

REQUEST FOR PROPOSALS (RFP) 4-2079

**BUS WASH EQUIPMENT
REPLACEMENT AT
GARDEN GROVE BUS BASE**



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

Key RFP Dates

Issue Date:	February 7, 2024
Pre-Proposal Conference Date:	February 15, 2024
Question Submittal Date:	February 19, 2024
Proposal Submittal Date:	March 6, 2024
Interview Date:	April 3, 2024

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February 7, 2024

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 4-2079 “BUS WASH EQUIPMENT REPLACEMENT AT GARDEN GROVE BUS BASE”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified contractors to **provide a turn-key system to replace the existing bus wash system at Authority's Garden Grove Bus Base.**

The budget for this project is \$970,000 for an eight-month 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 March 6, 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 4-2079**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

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

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

To receive all further information regarding this RFP 4-2079, 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>
Automotive; Maintenance and Services	Car Wash Service
Maintenance Services - Equipment	Bus Wash Equipment - Service
Shop Supplies & Equipment	Water Softeners

A hybrid pre-proposal conference will be held on February 15, 2024, at 9:00 a.m., at the Authority's Administrative Office, 600 South Main Street, Orange, California 92868, in Conference Room 101. Prospective Offerors may join in person, via Teams, or call-in using the following credentials:

- [Microsoft Teams Meeting link](#)
- OR Call-in Number: (916) 550-9867
- Conference ID: 470 014 739#

A site visit will be conducted on February 15, 2024 at 10:45 a.m. All prospective Offerors are strongly encouraged to attend.

Safety vests are required for the site visit.

The site visit will be held at the Garden Grove Bus Base located at 11790 Cardinal Circle, Garden Grove, California 92843.

Please review "Bus Base Visit Protocol" following this notice.

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 and site visit.

By investigation of the work site, Offeror shall be satisfied as to the nature and location of the work and shall be fully informed as to all conditions and matters, which can in any way affect the work or the cost thereof. Prospective Offerors should familiarize themselves with Authority safety rules that require that pedestrians must wear approved safety vests. Please bring a safety vest for the site visits.

The Authority has established April 3, 2024, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. Seq. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum wage schedules. Offerors must use the current wage schedules applicable at the time the work is in progress.

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 Project Scope of Work/Requirements.

Bus Base Visit Protocol

OCTA has a core value of Safety for all employees, visitors, and the public for all transit related operations, therefore Bus Base Rules are established to prevent incidents and injury.

OCTA Maintenance bases require proper personal protective equipment (PPE) while at the bus base maintenance areas.

Basic PPE includes:

1. ANSI Class 2 Reflective Vest
2. Proper clothing footwear (i.e., no open toe shoes, sandals, high heel shoes, etc.)
3. Proper eye protection as required

All Contractors (proposed bidders, visitors, etc.) upon arrival shall report into the base Maintenance Shift Supervisor, with the appropriate OCTA employee escort.

Each person shall:

1. Sign in
2. Obtain a briefing of potential hazards and emergency procedures
3. Cell Phones are only allowed inside a building

All job walk visitors shall stay within the group and be attentive to instructions for a safe visit.

Upon completion of the visit each person shall sign out with the Maintenance Shift Supervisor prior to leaving the property.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A hybrid pre-proposal conference will be held on February 15, 2024, at 9:00 a.m., at the Authority's Administrative Office, 600 South Main Street, Orange, California 92868, in Conference Room 101. Prospective Offerors may join in person, via Teams, or call-in using the following credentials:

- [Microsoft Teams Meeting link](#)
- OR Call-in Number: (916) 550-9867
- Conference ID: 470 014 739#

A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Sonja Gettel, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: (714) 560-5562
Email: sgettel@octa.net

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

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 E.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via e-mail at sgettel@octa.net no later than 5:00 p.m., on February 19, 2024.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 4-2079" in the subject line of the e-mail. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than February 23, 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:

<u>Category:</u>	<u>Commodity:</u>
Automotive; Maintenance and Services	Car Wash Service
Maintenance Services - Equipment	Bus Wash Equipment - Service
Shop Supplies & Equipment	Water Softeners

Inquiries received after 5:00 p.m. on February 19, 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 March 6, 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 4-2079**" 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. LIQUIDATED DAMAGES

In the event the Offeror, after entering into an Agreement with the Authority, fails to complete the work within the time specified in the Agreement, the Offeror will be required to pay the Authority the amount of **\$300.00 per calendar day** of delay as agreed to liquidated damages.

K. 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.

L. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying firm-fixed prices for individual tasks specified in the Project Scope of Work/Requirements, included in this RFP as Exhibit A.

M. 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.

N. 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.

O. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

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

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

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

P. STATEMENT OF ECONOMIC INTERESTS

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

Q. EXECUTION OF CONTRACT

The successful Offeror shall submit to the Authority the required performance and payments bonds, acceptable insurance certificates, and "Guaranty" as required by the proposed Agreement and as shown as forms F, G, and H within ten (10) calendar days after notification of contract award from the Authority. Failure to sign the contract and submit applicable bonds, acceptable insurance certificates, and "Guaranty" within the specified time shall be cause to cancel the award. Transfers of contract, or of interest in contracts, are prohibited.

R. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. The offeror to whom a contract for the work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at the Authority's principal office at 550 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

S. PERMITS AND INSPECTION COSTS

The successful Offeror shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

SECTION II: PROPOSAL CONTENT

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A. PROPOSAL FORMAT AND CONTENT

1. Format

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

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Sonja Gettel, Senior Contract Administrator and must, at a minimum, contain the following:

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

3. Technical Proposal

- a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in

performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (5) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.
- (6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method, which will be used by the Offeror to manage the project as well as identify key personnel assigned.

Offeror to:

- (1) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

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

Offeror to:

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

- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

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

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

4. Cost and Price Proposal

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

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a firm-fixed-price contract specifying firm-fixed-prices for individual tasks.

5. Appendices

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

B. FORMS

1. Campaign Contribution Disclosure Form

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

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

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

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

Offeror is required to report any campaign contributions made by the prime contractor, subconsultants, lobbyists and agents after the proposal submittal date, and up to the anticipated Board of Directors selection. The offeror shall use the campaign contribution form for any additional reporting. The forms must be submitted at least 15 calendar days prior to the

Board Committee date on Transit and sent via e-mail to the Contract Administrator.

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled “Status of Past and Present Contracts” provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

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

3. Proposal Exceptions and/or Deviations Form

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

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

1. **Qualifications of the Firm** **20%**

Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
2. **Staffing and Project Organization** **30%**

Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
3. **Work Plan** **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** **20%**

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

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established April 3, 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 the Transit Committee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Board Committee will review the evaluation committee's recommendation and forward its recommendation to the Board of Directors for final action.

C. AWARD

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

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

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

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

EXHIBIT A: PROJECT SCOPE OF WORK/REQUIREMENTS



ORANGE COUNTY TRANSPORTATION AUTHORITY

PROJECT SCOPE OF WORK / REQUIREMENTS

**BUS WASH EQUIPMENT
REPLACEMENT AT
GARDEN GROVE BUS BASE**

**14736 CARDINAL CIRCLE
GARDEN GROVE, CA**

January 2024

PROJECT SCOPE OF WORK / REQUIREMENTS**BUS WASH EQUIPMENT REPLACEMENT****AT GARDEN GROVE BUS BASE****TABLE OF CONTENTS**

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PROJECT SCOPE OF WORK / REQUIREMENTS
FOR
BUS WASH EQUIPMENT REPLACEMENT AT GARDEN GROVE BUS BASE

1) OVERVIEW

The OCTA owns and operates the Garden Grove Bus Base (Bus Base) located at 11790 Cardinal Circle, Garden Grove, CA 92843. The bus base was constructed in 1977 and is currently operating 135, forty-foot-long buses. The existing bus wash equipment installed at the Bus Base has deteriorated and needs replacement in order to provide efficient bus maintenance operations.

OCTA is seeking a qualified Contractor/Vendor (Contractor) to provide a turn-key system to replace the existing bus wash system in the bus wash building at the Bus Base. The Contractor shall be responsible for all work required to design and install bus wash equipment replacement system and deliver a complete working system to OCTA. Contractor is responsible for all aspects of the scope of work. OCTA will not perform any work on the Project.

The Contractor is required to begin work promptly and proceed expeditiously and continuously without cessation or shutdown of project work unless otherwise specifically approved in writing by the OCTA project manager.

The new bus wash equipment system (System) shall be electric-powered and compatible with OCTA's existing bus operations. The new system shall include all new components ranging from pumps, tanks, controls, and plumbing, and all other components necessary for a high-quality, durable, and reliable bus wash system.

Contractor shall remove the existing bus wash system, purchase, deliver, install, and commission a new System. The intent of these specifications is to describe the minimum requirements necessary to furnish and install a new automatic, electric-powered System.

The Contractor is required to furnish all tools, qualified labor, material, equipment, qualified superintendence, services, assurances, guarantees, and assumptions of risk and responsibility, necessary for the performance of the project work as set forth in the agreement and in these specifications.

The project work under this contract consists of bus wash equipment replacement in the bus wash building of the Bus Base, and related work of repair and paint of walls, roof, and other structural supports affected by the removal and replacements during the project work.

Other features of the scope of work include:

- Repair of existing adjacent storeroom floor, walls, and roof affected by removals and installation of new bus wash equipment.
- Removal and replacement of all existing signs, inside and outside bus wash, as well as other markings and signs, which were damaged by project work.
- Testing of bus wash system.

Additionally, the Contractor shall provide mobile bus wash service during the project to wash 20 OCTA buses a night, six (6) nights a week. OCTA will designate the mobile bus wash location on-site. Coordination with OCTA is required at least one (1) week prior to closure of the bus wash building for the project.

Mobile bus wash services shall use their own water supply with treated water such as deionized water to facilitate washing operations and reduce spots. Mobile bus wash operations shall use a washing mat with perimeter containment for recovery of bus washing water operation run-off. The washing mat shall be set up and removed at completion of each night's bus washing window which is from 6:00 pm to 2:00 am, Monday through Saturday. Contained and recovered water from mobile bus wash operations may be disposed of in the clarifiers at the Bus Base or offsite as part of the Contractor's normal mobile bus wash operations.

2) REMOVALS

- a. Remove, and dispose off-site, all equipment including all electrical, mechanical, and plumbing equipment for installing all new bus wash equipment. Dispose off-site all bus wash equipment and accessories removed from the bus wash building and adjacent storeroom.
- b. Remove existing bus traffic signal system at entrance to bus wash, including all electrical conduits, conductors, and supports back to the electrical panel breaker in the storeroom.
- c. Remove all equipment supporting arches, and connected water supply hydraulic horizontal and vertical piping and supports, including all brushes, towels, curtains, connecting arms, couplers, hangers, brackets, headers, nozzles, valves, and other accessories.
- d. Remove all connected electrical j-boxes, conduits, and conductors in the bus wash, back to the electrical panel in storeroom.
- e. Remove all bus wash control system panel box in storeroom, for both lanes 1 and 2, and remove speed control panel and equipment, including electrical conductors, j-boxes, and accessories. Additionally, remove speed control panel conduits and other accessories which run through the wall between bus wash building and storeroom.

- f. Remove hydraulic tank in storeroom, including the turbines, motors, pumps, and the connected piping, and dispose offsite legally. Collect remaining hydraulic oil inside tank, and legally dispose off-site.
- g. Remove existing bus wash related items embedded in wall or wall mounted equipment, panels, conduits, inserts, sleeves, signal system, and accessories.
- h. Remove and replace the outside existing R. O. tank on the south-west side of the storeroom.
- i. Protect in place equipment in the storeroom, connected to bus hoist lift in the steam clean area, which is on the north of the bus wash building, and all other equipment to remain.
- j. Dispose off-site, legally, of all removed equipment and accessories.

3) BUS WASH SYSTEM SPECIFICATIONS

3.1 General Descriptions and System Criteria

- A. The new System shall be a heavy-duty touchless automatic electric-powered System capable of washing a high volume of buses, with or without bike racks, in a repeated manner.
- B. The System shall be operated automatically, capable of washing the front, rear, sides, and top of each bus during a single pass in a timely and efficient manner. Contractor shall address the wash time for each bus in its proposal to OCTA.
- C. All new bus wash equipment shall be energy efficient and shall be compatible with the existing operations at the Bus Base. At a minimum, the new System shall include all new equipment to replace the existing equipment listed in Attachment A, as applicable, and/or better improvements acceptable to OCTA. Contractor shall refer to the following attachments:
 - Attachment A – Existing Bus Wash Equipment,
 - Attachment B – Existing Conditions Photos,
 - Attachment C – Record Drawings, and
 - Attachment D – Bus Fleet Drawings and Technical Data for reference.

Contractors are required to verify all existing field conditions.

- D. The new system shall be complete with all control systems, metering devices, drive motors, pump stations, blow dryers, brush assemblies, and all related appurtenances as required.

- E. The new System shall be high-efficiency and electric powered. It is the Contractor's responsibility to evaluate the existing electrical system at the Bus Base and upgrade it as necessary to accommodate the new electric-powered System.
- F. All components of the System, including the water reclamation system, shall be new. No reuse of any existing components besides the bus wash building, shall be allowed. Any damage to the bus wash building shall be repaired/restored at the Contractor's expense to the existing conditions and the OCTA Project Manager's satisfaction.

3.2 Performance

- a. The manufacturer or supplier of the bus wash system shall be responsible for the design of the bus washer that satisfactorily washes OCTA's bus fleet at the Bus Base.
- b. The washer shall remove all visible, heavy dirt accumulation and most of the road film from all surfaces of the buses.
- c. The Contractor of the bus washer shall be responsible for the performance of the bus washer, as specified, and shall modify the system as necessary, without additional cost to OCTA, to provide satisfactory performance.
- d. The manufacturer or supplier of the bus washer shall:
 - Assemble and test all equipment at the factory prior to shipment to the Bus Base. Hydrostatically test pressurized equipment at two (2) times the operating pressure.
 - Balance all equipment statically, dynamically, and
 - Hydraulically test all factory wired control panels for proper operations, as designed and required.
- e. The entire new System shall fit within the existing bus wash building. The new reverse osmosis (RO) tank shall be located at the existing tank location.
- f. The primary wash arch shall be equipped with full-overlapping turbo spray nozzles to ensure all sections of the bus body are covered, and no sections are missed.
- g. All structural components, unless otherwise specified, shall be designed to comply with the California building structural and seismic code requirements. The design shall be done by a licensed professional structural engineer registered in the state of California. The Contractor shall obtain approval from the City of Garden Grove and submit a copy of the approved structural design to OCTA.
- h. Wheel guide rails shall be provided for the length of the wash bays. The guides shall include standard entry guide rails.

- i. Entrance and exit of the wash bays shall be integrated into the System control program to automatically activate as a bus enters and leaves the bus wash building.
- j. To ensure minimum downtime and operational costs, the bus wash design shall utilize nonproprietary components that are readily available in the general marketplace, without being dependent on a single supplier or replacements parts and/or components whenever practical. At least one (1) spare part shall be provided to OCTA at the end of project for the parts that need to be replaced periodically defined as more often than once every two (2) years.

3.3 INSTALLATION

- a. The contractor and manufacturer of the System shall be responsible for the supply of necessary equipment, materials, labor, services, and permits for the complete assembly and erection of the equipment so that it is ready for operations as per all applicable specifications, codes, and regulations.
- b. The System shall be installed by the Contractor and connected to the bus wash building by the Contractor.
- c. The System shall be installed in accordance with the Contractor's approved submittal, plans, shop drawings, and manufacturer's instructions.
- d. Positioning: Contractor shall place equipment in accordance with any noted special positioning requirements generally level (or slight slope as required), plumb, and at right angles to adjacent work.
- e. Fitting: Where field cutting or trimming is necessary, perform in a neat, accurate, and professional manner without damaging equipment or adjacent work.
- f. Anchorage: Use fastenings as specified. Attach equipment securely to prevent damage resulting from inadequate fastenings. Fasteners shall be installed to avoid scratching or damaging adjacent surfaces.
- g. Upon completion of work, finished surfaces shall be free of tool marks, scratches, blemishes, and stains. Install anti-rust paint on metal structural components.
- h. As part of the installation of the new System, the Contractor shall install all equipment, items, and components, which shall conform to the codes of the City of Garden Grove and other agencies having jurisdiction (AHJ) over the project work.
- i. Start-up and commissioning of the System shall be performed by the System Contractor or manufacturer.
- j. Training of facility employees shall be performed by the System Contractor or manufacturer.

4) CUTTING AND PATCHING

- A. Cutting and patching is required in areas where walls, roof, and other building elements of bus wash have been damaged and affected by project work.
- B. Where affected or damaged by project work, repair and finish damaged surfaces and background to the condition before work began. Match repair material, paint, and finish to the nearest joint.
- C. Re-paint all curbs, traffic striping, legends, parking stalls, numbers, signs, and paving erased by project work, and as existed before project work began.
- D. Damage to adjacent or OCTA property shall be repaired, at the Contractor's expense, to the condition that existed before project work started and to OCTA's project manager's satisfaction. Repaired and refinished surfaces are required to match adjacent and similar improvements finishes in the vicinity. For continuous surfaces, refinish with material and paint to nearest intersection of different building elements, or natural break in structure or material joint.
- E. Replace equipment or appurtenances damaged due to cutting or patching work during project work. Provide material quality to a level equal to or better than that which existed before beginning of project work. Do not paint partial surfaces; paint the entire area of the surface under consideration. Execute removal, cutting, and patching by methods to avoid damage to adjoining work or surface, and which will provide appropriate surfaces to receive final finishing.

5. FIELD ENGINEERING

- A. Contractor shall locate and protect all above and below ground utilities, equipment, buses, cars, and appurtenances in and outside the bus wash. Contractor shall review OCTA previous record drawings of bus wash for underground utilities and field verify all utilities that may affect project work activities before removal work. Contractor shall utilize an independent utility locator company to locate all utilities that may be damaged by project work activities and determine if there are any utility lines in conflict with project work. Contractor shall promptly report and repair to the OCTA project manager's satisfaction disruption in utilities caused by project work. Contractor shall repair disruption of utilities immediately for OCTA's bus operation and maintenance to continue uninterrupted.
- B. Contractor shall provide fences, barricades, and traffic signs around project work area, Contractor's equipment laydown area, and excavations. Contractor shall provide flashing lights from dusk to dawn at entrance and exit of project area. Contractor shall cover excavations with steel traffic plates at all times.
- C. Contractor shall verify and note all existing dimensions and locations of the existing equipment and structural (columns) elements of the building before starting work. Contractor shall record all existing dimensions and submit this record to OCTA before commencing any removal work.

- D. Layout and Control of the Work: Contractor shall establish elevations, lines, and grade for all work under this contract. Contractor shall locate and lay out by instrumentation and similar appropriate means, columns and other structural items of the project work.
- E. Contractor shall match the finished grade and slopes inside bus wash to the existing grade and slopes to ensure positive drainage to the existing drains of the bus wash.
- F. Any utilities and power shutdown shall be coordinated with OCTA at least one (1) week prior to the shutdown. All utilities and power shall be restored for the bus base operations at the end of the project workday, no later than 4 p.m. Duration of outages and shutdowns shall not hinder normal bus operations and maintenance of the bus facility. In case of accidental damage to power or utility lines, repair power or utility line immediately, provide alternate source of power to keep facility operation during the repair period.
- G. Contractor is required to take all precautions during project work to prevent damage to OCTA buses, property, equipment, under and above ground utilities, and OCTA personnel. All precautions are to be taken per CAL-OSHA code to prevent accidents, and damage to adjacent OCTA property and appurtenances.
- H. Project work activity shall be within normal work hours between 7:00 am and 4:00 pm Monday through Friday. The Bus Base operates 24 hours a day seven days a week and must remain operational during the project. Contractor shall coordinate with OCTA Project Manager if any potential disruption in the Bus Base operations during the project are anticipated.
- I. The Contractor will be required to replace bus wash equipment without interruptions to the OCTA bus operations and maintenance work at the bus base, which will continue uninterrupted during the project.
- J. The Contractor is required to take precautions necessary and be responsible for maintaining electric power, lights, signs, non-project-related equipment, above and below ground utilities, and temporary facilities.

6) COORDINATION WITH OCTA AND LOCAL AGENCIES

- a. Contractor shall be responsible for obtaining all required work permits and inspections from the City of Garden Grove, and other jurisdictional agencies which have jurisdiction over the work. Contractor shall comply with applicable City of Garden Grove, Federal, State, county, and laws and regulations pertaining to the project work. Contractors are required to submit final approved inspection signed cards by the Garden Grove City inspector to OCTA at the completion of project work, and from various other agencies having jurisdiction over the work.
- b. Contractor shall obtain all work permits and inspections required by utility companies including Southern California Edison (SCE), and other utility companies, which have jurisdiction over the work. Contractor shall coordinate with utility companies to locate

utilities so that under and above ground utility's locations are clearly marked for the duration of project work and are not damaged or interrupted by project work.

- c. Contractor shall procure hot work permit for welding from OCTA facility staff, before beginning welding operations, and store fire extinguishers on site for Contractor's workers use, in case of fire.
- d. Contractor shall notify OCTA a minimum of three (3) working days before beginning project work.
- e. Contractor shall comply with OCTA's bus base industrial SWPPP Plan, which complies with the Statewide General Permit for Storm Water Discharges Associated with Industrial Activities (IGP) order number 2014-0057-DWQ or the latest order. Contractor shall prepare and submit a best management practices (BMP) plan for OCTA's review and approval; and shall implement the BMP plan on site and maintain the BMPs for the duration of the project. Use BMPs included in the Construction Site Best Management Practices (BMP) Manual prepared by the California Stormwater Quality Association, website www.cabmphandbooks.com.
- f. Contractor shall include in the Contractor submitted BMP Plan, for cleanup of accidental spillage of toxic or detrimental materials or oil spills from equipment, and for restoration of facility damaged thereby to near-natural conditions. Contractor shall install BMP measures to avoid project related water entering the OCTA storm drain inlet, county storm water channel, gutters or swales on site in compliance with the county and OCTA SWPP plan.

7) LEGAL RELATIONS AND RESPONSIBILITY

- A. Contractor shall observe and comply with laws, ordinances, regulations, and orders of authorities having jurisdiction over the project work.
- B. Contractor shall protect and indemnify OCTA and its officers and employees against claims and liabilities arising from or based on Contractor's violation of a law, ordinance, regulation, or order.
Contractor shall notify OCTA in writing within 24 hours of accidents or injury to persons or damage to OCTA, public or private property. Contractor shall be responsible and liable for all damages and injuries.

8) PROJECT MANAGEMENT COORDINATION

A) PROJECT WORK SCHEDULE

A project work schedule shall be submitted to OCTA by the Contractor for review and approval within five (5) business days after the execution of the agreement. The schedule shall include all activities, sub-activities, start dates, submittal dates, completion date, and durations of activities, and shall indicate a logical sequence for completing the work within the allotted time. The schedule shall account for interface

with OCTA and authorities having jurisdiction over the project work, and OCTA review time in the schedule.

The detailed schedules shall be of the bar chart or network diagram method, at the Contractor's option. The schedule shall be comprehensive, beginning from the notice to proceed, submission of submittals and approval time by OCTA, equipment procurement time, cover project work activities at the site, removals and installation of equipment, testing and inspection, and closeout final inspection, completion of punch list items, and submission of closeout documents and materials. OCTA will review schedule and return to Contractor for revisions within two weeks. Contractor shall resubmit the work schedule within a week with the corrections required by OCTA.

B) PROJECT MEETINGS

Project Kick-off Meeting

1. OCTA will schedule the pre-project kick-off meeting after issuance of the signed fully executed agreement to the Contractor.
2. OCTA will distribute a notice of this meeting, along with an agenda of the subjects to be addressed at least one (1) workday prior to the meeting.

Periodic Progress Meeting

Progress meetings will be scheduled and conducted monthly or more frequently if necessary.

Pre-installation site Meeting

The OCTA and Contractor shall conduct a pre-installation meeting at the project site before beginning project work activity that requires coordination with OCTA facility staff, OCTA bus operations and bus maintenance staff, and other contracts work on site.

Project Closeout Meeting

OCTA will schedule and conduct a project closeout meeting when the Contractor informs OCTA that the project work is substantially complete. The meeting will review project work and create a punch list of items to be corrected or completed, closeout document requirements, and responsibilities related to project closeout.

9) SPECIAL PROJECT PROCEDURES

- A. Contractor shall protect OCTA property, buses, equipment, utilities, landscaping, and accessories on site during project work.
- B. Contractor shall coordinate project work to allow OCTA staff cars and buses adequate passage to enable the buses and cars to continue to pass through the adjacent bus driveway and parking areas. Contractor may not block driveways or bus parking stalls with trucks and Contractor's equipment. Contractor shall

provide adequate passage for OCTA buses and staff cars to park in adjacent bus parking stalls during project work.

- C. Contractor shall dispose of debris, daily off-site, in a legal manner. Contractor shall dispose of all removed existing bus wash equipment, removed parts, and accessories that are removed, and legally dispose of them off-site.
- D. OCTA facility manager will provide Contractor with an equipment and material laydown area. Provide a fence to enclose the laydown or staging area. The Contractor shall submit a staging plan required for storage of his equipment, material, tools, workers toilet, hand wash, and other accessories for review and approval by OCTA. The staging plan must be accepted by the OCTA prior to undertaking work in accordance with the staging plan. The OCTA facility manager will assign staging areas for Contractor's use.
- E. Contractor shall preserve existing OCTA buildings, fences, walls, equipment, and utilities during project work, and replace any fences, walls or utilities damaged during the project work to the satisfaction of the OCTA.

10) OWNER SAFETY REQUIREMENTS

The Contractor shall comply with OCTA Level 3 Health, Safety and Environmental Specifications in the contract documents. Submit all required documents listed in the specifications for approval by OCTA's Health, Safety and Environmental (HSE) Department.

11) QUALITY ASSURANCE / QUALITY CONTROL

- A) Quality Control for testing will be required by OCTA, City of Garden Grove or other regulatory agencies having jurisdiction over the project. The Contractor shall cause all tests and inspections required by authorities having jurisdiction to be made for project work under this contract, including City of Garden Grove, Fire Department, Health Department, AQMD, SCE, and other utilities. Scheduling, conducting, and paying for such inspections shall be solely the Contractor's responsibility.
- B) Inspections and Tests by Manufacturer's Representatives: Contractor shall cause all tests and inspections specified to be conducted by materials or systems manufacturers to be made. Additionally, all tests and inspections required by materials or systems manufacturers as conditions of warranty or certification of project work shall be made, the cost of which shall be included in the contract sum.
- C) Test and Inspection Reports: After each inspection and test, one copy of testing and inspection report shall be promptly submitted to the OCTA, City Inspector, and to the agency requiring the testing.
- D) The Contractor shall cooperate by making project work available for inspection by OCTA designated testing and materials inspection agency, City of Garden Grove, or any other agency requiring inspection of project work.

- E) Contractor shall provide all information and assistance as required, including that by and from subcontractors, fabricators, materials suppliers, and manufacturers, for verification of quality of work by OCTA contracted agency or other agencies.
- F) The OCTA project manager will contract an independent testing and inspection agency for inspection of project work. The contracted inspector and OCTA's consultant will have full access to the work and a reasonable time for inspection to ascertain whether or not the work is performed in accordance with the requirements and intent of the contract. No work shall be covered, or materials used without making the work or materials available for inspection by the OCTA project manager. If the OCTA project manager requests, the contractor shall, at any time before acceptance of the work, remove or uncover such portions of the finished work as may be directed.
- G) Contractor shall submit to OCTA final sign-off inspection cards for the project from the City of Garden Grove.

12 TEMPORARY FACILITIES AND CONTROLS

For Temporary Facilities and Controls, Contractor is required to provide and install:

- A. Temporary Electricity: Contractor shall connect to existing power service at location as directed by facility manager. Power consumption shall not disrupt OCTA's need for continuous service. Disconnect all electrical power at the end of workday.
- B. Temporary Fire Protection: Maintain temporary fire protection facilities of the types needed until permanent facilities are installed. Fire Extinguishers shall be portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- C. Provide temporary barriers, enclosures and fencing around work areas, and around welding operations. Provide barriers to prevent unauthorized entry to project work areas and to protect existing facilities and adjacent properties from damage from project work.
- D. Protect non-owned vehicular traffic, stored materials, structures on site from damage.
- E. On removal of temporary facilities, do progress cleaning. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

shall sweep with broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate trash and dust. Contractor shall remove waste materials, debris, and rubbish from site periodically during a workday and legally dispose of off-site at the end of each work- day.
- F. Contractor shall provide and pay for temporary utility services and facilities such as sanitary facilities for contractor's workers, telephone service, water service, electricity and internet service for construction and related activities.

13) MOBILIZATION AND DEMOBILIZATION

- A. Before mobilization, Contractor shall submit and have approved, all required submittals, including but not limited to project work schedule, SWPPP BMP Plan, Safety Plan, and other submittals as required for the project work. Consultant shall submit plan showing the installation of any pollution control/SWPPP features required for the project to be established on the site prior to initiating project work and maintained for the duration of project work and removed upon completion of work. The Contractor shall install pollution control features required by permits for the work. These features shall be maintained throughout the duration of project work and removed at the completion of work.
- B. Copies of all required permits from the City of Garden Grove and other jurisdictions shall be obtained prior to starting work. The Contractor shall obtain all necessary permits required by the local jurisdictions, City of Garden Grove to perform the work of this contract. The Contractor shall provide OCTA project manager with copies of all permits obtained prior to starting work.
- C. The Contractor shall provide personnel, equipment, temporary facilities, materials, tools, and supplies at the worksite at the time they are scheduled to be required.
- D. The Contractor shall locate plant or equipment appropriately close to the portion of the work for which it will be used in laydown space assigned by OCTA facility manager.
- E. Upon completion of the work, the Contractor shall remove all equipment, temporary facilities, tools, apparatus, equipment, unused materials and supplies, plant, and personnel from the worksite and shall leave the worksite in a clean and satisfactory condition as approved by OCTA project manager.

14) CLEANING

- A. Contractor shall provide all labor and equipment required to remove trash, waste, and broom clean project sites as required, including surrounding areas affected by project work activities. Contractor shall provide all labor and equipment required to load, haul, and legally dispose of all waste, trash and debris off-site at the end of each workday throughout the duration of the project. Contractor shall pay all dump fees required to legally dispose of waste materials, clean, and wash adjacent bus parking areas and driveways affected by project work.
- B. Contractor shall execute a thorough final cleaning prior to completion of work review by the OCTA project manager. Contractor shall Clean surrounding areas affected by project work. Clean and repair all surrounding areas and site appurtenances such as curbs, gutters, swales, storm drain, platforms, equipment, vents, fences, Apex boxes, lights, concrete pedestal, landscaping, and driveways. Repair equipment, curbs, surrounding driveways, landscaping, and the site affected or damaged by the project work. Provide thorough brooming and washdown of bus wash floor. Remove all oil, concrete, debris, and paint from the surfaces mentioned. Remove waste and

surplus materials, rubbish, and temporary facilities, utilities and controls from the site. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials, from sight-exposed finished surfaces, polish surfaces for a clean finish. Repair damage to any existing bus wash curbs, gutters, or building elements, or structures outside the building damaged by project work.

- C Remove concrete, asphalt, oil, grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, concrete material, and other foreign materials from all visible exterior surfaces of bus wash. Remove dust from all horizontal surfaces not exposed to view, including equipment, light standards, curbs, utilities, apex boxes, inside bus wash equipment, and plumbing fixtures on site affected by project work.
- D Repaint the entire interior walls and roof of bus wash affected by project work.

15) CLOSEOUT PROCEDURES

Preliminary punch list review: At Contractor's request, the OCTA Project Manager will attend a preliminary contract closeout review of project work within seven days of completion of project work. The OCTA Project Manager, Facility Manager and Contractor shall conduct a walk- though of the project site to inspect and review project work for completeness of the project work. After inspection of site, the OCTA Project Manager will prepare a typewritten list of items (punch list) to be completed and corrected by Contractor. The Contractor is required to complete and correct the punch list items before requesting review and re-inspection of the project work. the Contractor shall complete the following before reinspection:

- A. Fully clean and clear site of temporary facilities and controls.
- B. Prior to the second inspection and review, complete all punch list work, testing, inspection, balancing, sterilization and cleaning of the project work area.
Obtain final City of Garden Grove Inspection and City final sign-off required for the Project. Provide original final sign-off City cards to the OCTA.
- C. Submit specific warranties, guarantees, maintenance service agreements, final certifications, and similar documents.
- D. Prepare and submit project record documents listed in closeout documents.
- E. Deliver tools, spare parts, extra materials, and similar items to location designated by OCTA. Label with manufacturer's name and model number where applicable.
- F. Test and Complete startup testing of systems. Submit test/adjust/balance records.
- G. Punch List Review: The OCTA Project Manager and the Facility Manager bus base manager will attend a second final inspection of the project, contract closeout review and conduct a walk-thorough of project site to review the completed and corrected punch list items.

On completeness of the project work, OCTA will record a Notice of Completion with the county.

16) CLOSEOUT SUBMITTALS

- A. At contract close-out, Contractor shall deliver the following Record Documents to the OCTA's Project Manager. Contractor shall accompany the submittal with a transmittal letter in duplicate, and submit both hard copies and copies in electronic format on a CD.
- B. Record Drawings: Contractor shall submit one set of full size marked-up record prints as-built drawings. Submit also as pdf electronic file on electronic media acceptable to OCTA Project Manager.
- C. Record Specifications: Contractor shall submit one set of Contractor's specifications for each equipment installed. Submit also as pdf electronic file on electronic media acceptable to OCTA Project Manager.
- D. Record Product Data: Contractor shall submit one marked-up copy of each product data submittal. Submit also as pdf electronic file on electronic media acceptable to OCTA Project Manager.
- E. Shop Drawings: Contractor shall submit one hard copy of reviewed and accepted shop drawings, as well as PDF files and AutoCAD files (2018) version on a CD ROM.
- F. Contractor shall submit Operations and Maintenance Manuals. Three hard copies and electronic files are required.
- G. Contractor shall provide City of Garden Grove final sign-off cards to OCTA.
- H. Guarantees, warranties: Contractor shall prepare and submit to the OCTA Project Manager warranties and guarantees as specified in the agreement.
- I. Certificates of Compliance and Test Report Submittals: Contractor shall submit to the OCTA Project Manager certificates and reports as specified, and required from manufacturers for warranty and guarantee purposes, and as required by authorities having jurisdiction. Certificates of Compliance shall be submitted by the Contractor to OCTA Project Manager for those materials and products for which no samples and test results are specified. The certificates shall state that the product complies with the respective contract specification.
- J. Contractor shall submit three paper copies of each of the above-listed documents.
- K. Contractor shall submit Operations and Maintenance Manual, which include a complete operation and maintenance directory. Title pages and directories must be enclosed in clear plastic sleeves.

- L. Contractor shall submit PDF electronic file on digital media acceptable to OCTA Project Manager. Assemble each manual into a composite electronically indexed file.

Requirements for Operations and Maintenance Manual

Each manual shall contain the following materials, in the order listed:

- a. Title Page, Table of contents, Manual contents by page number, Subject matter included in manual. Name and address of project. Names and contact information (telephone, E-mail) of major suppliers. List each product included in manual, identified by product name, indexed to the table of content of the volume, and cross-referenced to specification section number in project manual.
- b. Electronic Files: Submit electronic files for all closeout documents prepared by the Contractor.
- c. Manuals Hard Paper Copy: Contractor shall submit manuals in the form of hard copy, bound and labeled volumes, in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2 by 11-inch paper. Identify each binder on front and spine, with printed title, project name, subject matter of contents, and specifications. Indicate volume number for multiple-volume sets.
- d. Manufacturer's printed operating and maintenance instructions and part lists. operating and maintenance instructions for each item of equipment, setting forth in detail and step-by-step procedure of starting, stopping, operating, and maintaining the entire system as installed. Include a schedule of recommended maintenance intervals.
- e. Manufacturer's recommended special maintenance tools. List of spare parts and tools recommended and stock quantities for one year of routine maintenance.
- f. A copy of shop drawings for mechanical, electrical, and instrument equipment in final form.
- g. Certified equipment drawings or reviewed and approved shop drawing data clearly marked for equipment furnished.

17) WARRANTIES AND GUARANTEES

The Contractor shall deliver a product warranty covering the completed equipment installation. The warranty shall cover both Parts and Labor during its warranty term. The Contractor shall specify its warranty term in its proposal to OCTA.

18 DEMONSTRATION AND TRAINING

- A) After completion of all project work, and two weeks before scheduling training of OCTA facility staff, the Contractor shall provide a training manual to the OCTA project manager for review on the operation and maintenance of the bus wash system.
- B) In the Training manual, instructions for operations and maintenance of bus wash equipment and systems must be stated. Contractor shall provide a complete list of equipment parts, operation instructions, and maintenance instruction.
- C) The Contractor shall coordinate training with OCTA Project Manager, including providing notification of dates, time, length of instruction time, and course content.
- D) The Contractor is required to schedule at least two training sessions on the date and time required by the OCTA project manager. The training sessions are required to be videotaped and submitted with the Training manual to OCTA.
- E) At completion of training, Contractor shall submit complete training manual(s) for OCTA's use, including Basis of System Design, Documentation, Emergencies, Operations, Adjustments, Troubleshooting, Maintenance, and Repairs.
- F) Demonstration and Training Video Recordings: Contractor shall submit two electronic copies and two hard copies of the video recorded training instruction sessions at the end of project.

END OF STATEMENT OF WORK

ATTACHMENT A
**EXISTING BUS WASH
EQUIPMENT**

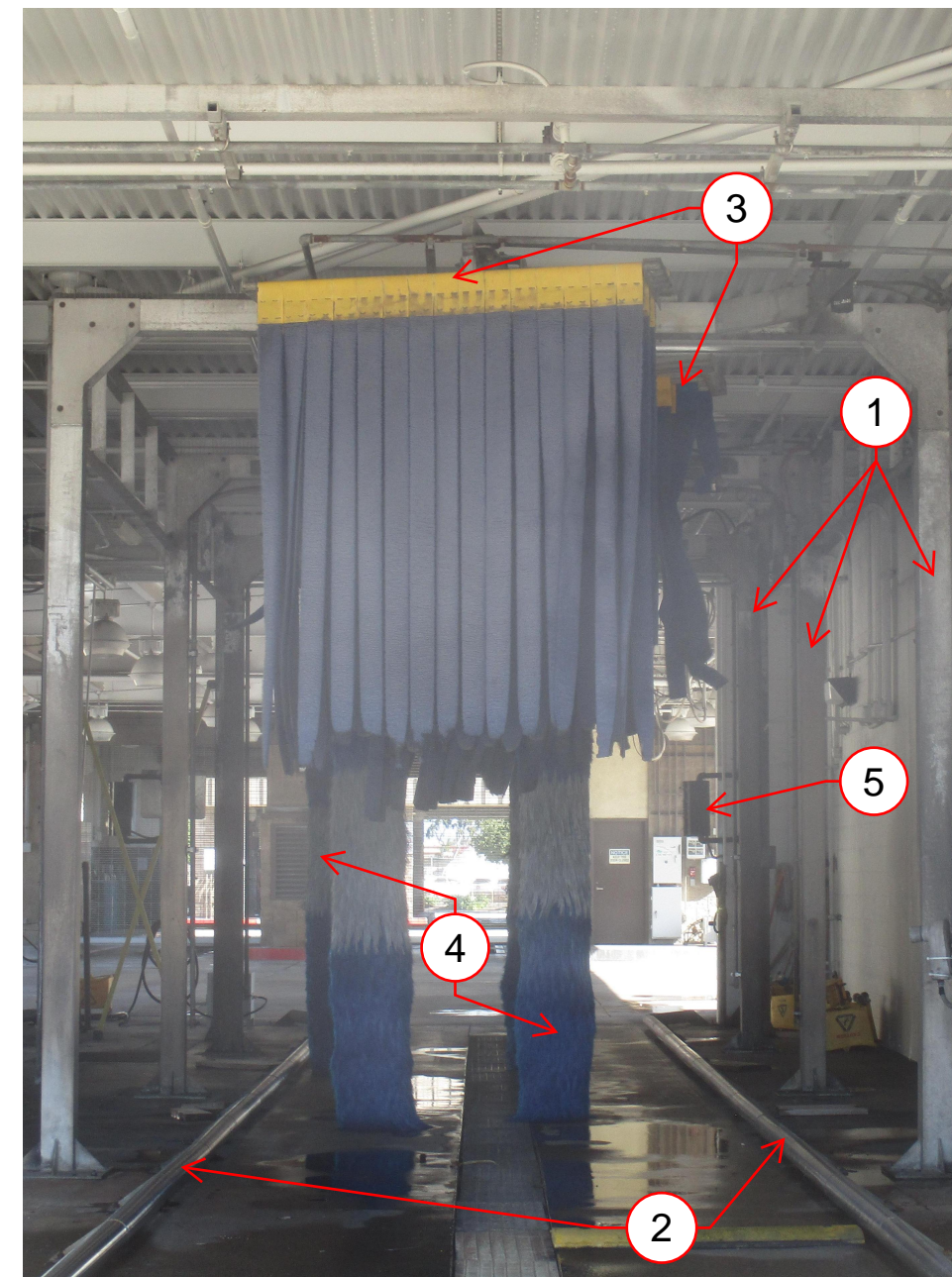
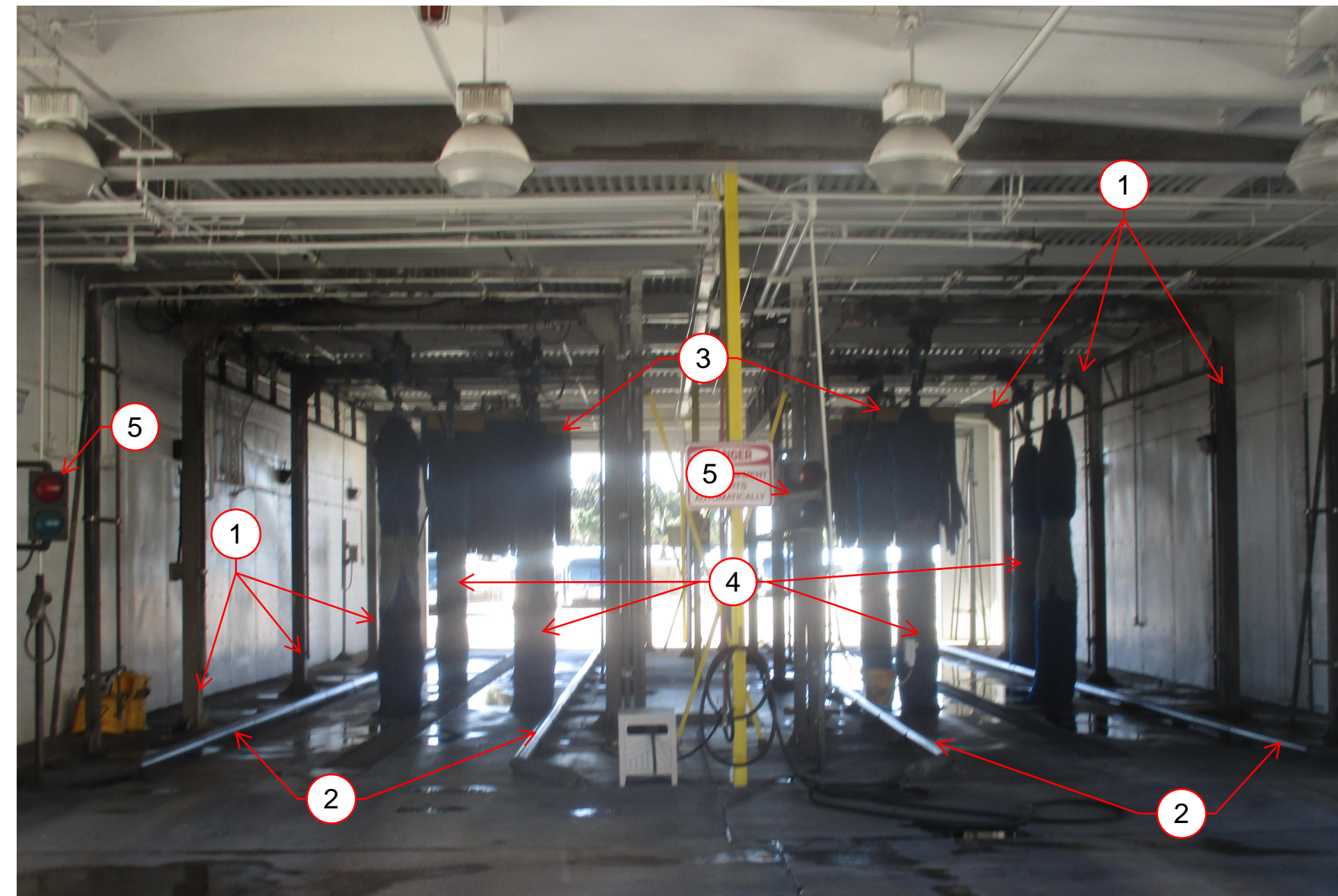
EXISTING BUS WASH SYSTEM AT GARDEN GROVE BUS BASE

The existing bus wash system includes (*):

- Rugged six-legged structural aluminum frame.
- 4 inches curb rail system, 7 inches high and 68 feet.
- Stainless steel entry skid plates.
- Dual counter oscillating top scrubber, 96 inches long cloth.
- Two pair wrap a round front, side and rear cleaning scrubbers, segmented and contoured to meet the vehicle configuration.
- Three emitter receiver electronic eye activation, detergent, brush and rinse.
- Dual final rinse arch, free standing.
- Brush package injection system by pass loop with positive displacement chemical pump (blue and white)
- Detergent arch injection system by pass loop.
- Air retraction system with automatic activation
- Air control includes filter, regulator, lubricator
- Vehicle counter
- Motor control system (UL approved) electro-mechanical relays only.
- Upgrade echo foam brushes (8 required)
- Dual detergent arch (2 required)
- Entry light 4 inches led traffic light (2 required)
- Speed control system (2 required)
- Speed control 4 inches led traffic lights. (4 required)
- Rear washing indicator light (2 required)
- 4 inches amber rear- pos indicator light (2 required)
- Control panel upgrades to interact with existing equipment (1 required)
- Air blower producer 10 hp (16 required)
- Eco blower nozzles (4 required)
- Air blower producer frames (2 required)
- Blower producer control panel (2 required)
- Smart gate (16 required), which reduces power consumption and reduces noise level
- Control panels (2 required)
- Curb rail for air blowers (23) feet per lane (46)
- Install bollards 6 inches diameter at exit end of the blowers
- Rinse aid injection pump (2 required)
- Rinse aid chemical (55)
- High lubricity detergent (55)

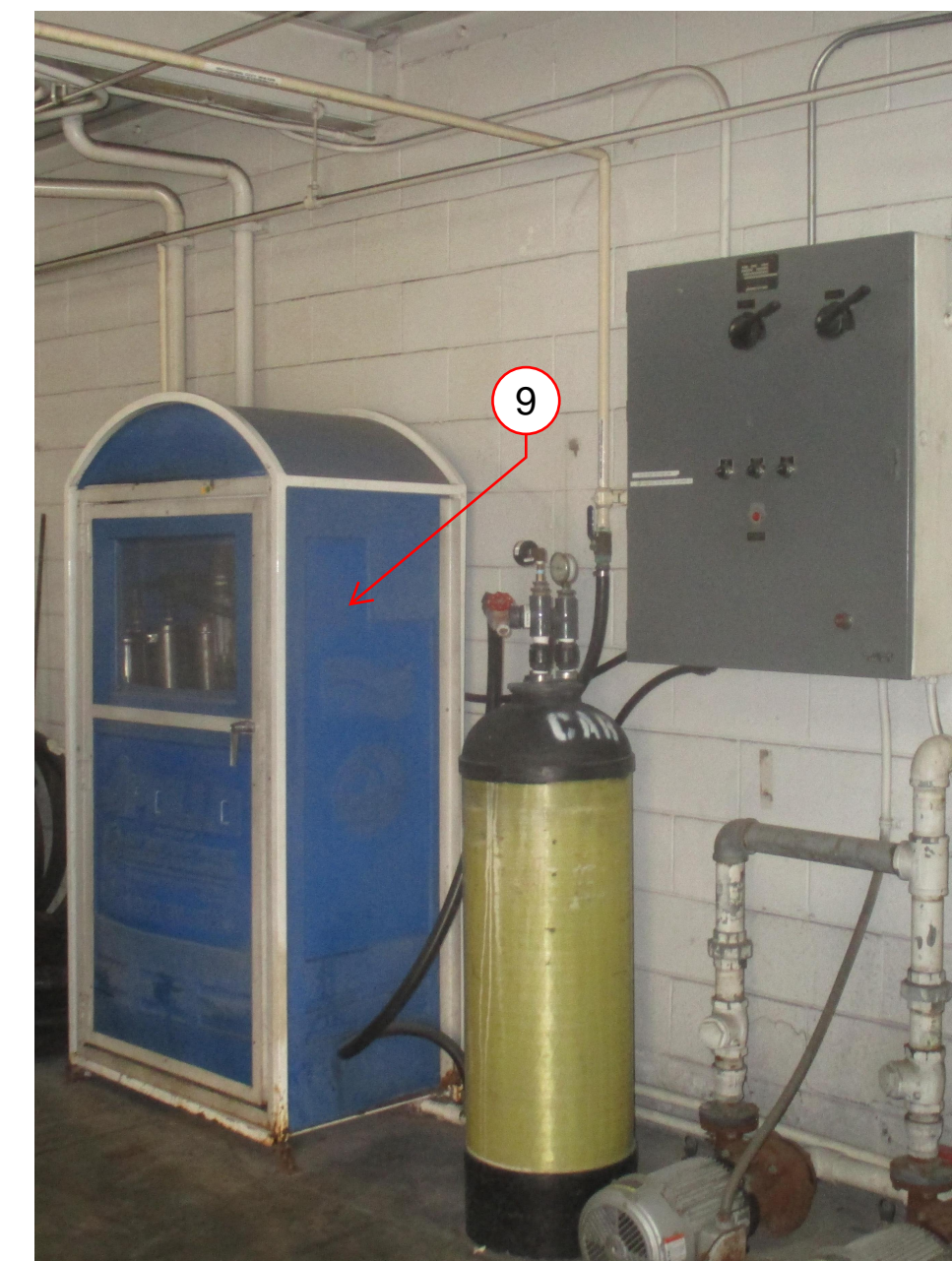
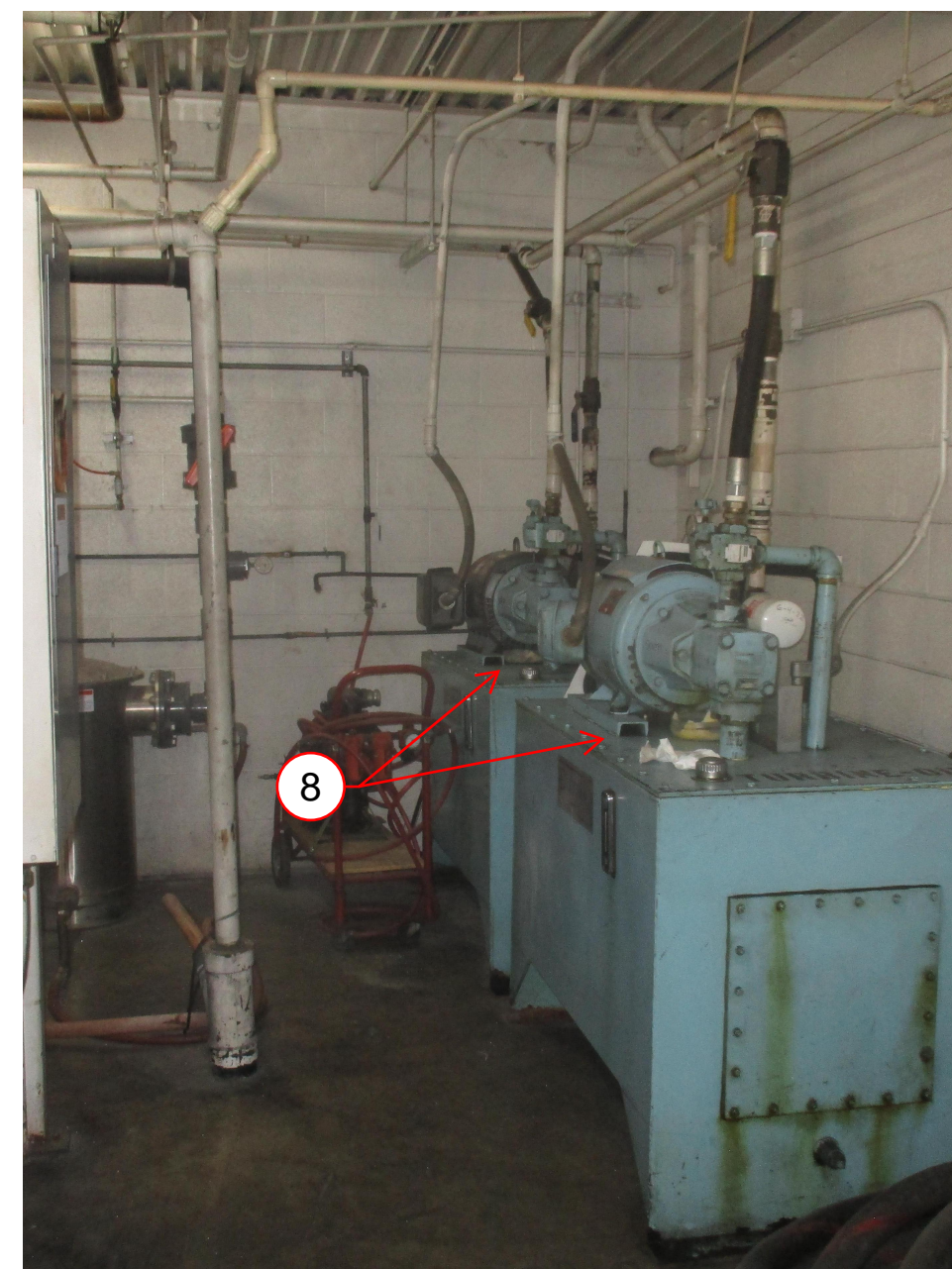
(*) Note: Contractor shall field verify all existing bus wash equipment/components at the Garden Grove Bus Wash Building.

ATTACHMENT B
EXISTING CONDITIONS



BUS WASH BUILDING - INTERIOR

NTS



STOREROOM - INTERIOR

NTS

KEYNOTES: 

1. (E) SIX-LEGGED STRUCTURAL ALUMINUM FRAMES
2. (E) CURB RAIL SYSTEMS
3. (E) TOP SCRUBBERS
4. (E) WRAP A ROUND FRONT, SIDE AND REAR CLEANING SCRUBBERS
5. (E) ENTRY LIGHTS
6. (E) RECYCLE AND CHEMICAL TANKS
7. (E) RECLAMATION WATER TANK
8. (E) HYDRAULIC TANKS AND MOTORS
9. (E) REVERSE OSMOSIS EQUIPMENT

**BUS WASH BUILDING EQUIPMENT REPLACEMENT
AT GARDEN GROVE BUS BASE**

EXISTING CONDITIONS

JOB #
DESIGN BY:
DRAWN BY:
CHECKED BY:
DATE
SCALE
SHEET

550 South Main Street
Orange, CA 92668
714/560/OCTA





BUS WASH BUILDING - EXTERIOR REVERSE OSMOSIS TANK

NTS



BUS WASH WATER RECLAMATION

NTS



**BUS WASH BUILDING EQUIPMENT REPLACEMENT
AT GARDEN GROVE BUS BASE**

EXISTING CONDITIONS

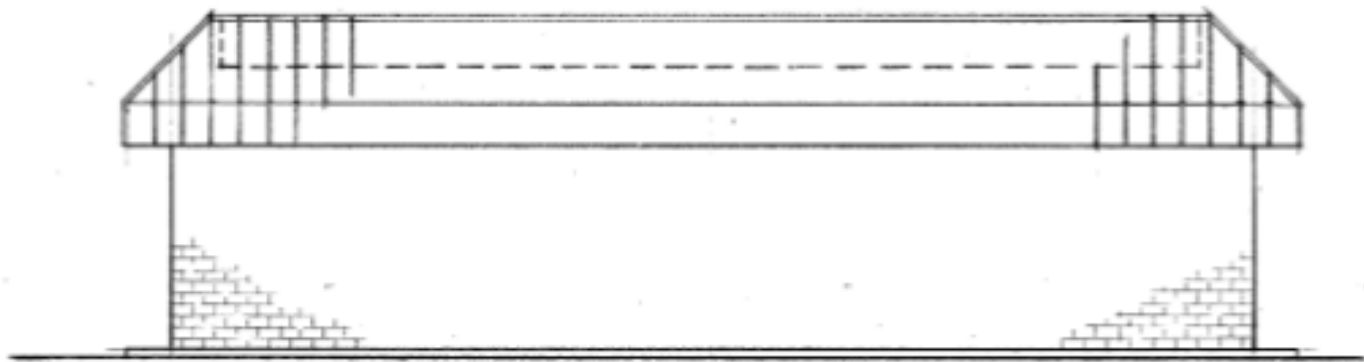
DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE:
SCALE:
SHEET:

50 South Main Street
Orange, CA 92668
4/560/OCTA



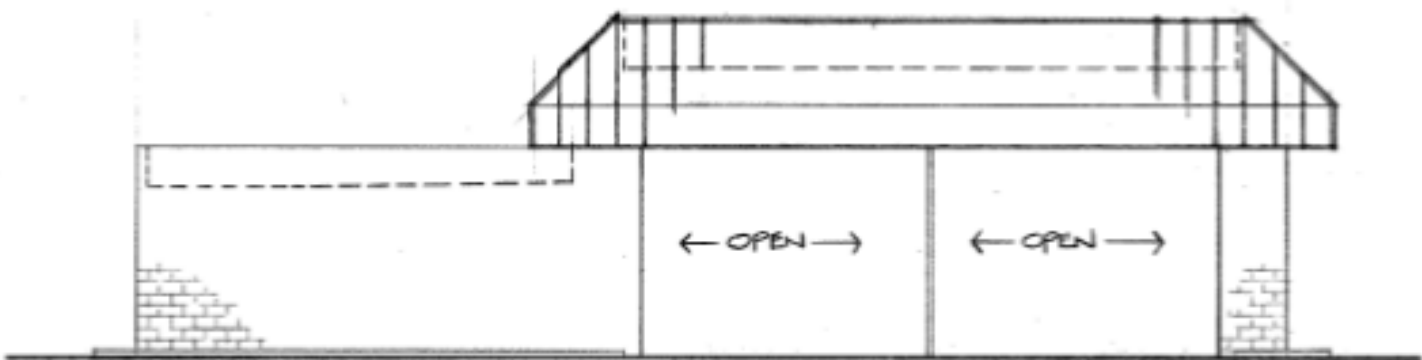
ATTACHMENT C
RECORD DRAWING

RECORD DRAWINGS ARE
FOR REFERENCE ONLY



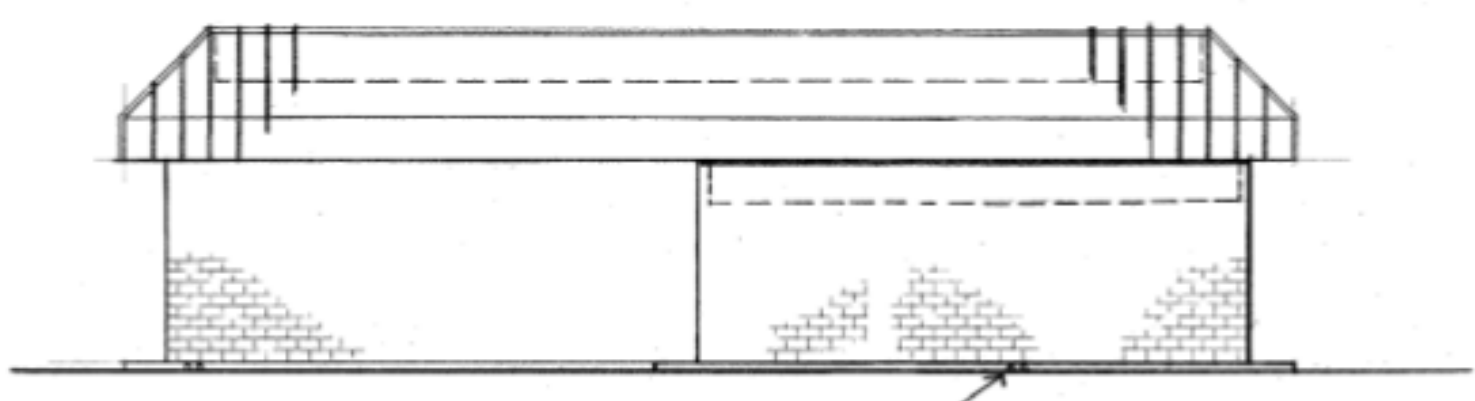
FOR TYPICAL NOTES, DIMENSIONS,
ETC., SEE WEST ELEVATION

NORTH ELEVATION



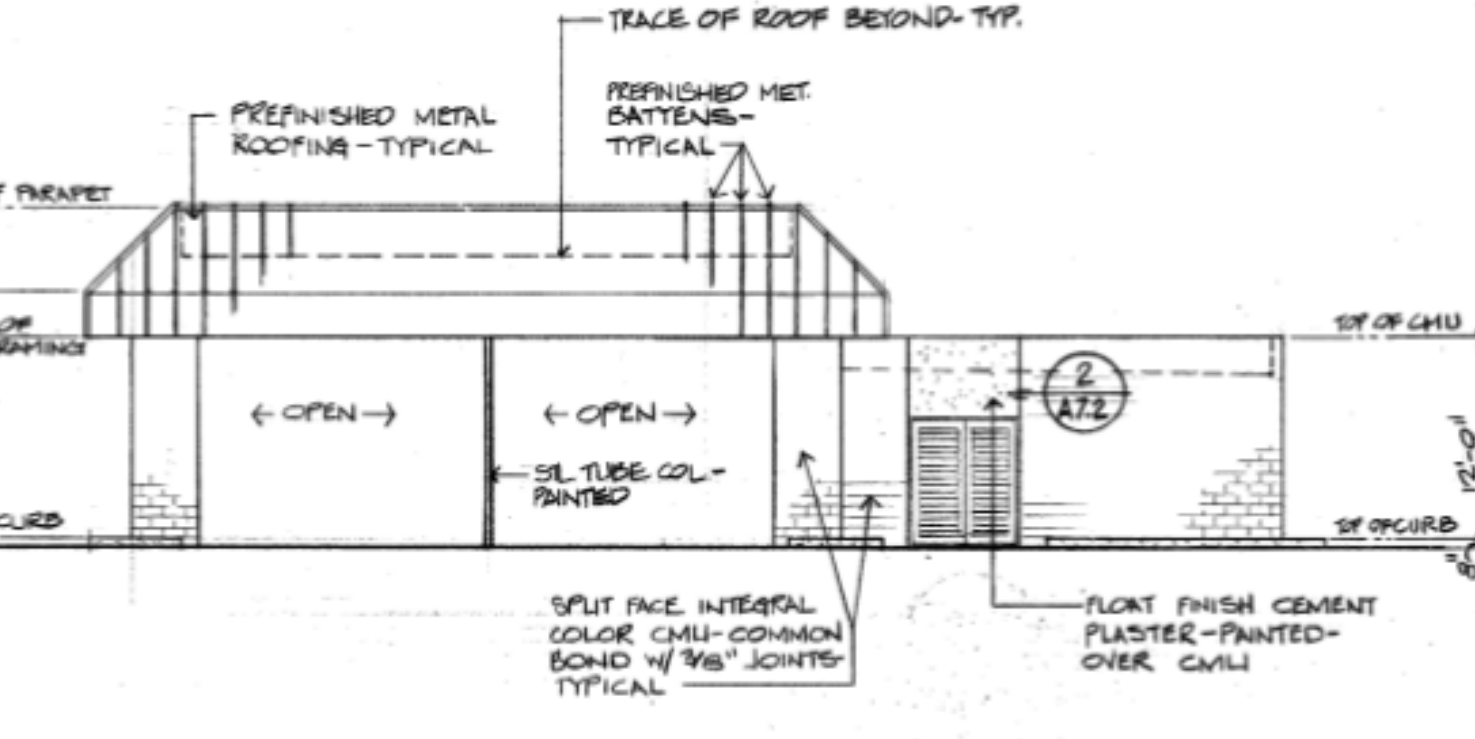
FOR TYPICAL NOTES, DIMENSIONS,
ETC., SEE WEST ELEVATION

EAST ELEVATION

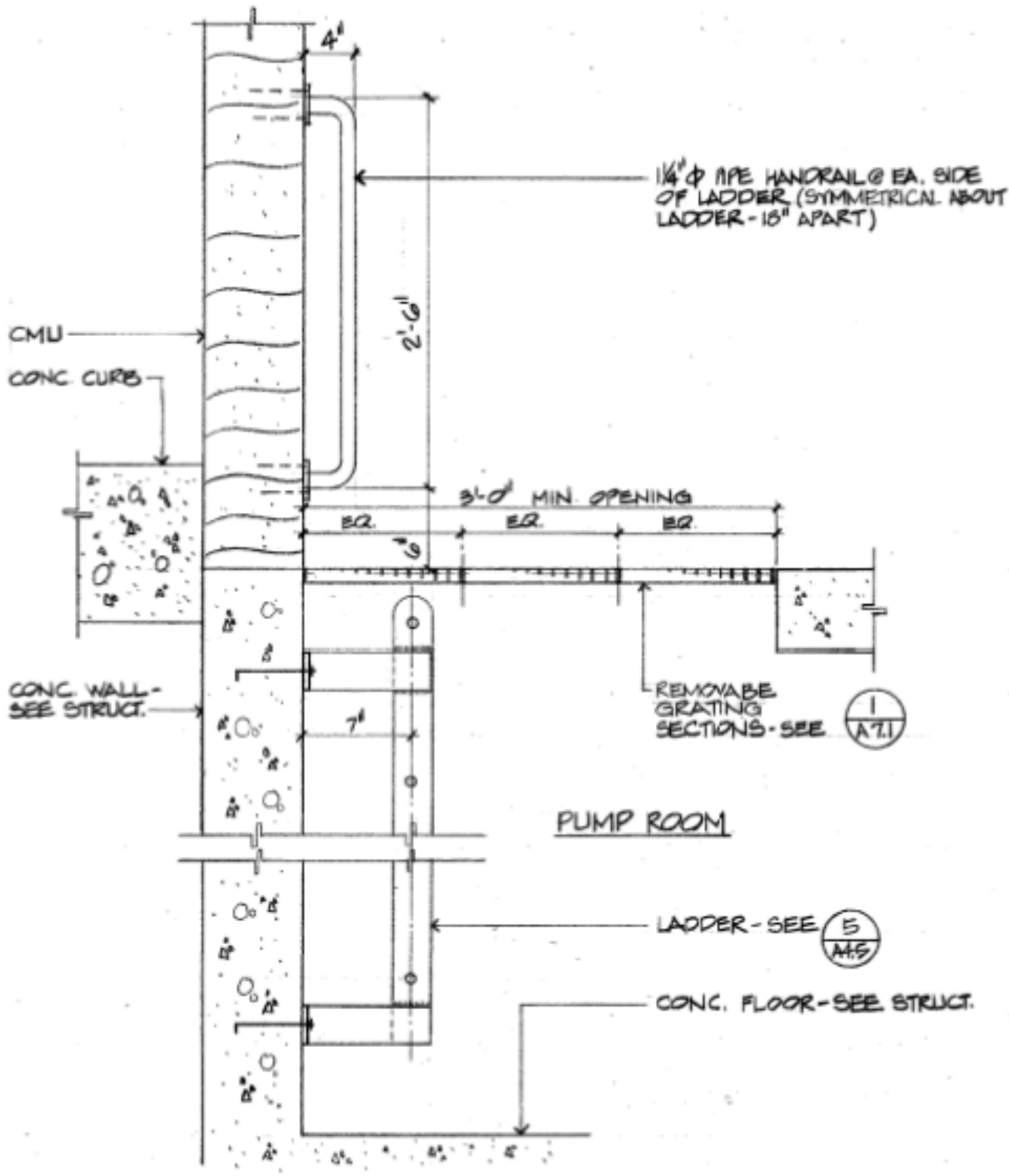


FOR TYPICAL NOTES, DIMENSIONS,
ETC., SEE WEST ELEVATION

SOUTH ELEVATION

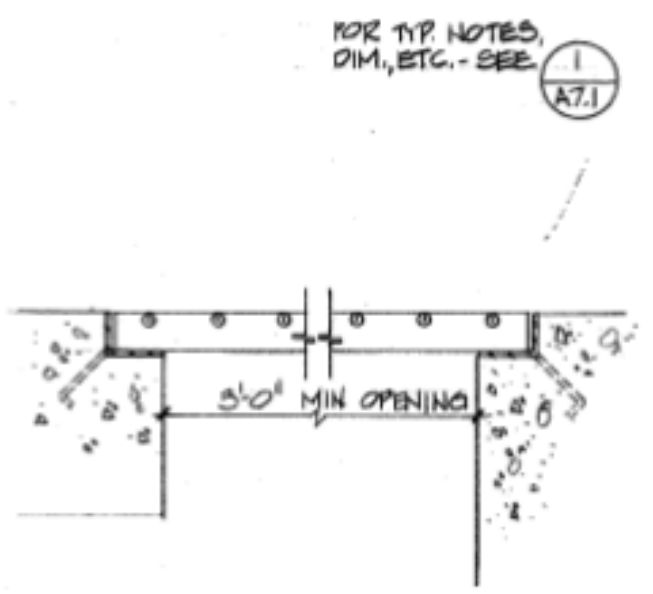


WEST ELEVATION



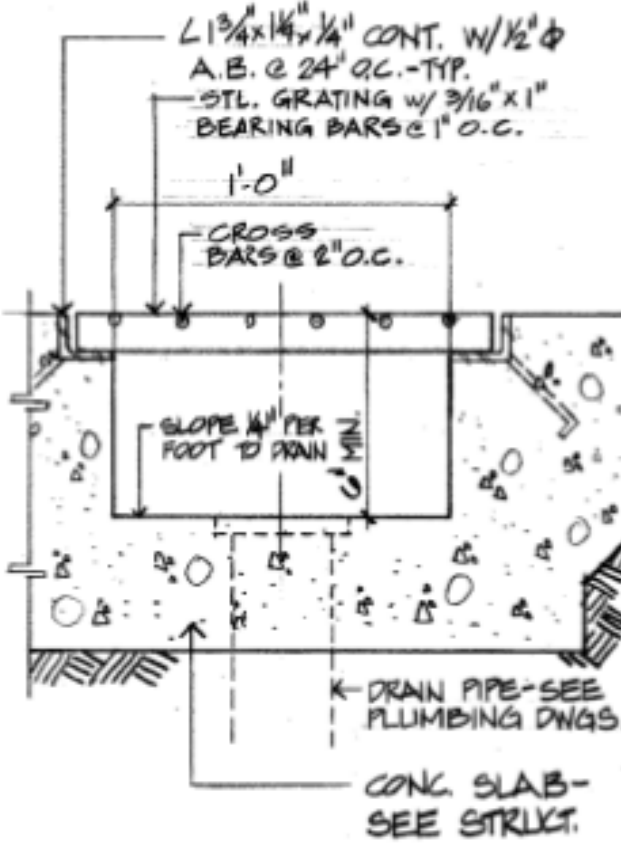
SECTION THRU PUMP ROOM ACCESS

3



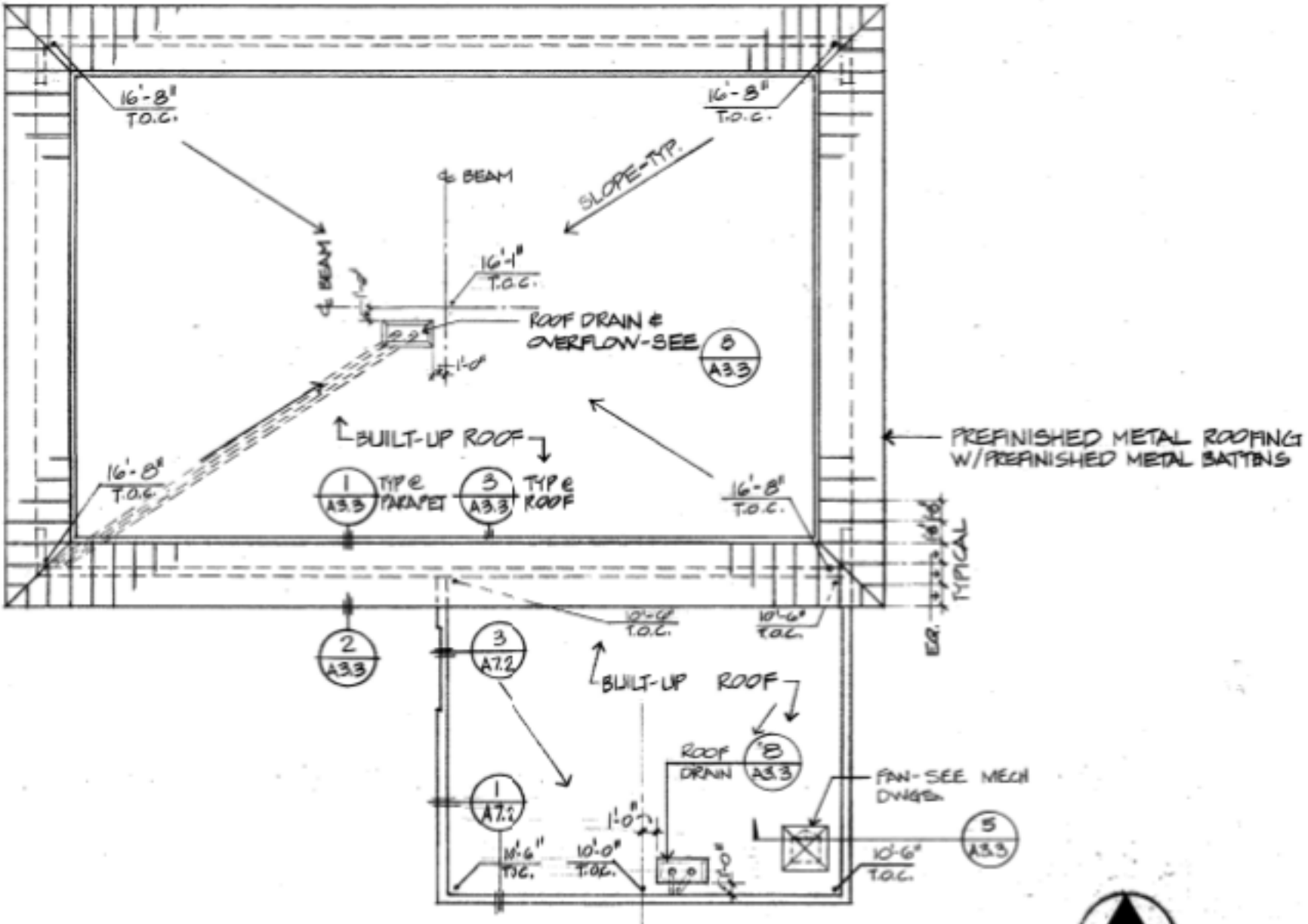
ACCESS GRATING

2

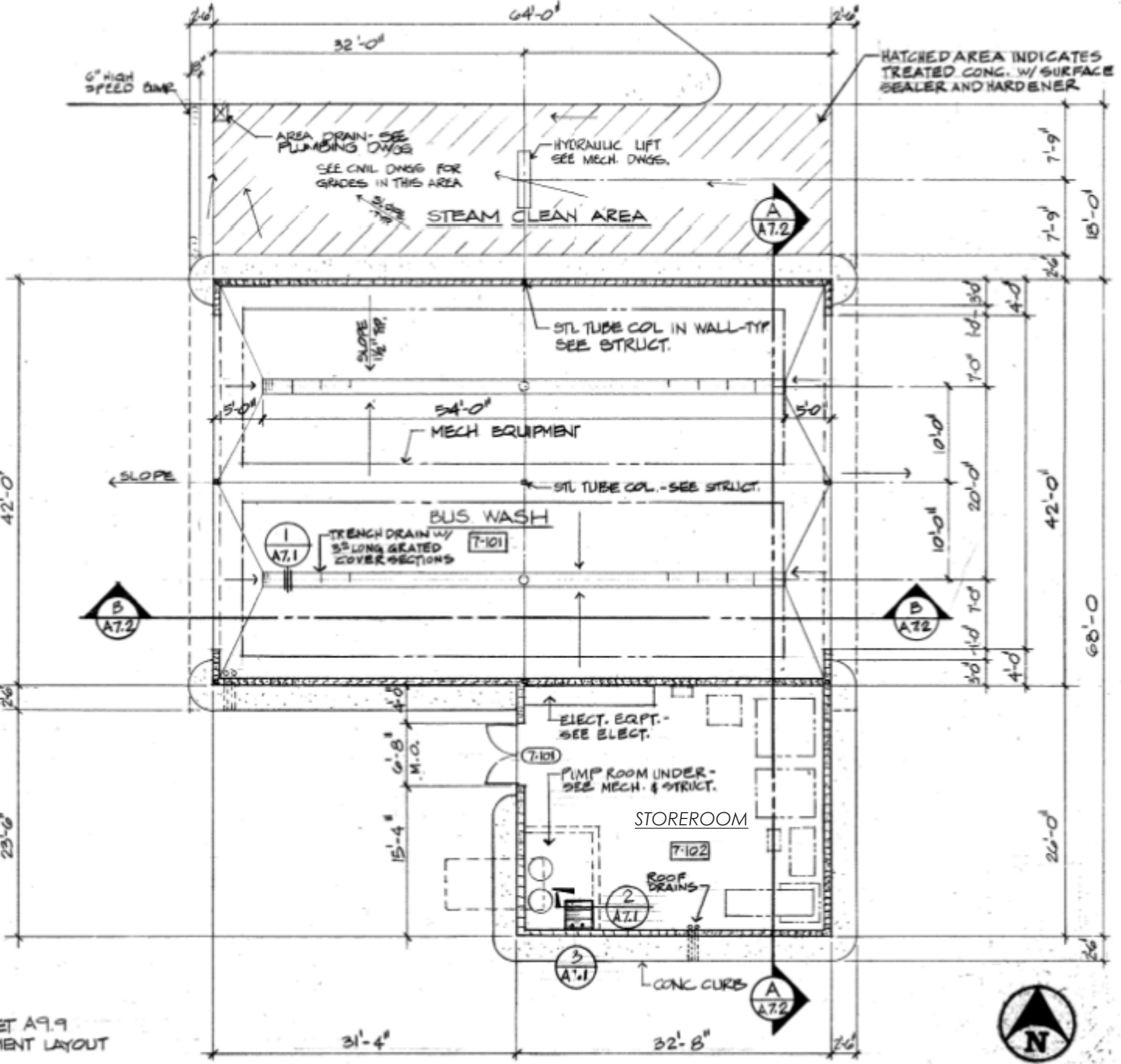


TRENCH DRAIN

1



ROOF PLAN



FLOOR PLAN

NOTE:
SEE SHEET A9.9
FOR EQUIPMENT LAYOUT



THESE PLANS WERE PREPARED UNDER THE SUPERVISION OF: <i>Norman J. Tison</i> CALIF. PROFESSIONAL REGISTRATION NO. _____ DATE _____	
DRAWN: S24	DATE: 2-15-76
CHECKED: FR	DATE: 2-15-76
SCALE:	
REV.	DESCRIPTION
1	AS BUILT
2	BY: JPM
3	DATE: 4-7-76

ORANGE COUNTY TRANSIT DISTRICT	
MAINTENANCE AND OPERATIONS FACILITY	
1800 WOODBURY ROAD, GARDEN GROVE, CALIFORNIA	
SHEET DESCRIPTION FLOOR AND ROOF PLANS	
EXTERIOR ELEVATIONS AND DETAILS	
WASH AND STEAM CLEAN STATION	
APPROVED: <i>Norman J. Tison</i>	DATE: 4-7-76
BY: JPM	DATE: 4-7-76
NO. 45	SHEET 131

RECORD DRAWINGS ARE FOR REFERENCE ONLY

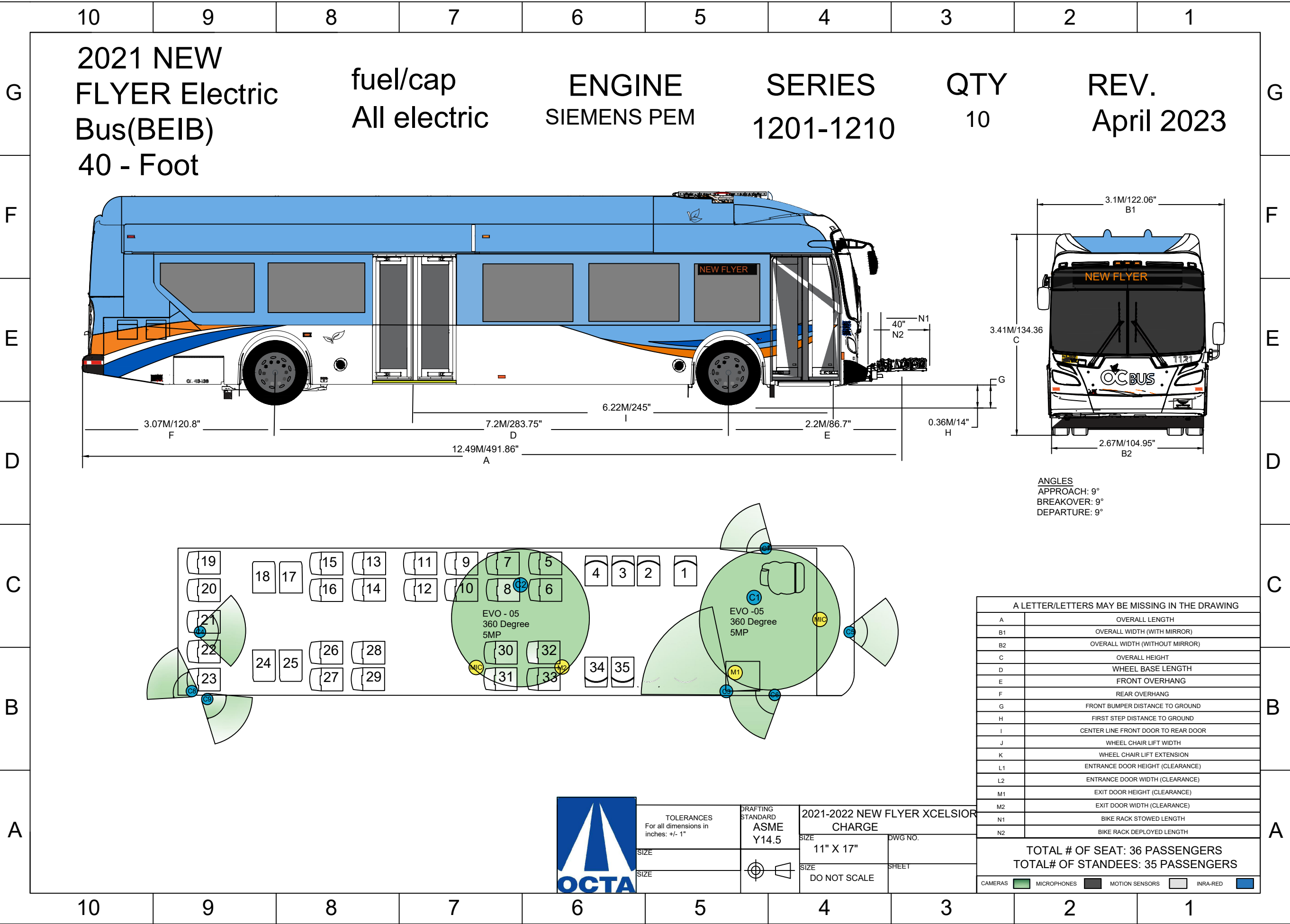
BUS WASH BUILDING EQUIPMENT REPLACEMENT
AT GARDEN GROVE BUS BASE
EXISTING PLAN NO. 1
(RECORD DRAWINGS)

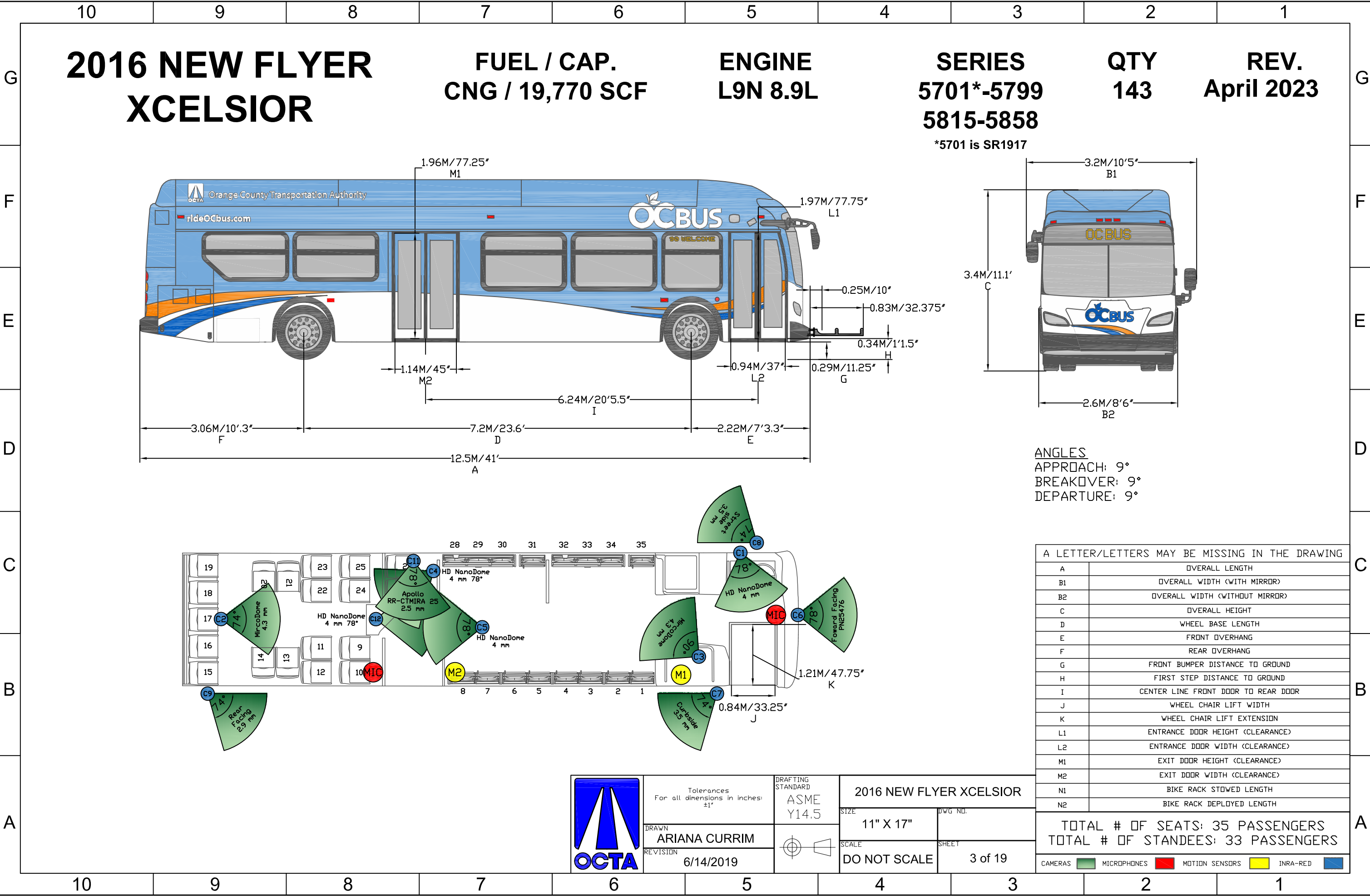
JOB #
DESIGN BY: JK
DRAWN BY: ET
CHECKED BY:
DATE:
SCALE: AS SHOWN
SHEET: 4 OF 9
A-3
550 South Main Street
Orange, CA 92668
714/560/OCTA



ATTACHMENT D

**BUS FLEET DRAWINGS
AND TECHNICAL DATA**



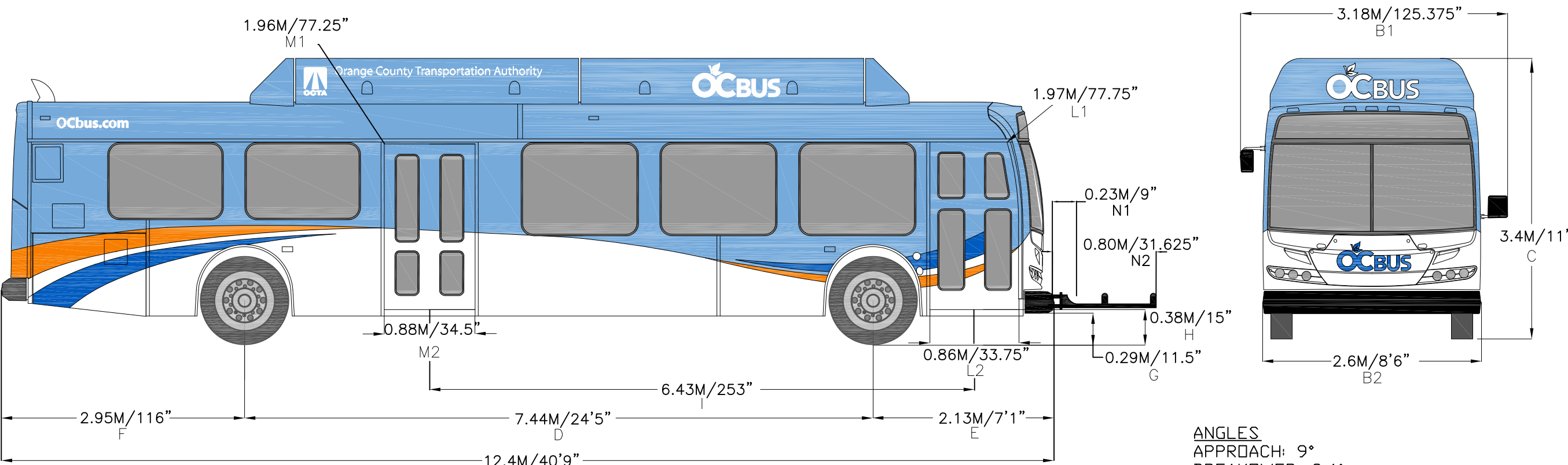


2006-2008
NEW FLYER

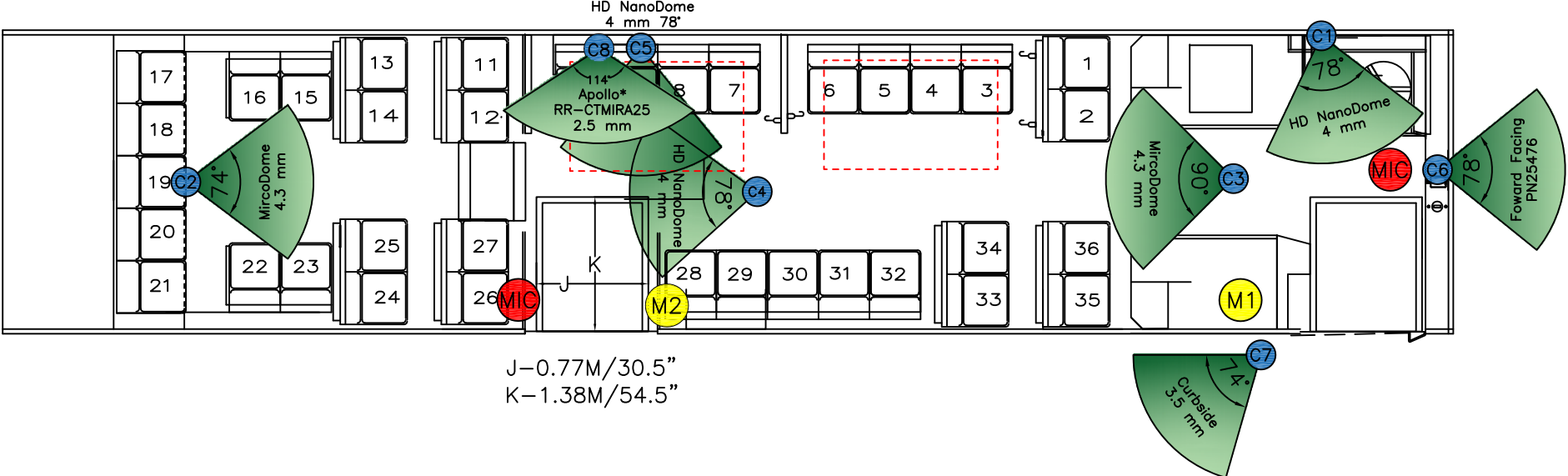
FUEL / CAP.
CNG / 23,065 SCF

ENGINE : SERIES
ISL-G 8.9L : 5501-5599, 5601-5674, 7501-7528

QTY
201
REV.
APR 2022



ANGLES
APPROACH: 9°
BREAKOVER: 9.4°
DEPARTURE: 8.8°



A LETTER/LETTERS MAY BE MISSING IN THE DRAWING	
A	OVERALL LENGTH
B1	OVERALL WIDTH (WITH MIRROR)
B2	OVERALL WIDTH (WITHOUT MIRROR)
C	OVERALL HEIGHT
D	WHEEL BASE LENGTH
E	FRONT OVERHANG
F	REAR OVERHANG
G	FRONT BUMPER DISTANCE TO GROUND
H	FIRST STEP DISTANCE TO GROUND
I	CENTER LINE FRONT DOOR TO REAR DOOR
J	WHEEL CHAIR LIFT WIDTH
K	WHEEL CHAIR LIFT EXTENSION
L1	ENTRANCE DOOR HEIGHT (CLEARANCE)
L2	ENTRANCE DOOR WIDTH (CLEARANCE)
M1	EXIT DOOR HEIGHT (CLEARANCE)
M2	EXIT DOOR WIDTH (CLEARANCE)
N1	BIKE RACK STOWED LENGTH
N2	BIKE RACK DEPLOYED LENGTH

*Apollo Camera Installed On:
5501-5532, 5536, 5537, 5539-5542,
5544-5549, 5551, 5553-5555, 5558-5561,
5565-5571, 5573-5593, 5596-5599,
5601-5609, 5612, 5614, 5615, 5617, 5618,
5621-5629, 5631-5635, 5637-5652, 7574, 7592



Tolerances
For all dimensions in inches:
±1"

DRAWN
ARIANA CURRIM

REVISION
4/19/2022



2006-2008 NEW FLYER

SIZE
11" X 17"

SCALE
DO NOT SCALE

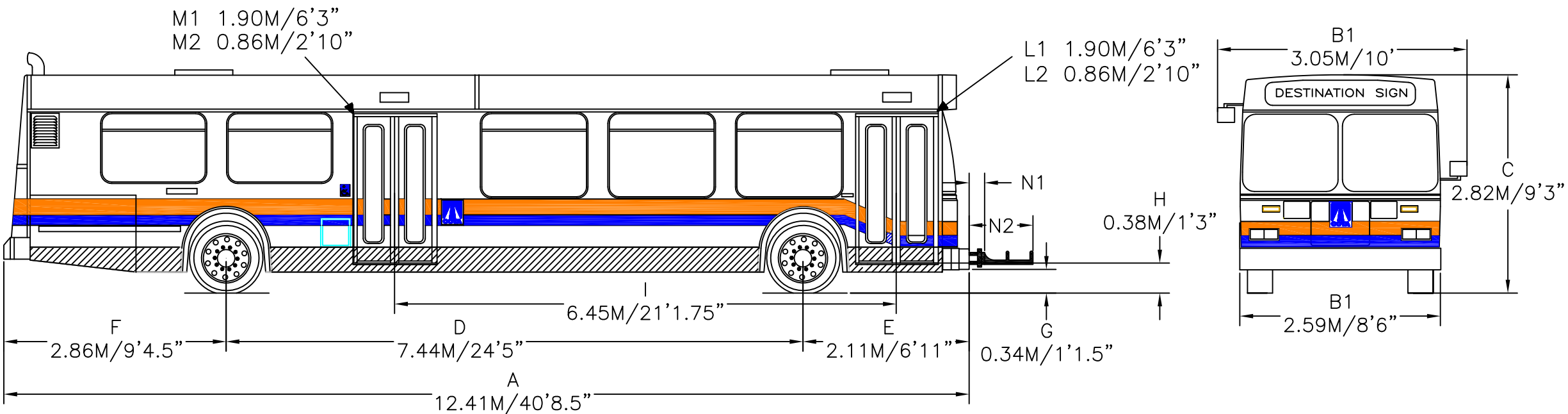
DWG. NO.
SHEET
9 OF 19

TOTAL # OF SEATS: 36 PASSENGERS
TOTAL # OF STANDEES: 40 PASSENGERS

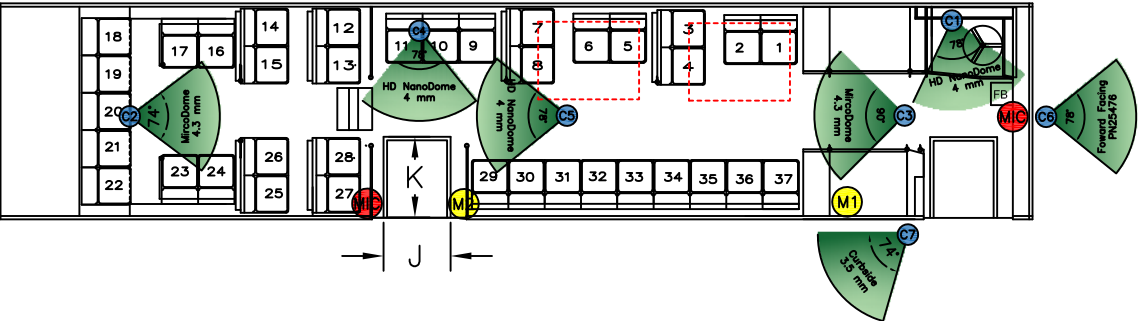
CAMERAS MICROPHONES MOTION SENSORS INRA-RED

1997-1998 NEW FLYER CONTINGENCY FLEET

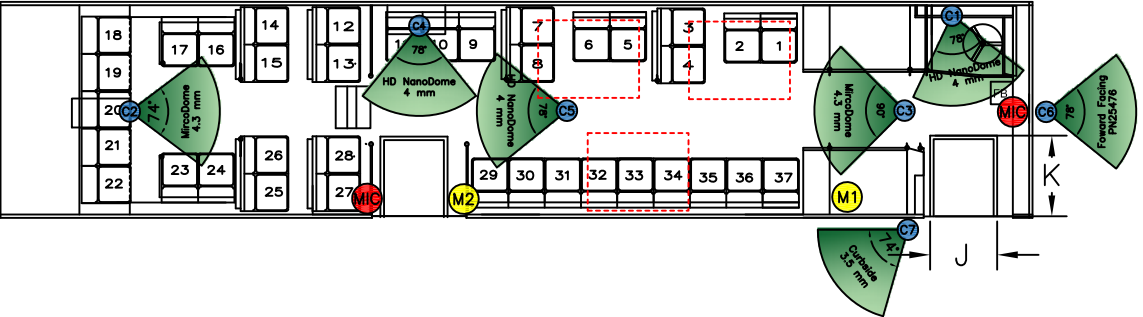
FUEL / CAP. ENGINE SERIES QTY REV.
DIESEL / 120 GAL ISC 8.3L 5300: 02, 06, 31, 35, 42, 53, 11 JUNE 2019
54, 62, 76, 87, 88
5400: 01, 03, 06, 08-12, 16 9



SR467 5300 SERIES
REAR WHEELCHAIR



SR466/SR481 5400 SERIES
FRONT WHEELCHAIR



A LETTER/LETTERS MAY BE MISSING IN THE DRAWING	
A	OVERALL LENGTH
B1	OVERALL WIDTH (WITH MIRROR)
B2	OVERALL WIDTH (WITHOUT MIRROR)
C	OVERALL HEIGHT
D	WHEEL BASE LENGTH
E	FRONT OVERHANG
F	REAR OVERHANG
G	FRONT BUMPER DISTANCE TO GROUND
H	FIRST STEP DISTANCE TO GROUND
I	CENTER LINE FRONT DOOR TO REAR DOOR
J	WHEEL CHAIR LIFT WIDTH
K	WHEEL CHAIR LIFT EXTENSION
L1	ENTRANCE DOOR HEIGHT (CLEARANCE)
L2	ENTRANCE DOOR WIDTH (CLEARANCE)
M1	EXIT DOOR HEIGHT (CLEARANCE)
M2	EXIT DOOR WIDTH (CLEARANCE)

TOTAL # OF SEATS: 37 PASSENGERS
TOTAL # OF STANDEES: 40 PASSENGERS

CAMERAS MICROPHONES MOTION SENSORS INRA-RED



Unless Otherwise Specified:
Dimensions are in Inches
Tolerances
Decimals .XX ± .05
.XXX ± .010
Degrees ± .5°
± .5°
DRAWN ARIANA CURRIM
REVISION 6/14/2019

DRAFTING
STANDARD
ASME
Y14.5
DO NOT SCALE

1997-1998 NEW FLYER
CONTINGENCY FLEET
SIZE 11" X 17"
DWG. NO.
SCALE DO NOT SCALE
SHEET 10 OF 19

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 4-2079

Enter below the proposed price for each of the work phases described in the Project Scope of Work/Requirements, Exhibit A. Prices shall include direct costs, indirect costs, and profits. The Authority's intention is to award a firm-fixed price contract.

Task	Description	Firm Fixed Price
1	Project Management	\$
2	Parts, Materials, and Equipment	\$
3	Installation	\$
4	Temporary Mobile Wash Facility	\$
5	Safety	\$
6	Warranties and Guaranties	\$
7	Closeout Training Operations and Maintenance Manual	\$
	Total Firm Fixed Price	\$

1. I acknowledge receipt of RFP 4-2079 and Addenda No.(s) _____

2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

1 **PROPOSED AGREEMENT NO. C-4-2079**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 _____
6 **THIS AGREEMENT** is effective this ____ day of _____, 20__ ("Effective Date"),
7 by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184,
8 Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as
9 "AUTHORITY"), and , , , , (hereinafter referred to as "CONTRACTOR").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONTRACTOR to provide services for bus
12 wash equipment replacement at Garden Grove Bus Base; and

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

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

16 **WHEREAS**, CONTRACTOR wishes to perform these services.

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

19 **ARTICLE 1. COMPLETE AGREEMENT**

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

25 B. AUTHORITY's failure to insist in any one or more instances upon CONTRACTOR's
26 performance of any terms or conditions of this Agreement shall not be construed as a waiver or

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

6 **ARTICLE 2. AUTHORITY DESIGNEE**

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

9 **ARTICLE 3. SCOPE OF WORK**

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

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

16 **Names**

Functions

17
18
19
20 C. No person named in paragraph B of this Article, or his/her successor approved by
21 AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function
22 or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should
23 the services of any key person become no longer available to CONTRACTOR, the resume and
24 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as
25 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key
26 person, unless CONTRACTOR is not provided with such notice by the departing employee. AUTHORITY

1 shall respond to CONTRACTOR within seven (7) calendar days following receipt of these qualifications
2 concerning acceptance of the candidate for replacement.

3 **ARTICLE 4. TERM OF AGREEMENT**

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

6 **ARTICLE 5. START OF WORK**

7 CONTRACTOR shall incur no costs, and shall not perform or furnish any work, services, materials
8 or equipment under this Agreement, unless and until a written Notice to Proceed has been given to
9 CONTRACTOR by AUTHORITY. Conditions precedent to AUTHORITY issuing said Notice to Proceed
10 are CONTRACTOR furnishing the Exhibit F "Performance Bond," Exhibit G "Payment Bond,"
11 Exhibit H "Guaranty" and certificates of insurance as set forth hereunder. CONTRACTOR shall furnish
12 said documents within ten (10) calendar days after notification of contract award from AUTHORITY.
13 Upon receipt of acceptable bonds and insurance certificates, AUTHORITY will within ten (10) working
14 days thereafter issue the written Notice to Proceed.

15 **ARTICLE 6. TIME AND SCHEDULE/COMPLETION DATES**

16 A. CONTRACTOR's Submittal requirements and Submittal schedule shall be as set out in
17 CONTRACTOR's approved Site Specific Work Plan, Installation Schedule (base schedule), Progress
18 Schedules, and Schedule of Submittals in accordance with Exhibit A, "Project Scope of
19 Work/Requirements."

20 B. AUTHORITY's written approval will be required for Submittals.

21 **ARTICLE 7. PAYMENT**

22 A. For CONTRACTOR's full and complete performance of its obligations under this Agreement
23 and subject to the maximum cumulative payment obligation provisions set forth in Article 8, AUTHORITY
24 shall pay CONTRACTOR on a firm fixed price basis in accordance with the following provisions.

25 B. The following schedule shall establish the firm fixed payment to CONTRACTOR by
26 AUTHORITY for each work task set forth in the Project Scope of Work/Requirements. The schedule

shall not include any CONTRACTOR expenses not approved by AUTHORITY, including, but not limited to reimbursement for local meals.

<u>Tasks</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Project Management	\$.00
2	Parts, Materials, and Equipment	\$.00
3	Installation	\$.00
4	Temporary Mobile Wash Facility	\$.00
5	Safety	\$.00
6	Warranties and Guaranties	\$.00
7	Closeout Training Operations and Maintenance Manual	<u>\$.00</u>
TOTAL FIRM FIXED PRICE PAYMENT		<u>\$.00</u>

C. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONTRACTOR. Percentage of work completed shall be documented in a monthly progress report prepared by CONTRACTOR, which shall accompany each invoice submitted by CONTRACTOR. CONTRACTOR shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment for any task listed in paragraph B of this Article until such time as CONTRACTOR has documented to AUTHORITY's satisfaction, that CONTRACTOR has fully completed all work required under the task. AUTHORITY's payment in full for any task completed shall not constitute AUTHORITY's final acceptance of CONTRACTOR's work under such task; final acceptance shall occur only when AUTHORITY's release of the retention described in paragraph D.

D. As partial security against CONTRACTOR's failure to satisfactorily fulfill all of its obligations under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice submitted for payment by CONTRACTOR. All retained funds shall be released by AUTHORITY and shall be paid to CONTRACTOR within sixty (60) calendar days of payment of final invoice, unless AUTHORITY elects to audit CONTRACTOR's records in accordance with Article 16 of this Agreement.

1 If AUTHORITY elects to audit, retained funds shall be paid to CONTRACTOR within thirty (30) calendar
2 days of completion of such audit in an amount reflecting any adjustment required by such audit. During
3 the term of the Agreement, at its sole discretion, AUTHORITY reserves the right to release all or a portion
4 of the retained amount based on CONTRACTOR's satisfactory completion of certain milestones.
5 CONTRACTOR shall invoice AUTHORITY for the release of the retention in accordance with Article 7.

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

- 12 1. Agreement No. C-4-2079;
- 13 2. Specific task number for which payment is being requested;
- 14 3. The time period covered by the invoice;
- 15 4. Total monthly invoice (including project-to-date cumulative invoice amount); and
16 retention;
- 17 5. Monthly Progress Report;
- 18 6. Weekly certified payroll for personnel subject to prevailing wage requirements, if
19 applicable; and
- 20 7. Certification signed by the CONTRACTOR or his/her designated alternate that a)
21 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
22 information included with the invoice is true, complete and correct in all material respects; c) All payments
23 due and owing to Subcontractors and suppliers have been made; d) Timely payments will be made to
24 Subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
25 invoice does not include any amount which CONTRACTOR intends to withhold or retain from a
26 Subcontractor or supplier unless so identified on the invoice.

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

ARTICLE 8. MAXIMUM OBLIGATION

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

ARTICLE 9. 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:

ATTENTION:

Title:

Phone:

Email:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION: Sonja Gettel

Title: Senior Contract Administrator

Phone: (714) 560-5562

Email: sgettel@octa.net

cc: Jim Khan

Title: Project Manager

Phone: (714) 560-5868

Email: jkhan@octa.net

1 **ARTICLE 10. INDEPENDENT CONTRACTOR**

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

9 B. Notwithstanding any other provision set forth in this Agreement, performance by a Surety or
10 Guarantor of any obligations of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations
11 thereunder.

12 **ARTICLE 11. INSURANCE**

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

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

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

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

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

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

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

12 C. CONTRACTOR shall include on the face of the certificate of insurance the Agreement
13 Number C-4-2079 and, the Contract Administrator's Name, Sonja Gettel.

14 D. CONTRACTOR shall also include in each subcontract, the stipulation that Subcontractors
15 shall maintain insurance coverage in the amounts required of CONTRACTOR as provided in the
16 Agreement. Subcontractors will be required to include AUTHORITY as additional insureds on the
17 Commercial General Liability, and Auto Liability insurance policies.

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

20 **ARTICLE 12. BONDS**

21 By submitting Exhibit F, entitled "Performance Bond," and Exhibit G, entitled "Payment Bond,"
22 CONTRACTOR shall satisfy AUTHORITY's requirements that CONTRACTOR deposit with AUTHORITY
23 bonds with values in the sum of 100 percent (100%) of this Agreement's price to cover CONTRACTOR's
24 failure to fully perform hereunder and CONTRACTOR's failure to pay its labor and material. If the contract
25 price is increased in connection with an Amendment, AUTHORITY may, in its sole discretion, require a
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1 corresponding increase in the amount of the Performance and Payment bonds or new bonds covering
2 the Amendment work.

3 **ARTICLE 13. ORDER OF PRECEDENCE**

4 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
5 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 4-2079;
6 (3) CONTRACTOR's proposal dated March 6, 2024; (4) all other documents, if any, cited herein or
7 incorporated by reference.

8 **ARTICLE 14. CHANGES/EXTRA WORK**

9 A. By written notice or order, AUTHORITY may, from time to time, order work suspension, add
10 work ("Extra Work"), and/or make changes in the general scope of this Agreement hereinafter collectively
11 referred to as "Changes." Changes include, but are not limited to, the services furnished to AUTHORITY
12 by CONTRACTOR as described in the Project Scope of Work/Requirements.

13 B. Any such Changes shall result in the issuance of an amendment signed by both AUTHORITY
14 and the CONTRACTOR. No Extra Work shall be compensated or time extensions therefore permitted,
15 except pursuant to an Amendment. Work suspension issued by AUTHORITY, via a stop notice, which
16 results in an increase or decrease to the maximum obligation due CONTRACTOR, will require an
17 amendment.

18 C. If any such Changes cause an increase or decrease in the price of this Agreement or in the
19 time required for its performance, CONTRACTOR shall promptly notify AUTHORITY thereof of any
20 possible adjustment to price and/or schedule, within ten (10) calendar days after the Change is ordered.
21 However, nothing in this clause shall excuse CONTRACTOR from proceeding immediately with the
22 requested Change. No Change shall be compensated or time extension provided therefore, except
23 pursuant to an Amendment.

24 D. If the cost of Change cannot be established on this basis or on the basis of prices set by
25 the Agreement, law or regulation, CONTRACTOR shall submit detailed cost breakdowns, including
26 information on labor and materials costs and other direct costs.

1 E. CONTRACTOR agrees that it will accept as full compensation for Change, a price mutually
2 agreed upon in writing, via an Amendment, by the AUTHORITY and CONTRACTOR, or Work Directive
3 as set forth in paragraph F.

4 F. If the CONTRACTOR disagrees with the amount of compensation or time extension proposed
5 by AUTHORITY in the Amendment or Work Directive, the CONTRACTOR shall submit a written dispute
6 to AUTHORITY within fifteen (15) calendar days after the receipt of the proposed Amendment or Work
7 Directive, pursuant to Article 15. Disputes. Notwithstanding CONTRACTOR'S disagreement,
8 CONTRACTOR shall proceed diligently with performance if directed by AUTHORITY. The dispute shall
9 state the points of disagreement and, if possible, the Agreement specification references, quantities and
10 costs involved. If a written dispute is not submitted within the above period, payment will be made as set
11 forth in the Amendment or Work Directive and such payment shall constitute full compensation for all
12 work included therein or required thereby. Such undisputed approved amendment or Work Directive will
13 be considered as executed amendment.

14 G. CONTRACTOR shall promptly notify AUTHORITY in writing when it receives direction,
15 instruction, interpretation or determination from any source other than AUTHORITY that may lead to or
16 cause change in the work. Such written notification shall be given to AUTHORITY and AUTHORITY shall
17 approve before CONTRACTOR acts on said direction, instruction, interpretation or determination.

18 **ARTICLE 15. DISPUTES**

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

25 B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with
26 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,

1 CAMM. This Disputes clause does not preclude consideration of questions of law in connection with
2 decisions provided for above. Nothing in this Agreement, however, shall be construed as making final
3 the decision of any AUTHORITY official or representative on a question of law, which questions shall be
4 settled in accordance with the laws of the State of California.

5 **ARTICLE 16. LIQUIDATED DAMAGES**

6 If CONTRACTOR fails to complete the work within the time specified in this Agreement, or any
7 AUTHORITY authorized extension thereof, the actual damage to AUTHORITY for the delay will be
8 difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay to
9 AUTHORITY as fixed, agreed-to liquidated damages for each calendar day of delay the sum of
10 Three Hundred Dollars (\$300.00). Alternatively, AUTHORITY may terminate this Agreement in whole or
11 in part as provided in Article 28. Termination, Paragraph A of this Agreement, and in that event,
12 CONTRACTOR shall be liable, in addition to the excess costs provided in Article 28. Termination of this
13 Agreement, for such liquidated damages accruing until such time as AUTHORITY may reasonably obtain
14 delivery or performance of similar supplies or services from a different source. CONTRACTOR shall not
15 be charged with liquidated damages when the delay is determined to be excusable in accordance with
16 Article 27. Use and Possession to Completion hereunder. AUTHORITY shall ascertain the facts and
17 extent of the delay and shall extend the time for performance of the Agreement when in its judgment, the
18 findings of fact justify an extension.

19 **ARTICLE 17. WARRANTY**

20 A. In addition to any other warranties set forth in this Agreement, whether expressed or implied,
21 CONTRACTOR warrants that (1) all work performed and all equipment and material provided under this
22 Agreement by CONTRACTOR or any of its Subcontractors or suppliers at any tier, conforms to the
23 requirements herein and is free of any defects; (2) equipment furnished by CONTRACTOR or any of its
24 Subcontractors or suppliers at any tier, shall be of modern design, in good working condition and fit for
25 use of its intended purpose; and (3) all work shall meet all of the requirements of this Agreement. Such
26 warranty shall continue for a period of one (1) year from AUTHORITY's acceptance as shown in

Article 26 hereunder. Under this warranty, CONTRACTOR shall remedy at its own expense any such failure to conform or correct any such defect. In addition, CONTRACTOR shall remedy at its own expense any damage to AUTHORITY owned or controlled real or personal property, when that damage is the result of CONTRACTOR's failure to conform to Agreement requirements or any such defect of equipment, material, workmanship or design. CONTRACTOR shall also restore any work damaged in fulfilling the terms of this clause. CONTRACTOR's warranty with respect to work repaired or replaced hereunder will run for one year from the date of such repair or replacement.

B. AUTHORITY shall notify CONTRACTOR in writing within a reasonable time after the discovery of any failure, defect or damage. CONTRACTOR has seven days from receipt of notice from AUTHORITY to respond to AUTHORITY's notification and indicate how CONTRACTOR will remedy the failure, defect, or damage. If AUTHORITY is not satisfied with the remedy proposed by CONTRACTOR, CONTRACTOR and AUTHORITY shall meet and mutually agree when and how CONTRACTOR shall remedy such violation. In the case of an emergency requiring immediate corrective action, CONTRACTOR shall implement such action, as it deems necessary and shall notify AUTHORITY in writing of the urgency of a decision and action taken. CONTRACTOR and AUTHORITY shall, then promptly meet in order to agree on a remedy. If CONTRACTOR and AUTHORITY fail to agree on the remedy within a five-day period, AUTHORITY, after notice to CONTRACTOR, shall have the right to perform or have performed by third parties the necessary remedy, and the costs thereof shall be borne by CONTRACTOR.

C. Should CONTRACTOR fail to remedy any failure, defect or damage described in paragraph A above within a reasonable time after receipt of notice thereof, AUTHORITY shall have the right to replace, repair or otherwise remedy such failure, defect or damage at CONTRACTOR's expense and CONTRACTOR shall be liable for all damages, including, but not limited to, actual or consequential damages and cost of any suit to enforce AUTHORITY's rights hereunder, including reasonable attorney's fees.

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1 D. In addition to the other rights and remedies provided by this clause, all Subcontractors,
2 manufacturers, and suppliers' warranties, expressed or implied, respecting any work and materials
3 furnished hereunder, shall, at the direction of AUTHORITY, be enforced by CONTRACTOR for the benefit
4 of AUTHORITY. In such case if CONTRACTOR's warranty under paragraph A above has expired, any
5 suit directed by AUTHORITY shall be at the expense of AUTHORITY. CONTRACTOR shall obtain any
6 warranties, which the Subcontractors, manufacturers or suppliers would give in normal commercial
7 practice and shall cause all Subcontractor or supplier warranties to be extend to AUTHORITY.

8 E. If directed by AUTHORITY, CONTRACTOR shall require any such warranties to be executed
9 in writing to AUTHORITY.

10 F. Notwithstanding any other provision of this clause, unless such a defect is caused by the
11 negligence of CONTRACTOR or its Subcontractors or suppliers at any tier, CONTRACTOR shall not be
12 liable for the repair of any defects of material or design furnished by AUTHORITY nor for the repair of any
13 damage which results from any such defect in AUTHORITY furnished material or design.

14 G. The warranty specified herein shall not limit AUTHORITY's rights under the Inspection and
15 Acceptance clause of this Agreement with respect to latent defects, gross mistakes or fraud.

16 H. Defects in design or manufacture of equipment specified by AUTHORITY on a "brand name
17 and model" basis shall not be included in this warranty. CONTRACTOR shall require any Subcontractors,
18 manufacturers or suppliers thereof to execute their warranties in writing directly to AUTHORITY.

19 I. Any disagreement between AUTHORITY and CONTRACTOR relating to this section shall be
20 subject to dispute resolution in accordance with Article 15.

21 **ARTICLE 18. CONVICT LABOR**

22 In connection with the performance of work under this Agreement, CONTRACTOR agrees not to
23 employ any person undergoing sentence of imprisonment at hard labor. This does not include convicts
24 who are on parole or probation.

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ARTICLE 19. NOTICE OF LABOR DISPUTE

Whenever CONTRACTOR has knowledge that any actual or potential labor dispute may delay its performance under this Agreement, CONTRACTOR shall immediately notify and submit all relevant information to AUTHORITY. CONTRACTOR shall insert the substance of this entire clause in any subcontract hereunder as to which a labor dispute may delay performance under this Agreement. However, any Subcontractor need give notice and information only to its next higher-tier Subcontractor.

ARTICLE 20. GENERAL WAGE RATES

A. All laborers and mechanics employed by CONTRACTOR or Subcontractor at any tier working on the work site, will be paid unconditionally and not less often than once a week and without any subsequent deduction or rebate on any account (except such payroll deductions as are permitted or required by federal, state or local law, regulation or ordinance), the full amounts due at the time of payment computed at wage rates and per diem rate not less than the aggregate of the highest of the two basic hourly rates and rates of payments, contributions or costs for any fringe benefits contained in the current general prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial Relations of the State of California, (as set forth in the Labor Code of the State of California, commencing at Section 1770 et. seq.), regardless of any contractual relationship which may be alleged to exist between CONTRACTOR or Subcontractor and their respective mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices. Copies of the current General Prevailing Wage Determinations and Per Diem Rates are on file at AUTHORITY's offices and will be made available to CONTRACTOR upon request. CONTRACTOR shall post a copy thereof at each job site at which work hereunder is performed.

B. In addition to the foregoing, CONTRACTOR agrees to comply with all other provisions of the Labor Code of the State of California, which are incorporated herein by reference, pertaining to workers performing work hereunder including, but not limited to, those provisions for work hours, payroll records and apprenticeship employment and regulation program. CONTRACTOR agrees to insert or cause to /

1 be inserted the preceding clause in all subcontracts, which provide for workers to perform work hereunder
2 regardless of the Subcontractor tier.

3 **ARTICLE 21. MATERIAL AND WORKMANSHIP**

4 A. Unless otherwise specifically provided in this Agreement, all equipment, material, and articles
5 incorporated in the work covered by this Agreement are to be new and of the most suitable grade for the
6 purpose intended. Unless otherwise specifically provided in this Agreement, reference to any equipment,
7 material, article or patented process, by trade name, make or catalog number, shall be regarded as
8 establishing a standard of quality and shall not be construed as limiting competition, and CONTRACTOR
9 may, at its option, use any equipment, material, article or process which, in the judgment of AUTHORITY,
10 is equal to that named. CONTRACTOR shall furnish to AUTHORITY for its approval the name of the
11 manufacturer, the model number and other identifying data and information respecting the performance,
12 capacity, nature and rating of the machinery and mechanical and other equipment, which CONTRACTOR
13 contemplates incorporating in the work. When required by this Agreement or when called for by
14 AUTHORITY, CONTRACTOR shall furnish AUTHORITY, for approval, full information concerning the
15 material or articles, which it contemplates incorporating in the work. When so directed, samples shall be
16 submitted for approval at CONTRACTOR's expense, with all shipping charges prepaid. Machinery,
17 equipment, material and articles installed or used without required approval shall be at the risk of
18 subsequent rejection.

19 B. All work under this Agreement shall be performed in a skillful and workmanlike manner.
20 Notwithstanding the provisions of Article 3 hereof, AUTHORITY may, in writing, require CONTRACTOR
21 to remove from the work any employee AUTHORITY deems incompetent, careless or otherwise
22 objectionable.

23 **ARTICLE 22. NON-CONFORMING WORK**

24 A. Nonconforming work rejected by AUTHORITY shall be removed and replaced so as to
25 conform to the requirements of this Agreement, at CONTRACTOR's cost and without a time extension;
26 and CONTRACTOR shall promptly take all action necessary to prevent similar deficiencies from occurring

1 in the future. The fact that AUTHORITY may not have discovered the nonconforming Work shall not
2 constitute an acceptance of such nonconforming Work. If CONTRACTOR fails to correct any
3 nonconforming work within ten days of receipt of notice from AUTHORITY requesting correction, or if
4 such nonconforming work cannot be corrected within ten days, and CONTRACTOR fails to (1) provide
5 to AUTHORITY a schedule for correcting any such nonconforming work acceptable to AUTHORITY
6 within such ten-day period, (2) commence such corrective work within such ten-day period and (3)
7 thereafter diligently prosecute such correction in accordance with such approved schedule to completion,
8 then AUTHORITY may cause the nonconforming work to be remedied or removed and replaced and may
9 deduct the cost of doing so from any moneys due or to become due CONTRACTOR and/or obtain
10 reimbursement from CONTRACTOR for such cost.

11 B. If AUTHORITY agrees to accept any Nonconforming Work without requiring it to be fully
12 corrected, AUTHORITY shall be entitled to reimbursement of a portion of the Contract Price in an amount
13 equal to the greater of the amount deemed appropriate by AUTHORITY to provide compensation for
14 future maintenance and/or other costs relating to the Nonconforming Work, or 100% of CONTRACTOR's
15 cost savings associated with its failure to perform the Work in accordance with Contract requirements.
16 Such reimbursement shall be payable to AUTHORITY within ten days after CONTRACTOR's receipt of
17 an invoice thereof. CONTRACTOR acknowledges and agrees that AUTHORITY shall have sole
18 discretion regarding acceptance or rejection of Nonconforming Work and that AUTHORITY shall have
19 sole discretion with regard to the amount payable in connection therewith.

20 **ARTICLE 23. CONTRACTOR INSPECTION SYSTEM**

21 CONTRACTOR shall maintain an adequate inspection system and perform such inspections as
22 will assure that the work performed under this Agreement conforms to the specified requirements, and
23 shall maintain and make available to AUTHORITY adequate records of such inspections.

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ARTICLE 24. SUPERINTENDENCE BY CONTRACTOR

CONTRACTOR, at all times during performance and until the work is completed and accepted, shall give its personal superintendence to the work or have on the work a competent superintendent, satisfactory to AUTHORITY and with authority to act for and on behalf of CONTRACTOR.

ARTICLE 25. OTHER CONTRACTS

AUTHORITY may undertake or award other agreements for additional work, and CONTRACTOR shall fully cooperate with such other CONTRACTOR's and AUTHORITY's employees and carefully fit its own work to such additional work as may be directed by AUTHORITY. CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by any other CONTRACTOR or by AUTHORITY.

ARTICLE 26. INSPECTION AND ACCEPTANCE

A. All work (which term includes but is not restricted to materials, equipment, workmanship, and manufacture and fabrication of components) shall be subject to inspection and test by AUTHORITY at all reasonable times and at all places prior to acceptance. Any such inspection and test is for the sole benefit of AUTHORITY and shall not relieve CONTRACTOR of the responsibility of providing quality control measures to assure that the work strictly complies with requirements of this Agreement. No inspection or test by AUTHORITY or its representative shall be construed as constituting or implying acceptance. Inspection or test shall not relieve CONTRACTOR of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of AUTHORITY after acceptance of the completed work under the terms of paragraph F of this Article, except as herein above provided.

B. CONTRACTOR shall, without charge, replace any material or correct any workmanship found by AUTHORITY not to conform to the requirements of this Agreement, unless in the public interest AUTHORITY consents to accept such material or workmanship with an appropriate adjustment in the price of this Agreement. CONTRACTOR shall promptly segregate and remove rejected material from the premises.

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1 C. CONTRACTOR shall furnish promptly, without additional charge, all facilities, labor,
2 equipment and material reasonably needed for performing such safe and convenient inspection and test
3 as may be required by AUTHORITY. All inspections and tests by AUTHORITY shall be performed in
4 such manner as to not unnecessarily delay the work. AUTHORITY reserves the right to charge to
5 CONTRACTOR any additional cost of inspection or test when material or workmanship is not ready at
6 the time specified by CONTRACTOR for inspection or test or when reinspection or retest is necessitated
7 by prior rejection.

8 D. If CONTRACTOR does not promptly replace rejected material or correct rejected
9 workmanship, AUTHORITY (1) may, by Agreement or otherwise, replace such material or correct such
10 workmanship and charge the cost thereof to CONTRACTOR, or (2) may terminate CONTRACTOR's
11 right to proceed in accordance with the clause of this Agreement entitled "Termination for Default."

12 E. Should it be considered necessary or advisable by AUTHORITY at any time before
13 acceptance of the entire work to make an examination of work already completed, by removing or tearing
14 out same, CONTRACTOR shall, on request, promptly furnish all necessary facilities, labor and material.
15 If such work is found to be defective or nonconforming in any material respect, due to the fault of
16 CONTRACTOR or its Subcontractors, CONTRACTOR shall pay all costs of such examination and of
17 satisfactory reconstruction. If, however, such work is found to meet the requirements of this Agreement,
18 an equitable adjustment shall be made in the Agreement price to compensate CONTRACTOR for the
19 additional services involved in such examination and reconstruction and, if completion of the work has
20 been delayed thereby, it shall in addition, be granted a suitable extension of time.

21 F. Unless otherwise provided in this Agreement, acceptance by AUTHORITY shall be made as
22 promptly as practicable after completion and inspection of all work required by this Agreement, or that
23 portion of the work that AUTHORITY determines can be accepted separately. Acceptance shall be final
24 and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud
25 or as regards AUTHORITY's rights under the warranty provisions set forth herein.

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1 **ARTICLE 27. USE AND POSSESSION TO COMPLETION**

2 AUTHORITY shall have the right to take possession of or use any completed or partially
3 completed part of the work. Prior to such possession or use, AUTHORITY shall furnish CONTRACTOR
4 an itemized list of work remaining to be performed or corrected on such portions of the project as are to
5 be possessed or used by AUTHORITY, provided that failure to list any item of work shall not relieve
6 CONTRACTOR of responsibility for compliance with the terms of this Agreement. Such possession or
7 use shall not be deemed an acceptance of any work under this Agreement. While AUTHORITY has such
8 possession or use, CONTRACTOR shall be relieved of the responsibility for the loss or damage to the
9 work resulting from AUTHORITY's possession or use. If such prior possession or use by AUTHORITY
10 delays the progress of the work or causes additional expense to CONTRACTOR, an equitable adjustment
11 in the Agreement price or the time of completion will be made and the Agreement shall be modified in
12 writing accordingly.

13 **ARTICLE 28. TERMINATION**

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

19 B. In the event either Party defaults in the performance of any of their obligations under this
20 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
21 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon
22 receipt of such notice, CONTRACTOR shall immediately cease work, unless the notice from
23 AUTHORITY provides otherwise. Upon receipt of the notice from AUTHORITY, CONTRACTOR shall
24 submit an invoice for work and/or services performed prior to the date of termination. AUTHORITY shall
25 pay CONTRACTOR for work and/or services satisfactorily provided to the date of termination in
26 compliance with this Agreement. Thereafter, CONTRACTOR shall have no further claims against

1 AUTHORITY under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or
2 damages for such termination.

3 **ARTICLE 29. TERMINATION FOR DEFAULT-DAMAGES FOR DELAY-TIME EXTENSIONS**

4 A. If CONTRACTOR refuses or fails to prosecute the work, or any separable part thereof, with
5 such diligence as will ensure its completion within the time specified in this Agreement, or any extension
6 thereof, or fails to complete said work within such time, AUTHORITY may, by written notice to
7 CONTRACTOR, terminate CONTRACTOR's right to proceed with the work or such part of the work as
8 to which there has been delay. In such event, AUTHORITY may take over the work and prosecute the
9 same to completion, by Agreement or otherwise, and may take possession of and utilize in completing
10 the work such materials, appliances and plant as may be on the site of the work and necessary therefore.
11 Whether or not CONTRACTOR's right to proceed with the work is terminated, it and its sureties shall be
12 liable for any damage to AUTHORITY resulting from its refusal or failure to complete the work within the
13 specified time.

14 B. If AUTHORITY so terminates CONTRACTOR's right to proceed, the resulting damage will
15 consist of such liquidated damages as set forth in the Article 16 in this Agreement entitled
16 "Liquidated Damages," until such reasonable time as may be required for final completion of the work
17 together with any increased costs occasioned AUTHORITY in completing the work. If AUTHORITY does
18 not so terminate CONTRACTOR's right to proceed, the resulting damage will consist of such liquidated
19 damages until the work is completed or accepted.

20 C. CONTRACTOR's right to proceed shall not be so terminated nor the CONTRACTOR charged
21 with resulting damage if:

22 1. The delay in completing the work arises from unforeseeable causes beyond the
23 control and without the fault or negligence of CONTRACTOR, including but not restricted to, acts of God,
24 acts of the public enemy, acts or omissions of AUTHORITY, acts of another CONTRACTOR in the
25 performance of an Agreement with AUTHORITY, fires, floods, epidemics, quarantine restrictions, freight
26 embargoes, unusually severe weather, or delays of Subcontractors or suppliers arising from unforeseeable

causes beyond the control and without the fault or negligence of both CONTRACTOR and such Subcontractors or suppliers; and

2. CONTRACTOR, within ten (10) calendar days from the beginning of any such delay, notifies AUTHORITY in writing of the causes of delay. AUTHORITY shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in its judgment, the findings of fact justify such an extension, and its findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the "Disputes" clause of this Agreement. Any such time extensions will not become effective until approved by AUTHORITY's Engineer in writing. AUTHORITY's Engineer will furnish CONTRACTOR a weekly statement showing the number of calendar days charged to the Agreement for the preceding week, the number of calendar days of time extensions being considered or approved, the number of calendar days originally specified for the completion of this Agreement and the number of calendar days remaining to complete this Agreement, and the extended date for completion thereof.

3. Should at any time extensions be included by AUTHORITY's Engineer on the Weekly Statement of Contract Calendar Days, a change order covering the sum total of the time extensions will be issued to CONTRACTOR at periodic intervals during the project.

D. If, after notice of termination of CONTRACTOR's right to proceed under the provisions of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 28, entitled "Termination."

E. The rights and remedies of AUTHORITY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

F. As used in paragraph C.1 of this Article, the term "Subcontractors or suppliers," means Subcontractors or suppliers at any tier.

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1 **ARTICLE 30. INDEMNIFICATION**

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

8 B. Notwithstanding the foregoing, to the extent that CONTRACTOR'S duty to indemnify arises
9 out of a claim to which Civil Code section 2782.8 would apply, CONTRACTOR shall indemnify and defend
10 the Indemnitees to the maximum extent permitted by Civil Code section 2782.8.

11 **ARTICLE 31. INSPECTION OF SITE**

12 CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions
13 affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling
14 and storage of materials, availability of labor, water, electric power and roads and uncertainties of
15 weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of
16 the ground, the character of equipment and facilities needed preliminary to and during prosecution of the
17 work. CONTRACTOR further acknowledges that it has satisfied itself as to the character, quality and
18 quantity of surface and subsurface materials or obstacles to be encountered insofar as this information
19 is reasonably ascertainable from an inspection of the site, including all exploratory work done by
20 AUTHORITY, as well as from information presented by the drawings and specifications made a part of
21 this Agreement. Any failure by CONTRACTOR to acquaint itself with the available information will not
22 relieve it from responsibility for the difficulty or cost of successfully performing the work. AUTHORITY
23 assumes no responsibility for any conclusions or interpretations made by CONTRACTOR on the basis
24 of the information made available by AUTHORITY.

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1 **ARTICLE 32. DIFFERING SITE CONDITIONS**

2 A. CONTRACTOR shall immediately, and before such conditions are disturbed, notify
3 AUTHORITY in writing of: (1) subsurface or latent physical conditions at the site which differ materially
4 from those indicated in this Agreement, or (2) unknown physical conditions at the site, of an unusual
5 nature, which differ materially from those ordinarily encountered and generally recognized as inherent in
6 work of the character provided for in this Agreement. AUTHORITY will investigate the conditions within
7 three business days of receipt of notification, and if it finds that such conditions do materially so differ and
8 cause an increase or decrease in CONTRACTOR's cost of, or the time required for, performance of any
9 part of the work under this Agreement, whether or not changed as a result of such conditions, an equitable
10 adjustment shall be made and the Agreement modified in writing accordingly.

11 B. No claim of CONTRACTOR under this Article shall be allowed unless CONTRACTOR has
12 given the written notice required above; no claim by CONTRACTOR for an equitable adjustment
13 hereunder shall be allowed if asserted after final payment under this Agreement.

14 **ARTICLE 33. OPERATIONS AND STORAGE AREAS**

15 A. All operations of CONTRACTOR (including storage of materials and equipment) on
16 AUTHORITY owned premises shall be confined to areas authorized or approved by AUTHORITY.
17 CONTRACTOR shall hold AUTHORITY and its officers and agents free and harmless from liability of any
18 nature occasioned by CONTRACTOR's operations.

19 B. Temporary building (storage sheds, shops, offices, etc.) may be erected by CONTRACTOR
20 with the written consent of AUTHORITY, and shall be built with labor and materials furnished by
21 CONTRACTOR without expense to AUTHORITY. Such temporary buildings and utilities shall remain
22 the property of CONTRACTOR and shall be removed by CONTRACTOR at its expense upon the
23 completion of the work. With the written consent of AUTHORITY, such buildings and utilities may be
24 abandoned and need not be removed.

25 C. CONTRACTOR shall, under regulations prescribed by AUTHORITY, use only established
26 roadways or construct and use such temporary roadways as may be authorized by AUTHORITY. Where

1 materials are transported in the prosecution of work, vehicles shall not be loaded beyond the loading
2 capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state or local law
3 or regulation. When it is necessary to cross curbing or sidewalks, protection against damage shall be
4 provided by CONTRACTOR and any damaged roads, curbing or sidewalks shall be repaired by, or at
5 the expense of, CONTRACTOR.

6 **ARTICLE 34. CLEANING UP**

7 A. CONTRACTOR shall at all times keep the work area, including storage areas used by it, free
8 from accumulations of waste material or rubbish, and prior to completion of the work remove any rubbish
9 from AUTHORITY owned premises and all tools, scaffolding, equipment and materials not the property
10 of AUTHORITY. Upon completion of the work, CONTRACTOR shall leave the work and premises in a
11 clean, neat and workmanlike condition satisfactory to AUTHORITY.

12 B. After completion of all work on the project, and before making application for acceptance of
13 the work, CONTRACTOR shall clean the work site, including all areas under the control of AUTHORITY,
14 that have been used by CONTRACTOR in connection with the work on the project and remove all debris,
15 surplus material and equipment, and all temporary facilities of whatever nature, unless otherwise
16 approved by AUTHORITY. Final acceptance of the work by AUTHORITY will be withheld until
17 CONTRACTOR has satisfactorily complied with the foregoing requirements for final cleanup of the project
18 site.

19 C. Full compensation for conforming to the provisions in this Article, not otherwise provided for,
20 shall be considered as included in price of this Agreement and no additional compensation will be allowed
21 therefore.

22 **ARTICLE 35. USE AND POSSESSION TO COMPLETION**

23 AUTHORITY shall have the right to take possession of or use any completed or partially
24 completed part of the work. Prior to such possession or use, AUTHORITY shall furnish CONTRACTOR
25 an itemized list of work remaining to be performed or corrected on such portions of the project as are to
26 be possessed or used by AUTHORITY, provided that failure to list any item of work shall not relieve

CONTRACTOR of responsibility for compliance with the terms of this Agreement. Such possession or use shall not be deemed an acceptance of any work under this Agreement. While AUTHORITY has such possession or use, CONTRACTOR shall be relieved of the responsibility for the loss or damage to the work resulting from AUTHORITY's possession or use. If such prior possession or use by AUTHORITY delays the progress of the work or causes additional expense to CONTRACTOR, an equitable adjustment in the Agreement price or the time of completion will be made and the Agreement shall be modified in writing accordingly.

ARTICLE 36. 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.

Add the following language if CONTRACTOR has subcontracted with subcontractors) at time of contract award:

B. AUTHORITY hereby consents to CONTRACTOR's subcontracting portions of the Scope of Work to the parties identified below for the functions described in CONTRACTOR's proposal. 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 Amounts

\$.00

\$.00

Add the following language if CONTRACTOR has not subcontracted with subcontractor(s) at time of contract award:

1 B. If CONTRACTOR wishes to subcontract any of the work described in Exhibit B, AUTHORITY
2 must be given prior notification and must consent to CONTRACTOR's subcontracting portions of the
3 Scope of Work to the requested Subcontractor(s). If AUTHORITY approves of the Subcontractor,
4 CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, not
5 AUTHORITY, is solely responsible for payment to the Subcontractor for the amounts owing and that the
6 Subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors,
7 employees or sureties for nonpayment by CONTRACTOR.

8 **ARTICLE 37. AUDIT AND INSPECTION OF RECORDS**

9 CONTRACTOR shall provide AUTHORITY, or other agents of AUTHORITY, such access to
10 CONTRACTOR's accounting books, records, payroll documents and facilities, as AUTHORITY deems
11 necessary. CONTRACTOR shall maintain such books, records, data and documents in accordance
12 with generally accepted accounting principles and shall clearly identify and make such items readily
13 accessible to such parties during CONTRACTOR's performance hereunder and for a period of four
14 (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and
15 records directly related to this Agreement shall also extend to all first-tier Subcontractors identified in
16 Article 36 of this Agreement. CONTRACTOR shall permit any of the foregoing parties to reproduce
17 documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

18 **ARTICLE 38. CONFLICT OF INTEREST**

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

1 B. If AUTHORITY determines that CONTRACTOR, its employees, or Subcontractors are subject
2 to disclosure requirements under the Political Reform Act (Government Code section 81000 et seq.),
3 CONTRACTOR and its required employees and Subcontractors shall complete and file Statements of
4 Economic Interest (Form 700) with AUTHORITY's Clerk of the Board disclosing all required financial
5 interests.

6 **ARTICLE 39. CODE OF CONDUCT**

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

10 **ARTICLE 40. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

11 CONTRACTOR and all Subcontractors performing work under this Agreement, shall be
12 prohibited from concurrently representing or lobbying for any other party competing for a contract with
13 AUTHORITY, either as a prime CONTRACTOR or Subcontractor. Failure to refrain from such
14 representation may result in termination of this Agreement.

15 **ARTICLE 41. FEDERAL, STATE AND LOCAL LAWS**

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

19 **ARTICLE 42. EQUAL EMPLOYMENT OPPORTUNITY**

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

1 **ARTICLE 43. PROHIBITED INTERESTS**

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

5 **ARTICLE 44. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

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

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

26 /

ARTICLE 45. PATENT AND COPYRIGHT INFRINGEMENT

A. In lieu of any other warranty by AUTHORITY or CONTRACTOR against patent or copyright infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any claim or suit against AUTHORITY on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONTRACTOR shall pay all costs and damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in writing of the suit or claim and given authority, information and assistance at CONTRACTOR's expense for the defense of same. However, CONTRACTOR will not indemnify AUTHORITY if the suit or claim results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by 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 46. 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

1 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction
2 except as elsewhere authorized in this Agreement. CONTRACTOR further agrees that it shall have no
3 interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject
4 to the provisions of the Freedom of Information Act, 5 USC 552.

5 B. It is expressly understood that any title to preliminary technical data is not passed to
6 AUTHORITY but is retained by CONTRACTOR. Preliminary data includes roughs, visualizations,
7 software design documents, layouts and comprehensives prepared by CONTRACTOR solely for the
8 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given
9 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
10 AUTHORITY if CONTRACTOR causes AUTHORITY to exercise Article 16, and a price shall be
11 negotiated for all preliminary data.

12 **ARTICLE 47. SEISMIC SAFETY REQUIREMENTS**

13 CONTRACTOR agrees that any new building or addition to an existing building will be designed
14 and constructed in accordance with the standards for Seismic Safety required in Department of
15 Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent
16 required by the regulation. CONTRACTOR also agrees to ensure that all work performed under this
17 contract including work performed by a Subcontractor is in compliance with the standards required by the
18 Seismic Safety Regulations and the certification of compliance issued on the project.

19 **ARTICLE 48. HEALTH AND SAFETY REQUIREMENT**

20 CONTRACTOR shall comply with all the requirements set forth in Exhibit E, Level 3
21 Safety Specifications.

22 **ARTICLE 49. LIMITATION ON GOVERNMENTAL DECISIONS**

23 CONTRACTOR shall not make, participate in making, or use its position to influence any
24 governmental decisions as defined by the Political Reform Act, Government Code section 8100 et seq.,
25 and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.
26 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 50. 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.

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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-4-2079 to be
2 executed as of the date of the last signature below.

3 **CONTRACTOR**

4 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

5 By: _____

6 Contractor Name

7 Contractor Title

8 By: _____

9 Darrell E. Johnson

10 Chief Executive Officer

11 **APPROVED AS TO FORM:**

12 By: _____

13 James M. Donich

14 General Counsel

15 **APPROVED:**

16 By: _____

17 Jim G. Beil, P.E.

18 Executive Director, Capital Programs

EXHIBIT D: FORMS

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

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

Name

Signature

Title

Date

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

**ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

RFP Number: _____ RFP Title: _____

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

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____
Contributor or Contributor Firm's Name: _____
Contributor or Contributor Firm's Address: _____

Is Contributor:
o The Prime Contractor Yes _____ No _____
o Subconsultant Yes _____ No _____
o Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes _____ No _____

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

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

Name of Board Member: _____
Name of Contributor: _____
Date(s) of Contribution(s): _____
Amount(s): _____

Name of Board Member: _____
Name of Contributor: _____
Date(s) of Contribution(s): _____
Amount(s): _____

Date: _____ Signature of Contributor _____

Print Firm Name _____ Print Name of Contributor _____

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Tam Nguyen, Chair
Doug Chaffee, Vice Chair
Ashleigh Aiken, Director
Valerie Amezcua, Director
Andrew Do, Director
Jon Dumitru, Director
Jamey Federico, Director
Katrina Foley, Director
Patrick Harper, Director
Michael Hennessey, Director
Fred Jung, Director
Farrah Khan, Director
Stephanie Klopfenstein, Director
Vicente Sarmiento, Director
John Stephens, Director
Donald Wagner, Director

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

EXHIBIT E: SAFETY SPECIFICATIONS

LEVEL 3 HEALTH, SAFETY AND ENVIRONMENTAL (HSE) 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 SDS 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 Safety Data Sheet (SDS) 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, 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 ENVIROMENTAL 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 1, 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 lifts 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 Manual (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: PERFORMANCE BOND

PERFORMANCE BOND**KNOW ALL MEN BY THESE PRESENTS:**

That we, _____
 hereinafter referred to as "Contractor", as principal, and _____
 as surety, are held and firmly bound unto the Orange County Transportation Authority,
 State of California, in the sum _____
 Dollars, (\$ _____), lawful money of the United States of America,
 for the payment of which sum, well and truly to be made, we bind ourselves, jointly and
 severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Agreement with the Orange County Transportation Authority for the **RFP 4-2079, "BUS WASH EQUIPMENT REPLACEMENT AT GARDEN GROVE BUS BASE,"** as specified in said Agreement, which is incorporated herein to this bond by reference, and is required under the terms of said Agreement to give this bond in connection with the execution thereof;

NOW THEREFORE, if the said Contractor shall well and truly do and perform all of the covenants and obligations of said Agreement on his part to be done and performed at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect; and in the event said Contractor fails to fully perform all requirements in accordance with the terms and conditions of said Agreement, then surety shall enforce performance by the Contractor or shall pay the Orange County Transportation Authority for the same in an amount not exceeding the amount specified in this bond; and, further, if in the event suit is brought upon this bond then said surety shall pay the Orange County Transportation Authority for reasonable attorneys' fees to be fixed by the court;

PROVIDED, that any changes in the work to be done, or the material to be furnished, whether or not made pursuant to the terms of said contract, shall not in any way release either the Contractor or the surety there under, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the surety, and notice of such changes or extensions of the contract is hereby waived by the surety.

WITNESS our hands this _____ day of _____, 202_.

(SEAL)

 (Contractor)
 By _____

Approved:

 (Title)

 (SEAL)

 (Surety)
 By _____

EXHIBIT G: PAYMENT BOND

PAYMENT BOND**KNOW ALL MEN BY THESE PRESENTS:**

That we, _____
 hereinafter referred to as "Contractor", as principal, and _____
 as surety, are held and firmly bound unto the Orange County Transportation Authority,
 State of California, in the sum _____
 Dollars, (\$ _____), lawful money of the United States of America, for
 the payment of which sum, well and truly to be made, we bind ourselves, jointly and
 severally, firmly by these presents.

The Condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Agreement with the ORANGE COUNTY TRANSPORTATION AUTHORITY for the **RFP 4-2079, "BUS WASH EQUIPMENT REPLACEMENT AT GARDEN GROVE BUS BASE,"** as specified in said Agreement, which is incorporated herein to this bond by reference, and is required under the terms of said Agreement to give this bond in connection with the execution thereof;

NOW, THEREFORE, if said Contractor or a subcontractor fails to pay any of the persons named in Section 9100 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of said Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then said surety will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court. This bond shall inure to the benefit of all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to such persons or their assigns in any suit brought upon this bond. This bond shall be subject to and include all of the provisions of Title 3 of Part 64 of Division 4 of the Civil Code of California relating to Payment Bond for Public Works, including but not confined to, Civil Code Sections 8150 – 8154, inclusive and Sections 9550 - 9566, inclusive.

PROVIDED, that any changes in the work to be done or the material to be furnished, whether or not made pursuant to the terms of said contract, shall not in any way release either the Contractor or the surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the surety, and notice of such alterations or extensions of the contract is hereby waived by the surety.

PAYMENT BOND, PAGE 2

WITNESS our hands this _____ day of _____, 202_.

(SEAL)

(Contractor)

By _____

(Title)

Approved:

(Surety)

(SEAL)

By _____

EXHIBIT H: GUARANTY

GUARANTY

The undersigned, as "Contractor," guarantees to the Orange County Transportation Authority that the materials furnished and the completed installation work, and the related work performed by the Contractor pursuant to Agreement No. **C-4-2079, "BUS WASH EQUIPMENT REPLACEMENT AT GARDEN GROVE BUS BASE"**.

- A. For a period of one (1) year from the date of completion, as evidenced by the date of final acceptance of the work by the Authority, the Contractor warrants to the Authority that work performed and materials furnished under this Contract conforms to the Contract requirements and shall be free from any defect in design, material or workmanship performed by the Contractor or its subcontractors or suppliers. Notwithstanding the foregoing, Contractor shall not be liable for any defects of design, material or equipment provided by Authority.
- B. Under this guaranty, the Contractor shall remedy at its own expense any such failure to conform or any such defect.
- C. Nothing in the above intends or implies that this warranty shall apply to work, which has been abused or neglected by the Authority.
- D. This guaranty shall be in addition to the other guarantees and warranties specified in the Agreement and shall be enforceable concurrently with, or in lieu of, said other guarantees.

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after the date on which the work is accepted by the Authority, the undersigned agrees to reimburse the Authority, upon demand, for its expenses incurred in restoring any such equipment or materials replaced and the cost of removing and replacing any other work without cost to the Authority so that said work will function correctly as originally contemplated.

The Authority shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Authority elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Authority. If the undersigned shall fail or refuse to comply with its obligations under this guaranty, the Authority shall be entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reasons of the said failure or refusal.

GUARANTY, PAGE 2

Subscribed and sworn to before me

Name

this ____ day of _____, 202__

Title

Seal of Notary

Signature

Notary Public

Date