards), local and municipal safety regulations, and Authority health, safety and environmental requirements applicable to their project scope. Failure to comply with these standards may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

### **2.1 REQUIRED DOCUMENTATION / REPORTING REQUIREMENTS**

The Contractor at a minimum shall provide the following documents to the Authority's Project Manager. Items A through E below shall be submitted and accepted by the Authority's Project Manager prior to Contractor mobilization. Item F upon each occurrence, and for items G through K, contractor shall verify the following documentation is in place, prior to and during contract scope and make the same available to the Authority upon request within 72 hours.

Contractor's established written programs/plans shall comply with CCR Title 8 regulatory standards. All new programs/plans shall be prepared and submitted by a qualified HSE professional who is recognized by an organization of industry standard (i.e., CSP, CIH, CHST, STS, CHMM, etc.) and is experienced in developing compliant written HSE programs. The site safety HSE representative shall participate in the scope submittal process.

- A. A Comprehensive Project Specific Health, Safety, and Environmental (HSE) Work Plan.
  - a. The Contractor shall develop a site project plan that may include, but is not limited to: Permits, Evacuation, Emergency Plan, Roles and Responsibilities, Scope and Construction Activity Details, Constructability Review, Contractor Coordination Process, Safe Work Methods, Hazard Identification & Risk Control, First Aid and Injury Management, Emergency

Procedures, Public Protection, Authority and Contractor Site Rules, Incident Reporting and Investigation, Specialized Work or Licensing, Training and Orientation Requirements, Chemical Management, and Subcontractor Management.

- b. A Detailed Site Specific HSE Implementation Plan: This plan shall be prepared and submitted by a recognized HSE professional (current BCSP Certification in good standing, i.e., CSP, CHST, OHST) experienced in developing compliant written HSE programs, acceptable to OCTA. Indicate the methods and procedures, and include the sequence of tasks as listed on the project schedule, include the hazards, tools and equipment, and the safe work practices to mitigate the hazards in a format acceptable OCTA. Specify safety measures in accordance with applicable Cal/OSHA standards, SCAQMD rules, NFPA, NEC, ANSI codes and regulations, job hazard analysis, policies, procedures, HSE training requirements and known and potential hazards of Contractor's scope. Plans shall be prepared as specified above, and may require if necessary a professional engineer licensed to practice in the state of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.
- B. Contractor shall provide a copy of their Company HSE Policy/Procedure Manual, in compliance with CCR Title 8 Standards for awarded scope.
- C. Contractor shall provide a copy of Company's Injury Illness Prevention Program in accordance with CCR Title 8, Section 3203.
- D. Contractor shall provide a copy of their Policy or Substance Abuse Prevention Program that complies with the 1988 Drug Free Workplace Act.
- E. Contractor shall provide the resume and qualifications/certifications of assigned project designated Onsite HSE Representative for this scope as identified in section 2.3 of this specification.
- F. Accident/Incident investigation report within 24 hours of event (immediate verbal notification to Authority Project Manager, followed by Written Report).

The following required documentation shall be provided to the Authority's Project Manager, upon Authority request, within 72 hours.

- G. A copy of Contractor weekly site safety inspection report with status of corrections, upon request, within 72 hours.
- H. Contractor shall provide a copy of the Contractors and subcontractors competent person list (submit to Authority Project Manager, upon Authority request, within 72 hours).
- I. Contractors and subcontractors training records for qualified equipment operators, electrical worker certification (NFPA 70E), confined space training,

HAZWOPER training, and similar personnel safety training certificates as applicable to the agreement scope and as requested by the OCTA Project Manager and/or HSEC department, upon Authority request, within 72 hours and prior to starting or during the scope activity (submit to Project Manager).

- J. A monthly report that includes number of workers on project, a list of subcontractors, work hours (month, year to date, & project cumulative) of each contractor, labor designation, OSHA Recordable injuries and illnesses segregated by medical treatment cases, restricted workday cases, number of restricted days, lost workday cases, and number of lost work days, and recordable incident rate. Contractor shall provide to the Authority, upon request, within 72 hours.

#### K. TRAINING DOCUMENTATION

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.

### 2.2 HAZARD COMMUNICATION (CCR Title 8, Section 5194)

- A. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to chemical use on Authority property and/or project work areas the Contractor shall provide to the Authority Project Manager copies of Material Safety Data Sheet (MSDS) for all applicable products used, if any.
- B. All chemicals including paint, solvents, detergents and similar substances shall comply with SCAQMD Rules 103, 1113, and 1171.

### 2.3 DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) 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 cost, schedule and budget impacts.
- B. The Contractor's on-site qualified HSE Representative for all Authority projects is subject to acceptance by the Authority Project Manager and the HSEC Department Manager. All contact information of the On-site HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager.

**QUALIFICATIONS – On Capital Programs**, the Contractor shall submit a resume of the full time, on-site qualified HSE Representative(s) who reports

directly to the Contractor's Project Manager or Superintendent, and who is responsible for HSE oversight for field operations on the project no later than ten (10) days after receipt of Notice to Proceed, and prior to mobilization. The Contractor's On-site HSE Representative(s) shall have a minimum of seven (7) years heavy construction experience in administering HSE programs on heavy construction project sites, the last two years of which have been administering HSE in the construction discipline for which Contractor is contracting with the Authority. The Contractor's On-site HSE Representative shall be a Certified Safety Professional (CSP) with current standing from the Board of Certified Safety Professionals (BCSP), or a Construction Health and Safety Technician (CHST) with current standing from the BCSP or a Certified Industrial Hygienist (CIH) with current standing from the American Board of Industrial Hygiene (ABIH), or an equal professional HSE Certificate of standing from The National Examination Board in Occupational Safety and Health (NEBOSH), that is acceptable to the Authority. The Contractor's On-site HSE Representative(s) shall be on site during all operational hours. The On-site HSE Representative(s) shall set up, carry forward and aggressively and effectively maintain the project specific safety program and IIPP covering all phases of the work. If at any time the Contractor wishes to replace their On-site HSE Representative(s), the Contractor must provide written notice thirty (30) days prior to change of personnel to the Authority. The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the scope work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Authority who may be involved. This requirement applies continuously and is not limited to normal working hours. The designated HSE Representative shall participate in all HSE related submittals. 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.

On Facility Modification Projects, the Contractor shall submit a resume of the full time qualified on-site HSE Representative who reports directly to the Contractor's Project Manager or Superintendent, and who is responsible for safety oversight for field operations on the project no later than ten (10) days after receipt of Notice to Proceed, and prior to mobilization. The Contractor's On-Site HSE Representative shall hold a current certification from the BCSP, plus five (5) years construction or scope HSE experience enforcing HSE compliance on heavy construction or industrial construction project sites, the last two years of which have been administering HSE in the construction or scope discipline for which Contractor is contracting with the Authority. The Contractor's On-site HSE Representative(s) shall be on site during all operational hours. The designated HSE Representative shall participate in all HSE related submittals. The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.

1. Capital Programs may include, but are not limited to, projects involving demolition and construction of; heavy construction, rail projects, highway projects, parking lots and structures, fuel stations, building construction,

facility modifications, bus base construction, EPA/DTSC remediation, AQMD air or soil monitoring, fuel tank removal or modification, major bus base modifications, handling potential hazardous waste projects, and similar projects as deemed a Capital Program at the sole discretion by the Authority.

2. Facility Modification Projects may include, but are not limited to, projects involving minor demolition and construction or improvement projects for transportation centers, bus base sites and/or building modifications, equipment and/or building upgrades, and similar projects as deemed a Facility Modification Project at the sole discretion by the Authority.
  3. Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or property, and who has authorization to take prompt corrective measures to eliminate them.
  4. Qualified Individual means an individual who by possession of a recognized degree, certificate, certification or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the project.
- C. The Contractor shall designate a Competent Individual for each task, as required by Cal-OSHA standards or laws. The task Competent Individual shall be responsible for the prevention of accidents. If the Authority or any public agency with jurisdiction notifies the Contractor of any claimed dangerous condition at the site that is within the Contractor's care, custody or control, the Contractor shall take immediate action to rectify the condition at no additional cost to the Authority. The Contractor shall be responsible for the payment of all fines levied against the Authority for deficiencies relating to the Contractor's supervision or conduct and/or control of the scope agreement.
- D. On Facility Modification Projects, the Authority Project Manager reserves the right to require the Contractor to provide one additional full-time safety representative with qualifications as identified in section 2.3 (C), above whenever the number of individuals from the Contractor, its subcontractors, suppliers, and vendors meets or exceeds 15 workers, there are multiple scope work sites, or as warranted by the scope of work at the sole discretion by the Authority.
- E. On Capital Programs, the Authority's Project Manager reserves the right to require the Contractor to provide one additional full-time safety representative with qualifications as identified in item 2.3 (C) above whenever the number of individuals from the Contractor, its subcontractors, suppliers, and vendors meets or exceeds 50 workers, or is warranted by the scope of work.

## **2.4 SITE HSE ORIENTATION**

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, a copy of the HSE orientation attendance list shall be provided to the Authority Project Manager. 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.

## **2.5 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.

B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An initial immediate verbal notification, followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.

A final written incident investigative report shall be submitted within seven (7) calendar days, and include the following information. The current status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that led to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, copy of the Physician's first report of injury, updated OSHA 300 Log, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

C. A Serious Injury, Serious Incident, OSHA Recordable Injury / Illness, or Significant Near Miss shall require a formal 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. This review shall require a senior executive from the Contractors' organization to participate in the presentation.

The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors leading to the incident, a root cause analysis, and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

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.
2. Serious Incident: includes 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, 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.

## 2.6 REGULAR INSPECTIONS & THIRD PARTY INSPECTIONS

- A. Frequent and regular inspections of the project jobsite shall be made by the Contractor's On-site HSE Representative, or another Competent Individual designated by the Contractor. Unsafe acts and/or conditions noted during inspections shall be corrected immediately.
- B. The Contractor is advised that representatives of regulatory agencies (i.e., CAL-OSHA, EPA, SCAQMD, etc.), upon proper identification, are entitled to access onto Authority property and projects. The Authority Project Manager shall be notified of their arrival as soon as possible.

## 2.7 ENVIRONMENTAL REQUIREMENTS

- A. The Contractor shall comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, contaminated soils, hazardous waste, storm water, and resources of archaeological significance. Expense of compliance with these laws and regulations is considered included in the agreement. Contractor shall provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.

- B. The Contractor shall prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials. Fuels, oils, bitumen, calcium chloride, cement, or other contaminants that would contribute to water pollution shall not be dumped into or placed where they will leach into storm drains, rivers, streams, irrigation ditches, or reservoirs. If operating equipment in streambeds or in and around open waters, protect the quality of ground water, wetlands, and surface waters.
- C. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.
- D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.
- E. If the Contractor encounters on the site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or other Hazardous Substance (as defined in California Health and Safety Code, and all regulations pursuant thereto) which has not been rendered harmless, the Contractor shall immediately stop work in that area affected and report the condition to the Authority in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the Authority and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) or other hazardous substance and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB) or other hazardous substance, or when it has been rendered harmless, by written agreement of the Authority and the Contractor, or in accordance with a final determination by an Environmental Consultant employed by the Authority.
- F. The Contractor shall not permit any hazardous substances to be brought onto or stored at the Project Site or used in the construction of the work, except for specified materials and commonly used construction materials for which there are no reasonable substitutes. All such materials shall be handled in accordance with all manufacturers' guidelines, warnings and recommendations and in full compliance with all applicable laws. All notices required to be given with respect to such materials shall be given by the Contractor. The Contractor shall not intentionally release or dispose of hazardous substances at the Project Site or into the soil, drains, surface or ground water, or air, nor shall the Contractor allow any Sub-Contractor, subcontractor or supplier or any other



person for whose acts the Contractor or any subcontractor, vendor or supplier may be liable, to do so. For purposes of Contract Documents, "hazardous substance" means any substance or material which has been determined or during the time of performance of the work is determined to be capable of posing a risk of injury to health, safety, property or the environment by any federal, state or local governmental authority.

## 2.8 VEHICLE AND ROADWAY SAFETY REQUIREMENTS

- A. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, are identified by company name and/or logo, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- B. Personal vehicles belonging to Contractor employees shall not be parked on the traveled way or shoulders including any section closed to public traffic, or areas of the community that may cause interference or complaints
- C. The Contractor shall comply with California Department of Transportation safety requirements and special provisions when working on highway projects.
- D. The Contractor shall conform to American Traffic Safety Services Association (Quality Standard for Work Zone Control Devices 1992).

## 2.9 LANGUAGE REQUIREMENTS

For safety reasons, the Contractor shall ensure employees that do not read, or understand English, shall be within visual and hearing range of a bilingual supervisor or responsible designee at all times when on the Authority property or projects.

## 2.10 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

Contractors, and all associated subcontractors, vendors and suppliers are required to provide their own personal protective equipment (PPE), including eye, head, foot, and hand protection, respirators, reflective safety vests, and all other PPE required to perform their work safely on Authority projects.

- A. RESPIRATORS (CCR Title 8, Section 5144) - The required documentation for training and respirator use shall be provided to the Authority's Project Manager upon request within 72 hours. All compliance documentation as required by CCR Title 8, Section 5144, Respiratory Protective Equipment.
- B. EYE PROTECTION – The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.
- C. BUS BASE – Minimum PPE required includes but is not limited to; Eye protection, class 2 reflective vest, steel toe or construction type footwear that meets ANSI Z41 1991 are recommended.

- D. CONSTRUCTION PROJECTS - Minimum PPE required includes but is not limited to; hard hat, eye protection, hand protection, class 2 reflective vest, safety toe footwear that meets ANSI Z41 1991 are recommended.
- E. HARD HATS: Approved hard hat that meet ANSI Z89. 1 (latest revision). Hard hats should be affixed with the company/agency logo and/or name. The bill shall be worn forward. Metal hard hats and cowboy style are forbidden on Authority projects.
- F. FOOTWEAR: Enclosed leather that covers the ankles, such as a construction type boot. Employees shall not wear casual dress shoes, open toe, sneakers, sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal in construction work areas. Safety toe footwear that meets ANSI Z41 1991 are recommended on construction sites and in operating facilities.
- G. CLOTHING/SHIRTS: minimum or waist length shirts with sleeves (4" minimum).
- H. CLOTHING/TROUSERS: Cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. No sweat pants, or trousers with holes.

#### 2.11 AERIAL DEVICES (CCR Title 8, Section 3648)

Aerial devices are defined in CCR Title 8 as any vehicle-mounted or self-propelled device, telescoping extensible or articulating, or both, which is primarily designed to position personnel. If aerial devices are to be used, the required documentation in CCR Title 8, Section 3648 shall be provided to the Authority's Project Manager, upon request, within 72 hours.

#### 2.12 CONFINED SPACE ENTRY (CCR Title 8, Section 5157)

Before any employee will be allowed to enter a confined space, the required documentation as required by CCR Title 8, Section 5157 shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- A. RECOMMENDED: a copy of the most recent calibration record for each air monitoring unit, 3-gas monitor or "sniffer" to be used by the Entry Supervisor prior to entering permit-required confined spaces.

#### 2.13 CRANES

- A. Crane activity shall comply with 29 CFR 1926.550, CCR Title 8 Standards, manufacture's recommendations and requirements, applicable American Society of Mechanical Engineers (ASME), and ANSI Standards. In addition, Contractor shall comply with the following requirements: Prior to using mobile cranes, the Contractor shall provide to the Authority Project Manager, items I,

2 & 3 of the following documentation a minimum of seven (7) days prior to activity, and item 4 on each day of crane activity.

1. Cranes require a submittal of the annual certification, and copy of the cranes most recent quarterly inspection.
  2. A copy of each crane operator's qualification (NCCCO or equivalent) of company-authorized crane operators that have been properly trained in the equipment's use and limitations. Operator certification as required by CCR Title 8, Section 5006.1.
  3. A rigging plan is required for all lifts. Critical lifts require an engineered plan designed by a registered professional engineer licensed in the State of California.
  4. Contractor shall provide the name and qualifications of each "Qualified Rigger" as defined by OSHA.
  5. Rigging scope activity shall comply with 29 CFR Subparts 1926.250, 1929.753 and CCR Title 8 Standards.
  6. All rigging equipment shall be free from defects, in good operating condition and maintained in a safe condition.
  7. Rigging equipment shall be inspected by a designated, competent employee prior to initial use on the project, prior to each use, and documented inspections performed regularly. Records shall be kept on jobsite of each of these inspections by contractor and be made available to the Authority upon request within 72 hours.
  8. Only one (1) sling eye should be in a hook, for multiple slings a shackle shall be used to prevent separation of slings, and prevent stress on weak points of the hook.
  9. Contractor shall prepare a documented daily crane inspection report.
- B. Pick and carry with rubber tired cranes is forbidden on Authority projects.

C. Engineered Critical Lifts

A critical lift is established where any one of the following conditions are created:

1. Where in the crane's current configuration at any point during the lift, a gross load weight exceeds 75% of the capacity of the crane.
2. A gross weight equal to, or greater than 10 tons.
3. Lifts over buildings, equipment, public roadways, structures, or power lines.

4. A single lift where two or more cranes are used, including tandem lifts and tailing cranes.
5. Lifts made in close proximity of power lines, as defined by CCR Title 8 voltage clearance specifications.
6. Lifts involving helicopters, and specialized or unique and complex rigging equipment.
7. Hoisting of suspended work platforms.
8. Static tower crane erection and dismantlement.
9. Making lifts below the ground level where the crane is positioned.  
Note: Where the below the ground lift is minimal (evaluated by California registered professional engineer), a critical lift plan may not be required.

**D. Critical Lift Plan**

Where a critical lift will be performed, a written critical lift plan shall be submitted to the Authority Project Manager prior to commencing with the lift. The written plan shall include the following:

1. Crane manufacturer, capacity, and all specifications for the configuration to be used for the lift.
2. Load chart data for the crane to be used to make the lift. Total calculated weight of the load to be lifted including all rigging and other deductions consistent with the manufacturer's load chart.
3. Engineering data shall be provided on the hook assembly (manufacturer's certification or independent laboratory testing and load testing within the past 60 days), below-the hook rigging, and all specialized below-the-hook lifting devices.
4. Diagrams of the lift that provides geometrical conditions of the load, rigging, and all crane positions during the lift. The drawing shall provide the following:
  - A. Locations of all components to be lifted prior, during and after the lift is completed.
  - B. Radius points.
  - C. Swing patterns.

- D. In the event that the lift must be aborted, positions where the load may be safely landed.
  - E. Areas where any personnel, public, and vehicles must be evacuated during the lift.
- 5. Potential ground loading for each point of contact by the crane in selected locations in which the crane will perform the critical lift.
  - 6. Soil and subsurface data and information pertaining to the location on which the crane used for the critical lift will be positioned. This information shall be procured from an authoritative source such as a geotechnical engineer or a professional civil engineer registered in the state of California.

**Note:** *This information may be available from the Authority for selected locations on some projects.*

- 7. An engineer shall use the data provided in #5 and #6 above to verify and confirm the following:
  - A. That the soil and subsurface conditions are capable of supporting all loads imposed during the critical lift.
  - B. That the designs of cribbing and other supports used under the crane load points are appropriate to safely transfer such loads.
- 8. Signature and stamp on the plan by a California registered professional engineer, evidencing review of the plan as meeting the requirements that all loads and load information and calculations contained in the plan are approved, acceptable and safe to perform.
- 9. Operator qualifications.
- 10. Method by which communication will be provided to the crane operator. (Designated signal person, two-way radio, hard wire phone system, etc.).
- 11. A critical lift hazard analysis which identifies the particular hazards (including weather, wind, obstructions, etc.) associated with the lift and the means and methods to reduce, mitigate, or eliminate the hazards.
- 12. Emergency action plan.
- 13. Documentation of lift and pre-job meeting shall be conducted by Contractor's Project Manager.

The written plan shall be submitted 7 days prior to any critical lift for review by the Authority Project Manager and the Authority HSEC department. No critical lifts shall be conducted prior to such review.

#### **E. OVERHEAD CRANES**

Before using the Authority overhead cranes, each Contractor shall designate a limited number of employees to attend a training session on the use and limitations of overhead cranes with designated Authority personnel.

#### **2.14 DEMOLITION OPERATIONS (CCR Title 8, Section 1734)**

Before starting demolition activities the required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours. Contractor shall provide all compliance documentation as required by CCR Title 8 Article 31.

- A. The Contractor shall be responsible for visiting and examining the project site to assess and personally determine the extent of demolition, associated work, debris removal, disposal and general work to be done under this section.
- B. The Contractor shall take possession of all demolished materials, except as noted otherwise in the Contract Documents, and be responsible for disposing of them in accordance with applicable laws and regulations. On-site burning or burial of demolition materials will not be permitted.
- C. Provide continuous noise and dust abatement as required, preventing disturbances and nuisances to the public, workers, and the occupants of adjacent premises and the surrounding areas. Dampen areas affected by demolition operation as necessary to prevent dust nuisance.
- D. Site demolition plan: Indicate methods, procedures, equipment, and structures to be employed. Specify safety measures in accordance with applicable codes including signs, barriers, and temporary walkways. Plans shall be prepared by a qualified person (CSP, CIH, CHST, CHMM, etc.), or as necessary by a professional engineer licensed to practice in the State of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.
- E. Equipment, haul routes, and disposal sites to be used in the demolition and disposal work. Copy of manifests showing delivery of disposed materials in accordance with the plan and permit conditions. Certification that all demolished materials removed from the site have been disposed of in accordance with applicable laws and regulations.

#### **2.15 EXCAVATION OPERATIONS (CCR Title 8, Section 1541)**

Before starting excavation activities more than 5 feet deep into which people shall enter, the required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours. All compliance documentation shall comply with the following CCR Title 8, Section 1541 requirements:

- A. A copy of the Contractor's Excavation Permit.
- B. Attention is directed to the applicable sections of the Labor Code concerning trench excavation safety plans, "Trench Safety." Excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from the Engineer of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of that trench and any design calculations used in the preparation of the detailed plan. Excavations 20 feet or greater shall be engineered and plan stamped by a California registered professional engineer.
- C. The detailed plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during the excavation. No plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health. If the plan complies with the shoring system standards established by the Construction Safety Orders, the plan shall be submitted at least five (5) days before the Contractor intends to begin excavation for the trench.
- D. Excavations and trenches shall be inspected by a "Competent Person" daily and after every rainfall to determine if they are safe. Daily inspections shall be recorded. Documentation is to be kept on site and available for review upon request.
- E. Excavations are considered class 'C' soil unless documented testing in accordance with 29 CFR Subpart P, Section 1926.650 and CCR Title 8 Standards supports a class 'B' soil classification and is confirmed and stamped by a California registered professional engineer. In no case will excavations be classified as class 'A' soil.

#### 2.16 FALL PROTECTION (CCR Title 8, Sections 1669-1671)

The following standards are required when performing work on Authority property. The required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- A. Fall protection is required for workers exposed to falls in excess of six (6) feet.
- B. When conventional fall protections methods are impractical or create a greater hazard, a written plan in conformance with CCR Title 8, Article 24, shall be submitted to the Authority a minimum of seven (7) days in advance of the scheduled activity.

#### 2.17 FORKLIFTS, BACKHOES AND OTHER INDUSTRIAL TRACTORS (CCR Title 8, Section 3664)

CCR Title 8 defines backhoes as "industrial tractors". All compliance documentation shall be provided as required by CCR Title 8, Section 3664. The following required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours:

- A. A copy of each operator's certificate or a list of company-authorized industrial tractor operators that have been properly trained in the equipment's use and limitations. Please state which equipment, and model each operator has been authorized to operate (i.e. forklifts, backhoe, bulldozer, front-end loader, etc.).

## **2.18 ELECTRICAL OPERATIONS**

### **HIGH VOLTAGE (CCR Title 8, Sections 2700-2974)**

Any work on electrical equipment defined by OSHA as high-voltage, at or above 600 volts, requires specialized training certifications and personal protective equipment. Before any high-voltage work commences, the Authority Project Manager must be notified and must provide approval. The following required NFPA 70E certification and a certificate of training from a recognized organization of a two day high voltage safety training course shall be provided to the Authority's Project Manager, upon request, within 72 hours:

- A. A list of the name(s) of the company-designated high voltage Qualified Electrical Worker(s)

### **LOW VOLTAGE (CCR Title 8, Sections 2299-2599)**

Only qualified persons shall work on electrical equipment or systems.

- A. Electrical Certification of Training; Contractor employees working on or around electrical panels, wiring, motors, electrical energy sources or similar electrical devices shall have attended a NFPA 70E, Electrical Safety Course and provide to the OCTA Project Manager a copy of employees' NFPA 70E qualification certificate of training for each employee assigned to electrical tasks on OCTA property or projects.

## **2.19 POWDER-ACTUATED TOOLS (CCR Title 8, Section 1685)**

Before using tools such as "Hilti guns" or other powder-actuated tools, the following required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- A. A copy of each qualified person's valid operator card.

## **2.20 SCAFFOLDS (CCR Title 8, Sections 1635.1-1677)**

Scaffold erection shall be in compliance with CCR Title 8 Standards. All compliance documentation shall be provided as required by CCR Title 8, Sections 1635.1-1677. In addition, the Contractor shall comply with the following additional requirements.

- A. All scaffolds on Authority project shall be inspected by a competent person qualified for scaffolds in accordance with CCR Title 8 Standards.



- B. Contractor shall arrange for a third party inspection, at least quarterly, by a credentialed professional (insurance carrier, scaffold manufacturer representative, or similar) in addition to the contractors daily self inspections.
- C. A proper scaffold inspection and tagging system shall be maintained identifying compliance status (Example: Green/safe, Yellow/modified-fall protection required, Red/unsafe-do not use).
- D. Contractor shall have a fall protection plan that meets CCR Title 8 Standards for scaffold erectors, an erection/dismantling plan shall be submitted to Authority Project Manager for review prior to start of activity.
- E. Scaffold erection/dismantling shall install handrails beginning on the first level above ground erected, and erectors shall plan erection and dismantling in a manner to maximize handrail protection and minimize employees at unprotected areas.

## **2.21 WARNING SIGNS AND DEVICES**

Signs, signals, and/or barricades shall be visible at all times when and where a hazard exists. Overhead tasks, roofing tasks, excavations, roadwork activity, demolition work, and other recognized hazards shall have guardrail protection, warning barricades, or similar protective measures acceptable to the Authority's Project Manager. Signs, signals, and/or barricades shall be removed when the hazard no longer exists.

## **2.22 STEEL ERECTION**

Steel Erection scope activity shall comply with 29 CFR Subpart R, Section 1926.750, and CCR Title 8 Standards. In addition to OSHA Standards, Contractor shall comply with the following requirements.

- A. Erection planning should incorporate installation methods using aerial devices (man-lifts) and elevated work platforms (scissor lift) to minimize fall hazards of climbing steel where possible. A detailed written job safety analysis (JSA) shall identify installation methods, equipment, and control methods to minimize potential fall hazards.
- B. The Contractor shall not allow any employee to walk the steel unprotected from falls. Contractor employees must be tied-off and "coon" the beam until safety cables are provided to which employees shall use 100% tie-off protection. Two lanyards are required to ensure 100% tie-off protection.
- C. A safe means of access to the level being worked shall be planned. Climbing and sliding down columns are not considered safe access and are forbidden on Authority projects.
- D. A qualified rigger shall inspect the rigging prior to each shift and each lift.

- E. Multiple lift rigging (Christmas Treeing) lifts are forbidden on Authority property and controlled projects.

## **2.23 AUDITS**

- A. The Authority may make periodic patrols of the project site as a part of its normal security and safety program. The Contractor shall not be relieved of its aforesaid responsibilities and the Authority shall not assume same, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor, as a result of safety patrols by the Authority.
- B. The Authority may audit the Contractor's safety program for HSE compliance at various intervals of the project, at the sole discretion of the Authority. Elements may include, but are not limited to: OSHA injury & illness records and logs, Job Safety Analysis and safety plans, equipment operator licenses and training records, incident reports, meeting minutes, engineered plans, safety meeting records, crane and rigging plans, equipment inspection records, qualifications of and interviews with key Contractor management personnel, and other similar information. The Contractor shall support and cooperate with these audits at no additional compensation or schedule impacts with this contract.

## **2.24 RAILWAY SAFETY PRECAUTIONS**

- A. Work on operating railways shall be in compliance with 49 CFR, Part 214, CCR Title 8 Standards, and the Southern California Regional Rail Authority (SCRRA).
- B. New construction rail projects require that all employers and contractors are responsible to assure employees are trained and understand on-track safety procedures, and follow roadway worker rules identified in 49 CFR, Part 214, CCR Title 8, SCRRA, the California Department of Transportation (CalTrans), and OCTA HSE Construction Management Requirements (i.e., item E references).
- C. Minimum PPE for workers include hard hat, safety glasses, orange (i.e., rail company approved color) class 2 reflective vest, safety toe footwear that meets ANSI Z41 1991 (lace-up type over the ankle) and hearing protection (on person and worn as necessary).

## **2.25 FINES**

The Contractor shall be responsible for the payment of all fines levied against the Authority for HSE violations arising from or related to activities over which Contractor has responsibility per the contract..

## **2.26 COMPLIANCE COSTS**

Compliance with Health, Safety and Environmental Compliance identified in these aforementioned Authority Safety Specifications shall be at the expense of the Contractor, and included in Bid Documents to the Authority for the Contractor's scope. The Authority shall incur no additional cost or schedule impacts by Contractor, for compliance with California Construction Safety Orders, CCR Title 8 Standards, Federal OSHA Standards, and the Authority Safety Specifications for the protection of persons and property.

## 2.27 REFERENCES

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

END OF DOCUMENT

**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:

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Rationale for Requesting Deviation or Exception:

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**Area Below Reserved for Authority Use Only:**
