

REQUEST FOR PROPOSALS (RFP) 4-2582

**CONSTRUCTION MANAGEMENT  
SERVICES FOR SLOPE  
STABILIZATION PROJECT - PHASE II**



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

**Key RFP Dates**

<b>Issue Date:</b>	<b>November 18, 2024</b>
<b>Pre-Proposal Conference Date:</b>	<b>November 25, 2024</b>
<b>Question Submittal Date:</b>	<b>December 3, 2024</b>
<b>Proposal Submittal Date:</b>	<b>January 9, 2025</b>
<b>Interview Date:</b>	<b>January 27, 2025</b>

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November 15, 2024

**NOTICE OF REQUEST FOR PROPOSALS**

**(RFP): 4-2582: “CONSTRUCTION MANAGEMENT SERVICES FOR SLOPE STABILIZATION PROJECT - PHASE II”**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide staff assistance and technical expertise to manage the construction phase of the PROJECT and to administer the construction contracts.

**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 January 9, 2025. 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 4-2582**” 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 CMM NET at <https://cammnet.octa.net>.

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

To receive all further information regarding this RFP 4-2582, firms and subconsultants must be registered on CMM 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	Construction Management Services
	Inspection Services
Professional Consulting	Construction Consulting
	Environmental Consulting
Professional Services	Engineering - Civil
	Engineering - Structural
	Inspection - Testing & Analysis
	Land Surveying

A pre-proposal conference will be held in- person in Conference Room 08 and via teleconference on November 25, 2024, at 02: 00 p.m.. Prospective Offerors may join or call-in using the following credentials:

- [Join the meeting now](#)
- OR Call-in Number: +1 916-550-9867
- Conference ID: 975 237 439#

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 January 27, 2025, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

as shown in the current minimum wage schedules. Offerors must use the current wage schedules applicable at the time the work is in progress.

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

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

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

The prime consultants and all subconsultants awarded a contract as a result of this solicitation shall maintain an appropriate time-keeping system that identifies labor hours expended by project.

**Prohibition:**

To prevent potential conflicts of interest, the following prohibitions apply to this solicitation:

The prime consultant firm, including all subconsultants (at any tier) awarded this contract to perform construction management services for the Construction Management Services for Slope Stabilization Project - Phase II will be ineligible to participate (at any tier) in the contract for construction services for the Construction Management Services for Slope Stabilization Project - Phase II.

The firm, including all subconsultant (at any tier), regardless of the level of service provided by said subconsultant(s), awarded the design services contract for the Construction Management Services for Slope Stabilization Project - Phase II, may not submit a proposal for this procurement.

Furthermore, Offeror(s) are advised that the evaluation of the team composition with regards to the conflicts of interest will be done on a case-by-case basis.

**SECTION I: INSTRUCTIONS TO OFFERORS**

## **SECTION I. INSTRUCTIONS TO OFFERORS**

### **B. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held in-person in Conference Room 08 and via teleconference on November 25, 2024, at 02: 00 p.m.. Prospective Offerors may join or call-in using the following credentials:

- [Join the meeting now](#)
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- Conference ID: 975 237 439#

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.

### **C. 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.

### **D. 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.

### **E. AUTHORITY CONTACT**

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

Gustavo Valle, Senior Contract Administrator  
Contracts Administration and Materials Management Department  
600 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584  
Phone: 714.560. 5670, Fax: 888.404.6282  
Email: gvalle@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.

**F. CLARIFICATIONS**

**1. Examination of Documents**

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

**2. Submitting Requests**

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on December 3, 2024.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
  - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
  - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
  - (3) Facsimile: (888) 404-6282.
  - (4) Email: gvalle@octa.net



**3. Authority Responses**

Responses from the Authority will be posted on CAMM NET, no later than December 10, 2024. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

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

<u>Category:</u>	<u>Commodity:</u>
Construction	Construction Management Services Inspection Services
Professional Consulting	Construction Consulting Environmental Consulting
Professional Services	Engineering - Civil Engineering - Structural Inspection - Testing & Analysis Land Surveying

Inquiries received after 5:00 p.m. on December 3, 2024, will not be responded to.

**G. 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 January 9, 2025. 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 4-2852**” 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.

**H. 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.

**I. 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.

**J. 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.

**K. PROTEST PROCEDURES**

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

**L. CONTRACT TYPE**

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

**M. PREVAILING WAGES**

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

**N. 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.

**O. 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.

**P. 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.

**Q. 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.

**R. CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

Offerors and all their subconsultants will be required to submit, after award of contract, Exhibit 10-K entitled "Consultant Annual Certification of Indirect Costs and Financial Management System", a copy of which is attached to this RFP. As part of this certification, the prime and all subconsultants must show their financial system's ability to segregate cost elements.

**S. PROHIBITION**

To prevent potential conflicts of interest, the following prohibitions apply to this solicitation:

The prime consultant firm, including all subconsultants (at any tier) awarded this contract to perform construction management services for the Construction Management Services for Slope Stabilization Project - Phase II will be ineligible to participate (at any tier) in the contract for construction services for the Construction Management Services for Slope Stabilization Project - Phase II.

The firm, including all subconsultant (at any tier), regardless of the level of service provided by said subconsultant(s), awarded the design services contract for the Construction Management Services for Slope Stabilization Project - Phase II, may not submit a proposal for this procurement.

Furthermore, Offeror(s) are advised that the evaluation of the team composition with regards to the conflicts of interest will be done on a case-by-case basis.

**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 Gustavo Valle, Senior Contract Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, whether the firm is a Disadvantaged Business Enterprise (DBE), contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 180 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 resource 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 B), 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 B). 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**

Offerors are asked to submit only the technical qualifications as requested in the RFP. No cost proposal or work hours are to be included in this phase of the RFP process. Upon completion of the initial evaluations and interviews, if conducted, the highest ranked Offeror will be asked to submit a detailed cost proposal and negotiations will commence based on both the cost and technical proposals.

**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** **20%**  
  
 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
  
2. **Staffing and Project Organization** **40%**  
  
 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** **40%**  
  
 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.

#### 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 January 27, 2025, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

At the conclusion of the evaluation process, the evaluation committee will recommend to Authority's management the Offeror whose proposal is most advantageous to the Authority.

**C. AWARD**

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.

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

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

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

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

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

**EXHIBIT A: SCOPE OF WORK**



## SCOPE OF WORK

### CONSTRUCTION MANAGEMENT SERVICES FOR THE CONSTRUCTION OF THE SLOPE STABILIZATION PHASE II PROJECT

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#### 1.0 GENERAL DESCRIPTION OF SERVICES

The Orange County Transportation Authority (AUTHORITY) is responsible for developing a large number of transportation projects in Orange County, including projects associated with highway and rail facilities.

The AUTHORITY'S management of these projects includes oversight of environmental clearance, engineering, right of way acquisition, and construction management and administration of the construction contracts. The projects include those funded by Renewed Measure M, the half-cent sales tax program, and state and federal funding sources. The AUTHORITY is obligated to deliver these projects using the funds available and in a timely manner. Construction Management Consultant (CONSULTANT) shall assist the AUTHORITY in this challenge by providing staff assistance and technical expertise to manage the construction phase of the slope stabilization phase II project (PROJECT).

#### 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.

#### 1.1 **Description of the Project**

Construction for the Slope Stabilization Phase II project with-in the Orange County Transportation Authority owned operating railroad right of way.

A copy of the current set of draft Plans and Specifications for the PROJECT are available for review upon request.

#### 1.2 **Construction Management Approach**

The CONSULTANT shall assist the AUTHORITY by providing staff assistance and technical expertise to manage the construction phase of the PROJECT and to administer the construction contracts.

The CONSULTANT shall function as an agent of AUTHORITY by providing specialized construction management expertise as required to effectively manage the construction PROJECT and administer the Construction Contract.

The CONSULTANT services shall generally include, but are not limited to, administration of the construction contract, coordination of the activities of the contractor with the services of the

project design engineer, performance of quality assurance inspections and management of independent quality assurance testing, preparation of daily construction activity reports, performance of control point and bench mark surveying, safety oversight and enforcement, labor compliance oversight and enforcement, communications between the contractor and all other project participants, processing, collecting and maintaining of project communications and records, reviewing and recommending of contractor progress payments, processing of change order requests, implementing and processing change orders, and processing claims.

### **1.3 Project Schedules**

The PROJECT anticipated construction duration is 180 working days. The CONSULTANT services are anticipated to be needed before the scheduled Notice of Award of the Construction Contracts and after construction is completed for closeout.

## **2.0 SPECIFIC SCOPE OF SERVICES**

### **2.1 General Requirements**

2.1-1 The number of project personnel and duration of the assignments will vary depending on the needs of the project. The final number of personnel and exact duration of assignment will be determined by AUTHORITY. CONSULTANT personnel shall be available within two (2) weeks from written notification by AUTHORITY, and up to a maximum of three (3) months after AUTHORITY's acceptance of the construction projects.

2.1-2 As primary administrator of the construction contract, the CONSULTANT shall endeavor to ensure that the contractor meets all requirements under the terms of the agreement between the contractor and AUTHORITY. CONSULTANT shall notify AUTHORITY promptly of any contractor deviations from the contract requirements and make recommendations for action by AUTHORITY.

2.1-3 CONSULTANT shall assist AUTHORITY in verifying the Contractor's compliance with the safety provisions and the accident and injury prevention provisions of the construction contract.

2.1-4 CONSULTANT shall monitor the Contractor's traffic control measures and practices and work to cause any deficiencies to be remedied promptly by the Contractor.

2.1-5 All services required hereunder shall be performed in accordance with latest cities', Metrolink, and other applicable regulations, policies, procedures, manuals and standards. Those documents shall be made available upon request.

2.1-6 CONSULTANT shall furnish a Project Manager to coordinate the CONSULTANT's staffing and operations with those of the AUTHORITY and the AUTHORITY's other consultants. The Project Manager shall be responsible for all matters related to the CONSULTANT's personnel and operations. CONSULTANT's Project Manager shall be accessible to AUTHORITY at all times during AUTHORITY's normal working hours.

2.1-7 Under the direction of AUTHORITY, the CONSULTANT's Project Manager will assume the following functional responsibilities:

- a) Review, monitor, train, and provide general direction for CONSULTANT's personnel.

- b) Assign personnel to the PROJECT on an as-needed basis and as approved by the AUTHORITY.
- c) Administer personnel leave, subject to approval of the AUTHORITY.
- d) Prepare monthly reports for delivery to AUTHORITY.

2.1-8 CONSULTANT shall provide construction project management services to control and manage work of the CONSULTANT. CONSULTANT shall perform the following administrative activities related to the work of the CONSULTANT:

- a) Prepare, circulate and file correspondence and memos as appropriate.
- b) At the end of each month, the CONSULTANT shall report the progress of the work by the CONSULTANT. Progress shall be based on actual work accomplished compared to estimated progress toward completion. Progress payments will be based upon actual time and expenses incurred.
- c) The CONSULTANT shall submit one copy of a monthly Progress Report to the AUTHORITY Project Manager consisting of a written narrative and an updated progress and expenditure curve. This report shall be received no later than the tenth (10th) calendar day of the month. The narrative portion of the monthly Progress Report shall describe overall progress of the work, discuss significant problems and present proposed corrective action and show the status of major changes.

2.1-9 To ensure an understanding of contract objectives, meetings between AUTHORITY and the CONSULTANT will be held as often as deemed necessary. All work objectives, the work schedules, the terms of the contract, and any other related issues, will be discussed and any problems will be resolved promptly by the CONSULTANT.

2.1-10 AUTHORITY will designate a Project Manager to administer the CONSULTANT Agreement and provide general direction to the CONSULTANT.

2.1-11 Detailed resumes of CONSULTANT personnel must be submitted to AUTHORITY for review and approval prior to assignment to the PROJECT. AUTHORITY and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by the CONSULTANT's personnel. If, at any time, the level of performance is below expectations, AUTHORITY shall have the right to request removal of any project personnel. AUTHORITY may request another person be assigned as needed.

2.1-12 If a CONSULTANT's employee is on a leave of absence, the CONSULTANT's Project Manager shall propose and provide an equally-qualified replacement employee until the assigned employee returns to work. The replacement employee shall meet all the requirements of a permanently assigned employee and shall have the qualifications acceptable to the AUTHORITY.

2.1-13 The typical workday includes all hours worked by the AUTHORITY's construction contractor, normally 40 hours per week. If ordered by the AUTHORITY, overtime and night work for the CONSULTANT's employees may be required. The Construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT's personnel. On days when work is not performed by the Construction Contractor, such as weather days, suspension of work, holidays, etc., CONSULTANT services

shall not be provided unless authorized by the AUTHORITY. The AUTHORITY will provide eight (8) hours advance notice if CONSULTANT services are not required.

2.1-14 All personnel shall be knowledgeable of, and comply with, all applicable local, and federal regulations; cooperate and consult with AUTHORITY officials during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the contract documents and project plans and specifications.

2.1-15 CONSULTANT shall keep detailed project records and document the work of the PROJECT as directed by the AUTHORITY.

2.1-16 AUTHORITY shall decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed by CONSULTANT.

2.1-17 CONSULTANT shall furnish a representative to perform the usual functions of the Resident Engineer, as the AUTHORITY's authorized representative, who will act on behalf of the AUTHORITY within the limits authorized in writing by the AUTHORITY. The Resident Engineer shall manage all field operations relating to project inspection, surveying, material testing, measurement and payment, administration, and conflict resolution.

2.1-18 AUTHORITY will provide CONSULTANT with the following:

- a) Approved project plans, technical specifications, and general and special conditions for the PROJECT.
- b) AUTHORITY manuals, standard forms and other policies and procedures to be followed by CONSULTANT's personnel in the performance of the work. Manuals and standards furnished by AUTHORITY are for CONSULTANT's use only and shall be returned at the end of the contract period or when no longer needed.
- c) Appropriate soils and materials testing quality assurance forms for inspections and the tracking and monitoring test data in accordance with the AUTHORITY's Quality Assurance Program.

## **2.2 Construction Management Services**

2.2-1 The CONSULTANT, acting as an agent of AUTHORITY, shall provide administrative, management and related services as required to plan, monitor, coordinate and execute activities of the AUTHORITY, the Design Engineer, the Contractor, the Metrolink Railroad, utility companies, local agencies, AUTHORITY's other consultants, and AUTHORITY's vendors with each other and with the activities and responsibilities of the CONSULTANT, the AUTHORITY, and the Design Engineer to complete the PROJECT in accordance with AUTHORITY's objectives for cost, time and quality. The CONSULTANT shall provide sufficient organization, personnel and management to carry out the requirements of the AUTHORITY.

2.2-2 Budget and Cost Control. Provide monthly monitoring of the approved PROJECT Budget and PROJECT Costs, showing actual costs for activities in progress and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and immediately advise AUTHORITY whenever projected costs exceed budgets or estimates, with recommend corrective action.

2.2-3 Cost Accounting. Maintain cost accounting records on authorized PROJECT work performed under unit costs, additional PROJECT work performed on the basis of actual costs of labor and materials, or other PROJECT work requiring accounting records.

2.2-4 Project work Changes. Recommend necessary or desirable PROJECT changes to the AUTHORITY, review requests for changes by the AUTHORITY and project stakeholders and prepare change cost estimates, if necessary. Determine that changes are reasonable and appropriate, submit recommendations to the AUTHORITY, and process proposed and actual PROJECT changes in accordance with agreed procedures.

2.2-5 Administration of Construction Contract. The CONSULTANT in cooperation with the Design Engineer, shall provide administration of the Contract for Construction as set forth herein and in the Construction Contract Documents, which include the Plans, the General and Special Conditions, and the Technical Specifications.

2.2-6 Contractor Applications for Payment. Implement procedures for the review and processing of applications for payment by the Contractor, AUTHORITY's vendors and AUTHORITY's other service providers for progress and final payments. Certify Applications for Payment by the Contractor, AUTHORITY's vendors and AUTHORITY's other service providers in accordance with the Contract Documents and agreed procedures. Advise AUTHORITY of known incomplete or unsatisfactory items of work and obtain from the Contractor, AUTHORITY's vendors or AUTHORITY's other service providers a schedule for correcting or completing such work. With each Contractor's, AUTHORITY's vendor's or AUTHORITY's other service provider's progress payment request or invoice, the CONSULTANT's Resident Engineer shall certify in writing that:

"Based on the Resident Engineer's observations at the site of the Project and on the data comprising the Application for Payment or Invoice, the Resident Engineer hereby certifies that the work has progressed to the point indicated and that, to the best of the Resident Engineer's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Resident Engineer."

2.2-7 Certificate for Payment by the Resident Engineer. The issuance of a Certificate for Payment by the Resident Engineer shall further constitute a representation that the Contractor, AUTHORITY's vendor or AUTHORITY's other service provider is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the CONSULTANT has (1) reviewed construction means, methods, techniques, sequences or procedures, (2) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum, or (3) reviewed copies of requisitions received from subcontractors and material suppliers to substantiate the Contractor's right to payment.

2.2-8 Contractor Insurance Requirements. Receive and review bonds and certificates of insurance from the Contractor, AUTHORITY's vendors and AUTHORITY's other service providers for compliance with their Contract and forward them to AUTHORITY. Notwithstanding the review of certificates of insurance by the CONSULTANT, the Contractor, AUTHORITY's vendors and AUTHORITY's other service providers shall remain solely liable for providing insurance in accordance with the provisions of their Contract. On behalf of the AUTHORITY,

notify the AUTHORITY's vendors and AUTHORITY's other service providers or Contractor of the expiration of insurance or increases in bond values due to change order additions. CONSULTANT shall not recommend progress payments unless insurance and bonds are in full force and effect.

**2.2-9 Change Orders to Construction Contract.** Monitor and manage the initiation, preparation, review and justification for Change Orders to the Contracts for work. Suggest any improvements to the process considered appropriate. Recommend appropriate division of proposed Change Order work among the Contractor and AUTHORITY's vendors and AUTHORITY's other service providers. The CONSULTANT shall recommend to AUTHORITY PROJECT Change Orders judged by the CONSULTANT to be desirable, or necessary; review all cost estimates prepared by the Design Engineer; prepare independent cost estimates, as necessary; evaluate Contractor requests for Change Orders and express a written opinion about the Contractor's entitlement to compensation and the reasonableness of the amount requested. Conduct negotiations with the Contractor and advise AUTHORITY of the acceptability of the Contractor's proposed adjustment to the Contract Time or Contract Sum for Change Orders. Prepare and submit for the AUTHORITY's approval the Change Order documents and supporting data.

**2.2-10 Project Cost Reduction Proposals.** Monitor and aggressively manage the initiation, preparation, review and justification for PROJECT cost reduction proposals submitted by the Contractor, Design Engineer, AUTHORITY, or other project participants to affect the most desirable benefit to the PROJECT. The CONSULTANT shall recommend to AUTHORITY cost reduction ideas judged by the CONSULTANT to be desirable, or necessary; review all estimates prepared by the Design Engineer and, if appropriate, suggest revisions; prepare independent cost reduction cost estimates, as necessary; evaluate Contractor cost reduction proposals and express a written opinion about the proposed adjustment to the Contract Sum or Contract Time. Conduct negotiations with the Contractor and advise AUTHORITY of the acceptability of the Contractor's proposed adjustment to the Contract Time or Contract Sum for cost reduction Change Orders. Prepare and submit for the AUTHORITY's approval the Change Order documents and supporting data.

**2.2-11 Claim Review and Analysis.** Provide Contractor Claim tracking and analysis and make recommendations to AUTHORITY for Claim resolution during the duration that this Agreement is in force.

**2.2-12 Periodic Project Progress Reporting.** Record the actual progress of the Project. Submit a written progress report to AUTHORITY, including information on the Contractor's work, and the entire PROJECT, indicating major work activities and the percentages of completion, and the status of any requests for information (RFI), Change Orders, and Claims in process, in a format acceptable to the AUTHORITY. The reports shall also include representative photographs of the work noted in the narrative report that was in progress or completed during the previous month. Progress Reports are generally required monthly, but the AUTHORITY may request other periodic or special reports be prepared, as events may dictate. Also see "Monthly Reports" section below.

**2.2-13 Daily Project Progress Documentation.** Maintain a daily log or report containing a record of weather, Contractors' work on the site, number of workers, work accomplished, inspections and tests conducted, problems encountered, delays, other similar relevant data, documenting any significant issues in writing and with photographs, all in a format acceptable to the

AUTHORITY. Make the daily log available to AUTHORITY and make copies upon AUTHORITY's request.

2.2-14 Project Meetings. Schedule meetings and prepare meeting minutes for pre-construction, construction and progress meetings, and other on-site construction related meetings of the Project's team members. Lead the meetings and coordinate work and other activities between the Contractors and other Project participants. Prepare and promptly distribute meeting minutes within three (3) working days. During the construction phase, a regular weekly meeting shall be conducted by the CONSULTANT at the Project Site with the AUTHORITY's Project Manager, and the Contractor. Major construction subcontractors and representatives of other project stakeholders shall be invited to the regular weekly meetings, as needed or required.

2.2-15 Contractor Schedules. Review the Contractor's preliminary schedule, the baseline schedule and all schedule updates, schedule revisions and time impact analyses submitted by the Contractor under the terms of the Construction Contract. Respond in writing to the Contractor with review comments and an acceptance or rejection determination consistent with the requirements of the Contract Documents. Include in the monthly progress report a summary-level bar chart, in a format acceptable to the AUTHORITY, the latest Contractor submitted schedule indicating, at a minimum, all staging and phasing milestone activities and contractual completion dates.

2.2-16 Satisfactory Performance of the Contractor. CONSULTANT shall use its best efforts within the requirements of this Agreement and the Construction Contract to achieve satisfactory performance from the Contractor. Recommend courses of action to AUTHORITY when the requirements of the Contract are not being fulfilled, and the Contractor will not take satisfactory corrective action.

2.2-17 Determine Compliance of work. Determine that the work of each of AUTHORITY's vendors and AUTHORITY's other service providers, and Contractor is being performed in accordance with the requirements of the Contract, Purchase Order, and/or Contract Documents. Inspect and monitor the work for defects and deficiencies. As appropriate, make recommendations to the AUTHORITY regarding inspections or testing of work not in accordance with the provisions of the Contract Documents whether or not such work is fabricated, installed or completed. Subject to review and approval by AUTHORITY, reject work which does not conform to the requirements of the Contract Documents. Notify the Contractor, AUTHORITY's vendors and AUTHORITY's other service providers of observed defects and deficiencies in the work and monitor the correction of the defects and deficiencies until corrected.

2.2-18 Quality Assurance Inspection Services. Provide continuous inspection of the work of the Contractor at the site when being performed. Provide inspection of work at off-site locations when required to ensure compliance with Construction Contract requirements. Observe the work of the Contractor for compliance with the Contract Documents, review testing and inspection reports, and after consultation with the Design Engineer and AUTHORITY, if necessary, notify the Contractor of observed defects and deficiencies in the work. Also see the "Construction Inspection Services" section below.

The Construction Contract requires that the Construction Contractor develop and implement a Contractor Quality Control program that includes all contractually required material testing and special inspections to be managed and paid for by the Contractor through the use of

independent third-party testing laboratories and inspectors certified and accredited by the State of California Department of Transportation.

Consistent with the AUTHORITY's Quality Assurance Program, the CONSULTANT shall perform its inspection services in a quality assurance role through continuous inspection of the work, and through quality assurance spot-testing, when necessary. CONSULTANT shall review, log, organize, and file copies of all Contractor Quality Control tests and inspection reports to assure that the Contractor's Quality Control Program meets all of the Construction Contract requirements. CONSULTANT shall require that the Contractor take appropriate and acceptable action when failing test reports indicate defective or non-compliant work.

CONSULTANT shall maintain a tracking log that lists all notices of non-compliant or defective work issued to the Contractor and shall monitor the status of all such items until satisfactorily corrected or resolved.

2.2-19 Quality Assurance Surveys. The Construction Contract requires that the Contractor perform all required surveying and grade checking tasks necessary to accomplish the work. The CONSULTANT shall perform quality assurance surveying checks of the Contractor's work as deemed necessary and appropriate to ensure the Contractor's compliance with the Contract. Special surveying and engineering calculations may be required to investigate potential non-compliant work, and to measure unit price pay item quantities, as required by the Resident Engineer.

2.2-20 Environmental Mitigation and Monitoring. Monitor the Contractor's operations and endeavor to assure the Contractor's compliance with the mitigation measures identified within the environmental approval document. The CONSULTANT shall observe and assist with the policing and enforcement of the environmental mitigation and monitoring program measures in accordance with the established requirements, and shall report promptly any deficiencies to the Contractor and appropriate parties.

2.2-21 Storm Water Pollution Prevention Program. The Construction Contract Documents describe the requirements and work related to erosion control and storm water pollution prevention measures. CONSULTANT shall review and coordinate other required agency reviews of the Contractor's submitted Storm Water Pollution Prevention Program and provide review comments and an acceptance or rejection determination. CONSULTANT shall inspect the erosion control measures and storm water pollution prevention program work on a regular basis and cause the Contractor to immediately correct any deficiencies. Complete any necessary SMARTS Storm Water Program database documentation and submittals.

2.2-22 Safety Program. Review the Contractor's submitted Safety Program and Injury and Illness Prevention Program and provide review comments and an acceptance or rejection determination consistent with the Construction Contract requirements and AUTHORITY Safety Program requirements. Review any periodic safety inspection reports prepared by the Contractor, or others. Notify the Contractor and the AUTHORITY of safety violations observed during the CONSULTANT's inspection of work or review of inspection reports. CONSULTANT shall monitor and enforce Contractor's Safety Program. The CONSULTANT shall also prepare, implement and enforce a Site Specific Safety Program for CONSULTANT staff. Coordinate with AUTHORITY safety staff as needed to review submittals, site safety inspections, and other safety related activities.



2.2-23 Submittals and Samples. Receive from the Contractor and review for compliance with submittal procedure requirements all Submittals and Samples. Coordinate them with information contained in related documents and transmit to the Design Engineer, or other approving authority, as appropriate. In collaboration with the Design Engineer, establish and implement procedures for expediting the processing and approval of Submittals and Samples. Prepare weekly tracking reports representing new Submittals submitted for the past week, Submittals which have been reviewed and approved, and which Submittals are being reviewed by what party. Communicate to the AUTHORITY unsatisfactory progress on Submittals and Samples which have cost or time consequences.

2.2-24 Requests for Information. Receive from the Contractor and forward to the Design Engineer, or other appropriate party as required, any Contractor RFI of the meaning and intent of the Plans and Specifications or Contract requirements, and assist in the resolution of questions which may arise. The CONSULTANT shall respond to the Contractor directly if the reply can be determined by CONSULTANT's review of the Contract requirements. The CONSULTANT shall refer all Contractor questions for interpretation of the design intent to the Design Engineer for its response. CONSULTANT shall receive all RFI replies, evaluate the reply for completeness and return the reply to the Contractor. CONSULTANT shall prepare weekly tracking reports listing new RFI's issued for the past week, RFI's which have been resolved, and outstanding RFI's yet to be resolved by the CONSULTANT, Design Engineer, or others. Communicate to the AUTHORITY RFI's which threaten the progress of the project or which represent cost implications.

2.2-25 Tracking Logs. Develop, or use AUTHORITY provided tracking logs, and maintain tracking logs on a daily basis indicating the current status of all action items including RFI's, change proposals, change orders, change directives, submittals, non-compliant QC tests, non-compliant or defective work, and other processes, as necessary, in a format acceptable to the AUTHORITY. Provide paper and electronic copies of log reports to the AUTHORITY and Design Engineer upon request and as required as part of periodic reports.

2.2-26 Project Record Documents. Maintain at the on-site Project office, on a current basis: a record copy of all Contracts, Drawings, Plans, Specifications, Addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; shop drawings; product data; Samples; Submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts or work. Make all records available to AUTHORITY and the Design Engineer. At the completion of the Project, deliver all such records to the AUTHORITY organized and boxed in a manner acceptable to the AUTHORITY.

2.2-27 Project Communications and Document Control. All written and electronic communications between the Contractor and AUTHORITY and between the Contractor and Design Engineer related to the PROJECT shall flow through the CONSULTANT. As the AUTHORITY's agent, the CONSULTANT shall manage the Contractor's communications and submissions directed to the AUTHORITY or Design Engineer, forward the submissions, inquiries and requests to the appropriate party for a response, receive the reply, evaluate the reply for completeness, respond to the Contractor, and endeavor to ensure that the Contractor's submissions, inquiries and requests are responded to in a timely manner. CONSULTANT shall create, maintain, file and store all PROJECT correspondence, records and documents in accordance with the AUTHORITY's Document Control System.

2.2-28 Punchlist Preparation and Completion. When the CONSULTANT considers the Contractor's work or a designated portion thereof substantially complete, the CONSULTANT shall oversee the preparation by the Contractor of a list of incomplete or unsatisfactory items and a schedule for their completion. The CONSULTANT shall conduct, with the assistance of the Design Engineer, and representatives of the Cities or applicable agencies, final inspections of the work and the CONSULTANT shall issue the punch list in coordination with the contractor. The CONSULTANT shall monitor the Contractor during the correction and completion of the punch list work and coordinate re-inspections until all items are corrected or approved.

2.2-29 Close-Out Process. Evaluate the completion of the work of the Contractor and make recommendations to the AUTHORITY with regard to the Contractor's compliance with all project close-out requirements and final completion of all work of the Construction Contract. Secure and transmit to AUTHORITY required guarantees, affidavits, releases, bonds, lien waivers, keys, excess stock, spare parts, operation and maintenance manuals, record drawings and other Project close-out documents required by the Construction Contract Documents.

2.2-30 Monthly Project Status Reports. Prepare written project status reports during the construction phase in a format acceptable to the AUTHORITY on a monthly basis describing the status of the Project. The data date of the report shall be the last day of the month, or other date acceptable to the AUTHORITY. One (1) electronic copy in Adobe Acrobat format, shall be submitted to the AUTHORITY within seven (7) calendar days after the data date of the report.

Information contained in the report shall include, but not be limited to:

- a) Project summary,
- b) Project schedule status – compare actual progress to objectives, including a summary-level bar-chart showing previous update targets and current schedule update,
- c) Description of the Contractor work activities planned to be performed next month,
- d) Status of all Submittals, RFI's, Change Orders and Claims in process, including copies of tracking logs,
- e) A description of any new Contractor notices of Claim,
- f) Project budget status and estimate of probable cost,
- g) Identification of risks to the Project, and
- h) Any performance problems of the Contractor.

### **2.3 Construction Inspection Services**

The number of CONSULTANT inspection personnel required for the PROJECT is expected to fluctuate based on the needs of the project. CONSULTANT shall perform construction inspection services, as well as office engineering and field calculations to support the construction of the PROJECT.

Inspection work shall not be performed when conditions (such as weather, traffic, and other factors) prevent a safe, efficient operation or as directed by the AUTHORITY.

Tasks and assignments to be performed by CONSULTANT personnel may include, but are not limited to, the following:

2.3-1 Perform and assist in performing the duties of construction quality assurance inspection and engineering which may include: pothole inspections, base, and sub grade inspection, utility relocation inspection, gunite concrete inspection, slope preparation and slope geosynthetic cellular confinement soil stabilization system inspections, riprap and drainage system inspection, quantity calculations, checking grade and alignment, monitoring construction traffic control, observing materials sampling and testing, and ensuring that all work is in compliance with project plans and specifications. Inspection may also be required for advanced utility relocations or installations as directed by the AUTHORITY.

2.3-2 Identify actual and potential problems associated with the construction project and recommend sound engineering solutions to the AUTHORITY.

2.3-3 Maintain an awareness of safety and health requirements and enforce applicable regulations and contract provisions for the protection of the public and project personnel.

2.3-4 Prepare calculations, records, reports and correspondence related to project activities.

2.3-5 Assist in the preparation of "As-Built" plans and other record documents.

2.3-6 Analyze the project plans and specifications for possible errors and deficiencies and report such findings to the Resident Engineer, who will notify the AUTHORITY. If the AUTHORITY determines that changes are necessary, CONSULTANT's personnel shall assist in implementing and processing of changes to the work.

2.3-7 Observe the performance of a variety of field quality control tests such as relative compaction, concrete slump tests, concrete cylinders, and other required field-tests. The Contractor is required to employ and pay for the services of independent third-party testing laboratories and inspectors certified and accredited by the State of California Department of Transportation to perform all contractually-required testing and special inspections. CONSULTANT's inspectors shall observe and report on the performance of all tests and special inspections performed by the Contractor's independent third-party testing laboratories and inspectors to ensure compliance with the Construction Contract requirements.

2.3-8 Assist the Resident Engineer with quantity measurement and calculations for progress pay estimates, documentation of Contractor work performance and project events, keeping records of extra work performance, implementation of minor changes in the work, implementation of revisions to the plans and specifications, and development of estimates for contract change orders.

2.3-9 Assist in preparing Force Account extra work reports and potential claim reports and be available to attend and support any change order and claim settlements meetings.

2.3-10 Assist in review of Contractor's schedule update data and status reports.

2.3-11 Perform and assist in performing Storm Water Pollution Prevention Plan (SWPPP) compliance inspections and related duties.

2.3-12 Perform and assist in performing Environmental Mitigation Plan compliance inspections and related duties.

2.3-13 Perform and assist in performing Utility and Advanced Utility installations and relocation inspections and related duties as directed by the AUTHORITY.

2.3-14 Report promptly to the Resident Engineer and notify the Contractor of safety violations or traffic control issues observed during the inspection of work.

2.3-15 Construction inspection and materials sampling and testing shall be in accordance with:

- The PROJECT Plans, Technical Specifications and Special and General Conditions.
- AUTHORITY Construction Management Procedures and other AUTHORITY procedures.
- Other applicable Standards and Procedures

2.3-16 Personnel Safety. In addition to the requirements specified elsewhere in this contract, the following also shall apply. CONSULTANT shall conform to the safety provisions of cities and of AUTHORITY Construction and Safety Manuals as required. CONSULTANT's personnel shall wear white safety hard hats, orange vests, rubber-soled shoes, or other approved railroad attire at all times while working in the field. CONSULTANT shall provide appropriate safety training for all CONSULTANT's personnel required to work on and near the PROJECT site including any required Rail Safety training. All safety equipment and personnel protective devices and gear shall be provided by the CONSULTANT.

2.3-17 Perform and assist in performing Labor Compliance inspections and related duties.

## **2.4 Miscellaneous Equipment, Inspection Vehicles and Tools**

CONSULTANT shall provide all necessary instruments, tools, training, and safety equipment required for their personnel to perform their work accurately, efficiently, and safely.

2.4-1 CONSULTANT shall provide one inspection vehicle (truck) for each inspector.

2.4-2 CONSULTANT shall provide other field materials such as testing equipment and safety equipment, as needed, for use by their staff on the project.

2.4-3 CONSULTANT shall provide each inspector with a cellular phone and a computer.

## **2.5 Survey Services Equipment and Supplies**

2.5-1 Office Equipment and Supplies - CONSULTANT shall have adequate office equipment and supplies to complete the required surveying work. Such equipment and supplies shall include, but not be limited to:

- 1) Drafting equipment.
- 2) Computers and calculators.
- 3) Data processing systems, including software, for:
  - Reducing survey data collected with conventional and total station survey systems.
  - Performing network adjustments for vertical and horizontal control surveys.

- Formatting survey data to be compatible with industry standards.

2.5-2 Field Equipment and Supplies - CONSULTANT shall have adequate field equipment and supplies to complete the required surveying work. The equipment and supplies for each survey party shall include, but not be limited to, the following:

- Survey vehicles suitable for the work to be performed and terrain conditions of the project site. Vehicles shall be fully equipped with all necessary tools, instruments, and supplies required for the efficient operation of a survey party. Vehicles shall have an overhead flashing yellow light.
- Electronic calculator.
- Hand tools and supplies as appropriate for the requested survey work.
- Sufficient number of traffic cones 28 inches, minimum, in height.
- Traffic control devices (including signs, sign bases, flags, and hand held signs) as required to perform the requested survey work.
- Leveling instruments and equipment, including 1) self-leveling level; precision: standard deviation in one mile of double-run leveling 0.005 feet or less, and 2) suitable leveling rods for the work to be performed.
- Distance measuring instruments and equipment, including 1) electronic distance measurer; precision: standard deviation 3 millimeters plus 3 ppm, or less; range: at least one mile under average atmospheric conditions, 2) prisms, sufficient to perform the required work, 3) tapes; steel, cloth, 4) angle measuring instruments and equipment: Theodolite for non-control surveys; precision: direct circle reading to three seconds, or equivalent, horizontal and vertical, and 4) targets as required to perform the required work.
- When required for efficient survey operations, Total Station Survey System (TSS), and electronic data collector shall be provided. The angle measuring instruments and distance measurer shall conform to requirements above.
- Radio communication shall be required if requested by AUTHORITY.

2.5-3 Survey Personnel Safety. In addition to the requirements specified elsewhere in this contract, the following also shall apply. CONSULTANT shall conform to the industry safety provisions for work areas as established by the Authority Safety Program. CONSULTANT's personnel shall wear white hard hats, orange vests and rubber-soled/safety toe work boots at all times while working in the field. CONSULTANT shall provide appropriate safety training (including rail safety) for all CONSULTANT's personnel required to work on and near the PROJECT site. All safety equipment and personnel protective devices and gear shall be provided by the CONSULTANT.

## **2.6 Construction Management, Inspection and Survey Deliverables**

CONSULTANT shall create and maintain the following documentation and deliverables:

2.6-1 Daily inspection reports and extra-work diaries.

2.6-2 Monthly CONSULTANT progress reports prepared by the CONSULTANT's project manager.

2.6-3 Monthly Project Status Reports prepared by the Resident Engineer.

2.6-4 Approved Construction Contract progress payment and quantity documents delivered to the AUTHORITY no later than five (5) working days after the day specified as the payment application cut-off date or five (5) working days after the date that all information is provided by the Contractor, whichever is later.

2.6-5 Approved final payment quantity documents delivered to the AUTHORITY no later than five (5) working days after acceptance of the completed construction project by the AUTHORITY or five (5) working days after the date that all information is provided by the Contractor, whichever is later.

2.6-6 Field measurement reports, and all reports, calculations and other applicable documents prepared for the project as required by AUTHORITY procedures.

2.6-7 Survey points, lines, and monuments shall be established, marked identified and referenced, as required by the survey request and the requirements herein.

2.6-8 Survey notes, drawings, calculations and other survey documents and information shall be completed as required herein.

2.6-9 All original survey documents resulting from this contract (including original field notes, adjustment calculations, final results, and appropriate intermediate documents) shall be delivered to AUTHORITY and shall become the property of AUTHORITY. A copy of all survey documents furnished to AUTHORITY shall be retained by CONSULTANT for future reference.

2.6-10 When a survey is performed with a total station survey system, the original field notes shall be a hard copy listing, in a readable format, of the data (observations) as originally collected and submitted by the survey party. The party chief shall sign the listing or if the chief is not licensed, the person in "responsible charge" of the survey shall sign. Such information shall be included in project records.

2.6-11 Survey deliverables to AUTHORITY shall follow the format specified below:

- a) Horizontal Control - Alpha/numeric hard copy point listing with adjusted California Coordinate System northing and eastings and appropriate description.
- b) Vertical Control - Alpha/numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
- c) Topography - Alpha/numeric hard copy listing, hard copy drawing, and CADD digital drawing. The CADD drawing shall be provided on current media that will be compatible with CITIES Standards.
- d) Cross-Section Data - The data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:
  - e) Conventional Cross-Sections - For each cross-section: and alpha/numeric listing, a hard copy drawing, and a computerized formatted file, which is compatible with CITIES Standards. Computerized formatted cross-sections shall be provided on magnetic tapes or disks as requested by AUTHORITY.

f) Terrain Line Interpolation Cross-Section Data for each Terrain Line Interpolation survey: an alpha/numeric listing, a hard copy plan view drawing of the terrain lines, and a computerized input file. The computerized input file shall be provided on magnetic tape or disks compatible CITIES requirements

g) Data Collector Data - If specified in the Survey Request, the raw data from the data collector shall be provided in a format conforming to the Survey Request requirements.

2.6-12 All correspondence, records, and other PROJECT documents described in the section titled Construction Management Services.

## **2.7 Certified Laboratory for Soils and Material Testing Services**

The Contractor for each PROJECT shall be responsible to provide quality Assurance/Quality Control Soils and Materials Testing Services. CONSULTANT shall provide a certified laboratory to perform soils and materials testing services on an as needed basis in order to validate construction contractor test results.

2.7-1 The laboratory, whether temporary or permanent, is to be in the general vicinity of the project area and no more than 30 miles from the field office for the project.

2.7-2 Testing shall be performed in accordance with the California Test Methods and shall meet the latest requirement of American Society for Testing and Materials, (ASTM).

2.7-3 Testing machines must be calibrated annually or more frequently by impartial means using devices of accuracy traceable to the National Bureau of Standards.

2.7-4 The laboratory shall participate in the American Association of State Highway and Transportation Officials, (AASHTO) Materials Reference Laboratory (AMRL) or Cement or Concrete Reference Laboratory (CCRL) inspection programs as appropriate. Copies of applications, correspondence, reports, and corrective actions shall be provided to AUTHORITY if requested.

2.7-5 The Laboratory shall have a quality control plan and a quality assurance 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.

2.7-6 The Laboratory shall maintain an inventory of the testing equipment (listing the manufacturer, model serial number, calibration dates, and tolerances).

2.7-7 The Laboratory shall maintain a laboratory procedure manual describing the methods used for recording, processing, and reporting data, the sources of references material, standards, and test methods.

2.7-8 CONSULTANT and the Laboratory shall be responsible for all soils and materials testing performed for the project include source testing if required.

2.7-9 CONSULTANT shall perform concrete batch plant inspections.

## **3.0 PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES**

### **3.0-1 Resident Engineer**

The preferred minimum qualifications for the Resident Engineer assigned to this project are as follows:

- a) Ten years relevant construction management experience on similar construction projects.
- b) Five years experience as a Resident Engineer, acting as the Owner's representative.
- c) Ability to work independently and perform all construction management field office duties.
- d) Thorough knowledge of construction practices, and the ability to read and interpret plans and specifications.
- e) Ability to make effective decisions concerning field problems and work in progress.
- f) Licensed Civil Engineer in the State of California.
- g) Proficient in the use of computer application programs Word and Excel.
- h) Current OSHA 10 Hour Certification.
- i) Qualified SWPPP Developer (QSD)

Under the direction of the AUTHORITY, the Resident Engineer will assume the following functional responsibilities, and shall possess experience in all of these areas:

- a) Act as the AUTHORITY's authorized representative in matters related to the construction phase of the PROJECT.
- b) Administer the Construction Contract between the AUTHORITY and the Contractor, and any other contract for equipment or material purchases between the AUTHORITY and vendors or for services between AUTHORITY and service providers for work incorporated into the PROJECT.
- c) Perform quality assurance inspections to achieve compliance with contract plans and specifications on all phases of construction, such as paving, structures, grading, drainage, sewer, water, utility relocation, electrical installation, sign installation and landscaping items.
- d) Perform quantity calculations for progress pay estimates and keep project records.
- e) Perform design for minor changes and make design estimates for contract change orders.
- f) Perform analytical calculations for items such as basic earthwork and grading, and redesigning facilities to fit existing field conditions.
- g) Maintain continuous communication with the AUTHORITY's Project Manager and staff, the Design Engineer's staff, field personnel, public outreach personnel, and with project neighbors to resolve community project problems and to advise them of work conditions affecting the neighborhood.

### **3.0-2 Office Engineer - Document Controller**



The preferred minimum qualifications for the Office Engineer, who will also serve as the project Document Controller, are as follows:

- a) Three years relevant experience as an office engineer working on construction projects.
- b) Experience with project documentation requirements and document filing practices on public works construction projects, and experience in using electronic document management systems, for access to, and retention of project documents of all types.
- c) Proficient in the use of computer application programs Word and Excel, and experience with document management software such as Primavera Contract Manager, Expedition, Meridian Prolog Manager, e-Builder, or other similar document control systems.
- d) Experience in managing and processing submittals, request for information, change request, change directives, change orders, payment applications, deficiency notices, and other typical duties of an office engineer-document controller.
- e) Experience with web-based systems for the storage and retrieval of shared documents and drawings.
- f) Ability to work independently and meet deadlines.

Under the direction of the Resident Engineer, the Office Engineer - Document Controller will assume the following functional responsibilities, and shall possess experience in all of these areas:

- a) Manage the flow of correspondence and all other PROJECT documentation required to be managed by the CONSULTANT.
- b) Assist the CONSULTANT staff by performing administrative tasks as instructed.
- c) Log the issuance or receipt, and the disposition and processing steps, of all documents such as RFI's, Value Engineering Change Proposals, (VECP's), change order requests, submittals, change directives, change orders, deficiency notices, and other documents that are required to be tracked until accepted, approved or resolved.
- d) Ensure that all documentation and records are being maintained and properly stored for easy retrieval at all times in accordance with the AUTHORITY's Document Control System.
- e) Monitor the creation of documentation and reports required of the CONSULTANT staff, notify the Resident Engineer of any deficiencies, and endeavor to resolve those documentation issues and fill any gaps.
- f) Assist the AUTHORITY, Resident Engineer, Inspectors and other project participants in accessing and obtaining project documentation.

### **3.0-3 Project Controls Engineer**

The preferred minimum qualifications for the Project Controls Engineer are as follows:

- a) Five years relevant construction management experience on similar construction projects.
- b) Three years experience as a Project Controls Engineer performing schedule preparation, review and analysis tasks using computerized CPM scheduling tools.

- c) Ability to work independently and meet deadlines.
- d) Ability to read and interpret plans and specifications.
- e) Proficient in the use of computer application programs Word and Excel, and the latest version of Primavera Project Management (scheduling) software.

Under the direction of the Resident Engineer, the Project Controls Engineer will assume the following functional responsibilities, and shall possess experience in all of these areas:

- a) Review all schedules of all types submitted by the Contractor in accordance with the Construction Contract requirements, conduct analyses and assessments of those schedules, and provide written review comments.
- b) Provide advice and opinions to the Resident Engineer and the AUTHORITY regarding the Contractors' schedules, schedule updates and the progress of the work of the Contractor.
- c) Generate special schedules and customized schedule reports, utilizing the Primavera Project Management scheduling software, for use by the Resident Engineer and the AUTHORITY.

#### **3.0-4 Field Inspectors**

The preferred minimum qualifications for the position of Field Inspector are as follows:

- a) Four years construction experience on a similar project or other relevant experience.
- b) Knowledge of construction practices, physical characteristics and properties of roadway, structures, drainage and utility systems construction materials, and the approved methods and equipment used in making physical tests of construction materials.
- c) Ability to work independently and perform duties in the construction field office.
- d) Ability to effectively make minor decisions concerning work in progress and solving field and office problems.
- e) Proficient in the use of computer application programs Word and Excel.

Under the direction of the Resident Engineer, each Field Inspector will assume the following functional responsibilities and shall possess experience in all of these areas:

- a) Perform quality assurance inspections to achieve compliance with contract plans and specifications on all phases of construction, such as paving, structures, grading, drainage, sewer, water, utility relocation, electrical installation, sign installation and landscaping items.
- b) Perform quantity calculations and measurement for progress pay estimates and keep daily project records.
- c) Perform calculations and measurement of basic earthwork, grading and construction components.
- d) Maintain continuous communication with the Resident Engineer and other field personnel and staff.

### 3.0-5 Project Manager

The preferred minimum qualifications for the position of Project Manager are:

- a) Ten years project management experience on similar construction projects, or other equivalent experience, as determined by AUTHORITY.
- b) Licensed Civil Engineer in the State of California.
- c) Proficient in the use of computer application programs Word and Excel.

### 3.0-6 Safety Officer

The preferred minimum qualifications for the position of Safety Officer are:

- a) A minimum of five years of heavy construction experience in administering safety programs on heavy construction job sites, the last two of which have been administering safety in the construction discipline for which the firm has contracted with the Authority.
- b) Shall possess knowledge equal to a Certified Industrial Hygienist (CIH), Certified Safety Professional (CSP), Certified Construction Health and Safety Technician (CHST) or similar professional standing.
- c) Have current OSHA 10-hour and 30-hour current certifications.

The CONSULTANT Safety Officer will be responsible for developing the CONSULTANT'S Project Safety Plan (PSP), reviewing the Contractor's Site Health and Safety Plan and associated Activity Hazard Analyses (AHA), performing site orientation and any other Safety training of CONSULTANT field staff, periodic monitoring of the project site, and reporting. The Safety Officer's qualifications and resumes shall be presented for review and acceptance to the AUTHORITY, along with the PSP.

The Safety Officer shall set up, carry forward, and aggressively and effectively maintain the PSP covering all phases of the project. It is expected that the Safety Officer will make periodic trips to the project site to audit the contractor's compliance with the Site Health and Safety Plan, prepare audit reports, and if necessary, issue safety violation notices.

## 4.0 CONSULTANT STAFFING LEVELS

The anticipated category and full time equivalent, (FTE) of the CONSULTANT'S personnel required for the PROJECT is listed below. The number of personnel will vary depending on the needs of the PROJECT, and the Contractor's progress. The type of personnel anticipated to be required at various times during the course of construction is listed below.

Project Manager	0.3
Resident Engineer	0.8
Office Engineer – Document Controller	0.7
Project Controls Engineer	0.3
Materials Tester QA	0.2
Survey QA	0.2

Field Inspector	0.4
Safety Officer	0.2
<b>Total:</b>	<b>3.1</b>

CONSULTANT shall prepare a preliminary project staffing plan that performs the specified work efficiently and submit to the AUTHORITY for review and acceptance prior to the start of services. The staffing plan shall be amended and submitted for review and acceptance after review of the Contractor's baseline schedule or any significant change in the Contractor's schedule. It is anticipated that CONSULTANT personnel will be added and subtracted on an as-required basis during construction. Any changes in staffing levels shall be approved in advance by the AUTHORITY.

The level of effort will be re-evaluated periodically to assure that the appropriate level of effort is maintained.

#### **5.0 SCHEDULE OF PERFORMANCE**

It is anticipated that the Resident Engineer and Office Engineer - Document Controller will be required approximately one month before the scheduled Notice of Award of the Construction Contracts. Other personnel will be added when their services are required and as indicated by the CONSULTANT's accepted current staffing plan. Personnel assigned to the contracts on a full-time basis shall remain assigned to the contracts for the duration of the contracts.

**EXHIBIT B: PROPOSED AGREEMENT**



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

7 **ARTICLE 2. AUTHORITY DESIGNEE**

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

10 **ARTICLE 3. SCOPE OF WORK**

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

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

17 **Names**

**Functions**

18  
19  
20  
21  
22 C. No person named in paragraph B of this Article, or his/her successor approved by  
23 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or  
24 level of commitment hereunder be changed, without the prior written consent of AUTHORITY.

25 D. Should the services of any key person become no longer available to CONSULTANT, the  
26 resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval

1 as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the  
2 incumbent key person, unless CONSULTANT is not provided with such notice by the departing  
3 employee. AUTHORITY shall respond to CONSULTANT within seven (7) calendar days following receipt  
4 of these qualifications concerning acceptance of the candidate for replacement.

5 **ARTICLE 4. TERM OF AGREEMENT**

6 **ARTICLE 1.** A. This Agreement shall commence upon the effective date of this Agreement,  
7 and shall continue in full force and effect through December 31, 2028, unless earlier terminated  
8 or extended as provided in this Agreement.

9 **ARTICLE 2.** B. CONSULTANT is advised that any recommendation for contract award is not  
10 binding on AUTHORITY until the Agreement is fully executed and approved by AUTHORITY.

11  
12 **ARTICLE 5. ALLOWABLE COSTS AND PAYMENT**

13 A. For CONSULTANT's full and complete performance of its obligations under this Agreement  
14 and subject to the maximum cumulative payment obligation provision set forth in Article 7 "Maximum  
15 Obligation" AUTHORITY shall pay CONSULTANT on a specified rates of compensation basis in  
16 accordance with the following provisions.

17 B. CONSULTANT shall not commence performance of work or services until this Agreement  
18 has been approved by AUTHORITY and notification to proceed has been issued by AUTHORITY. No  
19 payment will be made prior to approval of any work, or for any work performed prior to approval of this  
20 Agreement.

21 C. The method of payment for the following items shall be at the rate specified for each item,  
22 as described in this Article. The specified rate shall include full compensation to the CONSULTANT for  
23 the item as described, including but not limited to, any repairs, maintenance, or insurance, and no  
24 further compensation will be allowed therefore.

25 A. The method of payment for this Agreement will be on a specified rates basis which includes,  
26 in addition to equipment rental costs (not including vehicles as provided above), labor costs, employee



1 benefits, prevailing wages, equipment-rental costs, travel, overhead and other direct costs incurred by  
2 the CONSULTANT in performance of the work. These rates are not adjustable for the performance  
3 period set forth in this Agreement. The overhead rate established for this Agreement is extended through  
4 the term of this specific Agreement. The CONSULTANT will not be reimbursed for actual costs that  
5 exceed the contract's maximum obligation which includes estimated wage rates, employee benefits,  
6 travel, equipment rental, overhead and other estimated costs set forth in Exhibit B, unless additional  
7 reimbursement is provided for, by contract amendment. In no event, will the CONSULTANT be  
8 reimbursed for overhead costs that exceed AUTHORITY approved overhead rate set forth in Exhibit B.  
9 In the event the AUTHORITY determines that changed work from that specified in Exhibit A, Scope of  
10 Work, is required; the actual costs reimbursed by AUTHORITY may be adjusted by Agreement  
11 amendment to accommodate the changed work. The maximum total cost of this Agreement shall not be  
12 exceeded unless authorized by Agreement amendment.

13 B. For each full hour of labor satisfactorily performed by CONSULTANT's personnel under this  
14 Agreement, AUTHORITY shall pay CONSULTANT at the hourly labor rates specified in Exhibit B,  
15 entitled "Schedule of Fees," which is attached to and by this reference, incorporated in and made a part  
16 of this Agreement. These rates shall remain fixed for the term of this Agreement. Furthermore,  
17 AUTHORITY shall reimburse CONSULTANT, at cost with supporting documentation provided, for the  
18 actual costs of the estimated expenses shown in Exhibit B, which are directly incurred by its personnel  
19 in the performance of work under this Agreement. The AUTHORITY will not reimburse CONSULTANT  
20 for local meals except for those authorized for traveling personnel in the attached Exhibit B.

21 C. For classifications added to the Exhibit B, "Classification Labor Rates" Schedule through  
22 Amendments, raw billing ranges must be based on current year's actual salaries, and the  
23 corresponding fully burdened ranges must be provided by CONSULTANT.

24 D. CONSULTANT agrees that billing for personnel under the Exhibit B, "Classification Labor  
25 Rates" Schedule is to be used on a temporary basis, limited to a maximum period of six (6) continuous  
26 months for each personnel working under the "Classification Labor Rates" Schedule. Personnel working

1 or proposed to work on a continuous basis for a period of more than six (6) continuous months are not  
2 considered temporary and must be added as named personnel with a specific hourly billing rate.

3 E. CONSULTANT agrees that all personnel billing under the labor schedules in Exhibit B, are  
4 subject to the annual escalation rate allowable under this Agreement. This is the maximum escalation  
5 rate that AUTHORITY will reimburse CONSULTANT for named personnel and classifications.

6 F. CONSULTANT agrees that personnel proposed to work and bill under any of the labor  
7 schedules in Exhibit B must be approved in writing by the AUTHORITY Project Manager prior to start of  
8 work.

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

11 H. Reimbursement for transportation and subsistence costs shall not exceed the rates  
12 specified in Exhibit B, without prior approval from AUTHORITY's Program Manager.

13 I. As partial security against CONSULTANT's failure to satisfactorily fulfill all its obligations  
14 under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice  
15 submitted for payment by CONSULTANT, and shall make prompt and regular incremental acceptances  
16 of portions/milestones, as determined by AUTHORITY, of the Agreement work, and pay retainage to  
17 CONSULTANT based on these acceptances. The CONSULTANT, or subconsultant, shall return all  
18 monies withheld in retention from a subconsultant within thirty (30) calendar days after receiving  
19 payment for work satisfactorily completed and accepted including incremental acceptances of  
20 portions/milestones

21 /

22 of the Agreement work by the AUTHORITY. CONSULTANT shall invoice AUTHORITY for the release  
23 of the retention in accordance with this Article.

24 J. Final acceptance shall occur only when AUTHORITY makes the final release of the  
25 retention described in Paragraph N.

26

1 K. All retained funds shall be released by AUTHORITY and shall be paid to CONSULTANT  
2 within sixty (60) calendar days of payment of final invoice, unless AUTHORITY elects to audit  
3 CONSULTANT's records in accordance with Article 17 entitled "Audit and Inspection of Records", of  
4 this Agreement. If AUTHORITY elects to audit, retained funds shall be paid to CONSULTANT within  
5 thirty (30) calendar days of completion of such audit in an amount reflecting any adjustment required by  
6 such audit. During the term of the Agreement, at its sole discretion, AUTHORITY reserves the right to  
7 release all or a portion of the retained amount based on CONSULTANT's satisfactory completion of  
8 certain portions/milestones. CONSULTANT shall invoice AUTHORITY for the release of the retention in  
9 accordance with this Article.

10 L. The prime consultant, or subconsultant, shall return all monies withheld in retention from a  
11 subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and  
12 accepted. Any subcontract entered into as a result of this Agreement shall contain all of the provisions  
13 of this section. Federal law, CFR Title 49, Part 26.29, requires that any delay or postponement of  
14 payment over thirty (30) days may take place only for good cause and with the AUTHORITY's prior  
15 written approval. Any violation of this provision shall subject the violating prime consultant or  
16 subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the  
17 Business and Professions Code. These requirements shall not be construed to limit or impair any  
18 contractual, administrative, or judicial remedies, otherwise available to the prime consultant or  
19 subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant,  
20 deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to  
21 both DBE and non-DBE CONSULTANT and subconsultants.

22 /

23 M. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding  
24 to the specified labor rates and actual other direct costs expended by CONSULTANT. Work completed  
25 shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany  
26 each invoice submitted by CONSULTANT.

1 N. The CONSULTANT will be paid, less any retention amount withheld, as promptly as fiscal  
2 procedures will permit upon receipt by the AUTHORITY's Accounts Payable office of itemized invoices  
3 in duplicate. Invoices shall be submitted no later than 30 days after the performance of the work for  
4 which the CONSULTANT is billing. Invoices shall detail the work performed on each task as applicable.  
5 Invoices shall comply with the approved Price Proposal and shall reference this Agreement number and  
6 project title. Final invoice must contain the final cost and all credits due the AUTHORITY including any  
7 equipment purchased under the provisions of Article 46 Consultant Purchased Equipment of this  
8 Agreement. The final invoice should be submitted to the AUTHORITY within 60-calendar days after  
9 completion of the CONSULTANT's work.

10 O. CONSULTANT shall also furnish such other information as may be requested by  
11 AUTHORITY to substantiate the validity of an invoice, including a current payroll register and/or an offer  
12 of employment for personnel performing work under the classifications which are subject to pay ranges  
13 listed in Exhibit B, "Classifications Labor Rates" Schedule, in order to receive reimbursement for hours  
14 worked. Reimbursement for labor hours incurred by personnel designated by a classification, shall be  
15 made after AUTHORITY's review of the actual personnel's pay register, and verification that the actual  
16 pay falls within the specified range for that classification. If an actual pay rate exceeds the maximum of  
17 the range, CONSULTANT will be reimbursed at the maximum of the range. At its sole discretion,  
18 AUTHORITY may decline to make full payment for any work until such time as CONSULTANT has  
19 documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed all work required.  
20 AUTHORITY's payment in full for any work completed shall not constitute AUTHORITY's final  
21 acceptance of CONSULTANT's work under such task.

22 /

23 P. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in  
24 duplicate to AUTHORITY's Accounts Payable office or may be emailed to VendorInvoices@octa.net.  
25 Each invoice shall be accompanied by the monthly progress report specified in paragraph N of this  
26 Article. Invoices shall be submitted no later than 30-calendar days after the performance of work for

1 which CONSULTANT is billing. AUTHORITY shall remit payment, less retention amount, within thirty  
2 (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following  
3 information:

- 4 1. Agreement No. C-4-2582;
- 5 2. Specific work for which payment is being requested;
- 6 3. The time period covered by the invoice;
- 7 4. Labor performed during the billing period (staff name, hours charged, hourly  
8 billing rate, current charges and cumulative charges, and pay registers for staff using classifications);
- 9 5. Itemized expenses including supporting documentation incurred during the  
10 billing period;
- 11 6. Total monthly invoice (including project to-date cumulative invoice amount); and  
12 retention amount withheld by AUTHORITY for the time period covered by the invoice;
- 13 7. Monthly Progress Report;
- 14 8. Weekly certified payroll for personnel subject to prevailing wage requirements;
- 15 9. Certificate signed by the CONSULTANT or his/her designated alternate that a)  
16 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The  
17 backup information included with the invoice is true, complete and correct in all material respects; c) All  
18 payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be  
19 made to subcontractors and suppliers from the proceeds of the payments covered by the certification  
20 and; e) The invoice does not include any amount which CONSULTANT intends to withhold or retain  
21 from a subcontractor or supplier unless so identified on the invoice.
- 22 10. Any other information as agreed or otherwise requested by AUTHORITY to  
23 substantiate the validity of an invoice.

24 Q. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this  
25 Agreement number and project title. Invoices shall include all reimbursable costs/expenditures to satisfy  
26 Caltrans' Local Assistance Procedures Manual (LAPM), Chapter 5 Accounting/Invoices.

1                   **ARTICLE 6. PROMPT PAYMENT CLAUSE**

2                   A. AUTHORITY has adopted a prompt payment provision on all U.S. DOT-assisted contracts to  
3 facilitate timely payment to all subconsultants in accordance with regulatory mandates. The provisions  
4 of this Article apply to both DBE and non-DBE subconsultants. Pursuant to Title 49 of the Code of Federal  
5 Regulations (CFR) Part 26.29:

6                   B. "CONSULTANT or subconsultant agrees to pay each subconsultant under this Agreement for  
7 satisfactory performance of its Agreement no later than fifteen (15) days from the receipt of each progress  
8 payment CONSULTANT receives from AUTHORITY on account of the work performed by the  
9 subconsultant. CONSULTANT agrees further to return retainage payments to each subconsultant within  
10 fifteen (15) days after receiving payment for work satisfactorily completed and accepted including  
11 incremental acceptances of portions of the Agreement work by AUTHORITY. Any delay or postponement  
12 of payment from the above referenced time frame may take place only for good cause and with  
13 AUTHORITY's prior written approval." CONSULTANT shall incorporate this clause verbatim, set forth  
14 above, in all subcontract, broker, vendor, supplier, purchase order or other source agreements issued to  
15 both DBE and non-DBE firms. In the event that there is a dispute over all or any portion of the amount  
16 due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or  
17 subconsultant may withhold no more than 150 percent of the disputed amount.

18                   C. Any violation of these provisions shall subject the violating CONSULTANT to the penalties,  
19 sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions  
20 Code and Section 3321 of the California Civil Code. This requirement shall not be construed to limit or  
21 impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or  
22 subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT;  
23 deficient subcontract performance or noncompliance by a subconsultant.

24                   D. Failure to comply with these provisions without prior written approval from AUTHORITY will  
25 constitute noncompliance, which shall result in the application of appropriate administrative sanctions to  
26 the licensee, including, but not limited to, a penalty payable to the subconsultant, of two percent (2%) of

1 the invoice amount due per month, for every month that full payment is not made.

2 **ARTICLE 7. MAXIMUM OBLIGATION**

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

8 **ARTICLE 8. NOTICES**

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

13 To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

14  
15  
16  
17  
18 ATTENTION:

ATTENTION: Gustavo Valle

19 Title:

Title: Senior Contract Administrator

20 Phone:

Phone: (714) 560 - 5670

21 Email:

Email: [gvalle@octa.net](mailto:gvalle@octa.net)

22 CC: Jason Lee, Program Manager

23 Phone: (714) 560-5833

24 Email: [jlee1@octa.net](mailto:jlee1@octa.net)

1                   **ARTICLE 9. INDEPENDENT CONTRACTOR**

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

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

13                   **ARTICLE 10. INSURANCE**

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

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

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

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

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



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

4           6. Cyber Liability with minimum limits of \$1,000,000 per claim. Coverage by this  
5 insurance policy shall include without limitation: (a) costs to notify individuals whose Personal Data was  
6 lost or compromised; (b) costs to provide credit monitoring and credit restoration services to individuals  
7 whose Personal Data was lost or compromised; (c) costs associated with third party claims arising from  
8 the Data Breach or loss of Personal Data, including litigation costs and settlement costs; and (d) any  
9 investigation, enforcement or similar miscellaneous costs.

10           a. Such insurance must address all of the foregoing without limitation if caused by an  
11 employee of Contractor or an independent contractor working on behalf of Contractor in  
12 performing services under this contract. Policy must provide coverage for wrongful acts, claims,  
13 and lawsuits anywhere in the world. Insurer must have a A.M. Best rating of "A- VII" or better.

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

22           C. CONSULTANT shall include on the face of the certificate of insurance the Agreement Number  
23 C-4-2582 and, the Contract Administrator's Name, Gustavo Valle.

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

1 General Liability, and Auto Liability insurance policies.

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

4 **ARTICLE 11. ORDER OF PRECEDENCE**

5 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:  
6 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP ; (3) CONSULTANT's  
7 technical proposal dated December 20, 2024, CONSULTANT's cost proposal dated March 6, 2025, and  
8 (4) all other documents, if any, cited herein or incorporated by reference.

9 **ARTICLE 12. CHANGES**

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

18 B. CONSULTANT shall only commence work covered by an amendment after the amendment  
19 is executed by AUTHORITY.

20 C. CONSULTANT shall only commence work covered by an amendment after the amendment  
21 is executed and notification to proceed has been provided by AUTHORITY's Contract Administrator.

22 **ARTICLE 13. 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 (CAMP), 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 14. TERMINATION**

9 A. AUTHORITY reserves the right to terminate this Agreement upon thirty (30) calendar days  
10 written notice to CONSULTANT of intent to terminate, with effective date of termination and the reasons  
11 for termination stated in the notice, in accordance with the provisions of the FAR referenced above and  
12 Article 8 "Notices", herein. Upon receipt of said notification, CONSULTANT agrees to comply with all  
13 applicable provisions of the FAR pertaining to termination for convenience.

14 B. Upon termination, AUTHORITY shall be entitled to all work, including but not limited to,  
15 reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed  
16 to that date, whether completed or not.

17 C. AUTHORITY may temporarily suspend this Agreement, at no additional cost to AUTHORITY,  
18 provided that CONSULTANT is given written notice of temporary suspension. If AUTHORITY gives such  
19 notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this  
20 Agreement. A temporary suspension may be issued concurrent with the notice of termination.

21 /

22 D. AUTHORITY may terminate this Agreement with CONSULTANT should CONSULTANT fail  
23 to perform the covenants herein contained at the time and in the manner herein provided. In the event of  
24 such termination, AUTHORITY may proceed with the work in any manner deemed proper by  
25 AUTHORITY. If AUTHORITY terminates this Agreement with CONSULTANT, AUTHORITY shall pay  
26 CONSULTANT the sum due to CONSULTANT under this Agreement prior to termination, unless the cost

1 of completion to AUTHORITY exceeds the funds remaining in the Agreement, in which case the overage  
2 shall be deducted from any sum due CONSULTANT under this Agreement and the balance, if any, shall  
3 be paid to CONSULTANT upon demand. Said termination shall be construed in accordance with the  
4 provisions of the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 49, of the Federal  
5 Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination  
6 for convenience.

7 E. AUTHORITY may terminate this Agreement for CONSULTANT's default if a federal or state  
8 proceeding for the relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT  
9 makes an assignment for the benefit of creditors, or for cause if CONSULTANT fails to perform in  
10 accordance with the scope of work or breaches any term(s) or violates any provision(s) of this Agreement  
11 and does not cure such breach or violation within ten (10) calendar days after written notice thereof by  
12 AUTHORITY. CONSULTANT shall be liable for any and all reasonable costs incurred by AUTHORITY  
13 as a result of such default or breach including, but not limited to, reprocurement costs of the same or  
14 similar services defaulted by CONSULTANT under this Agreement. Such termination shall comply with  
15 CFR Title 48, Chapter 1, Part 49, of the FAR

16 **ARTICLE 15. INDEMNIFICATION**

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

24 B. "Notwithstanding the foregoing, to the extent that CONSULTANT'S duty to indemnify arises  
25 out of a claim to which Civil Code section 2782.8 would apply, CONSULTANT shall indemnify and defend  
26 the Indemnitees to the maximum extent permitted by Civil Code section 2782.8."

**ARTICLE 16. ASSIGNMENTS AND SUBCONTRACTS**

1  
2  
3 A. Nothing contained in this Agreement or otherwise, shall create any contractual relation  
4 between AUTHORITY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its  
5 responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to  
6 AUTHORITY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly  
7 employed by any of them as it is for the acts and omissions of persons directly employed by  
8 CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from  
9 AUTHORITY's obligation to make payments to the CONSULTANT.

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

15 C. The CONSULTANT shall perform the work contemplated with resources available within its  
16 own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without  
17 written authorization by AUTHORITY's Contract Administrator, except that, which is expressly identified  
18 in the approved Cost Proposal.

19 D. CONSULTANT shall pay its subconsultants within seven (7) calendar days from receipt of  
20 each payment made to CONSULTANT by AUTHORITY.

21 E. All subcontracts entered into as a result of this Agreement, shall contain all of the provisions  
22 stipulated in this entire Agreement to be applicable to subconsultants unless otherwise noted.

23 F. Any substitution or addition of subconsultant(s) must be approved in writing by the  
24 AUTHORITY's Contract Administrator, in advance of assigning work to a substitute subconsultant(s).

25 G. AUTHORITY hereby consents to CONSULTANT's subcontracting of portions of the Scope of  
26 Work to the parties identified below for the functions described below. CONSULTANT shall include in the

1 subcontract agreement the stipulation that CONSULTANT, not AUTHORITY, is solely responsible for  
2 payment to the subcontractor for the amounts owing and that the subcontractor shall have no claim, and  
3 shall take no action, against AUTHORITY, its officers, directors, employees or sureties for nonpayment  
4 by CONSULTANT.

5

<u>Subcontractor Name/Address</u>	<u>Function</u>
1.	
2.	

10

11 **ARTICLE 17. AUDIT AND INSPECTION OF RECORDS**

12 A. CONSULTANT and any subconsultant shall permit AUTHORITY, the State, and the FHWA if  
13 federal participating funds are used in this Agreement, to review and inspect the project activities and files  
14 at all reasonable times during the performance period of this Agreement.

15 B. For the purpose of determining compliance with the Public Contract Code 10115, et seq. and  
16 Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other  
17 matters connected with the performance of the contract pursuant to Government Code 8546.7;  
18 CONSULTANT, subconsultants, and AUTHORITY shall maintain and make available for inspection all  
19 books, documents, papers, accounting records, Independent certified public accountant (CPA) Audited  
20 Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement, including but  
21 not limited to, the costs of administering the Agreement. All parties, including the CONSULTANT and  
22 Independent CPA, shall make such workpapers and materials available at their respective offices at all  
23 reasonable times during the Agreement period and for four (4) years from the date of final payment under  
24 the Agreement. AUTHORITY, or other agents of AUTHORITY, Caltrans Auditor, FHWA, or any duly  
25 authorized representative of the Federal government having jurisdiction under Federal laws or regulations  
26 (including the basis of Federal funding in whole or in part) shall have access to any books, records, payroll

1 documents, facilities and documents of CONSULTANT, subconsultants, and the CONSULTANT's  
2 Independent (CPA), that are pertinent to the Agreement for audits, examinations, workpaper review,  
3 excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

4 C. CONSULTANT shall maintain such books, records, data and documents in accordance with  
5 generally accepted accounting principles and the CFR, Title 48, Chapter 1, Part 31 of the Federal  
6 Acquisition Regulation System (FAR) and shall clearly identify and make such items readily accessible  
7 to such parties during CONSULTANT's performance hereunder.

8 D. AUTHORITY's right to audit books and records directly related to this Agreement shall also  
9 extend to all first-tier subcontractors performing work identified in Article 16 "Assignments and  
10 Subcontracts" of this Agreement, and such language must be included in CONSULTANT's agreements  
11 with its subcontractors.

12 **ARTICLE 18. AUDIT REVIEW PROCEDURES**

13 A. Any dispute concerning a question of fact arising under an interim or post audit of this  
14 Agreement that is not disposed of by agreement, shall be reviewed by AUTHORITY's Internal Audit.

15 B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a  
16 review by AUTHORITY's Internal Audit of unresolved audit issues. The request for review will be  
17 submitted in writing.

18 C. Neither the pendency of a dispute nor its consideration by AUTHORITY will excuse  
19 CONSULTANT from full and timely performance, in accordance with the terms of this Agreement.

20 D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject  
21 to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR  
22 Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost  
23 proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48  
24 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper  
25 review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are  
26 allowed full access to the CPA's work papers including making copies as necessary. The Agreement,

1 cost proposal, and ICR shall be adjusted by CONSULTANT and approved by AUTHORITY's Contract  
2 Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual  
3 terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if  
4 directed by AUTHORITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review  
5 recommendations, or to ensure that the federal, state or local governments have access to CPA work  
6 papers, will be considered a breach of Agreement terms and cause for termination of the Agreement  
7 and disallowance of prior reimbursed costs.

8 E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by The  
9 California Department of Transportation's Independent office of Audit and Investigation (IOAI). IOAI, at  
10 its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost  
11 Proposal shall be adjusted by the CONSULTANT and approved by the AUTHORITY's Contract  
12 Administrator to conform to the Work Paper Review recommendations included in the management  
13 letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to  
14 incorporate the Work Paper Review recommendations included in the management letter or audit  
15 recommendations included in the audit report will be considered a breach of the Agreement terms and  
16 cause for termination of the Agreement and disallowance of prior reimbursed costs.

17 1. During IOAI review of the ICR audit work papers created by the CONSULTANT's independent  
18 CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during  
19 the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If  
20 IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter,  
21 AUTHORITY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48  
22 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if  
23 applicable; in accordance with procedures and guidelines of the American Association of State  
24 Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and  
25 guidelines} is received and approved by IOAI. Accepted rates will be as follows:  
26



1 a. If the proposed rate is less than 150% - the accepted rate reimbursed will be 90% of the  
2 proposed rate.

3 b. If the proposed rate is between 150% and 200% - the accepted rate will be 85% of the  
4 proposed rate.

5 c. If the proposed rate is greater than 200% - the accepted rate will be 75% of the proposed rate.

6 2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require  
7 CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3)  
8 months of the effective date of the management letter. IOAI will then have up to six (6) months to review  
9 the CONSULTANT's and/or the independent CPA's revisions.

10 3. If the CONSULTANT fails to comply with the provisions of this Section E, or if IOAI is still unable  
11 to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted,  
12 overhead cost reimbursement will be limited to the accepted ICR that was established upon initial  
13 rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this  
14 accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

15 4. CONSULTANT may submit to AUTHORITY final invoice only when all of the following items  
16 have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA-audited ICR; (2) all  
17 work under this Agreement has been completed to the satisfaction of AUTHORITY; and, (3) IOAI has  
18 issued its final ICR review letter. The Consultant must submit its final invoice to the AUTHORITY, no  
19 later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will  
20 apply to this Agreement and all other Agreements executed between AUTHORITY and the  
21 CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

22 /

23 /

24 /

25 /

26 /

1                   **ARTICLE 19. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

2                   A. CONSULTANT agrees that the CFR, Title 48, Chapter 1, Part 31, Contract Cost Principles  
3 and Procedures, shall be used to determine the cost allowability of individual terms of costs.

4                   B. CONSULTANT also agrees to comply with Federal procedures in accordance with CFR,  
5 Title 2, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for  
6 Federal Awards.

7                   C. Any costs for which payment has been made to CONSULTANT that are determined by  
8 subsequent audit to be unallowable under CFR Title 48, Part 31 or CFR Title 2, Part 200, are subject to  
9 repayment by CONSULTANT to AUTHORITY.

10                  D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of  
11 Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements,  
12 Cost Principles, and Audit Requirements for Federal Awards shall apply.

13                   **ARTICLE 20. EQUIPMENT PURCHASE**

14                  A. Prior authorization, in writing, by AUTHORITY's Project Manager shall be required before  
15 CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand  
16 (\$5,000.00) Dollars for supplies, equipment or CONSULTANT services. CONSULTANT shall provide an  
17 evaluation of the necessity or desirability of incurring such costs.

18                  B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost  
19 Proposal and exceeding five thousand (\$5,000.00) Dollars prior authorization by AUTHORITY's Project  
20 Manager; three (3) competitive quotations must be submitted with the request, or the absence of bidding  
21 must be adequately justified.

22                  C. Any equipment purchased as a result of this Agreement is subject to the following:

23                   1. "CONSULTANT shall maintain an inventory of all nonexpendable property.  
24 Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost  
25 of \$5,000.00 or more. If the purchased equipment needs replacement and is sold or traded in,  
26 AUTHORITY shall receive a proper refund or credit at the conclusion of this Agreement, or if the

1 Agreement is terminated, CONSULTANT may either keep the equipment and credit AUTHORITY in  
2 an amount equal to the its fair market value, or sell such equipment at the best price obtainable at a  
3 public or private sale, in accordance with established AUTHORITY procedures; and credit  
4 AUTHORITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment,  
5 fair market value shall be determined at CONSULTANT's expense, on the basis of a competent  
6 independent appraisal of such equipment. Appraisals shall be obtained from an appraiser agreeable  
7 to both AUTHORITY and CONSULTANT. If it is determined to sell the equipment, the terms and  
8 conditions of such sale must be approved in advance by AUTHORITY.

9           2. Regulation CFR, Title 2, Part 200 requires a credit to Federal funds when  
10 participating equipment with a fair market value greater than five thousand (\$5,000.00) Dollars is  
11 credited to the project.

12           **ARTICLE 21. DEBARMENT AND SUSPENSION CERTIFICATION**

13           A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of  
14 perjury under the laws of the State of California, that CONSULTANT or any person associated therewith  
15 in the capacity of owner, partner, director, officer or manager:

16           1. Is not currently under suspension, debarment, voluntary exclusion, or determination  
17 of ineligibility by any federal agency;

18           2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by  
19 any federal agency within the past three (3) years;

20           3. Does not have a proposed debarment pending; and

21           4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court  
22 of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

23           B. Any exceptions to this certification must be disclosed in writing to the AUTHORITY.  
24 Exceptions will not necessarily result in denial of recommendation for award, but will be considered in  
25 determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating  
26 agency, and the dates of agency action.

1 C. Exceptions to the Federal Government Excluded Parties List System maintained by the  
2 General Services Administration are to be determined by the Federal Highway Administration.

3  
4 **ARTICLE 22. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

5 During the performance of this Agreement, CONSULTANT, for itself, its assignees and successors  
6 in interest agree as follows:

7 A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under  
8 penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt,  
9 complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title  
10 2, California Code of Regulations, Section 8103.

11 B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not  
12 deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin,  
13 ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex,  
14 gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor  
15 shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for  
16 employment because of race, religious creed, color, national origin, ancestry, physical disability, mental  
17 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
18 expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants  
19 shall ensure that the evaluation and treatment of their employees and applicants for employment are free  
20 from such discrimination and harassment.

21 C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment  
22 and Housing Act (Government Code Section 12990 et seq.), the applicable regulations promulgated there  
23 under (Title 2 of the California Code of Regulations (CCR) Section 11000 et seq.), the provisions of  
24 Government Code Sections 11135-11139.5, and the regulations or standards adopted by AUTHORITY  
25 to implement such article. The applicable regulations of the Fair Employment and Housing Commission  
26 implementing Government Code Section 12990 (a-f), set forth in 2 CCR Section 8100-8504, are

1 incorporated into this Agreement by reference and made a part hereof as if set forth in full.

2 D. CONSULTANT shall permit access by representatives of the Department of Fair Employment  
3 and Housing (Department) and the AUTHORITY upon reasonable notice at any time during the normal  
4 business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records,  
5 accounts, and all other sources of information and its facilities as said Department or AUTHORITY shall  
6 require to ascertain compliance with this clause.

7 E. CONSULTANT and its subconsultants shall give written notice of their obligations under this  
8 clause to labor organizations with which they have a collective bargaining or other Agreement.

9 F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause  
10 in all subcontracts to perform work under this Agreement.

11 G. CONSULTANT, with regard to the work performed under this Agreement, shall act in  
12 accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.). Title VI provides  
13 that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which  
14 no person in the United States shall, on the basis of race, color, national origin, religion, sex, age,  
15 disability, be excluded from participation in, denied benefits of or subject to discrimination under any  
16 program or activity by the recipients of federal assistance or their assignees and successors in interest.

17 H. CONSULTANT shall comply with regulations relative to nondiscrimination in federally-  
18 assisted programs of the U.S. Department of Transportation (49 CFR Part 21 – Effectuation of Title VI of  
19 the 1964 Civil Rights Act). Specifically, CONSULTANT shall not participate either directly or indirectly in  
20 the discrimination prohibited by 49 CFR Section 21.5, including employment practices and the selection  
21 and retention of subconsultants.

22 I. CONSULTANT, subrecipient, or subconsultant will never exclude any person from  
23 participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection  
24 with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color,  
25 sex, or national origin. In administering the AUTHORITY components of the DBE Program Plan,  
26 CONSULTANT, subrecipient, or subconsultant will not, directly, or through contractual or other

1 arrangements, use criteria or methods of administration that have the effect of defeating or substantially  
2 impairing the accomplishment of the objectives of the DBE Program Plan with respect to individuals of a  
3 particular race, color, sex, or national origin.

4 **ARTICLE 23. STATE PREVAILING WAGES**

5 A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate  
6 requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local  
7 laws and ordinances applicable to the work.

8 B. When prevailing wages apply to the services described in the scope of work, transportation  
9 and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial  
10 Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

11 C. CONSULTANT warrants that all mechanics, laborers, journeypersons, workpersons,  
12 craftspersons or apprentices employed by CONSULTANT or subconsultant at any tier for any work  
13 hereunder, shall be paid unconditionally and not less often than once a week and without any subsequent  
14 deduction or rebate on any account (except such payroll deductions as are permitted or required by  
15 federal, state or local law, regulation or ordinance), the full amounts due at the time of payment, computed  
16 at a wage rate and per diem rate not less than the aggregate of the highest of the two basic hourly rates  
17 and rates of payments, contributions or costs for any fringe benefits contained in the current general  
18 prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial  
19 Relations of the State of California, (as set forth in the Labor Code, commencing at Section 1770 et. seq.),  
20 or as established by the Secretary of Labor (as set forth in the Davis-Bacon Act, 40 U.S.C. 267a, et. seq.),  
21 regardless of any contractual relationship which may be alleged to exist between CONSULTANT or  
22 subconsultant and their respective mechanics, laborers, journeypersons, workpersons, craftspersons or  
23 apprentices. Copies of the current General Prevailing Wage Determinations and Per Diem Rates are on  
24 file at AUTHORITY's offices and will be made available to CONSULTANT upon request. CONSULTANT  
25 shall post a copy thereof at each job site at which work hereunder is performed.

26 D. In addition to the foregoing, CONSULTANT agrees to comply with all other provisions of the

1 California Labor Code, which is incorporated herein by reference, pertaining to workers performing work  
2 hereunder including, but not limited to, those provisions for work hours, payroll records and  
3 apprenticeship employment and regulation program.

4 E. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public  
5 works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public  
6 works, shall contain all of the provisions of this Article. CONSULTANT agrees to insert or cause to be  
7 inserted the preceding clause in all subcontracts which provide for workers to perform work hereunder  
8 regardless of the subcontractor tier.

9 **ARTICLE 24. COVENANT AGAINST CONTINGENT FEES**

10 CONSULTANT warrants, by execution of this Agreement that no person or selling agency has  
11 been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding,  
12 for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona  
13 fide established commercial or selling agencies maintained by CONSULTANT for the purpose of  
14 securing business. For breach or violation of this warranty, AUTHORITY has the right to annul this  
15 Agreement without liability; pay only for the value of the work actually performed, or in its discretion to  
16 deduct from the contract price or consideration, or otherwise recover the full amount of such  
17 commission, percentage, brokerage, or contingent fee.

18 **ARTICLE 25. FEDERAL, STATE AND LOCAL LAWS**

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

22 **ARTICLE 26. EQUAL EMPLOYMENT OPPORTUNITY**

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

1 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,  
2 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other  
3 forms of compensation; and selection for training, including apprenticeship.

4 **ARTICLE 27. PROHIBITED INTERESTS**

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

8 **ARTICLE 28. 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 for this project, nor be disclosed to an entity not connected with the  
18 performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding such  
19 material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or becomes  
20 generally known to the related industry shall be deemed confidential. CONSULTANT shall not use  
21 AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any  
22 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 art work, 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 29. 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 30. DESIGN WITHIN FUNDING LIMITATIONS**

25 A. In order to ensure the accuracy of the construction budget for the benefit of the public works  
26 bidders and AUTHORITY's budget process, CONSULTANT shall accomplish the design services

1 required under this Agreement so as to permit the award of a contract, for the construction of the facilities  
2 designed at a price that does not exceed the estimated construction contract price as set forth by  
3 AUTHORITY. When bids or proposals for the construction contract are received that exceed the  
4 estimated price, CONSULTANT shall perform such redesign and other services as are necessary to  
5 permit contract award within the funding limitation. These additional services shall be performed at no  
6 increase in the price for which the services were specified. However, CONSULTANT shall not be required  
7 to perform such additional services at no cost to AUTHORITY if the unfavorable bids or proposals are the  
8 result of conditions beyond its reasonable control.

9 B. CONSULTANT will promptly advise AUTHORITY if it finds that the project being designed will  
10 exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these  
11 limitations. Upon receipt of such information, AUTHORITY will review CONSULTANT's revised estimate  
12 of construction cost. AUTHORITY may, if it determines that the estimated construction contract price is  
13 so low that award of a construction contract not in excess of such estimate is improbable, authorize a  
14 change in scope or materials as required to reduce the estimated construction cost to an amount within  
15 the estimated construction contract price set forth by AUTHORITY, or AUTHORITY may adjust such  
16 estimated construction contract price. When bids or proposals are not solicited or are unreasonably  
17 delayed, AUTHORITY shall prepare an estimate of constructing the design submitted and such estimate  
18 shall be used in lieu of bids or proposals to determine compliance within the funding limitation.

19 **ARTICLE 31. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL**  
20 **FUNDS FOR LOBBYING**

21 A. It is mutually understood between the parties that this Agreement may have been written  
22 before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties,  
23 in order to avoid program and fiscal delays that would occur if the Agreement were executed after that  
24 determination was made.

25 B. This Agreement is valid and enforceable only if sufficient funds are made available to  
26 AUTHORITY for the purpose of this Agreement. In addition, this Agreement is subject to any additional

1 restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or  
2 AUTHORITY governing board that may affect the provisions, terms, or funding of this Agreement in any  
3 manner.

4 C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be  
5 amended to reflect any reduction in funds.

6 D. AUTHORITY has the option to terminate the Agreement pursuant to Article 14 Termination,  
7 or by mutual agreement to amend the Agreement to reflect any reduction of funds.

8 **ARTICLE 32. FUNDING REQUIREMENTS**

9 F. CONSULTANT certifies to the best of his or her knowledge and belief that:

10 1. No state, federal or local agency appropriated funds have been paid, or will be paid  
11 by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or  
12 employee of any local, State or Federal agency; a Member of the State Legislature or United States  
13 Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the  
14 Legislature or Congress, in connection with the awarding or making of this Agreement, or with the  
15 extension, continuation, renewal, amendment, or modification of this Agreement.

16 2. If any funds other than Federal appropriated funds have been paid, or will be paid to  
17 any person for influencing or attempting to influence an officer or employee of any agency, a Member of  
18 Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection  
19 with this Agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form  
20 to Report Lobbying", in accordance with its instructions.

21 G. This certification is a material representation of fact upon which reliance was placed when  
22 this transaction was made or entered into. Submission of this certification is a prerequisite for making  
23 or entering into this transaction imposed by U.S. Code Title 31 Section 1352,. Any person who fails to  
24 file the required certification shall be subject to a civil penalty of not less than ten thousand (\$10,000)  
25 dollars and not more than one hundred thousand (\$100,000) Dollars for each such failure.

1 H. CONSULTANT also agrees by signing this document that he or she shall require that the  
2 language of this certification be included in all lower-tier subcontracts, which exceed one hundred  
3 thousand (\$100,000) dollars, and that all such sub recipients shall certify and disclose accordingly.

4 **ARTICLE 33. REQUIREMENTS FOR REGISTRATION OF DESIGNERS**

5 All design and engineering work furnished by CONSULTANT shall be performed by or under the  
6 supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in the  
7 State of California, by personnel who are careful, skilled, experienced and competent in their respective  
8 trades or professions, who are professionally qualified to perform the work in accordance with the contract  
9 documents and who shall assume professional responsibility for the accuracy and completeness of the  
10 design documents and construction documents prepared or checked by them.

11 **ARTICLE 34. FINISHED AND PRELIMINARY DATA**

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

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

1                   **ARTICLE 35. GENERAL WAGE RATES**

2                   A. CONSULTANT warrants that all mechanics, laborers, journeypersons, workpersons,  
3                   craftspersons or apprentices employed by CONSULTANT or subcontractor at any tier for any work  
4                   hereunder, shall be paid unconditionally and not less often than once a week and without any subsequent  
5                   deduction or rebate on any account (except such payroll deductions as are permitted or required by  
6                   federal, state or local law, regulation or ordinance), the full amounts due at the time of payment, computed  
7                   at a wage rate and per diem rate not less than the aggregate of the highest of the two basic hourly rates  
8                   and rates of payments, contributions or costs for any fringe benefits contained in the current general  
9                   prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial  
10                  Relations of the State of California, (as set forth in the Labor Code of the State of California, commencing  
11                  at Section 1770 et. seq.), or as established by the Secretary of Labor (as set forth in Davis-Bacon Act, 40  
12                  U.S.C. 267a, et. seq.), regardless of any contractual relationship which may be alleged to exist between  
13                  CONSULTANT or subcontractor and their respective mechanics, laborers, journeypersons, workpersons,  
14                  craftspersons or apprentices. Copies of the current General Prevailing Wage Determinations and Per  
15                  Diem Rates are on file at AUTHORITY's offices and will be made available to CONSULTANT upon  
16                  request. CONSULTANT shall post a copy thereof at each job site at which work hereunder is performed.

17                  B. In addition to the foregoing, CONSULTANT agrees to comply with all other provisions of the  
18                  Labor Code of the State of California, which is incorporated herein by reference, pertaining to workers  
19                  performing work hereunder including, but not limited to, those provisions for work hours, payroll records  
20                  and apprenticeship employment and regulation program. CONSULTANT agrees to insert or cause to be  
21                  inserted the preceding clause in all subcontracts which provide for workers to perform work hereunder  
22                  regardless of the subcontractor tier.

23                   **ARTICLE 36. CONTRACTOR PURCHASED EQUIPMENT**

24                  A. If during the course of this Agreement, additional equipment is required, which will be paid for  
25                  by the AUTHORITY, CONSULTANT must request prior written authorization from the AUTHORITY's  
26                  project manager before making any purchase. As part of this purchase request, CONSULTANT shall

1 provide a justification for the necessity of the equipment or supply and submit copies of three (3)  
2 competitive quotations. If competitive quotations are not obtained, CONSULTANT must provide the  
3 justification for the sole source.

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

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

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

16 **ARTICLE 37. SEISMIC SAFETY REQUIREMENTS**

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

23 **ARTICLE 38. CONFIDENTIALITY OF DATA**

24 I. All financial, statistical, personal, technical, or other data and information relative to the  
25 AUTHORITY's operations, which are designated confidential by the AUTHORITY and made available  
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1 to the CONSULTANT in order to carry out this Agreement, shall be protected by the CONSULTANT  
2 from unauthorized use and disclosure.

3 J. Permission to disclose information on one occasion, or public meeting held by the  
4 AUTHORITY relating to the Agreement, shall not authorize the CONSULTANT to further disclose such  
5 information or disseminate the same on any other occasion.

6 /

7 K. CONSULTANT shall not comment publicly to the press or any other media regarding the  
8 Agreement or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff,  
9 CONSULTANT's own personnel involved in the performance of this Agreement, at public hearings, or in  
10 response to questions from a Legislative committee.

11 L. CONSULTANT shall not issue any news release or public relations item of any nature,  
12 whatsoever, regarding work performed or to be performed under this Agreement without prior review of  
13 the contents thereof by the AUTHORITY, and receipt of the AUTHORITY's written permission.

14 **ARTICLE 39. CONFLICT OF INTEREST**

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

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

1 financial interests.

2 **ARTICLE 40. CODE OF CONDUCT**

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

6 **ARTICLE 41. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

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

11 **ARTICLE 42. EVALUATION OF CONSULTANT**

12 CONSULTANT's performance will be evaluated by AUTHORITY. A copy of the evaluation will be  
13 sent to CONSULTANT for comments. The evaluation together with any comments shall be retained as  
14 part of the Agreement record.

15 **ARTICLE 43. EVALUATION OF CONSULTANT**

16 A. Definitions. As used in this Article:

17 1. "Backhaul" means intermediate links between the core network, or backbone  
18 network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers  
19 to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic,  
coaxial cable, Ethernet).

20 2. "Covered foreign country" means The People's Republic of China.

21 3. "Covered telecommunications equipment or services" means:

22 a) Telecommunications equipment produced by Huawei Technologies  
23 Company or ZTE Corporation (or any subsidiary or affiliate of such  
entities);

24 b) For the purpose of public safety, security of Government facilities, physical  
25 security surveillance of critical infrastructure, and other national security  
26 purposes, video surveillance and telecommunications equipment  
produced by Hytera Communications Corporation, Hangzhou Hikvision



Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

- c) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

4. "Critical technology" means:

- a) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under 22 C.F.R. subchapter M of chapter I;
- b) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under 15 C.F.R. subchapter C of chapter VII, and controlled
  - 1. Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - 2. For reasons relating to regional stability or surreptitious listening;
- c) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by 10 C.F.R. Part 810 (relating to assistance to foreign atomic energy activities);
- d) Nuclear facilities, equipment, and material covered by 10 C.F.R. Part 110 (relating to export and import of nuclear equipment and material);
- e) Select agents and toxins covered by 7 CFR Part 331, 9 C.F.R. Part 121 , or 42 C.F.R. Part 73; or
- f) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. §4817).

5. "Interconnection arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone

company B) or sharing data and other information resources.

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6. "Reasonable inquiry" means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

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7. "Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

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8. "Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

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B. Prohibition

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1. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of a federal executive agency, on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. CONSULTANT is prohibited from providing to AUTHORITY or the Federal Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (C) of this Article applies or the covered telecommunication equipment or services are covered by a waiver described in FAR §4.2104.

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2. Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of a federal executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (C) of this Article applies or the covered telecommunication equipment or services are covered by a waiver described in FAR section 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a federally-funded contract.

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C. Exceptions. This Article does not prohibit CONSULTANT from providing:

1           1. A service that connects to the facilities of a third-party, such as backhaul, roaming,  
2 or interconnection arrangements; or

3           2. Telecommunications equipment that cannot route or redirect user data traffic or  
4 permit visibility into any user data or packets that such equipment transmits or otherwise handles.

5           D. Reporting Requirement

6           1. In the event CONSULTANT identifies covered telecommunications equipment or  
7 services used as a substantial or essential component of any system, or as critical technology as part  
8 of any system, during Agreement performance, or CONSULTANT is notified of such by a  
9 subcontractor at any tier or by any other source, CONSULTANT shall report the information in  
10 paragraph (d)(2) of this Article to the Chief Executive Officer of AUTHORITY, or designee, unless  
11 elsewhere in this Agreement are established procedures for reporting the information; in the case of  
12 the Department of Defense, CONSULTANT shall report to the website at <https://dibnet.dod.mil>. For  
13 indefinite delivery contracts, CONSULTANT shall report to the Chief Executive Officer of AUTHORITY,  
14 or designee, for the indefinite delivery contract and the Chief Executive Officer of AUTHORITY, or  
15 designee, for any affected order or, in the case of the Department of Defense, identify both the  
16 indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

17           2. CONSULTANT shall report the following information pursuant to paragraph (D)(1)  
18 of this Article:

19           a) Within one (1) business day from the date of such identification or  
20 notification: the contract number; the order number(s), if applicable;  
21 supplier name; supplier unique entity identifier (if known); supplier  
22 Commercial and Government Entity (CAGE) code (if known); brand;  
23 model number (original equipment manufacturer number, manufacturer  
24 part number, or wholesaler number); item description; and any readily  
25 available information about mitigation actions undertaken or  
26 recommended.

          b) Within ten (10) business days of submitting the information in paragraph  
(D)(2)(i) of this Article: any further available information about mitigation  
actions undertaken or recommended. In addition, CONSULTANT shall  
describe the efforts it undertook to prevent use or submission of covered  
telecommunications equipment or services, and any additional efforts  
that will be incorporated to prevent future use or submission of covered

telecommunications equipment or services.

E. Subcontracts. CONSULTANT shall insert the substance of this Article, including this paragraph (E) and excluding paragraph (B)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

**ARTICLE 44. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONSULTANT warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any AUTHORITY employee. For breach or violation of this warranty, AUTHORITY shall have the right in its discretion, to terminate the Agreement without liability, to pay only for the value of the work actually performed, or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**ARTICLE 45. TITLE VI ASSURANCES**

The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between AUTHORITY and CONSULTANT to contain Appendices A and E of the Title VI Assurances. Appendices B, C, and D are to be included in contracts, if applicable. During the performance of this Agreement, CONSULTANT shall comply with the Title VI Assurances set forth in Appendices A through E, herein. Any references to "consultant" or "contractor" in this Article shall also mean "CONSULTANT" as defined under this Agreement. CONSULTANT shall include these Title VI Assurances in all subcontracts to perform work under this Agreement.

**APPENDIX A**

A. During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

1. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the

1 REGULATIONS), which are herein incorporated by reference and made a part of this Agreement.

2 2. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the  
3 AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or  
4 disability in the selection and retention of sub-applicants, including procurements of materials and leases  
5 of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination  
6 prohibited by Section 21.5 of the Regulations, including employment practices when the agreement  
7 covers a program set forth in Appendix B of the Regulations.

8 3. Solicitations of Sub-agreements, Including Procurement of Materials and Equipment: In all  
9 solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed  
10 under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-  
11 applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this  
12 Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national  
13 origin.

14 4. Information and Reports: CONSULTANT shall provide all information and reports required by  
15 the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records,  
16 accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA  
17 to be pertinent to ascertain compliance with such Regulations or directives. Where any information  
18 required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this  
19 information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth  
20 what efforts CONSULTANT has made to obtain the information.

21 5. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the  
22 nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as  
23 it or the FHWA may determine to be appropriate, including but not limited to:

24 a) withholding of payments to CONSULTANT under the Agreement within a reasonable  
25 period of time, not to exceed 90 days; and/or

26 b) cancellation, termination or suspension of the Agreement, in whole or in part.



1           • Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended,  
2 (prohibits discrimination based on race, creed, color, national origin, or sex);

3           • The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and  
4 applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section  
5 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to  
6 include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors,  
7 whether such programs or activities are Federally funded or not);

8           • Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis  
9 of disability in the operation of public entities, public and private transportation systems, places of public  
10 accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by  
11 Department of Transportation regulations 49 C.F.R. parts 37 and 38;

12           • The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits  
13 discrimination on the basis of race, color, national origin, and sex);

14           • Executive Order 12898, Federal Actions to Address Environmental Justice in Minority  
15 Populations and Low-Income Populations, which ensures discrimination against minority populations by  
16 discouraging programs, policies, and activities with disproportionately high and adverse human health or  
17 environmental effects on minority and low-income populations;

18           • Executive Order 13166, Improving Access to Services for Persons with Limited English  
19 Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because  
20 of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps  
21 to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

22           • Title IX of the Education Amendments of 1972, as amended which prohibits you from  
23 discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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1                   **ARTICLE 46. PROHIBITION**

2                   The prime consultant firm, including all subconsultants (at any tier) awarded this contract to  
3 perform construction management services for the Construction Management Services for Slope  
4 Stabilization Project - Phase II will be ineligible to participate (at any tier) in the contract for construction  
5 services for the Construction Management Services for Slope Stabilization Project - Phase II.

6                   The firm, including all subconsultant (at any tier), regardless of the level of service provided by  
7 said subconsultant(s), awarded the design services contract for the Construction Management Services  
8 for Slope Stabilization Project - Phase II, may not submit a proposal for this procurement.

9                   **ARTICLE 47. HEALTH AND SAFETY REQUIREMENTS**

10                  CONSULTANT shall comply with all the requirements set forth in EXHIBIT B, Level 2 SAFETY  
11 SPECIFICATIONS. As used therein, "Contractor" shall mean "Consultant," and "Subcontractor" shall  
12 mean "Sub-consultant."

13                  **ARTICLE 48. LIMITATION ON GOVERNMENTAL DECISIONS**

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

22                  **ARTICLE 49. SAFE OPERATION OF MOTOR VEHICLES**

23                  M. Seat Belt Use. Pursuant to Executive Order 13043, "Increasing Seat Belt Use in the United  
24 States," April 16, 1996, 23 U.S.C Section 402, note (62 Fed. Reg. 19217), CONSULTANT shall adopt  
25 and promote on-the-job seat belt use policies and programs for its employees and other personnel that  
26 operate company-owned, company-rented, or personally operated vehicles.



1 N. Distracted Driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing  
2 Text Messages While Driving," October 1, 2009, 23 U.S.C. Section 402, note (74 Fed. Reg. 51225);  
3 and U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; CONSULTANT is  
4 encouraged to comply with the following pertaining to distracted driving:

- 5 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers,  
6 including policies to ban text messaging while using an electronic device supplied by an  
7 employer, and driving a vehicle the driver owns or rents, a vehicle CONSULTANT owns, leases,  
8 or rents, or a privately-owned vehicle when on official business in connection with the  
9 Agreement, or when performing any work under the Agreement.
- 10 2. Conduct workplace safety initiatives in a manner commensurate with CONSULTANT's size,  
11 such as establishing new rules and programs to prohibit text messaging while driving, re-  
12 evaluating the existing programs to prohibit text messaging while driving, and providing  
13 education, awareness, and other outreach to employees about the safety risks associated with  
14 texting while driving.

15 **ARTICLE 50. 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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**EXHIBIT C: STATUS OF PAST AND PRESENT CONTRACTS FORM**

**STATUS OF PAST AND PRESENT CONTRACTS FORM**

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

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

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT D: 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 B). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

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

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

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

Check one:

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

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

Complete Description of Deviation or Exception:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rationale for Requesting Deviation or Exception:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Area Below Reserved for Authority Use Only:

_____ _____ _____
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**EXHIBIT E: SAFETY SPECIFICATION**

## 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. A Job Hazard Analysis (JHA) shall be prepared for the field activities scheduled and signed/dated by the Contractor's project manager and the Contractor's HSE Representative and all employees of the work crew prior to beginning scheduled task.
6. 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.
7. 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**