

REQUEST FOR PROPOSALS (RFP) 4-2467

# ON-CALL MATERIALS TESTING AND INSPECTION SERVICES FOR OCTA FACILITIES



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

Key RFP Dates

Issue Date:	September 16, 2024
Pre-Proposal Conference Date:	September 24, 2024
Question Submittal Date:	October 1, 2024
Proposal Submittal Date:	October 15, 2024
Interview Date:	November 19, 2024

**TABLE OF CONTENTS**

**SECTION I: INSTRUCTIONS TO OFFERORS ..... 1**

**SECTION II: PROPOSAL CONTENT ..... 8**

**SECTION III: EVALUATION AND AWARD ..... 15**

**EXHIBIT A: SCOPE OF WORK..... 19**

**EXHIBIT B: COST AND PRICE FORMS ..... 21**

**EXHIBIT C: PROPOSED AGREEMENT ..... 23**

**EXHIBIT D: FORMS..... 25**

**EXHIBIT E: SAFETY SPECIFICATIONS ..... 28**

**EXHIBIT F: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS..... 30**



September 16, 2024

**NOTICE OF REQUEST FOR PROPOSALS**

**RFP 4-2467: “ON-CALL MATERIALS TESTING AND INSPECTION SERVICES FOR OCTA FACILITIES”**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to **provide on-call materials testing and inspection services for OCTA Facilities projects**. The budget for this project is \$475,000 for a three-year term.

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

**Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of 2:00 p.m. on October 15, 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 4-2467**” 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 4-2467, 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>
Construction	Inspection Services
Professional Services	Inspection - Testing & Analysis

A hybrid pre-proposal conference will be on September 24, 2024, at 1:00 p.m. in conference room 09. Prospective Offerors may join in person or call-in using the following credentials:

- [Teams Meeting](#)
- OR Call-in Number: 1-916-550-9867
- Conference ID: 201 639 035#

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

The Authority has established November 19, 2024, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

**SECTION I: INSTRUCTIONS TO OFFERORS**

**SECTION I. INSTRUCTIONS TO OFFERORS****A. PRE-PROPOSAL CONFERENCE**

A hybrid pre-proposal conference will be on September 24, 2024, at 1:00 p.m. in conference room 09. Prospective Offerors may join in person or call-in using the following credentials:

- [Teams Meeting](#)
- OR Call-in Number: 1-916-550-9867
- Conference ID: 201 639 035#

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:

Aaron Delgado, Associate Contract Administrator  
Contracts Administration and Materials Management Department  
600 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584  
Phone: 714.560. 5443, Fax: 888.404.6282  
Email: adelgado@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 [adelgado@octa.net](mailto:adelgado@octa.net) no later than 5:00 p.m., on October 1, 2024.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 4-2467" 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 October 7, 2024. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

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

Category:  
Construction

Commodity:  
Inspection Services

Professional Services

Inspection - Testing &amp; Analysis

Inquiries received after 5:00 p.m. on October 1, 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 October 15, 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 4-2467" from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

### 2. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.

- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

**G. PRE-CONTRACTUAL EXPENSES**

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

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

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

**H. JOINT OFFERS**

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

**I. TAXES**

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

**J. PROTEST PROCEDURES**

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

**K. CONTRACT TYPE**

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

**L. CONFLICT OF INTEREST**

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

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

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

**M. CODE OF CONDUCT**

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

**N. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT**

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California Public Records Act, Government Code sections 7920.000 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

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

Proposal. The Authority reserves the right to make an independent decision to disclose records and material.

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

**O. STATEMENT OF ECONOMIC INTERESTS**

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

**P. PAYMENT**

The Offeror to whom a contract for the work is awarded by the Authority ("the proposer") shall comply with Labor Code Sections 1171, *et seq.* and the implementing regulations and wage orders promulgated by the California Department of Industrial Relations. The proposer shall not submit to the Authority any materials, including, but not limited to, fee schedules, which require the Authority to pay for hours other than work actually completed, such as reporting time pay. Any submission, inadvertent or otherwise, will not be binding on the Authority.

**Q. SAFETY SPECIFICATIONS**

Offerors shall comply with Safety Specifications Level 2 for RFP 4-2467 as included in this RFP as Exhibit E, during the term of the awarded Agreement.

**SECTION II: PROPOSAL CONTENT**

## **SECTION II. PROPOSAL CONTENT**

### **A. PROPOSAL FORMAT AND CONTENT**

#### **1. Format**

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

#### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Aaron Delgado, Associate 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 Scope of Work, and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

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

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

**d. Exceptions/Deviations**

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

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

#### **4. Cost and Price Proposal**

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

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

#### **5. Appendices**

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

### **B. FORMS**

#### **1. 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.

#### **2. Proposal Exceptions and/or Deviations Form**

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

**SECTION III: EVALUATION AND AWARD**

### SECTION III. EVALUATION AND AWARD

#### A. EVALUATION CRITERIA

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

1. **Qualifications of the Firm** **30%**  
  
 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** **20%**  
  
 Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
3. **Work Plan** **20%**  
  
 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
4. **Cost and Price** **30%**  
  
 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 November 19, 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 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.

**C. AWARD**

The Authority will consider the selection of the firm(s) recommended by the Evaluation 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 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.

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

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

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

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

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

**EXHIBIT A: SCOPE OF WORK**

## STATEMENT OF WORK

### ON-CALL MATERIALS TESTING AND INSPECTION SERVICES FOR OCTA FACILITIES PROJECTS

#### **PROJECT BACKGROUND**

The Orange County Transportation Authority (AUTHORITY) owns five (5) maintenance and operations facilities, one in the cities of Anaheim, Garden Grove, and Santa Ana; and two in the City of Irvine; plus, various transportation centers and park-and-ride facilities throughout Orange County. Additionally, in the next few years, the AUTHORITY will own and operate OC Streetcar Maintenance and Storage Facility in the City of Santa Ana and Transit Security and Operations Center in the City of Anaheim, which are both currently under construction. The AUTHORITY'S facilities and locations are listed in Exhibit B. The AUTHORITY may require Material Testing and Inspection Services at any AUTHORITY-owned facility.

The CONSULTANT shall provide materials testing and inspection services on an on-call basis with no guaranteed usage.

The AUTHORITY'S projects for which services are needed consist of miscellaneous facility modification projects.

#### **LIMITATION ON GOVERNMENTAL DECISIONS**

Nothing contained in this scope of work permits CONSULTANT's personnel to 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, CONSULTANT'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.

#### **CONSULTANT SERVICES:**

CONSULTANT shall provide all labor, materials, equipment, and facilities to perform materials testing and inspection services, as required by the AUTHORITY. These services may include, but not be limited to, performing required testing of soils, asphalt concrete, masonry, concrete, structural steel, asbestos containing materials and lead containing materials. In addition, special deputy inspection services for welding, reinforcing steel, masonry, concrete placement, and roofing installation may be required, on an as-needed basis. Soil technician and special deputy inspector shall submit a field report of the work inspected or tested at the end of workday. The contemplated tests required are listed as part of the Price Summary Sheet (Exhibit B) of this Agreement.

Upon AUTHORITY's request, CONSULTANT shall provide additional materials testing and inspection services as directed. Other tests may be required. CONSULTANT shall provide its published rates schedule that lists CONSULTANT's standard testing and inspection services not specifically listed on Exhibit B that will be offered to Authority at CONSULTANT's standard published rates less a percent discount.

CONSULTANT shall provide recommendations for the service requested by OCTA on types of tests, number and locations of the samples to be taken for the tests.

All testing shall be performed in accordance with the California Test Methods and ASTM Standard Test Methods as indicated, and as may be required.

Testing machines shall be calibrated annually or more frequently by impartial means using devices of accuracy traceable to the National Bureau of Standards. Nuclear gauges shall be used to perform soils relative compaction field-test unless other methods are approved in advance by the AUTHORITY.

CONSULTANT shall prepare and submit to the AUTHORITY reports of tests and mill analysis requested by the AUTHORITY hereunder. Such reports shall include, at a minimum, a description of the specimen(s) used, a description of the test performed with these specimens, a description of the test conditions, equipment and facilities used, and the results of such tests. Costs of reports for all tests listed on Exhibit B, except for a final soil report, shall be included on the firm's published rates schedule for the contemplated tests. The report (results) of each test shall be sent to the AUTHORITY and four (4) additional designated parties no later than one (1) working day following the date on which the test or service was performed.

AUTHORITY will pay only for the services requested or agreed to be performed. Supervisory review of field /test data shall be included on the firm's price schedule for the contemplated tests and no additional compensation will be allowed for such review. Firms should respond to AUTHORITY's request for service within 16-hours of said notice.

Invoices submitted for payment shall include the following information by line item and conform to OCTA Agreement requirements:

- A) Date service / test performed
- B) Service or test performed
- C) Quantity or hours of performed service
- D) Test / Report number (if applicable)
- E) Unit price for service performed per Exhibit B and/or Published Rates Schedule
- F) Line-item total
- G) Certification

**CERTIFICATION AND OTHER REQUIREMENTS**

- A. Field Inspectors /Material Testers are required to be certified in the specific field for which they are engaged in and must have a good knowledge of current construction practices. (Certifications should be valid in Orange County and in the city where project is under construction).
- B. The laboratory used by the firm shall maintain a laboratory procedure manual describing the methods used for recording, processing, and reporting data, the sources of reference material, standards, and test methods. The manual will be made available to the AUTHORITY upon request.
- C. The laboratory shall have a quality control plan in effect during the entire time work is being performed under the contract. The plan shall include quality control, quality assurance, and equipment calibration programs for the laboratory.
- D. The laboratory shall maintain an inventory of testing equipment listing the manufacturer, model, serial number, calibration, and tolerance.
- E. CONSULTANT shall certify all work (compaction of foundation base, base, sub-base, asphalt concrete, concrete, reinforcing steel, structural steel welding, etc.) conducted, inspected, and tested under the supervision of its staff, and if required by the local jurisdiction (city or County of Orange).
- F. CONSULTANT may be required to submit the test results on the same day or the following day (within 24 hours) of the day the samples are taken.
- G. CONSULTANT may be required to send the test results to local agencies having jurisdiction over the project.
- H. After receipt of the fully executed Agreement, CONSULTANT shall submit all safety documentation required in the Agreement to OCTA for a compliance review by OCTA. No work shall be performed in the field until safety submittal documentation is deemed to be in compliance with OCTA requirements.

**FACILITIES and LOCATIONS**

**ON-CALL MATERIALS TESTING AND INSPECTION SERVICES  
FOR FACILITIES PROJECTS**

Anaheim Bus Base  
1717 E. Via Burton  
Anaheim, CA 92806

Laguna Beach Transportation Center  
375 Broadway  
Laguna Beach, CA 92651

Garden Grove Bus Base  
11790 Cardinal Circle  
Garden Grove, CA 92843

Laguna Hills Transportation Center  
24282 Calle de los Caballeros  
Laguna Hills, CA 92653

Irvine Construction Circle Bus Base  
16281 Construction Circle West  
Irvine, CA 92606

Newport Transportation Center  
1550 Avocado Avenue  
Newport Beach, CA 92660

Irvine Sand Canyon Bus Base  
14736 Sand Canyon Road  
Irvine, CA 92618

Brea Park and Ride  
Lambert and State College  
Brea, CA

Santa Ana Bus Base  
4301 W. MacArthur Blvd.  
Santa Ana, CA 92704

Fullerton Park and Ride Facility  
3000 W. Orangethorpe Avenue  
Fullerton, CA 92833

Golden West Transportation Center  
7301/7401 Center Avenue  
Huntington Beach, CA 92803

OC Streetcar Maintenance & Storage  
Facility  
2008 W. Fifth Street  
Santa Ana, CA 92703

Fullerton Transportation Center  
123 S. Pomona  
Fullerton, CA 92833

Transit Security and Operations Center  
1460 W. Lincoln Ave.  
Anaheim, CA 92801

**EXHIBIT B: COST AND PRICE FORMS**

**PRICE SUMMARY SHEET**

**REQUEST FOR PROPOSALS (RFP) 4-2467**

Enter below the proposed price for each of the tests described below. Prices quoted shall include all direct costs, indirect costs, and profit for a fully burdened total rate for each test or service to be provided including furnishing related test report(s).

The proposer to whom a contract for the work is awarded by the Authority (“the proposer”) shall comply with Labor Code Sections 1171, *et seq.* and the implementing regulations and wage orders promulgated by the California Department of Industrial Relations. The proposer shall not submit to the Authority any materials, including, but not limited to, fee schedules, which require the Authority to pay for hours other than work actually completed, such as reporting time pay. Any submission, inadvertent or otherwise, will not be binding on the Authority.

**SOILS TESTS**

<u>ASTM</u>	<u>Maximum Density and Optimum Moisture Content</u>	
D 1557	Method A or B (10 Lb Hammer, 4" Mold)	\$ _____
	Method C (10 Lb Hammer, 6" Mold)	\$ _____
	California State Impact (Test Method 216 F)	\$ _____
D 2216	Max. Density/Optimum Moisture Content Determination	\$ _____
	Relative Compaction	\$ _____
D 2419	Sand Equivalent	\$ _____
	Sieve Analysis	\$ _____

**CONCRETE**

	<u>Compression Testing</u>	
C 39	6" x12" Concrete Cylinders (Incl. Mold)	\$ _____
	Concrete cores 2", 4", 6", Diameter (Testing only)	\$ _____
	Handling Charge, Cylinders not broken	\$ _____
	Cylinders Mold, 6"x12"	\$ _____
	Pick-Up Cylinders from Project Site	\$ _____

**ASPHALT CONCRETE**

	HVEEM Mix Design Test	\$ _____
Calif. 375	Max Density Test	\$ _____
Calif. 375	Relative Compaction Test	\$ _____

**MORTAR AND GROUT**

<u>Mortar and Grout: UBC Standard 24-23</u>	
Compression 2" x 4" Mortar Cylinder, Each	\$ _____
Compression 3" x 6" Grout Prisms, Each.	\$ _____
Compression Test 2" Cubes, ASTM C 109, Each	\$ _____

**REINFORCING STEEL**

Tensile Test	
No 8 Bar & Smaller	\$ _____
No 9 Bar to No 11	\$ _____
Bend Test	
No 11 Bar and smaller	\$ _____
Steel Sampling	\$ _____/Hr

**TESTING AND INSPECTION LABOR**

<u>Construction Material Testing and Inspection</u>	
Registered Engineer	\$ _____/Hr
Inspection Supervisor	\$ _____/Hr
Batch Plant Inspection	\$ _____/Hr
Laboratory Technician	\$ _____/Hr
Sample Collection (field)	\$ _____/Hr
Field Technician	\$ _____/Hr
Field Technician with Truck (Mobile Soils Lab.)	\$ _____/Hr

<u>Construction Inspectors</u>	
Reinforcing Steel and Epoxy Dowel Inspector	\$ _____/Hr
Structural Steel Welding/ High-Strength Bolting Inspector	\$ _____/Hr
Structural Steel Inspector	\$ _____/Hr
Concrete Inspector	\$ _____/Hr
Masonry Inspector	\$ _____/Hr
Asphalt Concrete Inspector	\$ _____/Hr
Non-Destructive Testing (Technician and Equipment)	\$ _____/Hr
Non-Destructive Testing Assistant	\$ _____/Hr
Roof Inspector	\$ _____/Hr
Fireproof Inspector	\$ _____/Hr

<u>Welders Certification (ASTM)</u>	
Unlimited Thickness (1"+) All Positions	\$ _____/Plate
Limited Thickness (Under 1") All Positions	\$ _____/Plate

<u>Mix Design Review</u>	
Concrete Mix Reviews	\$ _____
Asphalt Concrete Mix Reviews	\$ _____

**LABORATORY TESTING**

Roof Membrane, Insulation, and Coverings \$\_\_\_\_\_/Hr

Attach a list of firm's Published Rates for Testing and Inspection Services not listed above. Below, provide percent discount from Published Rates offered to Authority.

\_\_\_\_\_% Discount from Published Rates not priced above.

\_\_\_\_\_% Proposed annual escalation rate effective January 1, 2026, and each subsequent January 1 of the term of the agreement

\_\_\_\_\_% Proposed Consultant markup to prevailing wage rates (factor applied to prevailing wage rate to arrive at billing rate)

1. I acknowledge receipt of **RFP 4-2467** and Addenda No.(s)\_\_\_\_\_:
2. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal.  
(Minimum of 120)

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_

FACSIMILE # \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

SIGNATURE OF PERSON  
AUTHORIZED TO BIND OFFEROR \_\_\_\_\_

NAME AND TITLE OF PERSON  
AUTHORIZED TO BIND OFFEROR \_\_\_\_\_

\_\_\_\_\_

DATE SIGNED \_\_\_\_\_

**EXHIBIT C: PROPOSED AGREEMENT**

1 **PROPOSED AGREEMENT NO. C- 4-2467**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

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

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to provide On-Call Materials  
12 Testing and Inspection Services for OCTA Facilities; and

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

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

16 **WHEREAS**, CONSULTANT wishes to perform these services;

17 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CONSULTANT  
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 CONSULTANT 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 CONSULTANT'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 CONSULTANT's obligation in respect thereto shall continue in full force and effect.  
3 Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when  
4 specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written  
5 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

6 **ARTICLE 2. AUTHORITY DESIGNEE**

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

9 **ARTICLE 3. SCOPE OF WORK**

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

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

<u>Names</u>	<u>Functions</u>

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

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

4 **ARTICLE 4. TERM OF AGREEMENT**

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

7 **ARTICLE 5. PAYMENT**

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

11 B. For each full hour of labor satisfactorily performed by CONSULTANT's personnel under this  
12 Agreement, AUTHORITY shall pay CONSULTANT at the hourly labor rates specified in Exhibit B, entitled  
13 "Price Summary Sheet," which is attached to and by this reference, incorporated in and made a part of  
14 this Agreement. These rates are acknowledged to include CONSULTANT's direct labor costs, indirect  
15 costs, and profit. Furthermore, AUTHORITY shall reimburse CONSULTANT for the exact amount of the  
16 expenses shown in Exhibit B, which are directly incurred by its personnel in the performance of work  
17 under this Agreement. AUTHORITY will not reimburse CONSULTANT for any other expenses not  
18 approved in the attached Exhibit B, including, but not limited to reimbursement for local meals.

19 C. For personnel subject to prevailing wage rates as described in the California Labor Code, all  
20 salary increases which are the direct result of changes in the prevailing wage rates are reimbursable.

21 D. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to  
22 the work actually completed by CONSULTANT. CONSULTANT shall comply with  
23 Labor Code Sections 1171, *et seq.* and the implementing regulations and wage orders promulgated by  
24 the California Department of Industrial Relations. CONSULTANT shall not invoice AUTHORITY for hours  
25 other than work actually completed, such as reporting time pay. Work completed shall be documented in  
26 a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted

1 by CONSULTANT. AUTHORITY shall pay CONSULTANT at the hourly labor rates specified in  
2 Exhibit B, entitled "Price Summary Sheet," which is attached to and by this reference, incorporated in and  
3 made a part of this Agreement. CONSULTANT shall also furnish such other information as may be  
4 requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY  
5 may decline to make full payment until such time as CONSULTANT has documented to AUTHORITY's  
6 satisfaction, that CONSULTANT has fully completed all work required. AUTHORITY's payment in full  
7 shall not constitute AUTHORITY's final acceptance of CONSULTANT's work under such task; final  
8 acceptance shall occur only when AUTHORITY'S release of the retention as described in Paragraph E.

9 E. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations  
10 under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice  
11 submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and shall  
12 be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless AUTHORITY  
13 elects to audit CONSULTANT's records in accordance with Article 16 of this Agreement. If AUTHORITY  
14 elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of  
15 completion of such audit in an amount reflecting any adjustment required by such audit. During the term  
16 of the Agreement, at its sole discretion, AUTHORITY reserves the right to release all or a portion of the  
17 retained amount based on CONSULTANT's satisfactory completion of certain milestones.  
18 CONSULTANT shall invoice AUTHORITY for the release of the retention in accordance with Article 5.

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

- 25 1. Agreement No. C- 4-2467;
- 26 2. Specify the effort for which the payment is being requested;

3. The time period covered by the invoice;

4. Labor (staff name, hours charged, hourly billing rate, current charges, and cumulative charges) performed during the billing period;

5. Total monthly invoice (including project-to-date cumulative invoice amount); and retention;

6. Itemized expenses including support documentation incurred during the billing period;

7. Monthly Progress Report;

8. Certification signed by the CONSULTANT or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONSULTANT intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.

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

**ARTICLE 6. MAXIMUM OBLIGATION**

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

**ARTICLE 7. NOTICES**

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing

1 said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and  
 2 addressed as follows:

3 To CONSULTANT:		To AUTHORITY:	
4		Orange County Transportation Authority	
5		550 South Main Street	
6		P.O. Box 14184	
7		Orange, CA 92863-1584	
8 ATTENTION:		ATTENTION:	Aaron Delgado
9 Title:		Title:	Associate Contract Administrator
10 Phone:		Phone: (714) 560 - 5443	
11 Email:		Email: adelgado@octa.net	
12		Cc: Jim Khan, Project Manager	
13		jkhan@octa.net	

14 **ARTICLE 8. INDEPENDENT CONTRACTOR**

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

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

26 /

1           **ARTICLE 9. INSURANCE**

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

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

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

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

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

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

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

26           C. CONSULTANT shall include on the face of the certificate of insurance the Agreement Number

1 C- 4-2467 and, the Contract Administrator's Name, Aaron Delgado.

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

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

8 **ARTICLE 10. ORDER OF PRECEDENCE**

9 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:  
10 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 4-2467; (3)  
11 CONSULTANT's proposal dated \_\_\_\_\_; (4) all other documents, if any, cited herein or  
12 incorporated by reference.

13 **ARTICLE 11. CHANGES**

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

22 **ARTICLE 12. DISPUTES**

23 A. Except as otherwise provided in this Agreement, when a dispute arises between  
24 CONSULTANT and AUTHORITY, the project managers shall meet to resolve the issue. If project  
25 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts  
26 Administration and Materials Management (Camm), who shall reduce the decision to writing and mail or

1 otherwise furnish a copy thereof to CONSULTANT. The decision of the Director, CAMM, shall be the  
2 final and conclusive administrative decision.

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

8 **ARTICLE 13. TERMINATION**

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

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

24 **ARTICLE 14. INDEMNIFICATION**

25 A. CONSULTANT shall indemnify, defend and hold harmless AUTHORITY, its  
26 officers, directors, employees and agents (indemnities) from and against any and all claims (including

attorneys' fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by CONSULTANT, its officers, directors, employees, agents, subconsultants or suppliers in connection with or arising out of the performance of this Agreement.

**ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

*Add the following language if CONSULTANT has subcontracted with subconsultant(s) at time of contract award:*

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

**Subcontractor Name/Addresses**

**Subcontractor Amounts**

\$ .00

\$ .00

*Add the following language if CONSULTANT has not subcontracted with subconsultant(s) at time of contract award:*

B. If CONSULTANT wishes to subcontract any of the work described in Exhibit B, AUTHORITY must be given prior notification and must consent to CONSULTANT's subcontracting portions of the

1 Scope of Work to the requested subconsultant(s). If AUTHORITY approves of the subconsultant,  
2 CONSULTANT shall include in the subcontract agreement the stipulation that CONSULTANT, not  
3 AUTHORITY, is solely responsible for payment to the subconsultant for the amounts owing and that the  
4 subconsultant shall have no claim, and shall take no action, against AUTHORITY, its officers, directors,  
5 employees or sureties for nonpayment by CONSULTANT.

6 **Subcontractor Name/Addresses**

**Subcontractor Amounts**

7 \$.00

8 \$.00

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

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

19 /

20 **ARTICLE 17. CONFLICT OF INTEREST**

21 A. CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict  
22 of interest means that due to other activities, relationships or contracts, the CONSULTANT is unable, or  
23 potentially unable to render impartial assistance or advice to AUTHORITY; CONSULTANT's objectivity  
24 in performing the work identified in the Scope of Work is or might be otherwise impaired; or  
25 CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose to  
26 AUTHORITY in writing Conflict of Interest issues as soon as they are known to CONSULTANT. All

1 disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This  
2 disclosure requirement is for the entire term of this Agreement.

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

8 **ARTICLE 18. CODE OF CONDUCT**

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

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

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

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

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

21 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

22 In connection with its performance under this Agreement, CONSULTANT shall not discriminate  
23 against any employee or applicant for employment because of race, religion, color, sex, age or national  
24 origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that  
25 employees are treated during their employment, without regard to their race, religion, color, sex, age or  
26 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,

1 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other  
2 forms of compensation; and selection for training, including apprenticeship.

3 **ARTICLE 22. PROHIBITED INTERESTS**

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

7 /

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

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

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

24 C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be  
25 released by CONSULTANT to any other person or agency except after prior written approval by  
26 AUTHORITY, except as necessary for the performance of services under this Agreement. All press

1 releases, including graphic display information to be published in newspapers, magazines, etc., are to be  
2 handled only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.

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

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

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

24 **ARTICLE 25. FINISHED AND PRELIMINARY DATA**

25 A. All of CONSULTANT's finished technical data, including but not limited to illustrations,  
26 photographs, tapes, software, software design documents, including without limitation source code,

1 binary code, all media, technical documentation and user documentation, photoprints and other graphic  
2 information required to be furnished under this Agreement, shall be AUTHORITY's property upon  
3 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction  
4 except as elsewhere authorized in this Agreement. CONSULTANT further agrees that it shall have no  
5 interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject  
6 to the provisions of the Freedom of Information Act, 5 USC 552.

7 B. It is expressly understood that any title to preliminary technical data is not passed to  
8 AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations,  
9 software design documents, layouts and comprehensives prepared by CONSULTANT solely for the  
10 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given  
11 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to  
12 AUTHORITY if CONSULTANT causes AUTHORITY to exercise Article 13, and a price shall be  
13 negotiated for all preliminary data.

14 **ARTICLE 26. GENERAL WAGE RATES**

15 A. All laborers and mechanics employed by CONTRACTOR or subcontractor at any tier  
16 working on the construction site, will be paid unconditionally and not less often than once a week  
17 and without any subsequent deduction or rebate on any account (except such payroll deductions  
18 as are permitted or required by federal, state or local law, regulation or ordinance), the full  
19 amounts due at the time of payment computed at wage rates and per diem rate not less than  
20 the aggregate of the highest of the two basic hourly rates and rates of payments, contributions  
21 or costs for any fringe benefits contained in the current general prevailing wage rate(s) and per  
22 diem rate(s), established by the Director of the Department of Industrial Relations of the State of  
23 California, (as set forth in the Labor Code of the State of California, commencing at Section 1770  
24 et. seq.), regardless of any contractual relationship which may be alleged to exist between  
25 CONTRACTOR or subcontractor and their respective mechanics, laborers, journeypersons,  
26 workpersons, craftspersons or apprentices. Copies of the current General Prevailing Wage

1 Determinations and Per Diem Rates are on file at AUTHORITY's offices and will be made  
2 available to CONTRACTOR upon request. CONTRACTOR shall post a copy thereof at each  
3 job site at which work hereunder is performed.

4 B. In addition to the foregoing, CONTRACTOR agrees to comply with all other provisions  
5 of the Labor Code of the State of California, which are incorporated herein by reference,  
6 pertaining to workers performing work hereunder including, but not limited to, those provisions  
7 for work hours, payroll records and apprenticeship employment and regulation program.  
8 CONTRACTOR agrees to insert or cause to be inserted the preceding clause in all subcontracts,  
9 which provide for workers to perform work hereunder regardless of the subcontractor tier.

10 **ARTICLE 27. CONTRACTOR PURCHASED EQUIPMENT**

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

17 B. CONSULTANT shall maintain an inventory record for each piece of equipment purchased  
18 that will be paid for by the AUTHORITY. The inventory record shall include the date acquired, total cost,  
19 serial number, model identification, and any other information or description necessary to identify said  
20 equipment or supply. A copy of the inventory record shall be submitted to the AUTHORITY upon request.

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

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

3 **ARTICLE 28. HEALTH AND SAFETY REQUIREMENT**

4 CONSULTANT shall comply with all the requirements set forth in Exhibit \_\_\_\_, Level 2 Health,  
5 Safety and Environmental Specifications.

6 **ARTICLE 29. LIMITATION ON GOVERNMENTAL DECISIONS**

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

15 **ARTICLE 30. FORCE MAJEURE**

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

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C- 4-24674-2467 to be executed as of the date of the last signature below.

**CONSULTANT**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

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

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

Lydia Bilynsky  
Department Manager, Capital Projects

**APPROVED AS TO FORM:**

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

James M. Donich  
General Counsel

**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.

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT E: SAFETY SPECIFICATIONS**

## LEVEL 2 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

### PART I – GENERAL

#### 1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC), requirements of this safety specification, project site requirements, and bus yard safety rules as well as all federal, state, and local regulations pertaining to scope of work or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

#### C. INJURY AND ILLNESS PREVENTION PROGRAM

The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

#### D. SUBSTANCE ABUSE PREVENTION PROGRAM

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

#### E. HAZARD COMMUNICATION PROGRAM

- 1. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- 2. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

**F. STORM WATER POLLUTION PREVENTION PLAN**

1. The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

**G. DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE**

1. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
2. 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.
3. The Contractor's HSE Representative is subject to acceptance by the Authority Project Manager, and the HSEC Department. All contact information of the HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager, upon request, within 72 hours.
4. The Contractor's HSE Representative shall hold a current certification from the Board of Certified Safety Professionals (BCSP) and have five years of demonstrated construction/scope experience enforcing HSE compliance on construction, industrial or similar project scopes. The designated HSE Representative shall participate in any required 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.
5. 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.
6. 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.

## H. SCOPE PLANNING

Prior to any scope work activity or task, the Contractor shall evaluate the hazards of the scope of work and the work environment to ensure proper control measures are identified for employee public and property protection measures to prevent incidents. This evaluation shall be implemented by developing a written site specific Job Hazard Analysis (JHA) or similar tool designed for planning the work to prevent incidents. The plan shall be provided to the Authority's Project Manager, upon request, within 72 hours.

## I. ORIENTATION

1. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 or 3 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. Copies of orientation documents shall be provided to the Authority Project Manager within 72 hours upon request.

## J. TRAFFIC & PARKING

The Contractor shall ensure that all Contractor vehicles, including those of their subcontractors, suppliers, vendors and employees are parked in designated parking areas, personal vehicles shall be parked in the employee parking lot, work vehicles required in the maintenance area of a bus base shall be identified by company name and/or logo, covered by the company insurance, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots. Vehicles without appropriate company name and logo are considered personal vehicles and not allowed in the maintenance area of the bus base.

## K. GENERAL PROVISIONS

1. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
2. The Contractor shall immediately notify the Authority's Project Manager whenever local, state or federal regulatory agency personnel are identified as being onsite.

3. 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.
4. 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.
5. The Contractor shall instruct all its employees, and all associated sub-contractors under contract with the Contractor who work on Authority property in the recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.
6. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, and each Contractor is encouraged to exceed minimum requirements. When the Contractor safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of the public and workers.

## 1.2 ENVIRONMENTAL REQUIREMENTS

- A. The Contractor shall comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, contaminated soils, hazardous waste, storm water, and resources of archaeological significance. Expense of compliance with these laws and regulations is considered included in the agreement. Contractor shall provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.
- B. The Contractor shall prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials. Fuels, oils, bitumen, calcium chloride, cement, or other contaminants that would contribute to water pollution shall not be dumped into or placed where they will leach into storm drains, rivers, streams, irrigation ditches, or reservoirs. If operating equipment in streambeds or in and around open waters, protect the quality of ground water, wetlands, and surface waters.
- C. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.

- D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.

### 1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
  2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
  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 public that arise from the performance of Authority contract work. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- C. A final 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, Investigative photos of the existing conditions and area around the injury/incident scene, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.

- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident 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 company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), 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. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
  2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
  3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
  4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

#### 1.4 PERSONAL PROTECTIVE EQUIPMENT

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.

#### 1.5 LANGUAGE REQUIREMENTS

The Contractor for safety reasons shall ensure employees that do not read, or understand English, shall have a bilingual supervisor or foreman when on the Authority property or projects.

**1.6 WARNING SIGNS AND DEVICES**

The Contractor shall provide signs, signals, and/or warning devices to be visible when and where a hazard exists. Signs, signals, and/or warning devices shall be removed when the hazard no longer exists.

**1.7 REFERENCES**

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. Board of Certified Safety Professionals (BCSP)
- F. OCTA Yard Safety Rules

**END OF SECTION**

**EXHIBIT F: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

**PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

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

Offeror: \_\_\_\_\_

RFP No.: \_\_\_\_\_ RFP Title: \_\_\_\_\_

Deviation or Exception No. : \_\_\_\_\_

Check one:

- Scope of Work (Technical) \_\_\_\_\_
- Proposed Agreement (Contractual) \_\_\_\_\_

Reference Section/Exhibit: \_\_\_\_\_ Page/Article No. \_\_\_\_\_

Complete Description of Deviation or Exception:

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Rationale for Requesting Deviation or Exception:

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Area Below Reserved for Authority Use Only:
