

**REQUEST FOR PROPOSALS (RFP) 5-3977**

**PROGRAM MANAGEMENT AND  
CONSTRUCTION MANAGEMENT  
SERVICES FOR IMPROVEMENTS TO  
ORANGE COUNTY TRANSPORTATION  
AUTHORITY HEADQUARTERS  
PROPERTY**



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

**Key RFP Dates**

<b>Issue Date:</b>	<b>April 14, 2025</b>
<b>Pre-Proposal Conference Date:</b>	<b>April 22, 2025</b>
<b>Question Submittal Date:</b>	<b>April 25, 2025</b>
<b>Proposal Submittal Date:</b>	<b>May 12, 2025</b>
<b>Interview Date:</b>	<b>June 11, 2025</b>

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## **NOTICE OF REQUEST FOR PROPOSALS**

**(RFP): 5-3977: “PROGRAM MANAGEMENT AND CONSTRUCTION MANAGEMENT SERVICES FOR IMPROVEMENTS TO ORANGE COUNTY TRANSPORTATION AUTHORITY'S HEADQUARTERS PROPERTY”**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide program and construction management (PM/CM) services for the Authority's headquarter improvements which will include tenant improvements to the existing 10-story building and construction of a new one-story double height building.

### **Prohibition:**

To prevent potential conflicts of interest, the prime consultant firm, including all subconsultants, awarded the contract for this solicitation for PM/CM services for improvements to the headquarters property for the Authority will be ineligible to participate (at any tier) in the contract for construction services for improvements to the headquarters property for Authority.

The prime consultant firm, including all subconsultants (at any tier) awarded the contract for the preparation of plans, specifications and estimates for improvement to the headquarters property for Authority, will be ineligible to participate (at any tier) in this contract for PM/CM services for improvements to the headquarters property for Authority.

Authority will evaluate potential conflicts of interest on a case-by-case basis.

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

**Proposals must be submitted, electronically**, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on May 12, 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 5-3977**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

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

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

To receive all further information regarding this RFP 5-3977, 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>
Professional Consulting	Consultant Services - General
	Construction Consulting
	Architectural & Engineering
	Design Consulting
	Consultant Services - Space -
	Interior Design
Professional Services	Engineering - Architectural
	Engineering - Environmental
	Engineering - General
	General Construction -
	Architectural

A pre-proposal conference will be held via teleconference on April 22, 2025, at 9:00 a.m. Prospective Offerors may join or call-in using the following credentials:

- [MS Teams Link](#)
- OR Call-in Number: 916-550-9867
- Conference ID: 446 267 31#

An on-site/in-person conference will be held on April 22, 2025, at 9:00 a.m., at the Authority's Administrative Offices, 500 South Main Street, Orange, California, in Conference Room 09. A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established June 11, 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.

**SECTION I: INSTRUCTIONS TO OFFERORS**

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

A pre-proposal conference will be held via teleconference on April 22, 2025, at 9:00 a.m.. Prospective Offerors may join or call-in using the following credentials:

- [MS Teams Link](#)
- OR Call-in Number: 916-550-9867
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**B. EXAMINATION OF PROPOSAL DOCUMENTS**

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

**C. ADDENDA**

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

**D. AUTHORITY CONTACT**

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

Megan Bornman, Senior Contract Administrator  
Contracts Administration and Materials Management Department  
600 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584  
Phone: 714.560. 5064, Fax: 888.404.6282  
Email: mbornman@octa.net

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

## **E. CLARIFICATIONS**

### **1. Examination of Documents**

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

### **2. Submitting Requests**

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on April 25, 2025.
- 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) Email: mbornman@octa.net

### **3. Authority Responses**

Responses from the Authority will be posted on CAMM NET, no later than May 1, 2025. 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>
Professional Consulting	Consultant Services - General
	Construction Consulting
	Architectural & Engineering
	Design Consulting
	Consultant Services - Space -
	Interior Design
Professional Services	Engineering - Architectural
	Engineering - Environmental
	Engineering - General
	General Construction -
	Architectural

Inquiries received after 5:00 p.m. on April 25, 2025, will not be responded to.

## F. SUBMISSION OF PROPOSALS

### 1. Date and Time

**Proposals must be submitted, electronically**, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on May 12, 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 5-3977**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

### 2. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no

representations that any contract will be awarded to any Offeror responding to this RFP.

- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

**G. PRE-CONTRACTUAL EXPENSES**

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

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

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

**H. JOINT OFFERS**

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

**I. TAXES**

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

**J. PROTEST PROCEDURES**

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

**K. CONTRACT TYPE**

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

**L. 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.

**M. CONFLICT OF INTEREST**

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

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

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

**N. CODE OF CONDUCT**

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

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

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California Public Records Act, Government Code sections 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.

**P. STATEMENT OF ECONOMIC INTERESTS**

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

**Q. PROHIBITION**

To prevent potential conflicts of interest, the prime consultant firm, including all subconsultants, awarded the contract for this solicitation for PM/CM services for improvements to the headquarters property for the Authority will be ineligible to participate (at any tier) in the contract for construction services for improvements to the headquarters property for Authority.

The prime consultant firm, including all subconsultants (at any tier) awarded the contract for the preparation of plans, specifications and estimates for improvement to the headquarters property for Authority, will be ineligible to participate (at any tier) in this contract for PM/CM services for improvements to the headquarters property for Authority.

Authority will evaluate potential conflicts of interest 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 Megan Bornman, 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) Furnish a project schedule for completing the tasks in terms of elapsed weeks.
- (3) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (4) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.

- (5) 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. Campaign Contribution Disclosure Form

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

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

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

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

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

### 2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative

proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

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

**3. Proposal Exceptions and/or Deviations Form**

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

**SECTION III: EVALUATION AND AWARD**

### **SECTION III. EVALUATION AND AWARD**

#### **A. EVALUATION CRITERIA**

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

1. **Qualifications of the Firm** **20%**  
  
Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
2. **Staffing and Project Organization** **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 June 11, 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.

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

**C. AWARD**

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

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

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

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

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

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

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

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

**EXHIBIT A: SCOPE OF WORK**



## **SCOPE OF WORK**

**RFP 5-3977  
PROGRAM MANAGEMENT / CONSTRUCTION  
MANAGEMENT SERVICES  
FOR  
OCTA  
HEADQUARTERS IMPROVEMENTS**

April 2025

## **SCOPE OF WORK**

### **A. PROJECT BACKGROUND:**

The Orange County Transportation Authority (Authority or OCTA) is seeking proposals from qualified firms to provide program management and construction management services for proposed improvements to an existing office building that will become a new Headquarters Facility (Headquarters) for OCTA. The planned improvements include tenant improvements to the existing 10-story building and construction of a new one-story double-height building, approximately additional 8,000 square feet (SF), adjacent to the 10-story building (Project).

The Project site is approximately 5 acres and is located at 2677 North Main Street in the City of Santa Ana.

The selected firm (CONSULTANT) shall have experience in providing program and construction management services in the required areas of expertise for similar office building facilities and shall be familiar with all requirements of projects funded by local transportation funds.

#### **Project Overview**

The Headquarters will be a “purpose” designed facility for OCTA operations. It will specifically address the needs and requirements of OCTA’s administrative operations with the goal of supporting job duties, efficiency, functionality, communication, and related operations. Within this new facility, the following OCTA functions will be housed:

- Employee/Staff Office Space
- Boardroom and Conference Space

#### **State and Local Requirements**

Work shall conform to the governing standards and current requirements of state and local agencies such as OCTA, City of Santa Ana, Division of State Architect (DSA), Caltrans, and all other agencies having jurisdiction (AHJ) over the Project. In addition, work shall conform to the guidance and best practices of transportation organizations such as the American Public Transit Association (APTA), American Association of State Highway and Transportation Officials (AASHTO), the National Association of City Transportation Officials (NACTO), and Office of State Fire Marshalls. Other conformance documents/requirements shall include California Title 24, Building Codes, Fire Protection Codes, Occupational Safety and Health (OSHA) requirements, Crime Prevention Through Environmental Design (CPTED), the Manual on Uniform Traffic Control Devices (MUTCD), OCTA Standards for Contract Documents including General Provisions, Special Provisions, and Technical Specifications, and the OCTA Right of Way Manual, and all other applicable codes and regulations. Should state and local requirements change during Project implementation, the Consultant shall discuss scope ramifications with OCTA before proceeding further.

### **B. DEFINITIONS:**

As used throughout this Scope of Work, the following terms shall have the meanings set forth below:

1. ‘OCTA’ or ‘AUTHORITY’ shall be the ORANGE COUNTY TRANSPORTATION AUTHORITY.
2. ‘Project Manager’ shall mean the Chief Executive Officer of OCTA acting either directly or through properly authorized agents or representatives acting with the scope of particular duties entrusted to them.

3. 'City' shall mean the City of Santa Ana.
4. 'County' shall mean the County of Orange
5. 'Project' or 'Headquarters' shall mean all of the components included in the project plans and specifications and other construction contract documents.
6. 'CONSULTANT' shall mean the firm responsible for the scope of work included in this Agreement.
7. 'Design Consultant' shall mean the Architectural/Engineering firm responsible for the design of the Project.
8. 'Contractor' as used in this Scope of Work means the person or persons, firm, partnership, corporation, or combination thereof, private or municipal who have entered into construction contract with OCTA, to construct the Project.
9. 'Construction Contract' shall mean the agreement between OCTA and Contractor to construct the Project.
10. 'Construction Contract Documents' shall mean all project plans, specifications, and all other construction documents in the Agreement between OCTA and Contractor.
11. 'Agency Having Jurisdiction' (AHJ) shall mean the local City and agencies having jurisdiction over the Project.

**C. SCOPE OF WORK**

**1. General Descriptions and Requirements**

CONSULTANT shall function as an agent of OCTA by providing construction management as required to effectively manage the Project construction and administer the construction contract in accordance with the requirements established within the Agreement and OCTA construction management procedures. Under general direction of the Project Manager, the CONSULTANT shall provide staff and technical expertise for construction management services, materials testing, quality assurance surveying, safety oversight, environmental monitoring, building commissioning, inspection services, and all other construction management services for the construction of Headquarters as required in this scope of work. The general responsibilities of the CONSULTANT are:

- a. Perform pre-construction services to support elements of the Project, including constructability review and recommendations, assisting OCTA in bid process, response to bidders' questions, Invitation for Bid (IFB) and addenda preparation support, performing bid analysis, and all other tasks as required.
- b. Perform project inspection, ensure that materials and workmanship are in conformance with the construction contract documents and all applicable codes and regulations.
- c. Monitor the progress of the work to ensure the Project is completed within the allotted construction contract time and within budget. The CONSULTANT shall ensure that the project schedule is prepared and monitored throughout the duration of the Project.
- d. Maintain accurate project records of all construction activities and cost. The CONSULTANT shall prepare, implement, and maintain document control procedures throughout the duration of the Project.
- e. Provide materials testing and inspection services and all field inspection services required per Construction Contract Documents. The CONSULTANT shall prepare and

implement a material testing plan for the Project that conforms to the requirements of the Construction Contract Documents, AHJ, and OCTA.

- f. Perform quality assurance survey as required for the Project.
- g. Ensure that the environmental mitigation measure included in the Project environmental documents are implemented and maintained for the duration of the Project. Provide assistance to OCTA in environmental monitoring, compliance and reporting activities, including but not limited to, providing field and reporting support.
- h. Ensure that erosion control measures are implemented and maintained in accordance with the Storm Water Pollution Prevention Plan (SWPPP).
- i. Ensure compliance with all applicable local, state, and federal safety laws.
- j. Provide safety oversight, ensure that a construction safety plan is prepared, implemented, and maintained for the duration of the Project.
- k. Coordinate communications between Contractor and all other Project participants, process, collect and maintain Project communications and records.
- l. Implement the procedures set forth in the AUTHORITY's Facilities Engineering Construction Management Procedures, the latest version.
- m. Perform all other tasks as required and related in this Scope of Work.

CONSULTANT staff shall work with the OCTA's Capital Programs Department in managing the construction of Project. Specific tasks are described in Section 2.0 below.

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

**Project Schedule:**

Construction of Headquarters project is expected to be completed over a period of approximately thirty-six (36) months starting from Notice to Proceed date of the Construction Contract. CONSULTANT is expected to be involved with the Project earlier for constructability review.

The current project schedule will be as follows:

**Program Management /Construction Management (PMCM) Services**

PMCM Services Project Advertisement:	April 2025
PMCM Services Contract Award:	August 2025
PMCM Services NTP:	October 2025

**Project Design and Construction**

100% Tenant Improvement Design	December 2025
100% Board Room Design	July 2026
Tenant Improvement Construction Project Advertisement:	April 2026
Construction Start:	May 2026
Board Room Construction Project Advertisement:	February 2027
Tenant Improvement Construction completion:	October 2026
Board Room Construction completion:	May 2028
Construction Closeout Finish:	December 2028

**Level of Support:**

The anticipated level of support required from the CONSULTANT under this Agreement scope of work are as below. The level of support staff and duration of assignments will be re-evaluated periodically and determined by OCTA to assure that the appropriate level of support is maintained as required for the Project. CONSULTANT's personnel shall be available within two (2) weeks from written request by OCTA.

- One (1) full time Project Manager
- One (1) full time Construction Manager/Resident Engineer (CM/RE)
- One (1) full time Assistance Resident Engineer (Assistant RE)
- One (1) full time Administration/Document Control personnel
- One (1) Lead General Building Inspector
- One (1) Lead Mechanical/Electrical/Plumbing (MEP) Inspector
- One (1) full time Health, Safety and Environmental (HSE) Representative
- One (1) part time Structures Representative
- Environmental Specialist – based on project needs
- Field inspectors with disciplines – based on project needs
- Soils & Materials Testing Personnel – based on project needs

- Surveying crew – based on project needs
- On-call Specialists (Fire Protection Systems, Elevator ...) – based on project needs
- Commissioning Agent

OCTA will provide access to project design documents and an OCTA email address to each of CONSULTANT's staff working on the Project. Any special equipment or supplies including vehicles for transportation, laptop computers, cellular phones, and other mobile devices required for CONSULTANT's staff to perform duties in this Scope of Work shall be provided by the CONSULTANT.

CONSULTANT shall provide and maintain its own field office, utilities, furniture, all necessary instruments, tools, equipment and computer software/programs, safety equipment to its personnel to perform duties in this Scope of Work accurately, efficiently, and safely. Field office shall be in a close proximity within two miles of the Project site, approximately 1,000 square feet in size at rental cost not more than \$2.00 per square foot per month. CONSULTANT's personnel shall be paid for the work time spent only at either Project construction site or in CONSULTANT's field office.

Any expense for new CONSULTANT's staff not listed within the Exhibit entitled "Schedule I – Direct Labor Rates", whether at the prime or sub-consultant level, will not be paid, unless prior written approval has been received from OCTA, and the employee's name, function, their respective payroll records are submitted no later than fourteen (14) days from the performance of the work. Overtime shall not be reimbursed without OCTA's prior written approval and only as required by prevailing wage laws.

Any expense for other direct costs (ODCs) not listed within Exhibit entitled "Schedule II – Other Direct Costs", whether at the prime or sub-consultant level, will not be paid unless submitted and accepted in accordance with the terms of the Agreement.

**Communication:**

All written and electronic communications between the Contractor and AUTHORITY and between the Contractor and Design Consultant 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 and Design Consultant, review and 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. No direct communication between Contractor and Design Consultant shall be allowed during the Project duration.

CONSULTANT shall include OCTA Project Manager and designated OCTA team members in project-related communications. All project-related communications shall be via platform listed below, unless otherwise directed by OCTA.

- Telephones, cellphones
- Microsoft Outlook emails
- Microsoft Teams
- Other SharePoint (Microsoft OneDrive or Microsoft Teams), at OCTA's discretion.
- No external SharePoint platform will be used for the Project.

**OCTA will provide CONSULTANT with the following:**

Approved studies, reports, Construction Contract Documents including plans, specifications, general and special conditions of Project, environmental documents and all other project related documents, manuals, standard forms, policies and procedures to be followed by CONSULTANT's personnel in the performance of the work. Project documents are confidential and shall be used for the purpose of Project only. Dissemination of these documents outside of the Project is strictly prohibited.

**2. Specific Scope of Services**

**2.1 TASK 1 – Program Management / Construction Management**

CONSULTANT shall provide a qualified management team consisting of a Project Manager, Construction Manager/Resident Engineer (CM/RE) and an Assistant RE, and other personnel as required herein this Scope of Work.

CONSULTANT shall provide constructability and safety review of design submittals to ensure Crime Prevention Through Environmental Design (CPTED) best practices are incorporated into the final design. CONSULTANT shall ensure CPTED design features are implemented during construction, site is maintained during construction, and Operating and Maintenance Manuals document CPTED strategies and applications.

CONSULTANT shall perform project construction management related functions including but not limited to, construction oversight, technical assistance, agency coordination and public outreach, materials testing services, field inspections, structural observations, quality assurance surveying, Health, Safety and Environmental (HSE) inspections, on-call services required for construction of Headquarters, project closeout, and all other project construction management related work. CONSULTANT shall take responsibility for the quality, efficient and timely completion of all project work. CONSULTANT will be subject to periodic quality audits as determined by OCTA.

**2.1.1 Construction Management Plan**

Within three (3) weeks from the Agreement Notice to Proceed (NTP), CONSULTANT shall prepare, submit to OCTA for review and acceptance a construction management plan (CMP). CONSULTANT shall implement the accepted CMP during the Project duration.

Prior to preparation of the CMP, CONSULTANT shall conduct a constructability review of the Construction Contract Documents, including plans, specifications, and other project documentations. CONSULTANT shall meet with the Design Consultant and OCTA to discuss any constructability issues and obtain any necessary design clarifications.

CMP shall demonstrate CONSULTANT's understanding of the Project and all requirements. CMP shall outline CONSULTANT's plans and strategies to manage the construction of the Project to complete the work within budget and schedule in compliance with Construction Contract Documents and all City and AHJ's requirements.

At a minimum, CMP shall demonstrate CONSULTANT's understanding of the following potential issues:

- Public and site safety and security
- Coordination timeline with City, AHJ, and adjacent property's owners
- Environmental and cultural resources
- Site operating hours

- General construction methodology and programs
- Project constructability
- Noise and vibration controls
- Air, dust, stormwater, drainage/sediment controls.
- Site waste management
- Traffic management including access routes to and from the site
- Site specific details which require detailed assessments
- Project document controls

CONSULTANT shall allow OCTA a minimum of two (2) weeks to review and comment on the CMP. CONSULTANT shall address all comments, revise, and resubmit the CMP within one (1) week upon receipt of OCTA's review comments.

**2.1.2 Construction Management/Oversight and Technical Assistance:**

CONSULTANT shall provide construction management services acting as OCTA's Construction Manager. CONSULTANT shall communicate and coordinate closely with OCTA Project Manager in all project-related matters.

CONSULTANT shall be knowledgeable of and comply with, all applicable local, state, and/or federal regulations, cooperate and consult with OCTA officials during the course of the Agreement, and perform other duties as may be required to assure that the construction is being performed in general accordance with construction contract documents. CONSULTANT shall be thoroughly familiar with City's and AHJ's requirements for the Project.

CONSULTANT's personnel shall be thoroughly familiar with the project plans, specifications, and other construction documents. CONSULTANT's CM/RE and Assistant RE shall involve in constructability review at the 100% design phase and shall assist OCTA during the bidding phase. CONSULTANT shall have meeting with Design Consultant to get any design clarifications as needed before start of Project construction.

CONSULTANT shall be responsible for all construction management services for the Project as specified herein below:

- a. Ensure that the Contractor's work meets all requirements under the terms of the agreement between the Contractor and AUTHORITY. Inspect and monitor the Work for defects, deficiencies, and deviations from Construction Contract Documents. Notify OCTA promptly of any Contractor's work defect, deficiencies, and deviations and provide recommendations to OCTA. Subject to review and approval by OCTA, reject work which does not conform the Construction Contract Documents. Monitor the corrections of the defects, deficiencies, and deviations until corrected and accepted by OCTA.
- b. Ensure Contractor has obtained all required permits and that the work is performed and inspected in compliance with City and AHJ requirements.
- c. Assist OCTA in inspecting and verifying the Contractor's compliance with the safety provisions and the accident and injury prevention provisions of the Construction Contract Documents.



- d. Provide technical assistance helping to resolve issues and problems and advise OCTA on any necessary design changes required for the Project due to unforeseen field conditions, for project budget/schedule saving. Technical assistance shall be in the fields of architectural, civil, mechanical, electrical, plumbing, and other technical aspects of Project. The technical assistance will also be in the form of reviews and audits of work done by others.
- e. Assist OCTA in planning and monitoring construction activities, reviewing construction phasing and staging, monitoring, evaluating Contractor's performance and work quality.
- f. Monitor the Contractor's traffic control measures and practices and work to cause any deficiencies to be remedied promptly by the Contractor. Monitor Contractor's pedestrian circulation, access, and safety/security plan that construction activities impact sidewalks. CONSULTANT shall work closely with OCTA's Outreach Department for community communications to minimize unanticipated disruptions to the public.
- g. Along with coordination with the field inspectors, prepare, verify, and maintain a daily log of reports of observed construction progress, containing a record of weather, Contractor's 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 with photographs. Make the daily log and reports available to OCTA.
- h. Be knowledgeable about and keep track of all submittals required by Construction Contract Documents. CONSULTANT shall provide general review of all submittals received from Contractor prior to forwarding to the Design Consultant for review and acceptance. Ensure Design Consultant's review resolution is as "Rejected. Resubmit", "Revise and Resubmit", or "No Exception Taken", as applicable. Review resolution as "Conforms with Corrections as Noted", "Approved as Noted", or likewise is not acceptable. Coordinate with Design Consultant to ensure all submittals are processed in a timely manner, as specified in the Construction Contract Documents. Maintain a log of all submittals received. CONSULTANT, in compliance with the Construction Contract Documents, shall be able to review and accept submittals that do not require technical assistance from Design Consultant, in order to provide responses to Contractor in a timely manner to avoid delay in Project.
- i. Provide a general review of all Request for Information (RFI) from Contractor, thoroughly understand the RFIs prior to forwarding the RFIs to Design Consultant for response. Identify any frivolous RFI and return it back to Contractor. CONSULTANT shall work closely with the Design Consultant to properly respond to the RFI in a timely manner. CONSULTANT shall also provide recommendations and responses to RFIs that do not need consulting with the Design Consultant. Maintain a log of all RFIs received.
- j. Monitor and manage the initiation, preparation, justification for Contract Change Order (CCO). Review, evaluate, and negotiate Change Order Requests (COR) from Contractor, provide recommendations to OCTA. Initiate CCO as required for construction of Project in the manner that benefits the Project. Conduct negotiations with Contractor and advise OCTA of the acceptability of the Contractor's proposed adjustment to the Contract Time and/or Contract Amount for CCOs. CONSULTANT shall coordinate with OCTA and Design Consultant to prepare appropriate CCO documents including revised/additional drawings/sketches, exhibits, detailed engineer's independent cost estimates (ICE), memoranda. CONSULTANT shall

provide ICE as required and requested by OCTA in order to timely process the CCO's to avoid delay in construction. Inform and coordinate with OCTA for scope, schedule and cost impacts and any coordination issues with City and AHJ. Complete and process CCO packages in compliance to OCTA contract change order procedures. Keep track costs for labor, equipment, and materials for Force Account CCOs; review Contractor's Force Account CCO invoices.

- k. Monitor and aggressively manage the initiation, preparation, review and justification for Project cost reduction proposals submitted by the Contractor, Design Consultant, OCTA, or other Project participants to affect the most desirable benefit to the Project. CONSULTANT shall recommend to OCTA cost reduction ideas judged by the CONSULTANT to be advantageous, or necessary, review all estimates prepared by the Design Consultant and, if appropriate, suggest revisions, prepare independent cost reduction cost estimates, as necessary, evaluate Contractor's 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 OCTA of the acceptability of the Contractor's proposed adjustment to the Contract Sum or Contract Time for cost reduction CCOs. Prepare and submit for OCTA's approval the CCO documents and supporting data.
- l. Collect, review certified payroll records for compliance, assist OCTA with labor compliance, including performing field interviews with Contractor's on-site personnel at least once a month and preparing field interview reports.
- m. Review the Contractor's maintained as-built drawings on-site, not less than monthly, to reflect changes and field conditions. Verify Contractor is accurately locating all underground utilities on the as-built drawings.
- n. Mark and record all changes made during construction on CONSULTANT's redlined plans and specifications, and other Construction Contract Documents. Maintain all these records in OCTA SharePoint.
- o. Provide supports, tracking, analysis to OCTA in resolving and negotiating Contractor's claims. Provide recommendations to OCTA for claim resolution. CONSULTANT will maintain a log of all pending issues or claims to include the approximate cost impact, recommendations and implement procedures for reducing the likelihood of disputes and claims.
- p. At the end of each month, prepare and submit to OCTA monthly progress reports describing in detail the construction activities performed during the month, issues resolved, outstanding issues, pending and executed change orders, any other potential obstacles that would impede the progress of the work, and job progress within the allocated construction schedule. Information contained in the report shall include, but not be limited to:
  - Project summary, status, including major work activities, quality, and percentages of completion.
  - Status of all Submittals, RFI's, CCOs, and Claims in process, including copies of tracking logs, project safety and environmental incidents (to include, but not limited to employee injuries/illnesses, environmental issues, observer non-conformities/violations, vehicle accidents, property damage, etc.). Include representative photographs of the work noted in the report.
  - Identification of any performance problems of the Contractor and risks to the Project.

- Description of the Contractor's work activities planned to be performed next month.
  - Project budget status and estimate of probable cost. Include earned-value S-curve.
  - A description of any Contractor's new notices of claim.
  - Project schedule status – compare actual progress to objectives, including a summary-level bar-chart showing previous update targets and current schedule update, percent complete per contract value and time.
- q. Contractor will provide and maintain EarthCam system live streaming, time-lapse imaging construction cameras to record and display real-time video of construction activities at the Project site. CONSULTANT shall coordinate with Contractor and OCTA Information Technology department to ensure OCTA project management team and CONSULTANT's construction management team having access to recorded and real-time videos.
- r. Provide daily construction photos and maintain records of all these photos on OCTA Share Point (Microsoft OneDrive) for the entire duration of Project.
- s. Coordinate, provide, and present construction status and project information to OCTA management and staff, other agencies, stakeholders and public relations consultants. Evaluate the completion of the Contractor's work, review project closeout documents and as-built documents.
- t. All services required herein shall be performed in accordance with the Construction Contract Document, the latest City, AHJ, and other applicable regulations, policies, procedures, manuals and standards. All City and AHJ codes, regulations, requirements, policies, procedures, manuals, and standards documents shall be made available for OCTA by CONSULTANT upon request.

#### **2.1.3 Project Controls**

CONSULTANT shall provide a project control specialist to:

- Assist in planning, scheduling, and controlling project work. Keep track project schedule, budgets, monitor Design Consultant, Contractor, City and AHJ efforts in support of project construction.
- Review and provide comments to all schedules of all types submitted by the Contractor in accordance with the Construction Contract Documents requirements, conduct analyses and assessments of those schedules, and provide written review comments ensure project completion within the scheduled timeframes.
- Provide time impact analysis, provide advice and opinions to OCTA regarding the Contractor's schedules, schedule updates, progress of the construction work, and project expenditure/budget.

#### **2.1.4 Project Administration/Document Controls**

CONSULTANT shall provide a project administration and document controls specialist who is responsible for project administration and document controls.

a. Project Administration:

- Prepare monthly Contractor's progress pay estimates for OCTA's review and approval. Obtain and review Contractor's monthly invoices and progress reports. Process monthly progress payments in accordance with OCTA payment procedures.

- Review invoices from the City, AHJ, and other project stakeholders for accuracy and compliance with agreements between OCTA and stakeholders.
- With each Contractor's, vendors, or other service providers' progress payment request or invoice, the CM/RE 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 Construction Contract Documents. The foregoing representations are subject to minor deviations from the Construction Contract Documents correctable prior to completion and to specific qualifications expressed by the Resident Engineer."*

- Obtain and review weekly certified payrolls (CPR) submitted by Contractor for compliance with prevailing wage rates. This project is considered a federal contract with regard to labor compliance. CONSULTANT shall compare labor and hours worked as indicated on the CPR with construction labor records prepared and maintained by CONSULTANT's construction management team. Notify Contractor of any discrepancies between wages paid and the prevailing wages. Verify supplemental checks for back wages are issued, if required.
- Assist as requested by OCTA to review bonds and certificates of insurance from Contractor, vendors, and other service providers for compliance with their contracts. Notwithstanding the review of certificates of insurance by CM, Contractor, vendors, and other service providers shall remain solely liable for providing insurance in accordance with the provisions of their Contracts. On behalf of OCTA, CONSULTANT shall notify Contractor, vendors, and other service providers of the expiration of insurance or increases in bond values due to change order additions. CM shall not recommend progress payments unless insurance and bonds are in full force and effect.
- Coordinate with OCTA to verify Contractor's Disadvantaged Business Enterprise (DBE) compliance.
- Prepare and distribute to Contractor a "Weekly Statement of Calendar Days" report every Monday for the previous reported week. Report format will be furnished by OCTA.

b. Document Controls:

- Provide all Project document controls services. All project-related documentation shall be stored and maintained in OCTA SharePoint (Microsoft OneDrive). Keep accurate records of Construction Contract Documents, plans, specifications, addenda, change orders and other modifications, RFIs, shop drawings, product data, samples, submittals, purchases, materials, equipment, applicable handbooks, maintenance and operations manuals and instruction, correspondence, reports, and other project related documents. Administer the flow of documents and communications between OCTA staff, Design Consultant, Contractor, City, AHJ, and all other project stakeholders. Maintain Project files of all documents. Assist OCTA to respond to public record requests.

**2.1.5 Monthly Invoicing and Progress Reports**

CONSULTANT shall be paid monthly at time and expense. By the last day of each month, submit monthly invoicing, include a list of personnel and hours spent during the month. Include a monthly progress report, status of Project, projected status in the next month, and any outstanding issues.

**2.1.6 Provide payroll records upon OCTA's requests to verify CONSULTANT's staff hours spent for the reported months.**

**2.1.7 Project Coordination and Meetings**

CONSULTANT shall coordinate, schedule, attend, and administer project meetings. Meetings, other than field meetings, may be in-person or virtual on Microsoft Teams at OCTA's solely discretion. Prepare and distribute meeting agenda a minimum of three (3) business days prior to each meeting. Prepare and distribute meeting minutes within three (3) business days after each meeting. CONSULTANT shall expect the meetings below at a minimum during the entire duration of Project:

- Preconstruction meetings after Notice to Proceed of the Construction Contract between OCTA and Contractor.
- Field and office meetings with the Contractor on a regular basis, not less than weekly, for purposes of communication, coordination, discussion, and resolution of problems and/or negotiation of CCOs.
- Weekly meetings, minimum one (1) hour each meeting with OCTA and Contractor.
- Monthly status update meetings with OCTA, minimum one (1) hour each meeting. CONSULTANT shall present monthly progress reports and all construction issues and potential solutions to OCTA.
- Quarterly update meetings with OCTA and other stakeholders, two (2) hours each meeting. CONSULTANT shall make a Microsoft PowerPoint presentation for Project updates. No monthly state update meetings are required for the months that quarter update meetings are conducted.
- Any other project technical and coordination meetings as required for the Project.

**2.2 TASK 2 – Coordination with Agency and other project stakeholders:**

CONSULTANT shall assist in coordinating Project with City, AHJ, including but not limited to, FTA, California Department of Transportation (Caltrans), Department of State Architects (DSA), South Coast Air Quality Control Management District (AQMD), and the adjacent property owners. Coordinate the Project construction activities with these agencies and project stakeholders to ensure agency concerns are properly addressed. Keep a record/history of all coordination and communications.

**2.3 TASK 3 - Construction Field Inspections and Observations**

CONSULTANT shall perform daily field inspections during construction of the Project, witness and document all field testing and all inspections by AHJ. For each workday starting from Construction Contract Notice to Proceed date, including the workdays with no construction activities, CONSULTANT shall prepare and submit a daily report to OCTA. Daily reports shall include information of construction work, start and end time, weather conditions, labor, materials, equipment, construction activities, HSE issues, any incidents, and remediations/solutions provided, description of work completed and inspected, and planned activities for next workdays, details of any issues and resolutions discussed. Daily

reports shall also include photos taken aligned with construction activities performed during the reported day, a sign-in/sign-out list of all visitors and Contractor's personnel including its subcontractors' staff, and a telephone log of all pertinent of all telephone calls made or received indicating the parties called and purpose/nature of the calls. CONSULTANT's field inspectors shall also coordinate and work closely with quality assurance survey crew to verify all staking required for construction of Project.

CONSULTANT shall provide structural observations for construction work as required. Structural representative shall perform inspections required in this scope of work to assure compliance with construction plans, specifications, and special provisions on all phases of structural construction including all structural supporting elements, foundations, walls, falsework, shoring, and drainage structures. Provide a separate report for each structural observation. Identify any structural issues and any resolutions discussed and provided.

Daily inspection reports and structural observation reports shall be signed and dated by Contractor, field inspector or structural representative, and CM prior to being submitted to OCTA via email and uploaded to OCTA SharePoint on the following date of the date reported.

#### **2.4 TASK 4 - Materials Testing and Inspection Services:**

CONSULTANT shall provide all labor, materials, equipment, and facilities to perform materials testing and inspection services, as required by the AUTHORITY, during the construction. The services may include, but not be limited to, performing required testing of asphalt concrete, Portland cement concrete, grout, mortar, reinforcing steel, and structural steel. In addition, special deputy inspection services for welding, high strength bolts, fireproofing, reinforcing steel, masonry, and concrete placement.

All testing shall be performed in accordance with the California Test Methods as specified in Caltrans "Manual of Testing" and shall meet the latest requirements of ASTM and other regulatory requirements.

CONSULTANT may be required to submit the test results on the same day or the following day (within 24 hours) of the day the samples are taken. CONSULTANT may be required to send the test results to local agencies having jurisdiction over the Project.

Special Deputy Inspector shall submit a field inspection report to CONSULTANT Construction Manager, of the work inspected or tested at the end of workday.

All testing laboratories shall be within 30 miles from the Project site and shall provide test results in a timely manner as required for Project construction.

The laboratories shall maintain an inventory of testing equipment listing the manufacturer, model, serial number, calibration, and tolerance.

The laboratories shall maintain a laboratory procedure manual describing the methods used for recording, processing, and reporting data, the sources of reference material, standards, and test methods. The manual will be made available to the AUTHORITY upon request.

The laboratories shall have a quality control plan in effect during the entire time work is being performed under the contract. The plan shall include quality control, quality assurance, and equipment calibration programs for the laboratory.

CONSULTANT shall certify all work (compaction of foundation base, base, sub-base, asphalt concrete, concrete, reinforcing steel, structural steel welding, etc.) conducted, inspected,

and tested under the supervision of its staff, and if required by the local jurisdiction (City of Santa Ana and/or County of Orange).

**2.5 TASK 5 - Quality Assurance Surveying**

CONSULTANT shall perform control points, benchmarks, and other quality assurance surveying as required for the Project. CONSULTANT shall review and comment on Contractor's survey data.

The number of CONSULTANT surveying personnel required for the Project is expected to fluctuate based on the needs of the Project. CONSULTANT shall provide all labor, equipment, and materials required to perform quality assurance surveying services, as well as office engineering and field calculations to support the construction of the Project as needed.

Specific surveying requests will be initiated by the RE, utilizing a survey request form in a mutually agreed upon format. Once the request has been issued, CONSULTANT shall begin work and proceed diligently until all required tasks have been satisfactorily completed. Other special check surveys, quantity measurements, and investigative surveys may be required, as ordered by the RE and authorized by the AUTHORITY.

Surveying 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.

CONSULTANT may be requested to assist OCTA to review and verify real property/surveying documentations such as legal descriptions, plat maps, etc....

A report of surveying work and results shall be submitted to OCTA within three (3) business days after surveying work being performed. Include all field notes and data as appendices to the reports.

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

- 2.5.1. Construction Contract Documents. CONSULTANT shall perform quality assurance surveying that is required by AUTHORITY and as described in the Construction Contract between the AUTHORITY and the Contractor. Other surveying and engineering calculations shall be performed as needed to administer and manage the Project. Coordinate with field inspectors to verify project staking by Contractor.
- 2.5.2. Survey Calculations and Adjustments. Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System. Cross-Section Data Collection shall be performed by conventional and terrain line interpolation survey methods. Survey Data Formatting will include formatting topography, cross-section, and other survey data into computerized formats compatible with the computerized survey and design systems. Preparing and maintaining survey documents will include compiling any survey field notes, maps, drawing, and other survey documents. Monitoring for settlement shall be performed if required. GPS equipment shall be made available for use if required by AUTHORITY.
- 2.5.3. Existing Right of Way and Easements. CONSULTANT may be requested to verify existing right of way and easements from Authority's record information and existing monumentation. Right of Way related monumentation shall be renewed and restored, if necessary, in accordance with the Land Surveyor's Act. Corner records and records of surveys shall be prepared and filed in accordance with the Land Surveyors' Act. Perpetuating Existing Monumentation - Includes restoring, renewing, referencing, and resetting existing

boundary-related monumentation, staking areas where construction disturbs the existing right of way and preparing and filing required maps and records.

- 2.5.4. New Right of Way and Easements. CONSULTANT may be requested to establish new right of way and easements from plans, right of way maps, utility drawings, and other AUTHORITY'S record information and existing monumentation. Right of Way Surveys - Includes research, locating and monumenting right of way and easement lines, staking right of way and easement fences and preparing and filing required maps and records. Final Monumentation - Includes the setting of centerline points of control upon completion of construction. Special Design-Data Surveys, including drainage, utility, and those required for special field studies.
- 2.5.5. Control Survey. Horizontal and vertical controls, including project control surveys and aerial mapping control surveys. Also includes the restoring, renewing, referencing, relocating, and resetting existing control monumentation.
- 2.5.6. Topographic Surveys. By ground survey methods only.
- 2.5.7. As-built Drawing Survey Support. Provide electronic record information to support the development of project as-built drawings.
- 2.5.8. Survey Monument Markings. Monuments established by the CONSULTANT shall be marked by CONSULTANT with furnished disks, plugs, or tags acceptable to AUTHORITY and the municipality having jurisdiction over the improvements. In addition, the CONSULTANT shall identify CONSULTANT-established monuments by tagging or stamping the monuments with the license or registration number of the CONSULTANT's surveyor who is in "reasonable charge" of the work.
- 2.5.9. All surveys shall be performed in accordance with the current industry standards, the Professional Land Surveyors Act, and in accordance with the directions of the AUTHORITY.
- 2.5.10. Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyors' Act. In accordance with the Act, "responsible charge" for the work shall reside with a Licensed Land Surveyor or a pre-January 1, 1982, Registered Civil Engineer, in the state of California.
- 2.5.11. Unless otherwise specified, control surveys shall conform to latest County or City Standards.
- 2.5.12. Additional standards for specific surveying work might be included in a special survey request by the AUTHORITY. Such standards supplement the standards specified herein. If such additional standards conflict with the standards specified herein, the survey request standard shall govern over the standards herein.

**2.6 TASK 6 - Health, Safety, and Environmental Compliance:**

CONSULTANT shall provide a fulltime qualified on-site HSE officer to perform daily inspection when construction activities are commenced.

CONSULTANT's HSE officer shall fully understand OCTA Level 3 HSE Specifications requirements. After Notice to Proceed of the construction contract, HSE officer shall assist OCTA to review HSE submittals from Contractor. During construction activities, HSE officer shall be on-site to monitor and inspect Contractor's daily work performance in compliance with OCTA Level 3 HSE specifications, the accepted HSE submittals, and all other safety requirements. Notify and report to OCTA any and all HSE violations, reportable and/or recordable injuries and incidents, and any damages to OCTA property. Work closely with Contractor's HSE representative to resolve and document any HSE issues at the site to ensure compliance, effective and safe project constructions.



CONSULTANT's personnel shall comply with all HSE requirements while performing work at the job site as well as in CONSULTANT's field office.

**2.7 TASK 7 - On-call Specialists**

**2.7.1. Environmental Monitoring Services**

CONSULTANT shall fully understand the Project environmental documents and requirements. The Project environmental documents include California Environmental Quality Act (CEQA) Mitigated Negative Declaration (MND) and a National Environmental Policy Act (NEPA) Categorical Exclusion (CE). Environmental documents will be made available for the selected Construction Management Consultant.

CONSULTANT shall perform environmental monitoring services as part of project quality assurance to support the construction of the Project and in conformance with the requirements of the Environmental Mitigation Monitoring and Reporting Program (MMRP).

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

- a. Cultural Resources – Native American Monitoring – Implement Measure MM CR-3 of the MMRP.
- b. Biological Monitoring – Implement Measure MM BIO-1 of the MMRP.
- c. Archaeological/Paleontological Monitoring – Implement Measures MM CR-1, and MM CR-2 of the MMRP. Conduct a preconstruction meeting and monitor progress of excavation work for potential archaeological and paleontological resources in compliance with the project environmental documents. The monitoring should continue until grading and excavation are complete, or until the monitoring archaeologist, based on field observations, is satisfied that there is not likelihood of encountering intact archaeological deposits. Conduct investigations if significant resources are discovered, develop mitigation plans and file reports as required. Prepare and submit reports to documents the methods and results of the investigations.

Prior to the start of monitoring, the archaeologist shall prepare a Cultural Resources Construction Monitoring Plan and a Cultural Resources Discovery Plan which includes archaeological monitor qualification requirements, detailed approaches to archaeological monitoring of various project elements, and the procedures to follow in the event that unanticipated archaeological resources or human remains are discovered. In the event an unanticipated discovery of archaeological resources occurs during construction, the archaeological monitor will halt all construction within a 50-foot radius of the find until the archaeologist can assess the significance of the find.

The Project paleontologist will be present during any excavation into undisturbed sensitive sediments that are determined to be conducive to fossil preservation. If unanticipated fossils are unearthed during construction, work should be halted in that area until the qualified paleontologist can assess the significance of the find. If the resource is considered potentially significant, the qualified paleontologist will work with the lead agency to follow standard industry practice for recovery, identification, and interpretation. The qualified paleontologist will work with the Contractor to establish a minimum 50 feet buffer away from the find so work can commence outside of the buffer. Work within the 50-foot buffer may commence after the paleontologist evaluates the significance of the find.

- d. Architectural/Historical Monitoring – Conduct preconstruction and post construction surveys of existing structure adjacent to the construction site. Prepare and submit a report for each survey within one (1) week of the survey day. Areas of special concern include:
  - Analysis of potential vibration impacts
  - Temporary construction fencing
  - On-going recommendation of “adaptive management” techniques during construction
  - Monitoring for damage due to vibration and other construction activities and mitigation measures for any damage that occurs.
- e. Storm Water Pollution Prevention Plan (SWPPP) – CONSULTANT shall review and comment on Contractor’s SWPPP submittal. Inspect, monitor, and ensure that appropriate SWPPP measures are implemented and maintained throughout the duration of the Project in compliance with the approved SWPPP and the Construction Storm Water General Permit. Daily SWPPP inspections and reports are required. Before-rain and post-rain inspections and reports are required for each rain event during the entire construction duration of Project. Assist OCTA in completing any necessary SMART Storm Water Program database documentation and submittals, including permit registration documents, notice of intent, and submittals of required periodic reports including annual certifications to the California State Water Resources Control Board, and all other SWPPP-related work as required by AHJ.
- f. Hazardous Soils Mitigation Monitoring – CONSULTANT shall monitor and document the entire process of the project hazardous soils mitigation in compliance with Construction Contract Documents, including Project environmental documents, and all AHJ requirements. CONSULTANT shall review site conditions, soil test results, locations of hauling off site, oversee movement of impacted materials/soils and manifesting process, coordinate with Design Consultant, OCTA, and other stakeholders to ensure the entire hazardous soils mitigation process is in compliance with Construction Contract Documents and all AHJ requirements.

**2.7.2. Building Commissioning**

CONSULTANT shall review and thoroughly understand the Design Consultant’s building commissioning plan.

In cooperation with the OCTA and participation by the City’s, AHJ, and/or maintenance personnel, observe and advise the AUTHORITY of the Contractor’s checkout of utilities, operational systems and equipment for readiness and assist in their proof testing, commissioning and turn-over to OCTA. Oversee and manage the commissioning process to insure a complete operating facility based on the building commissioning plans and standard practices, upon Substantial Completion.

**2.7.3. Utility Locating Services:**

As required by OCTA, CONSULTANT shall provide independent third-party utility locating services for the Project.

**2.8 TASK 8 – Project Closeout**

CONSULTANT shall perform Project closeout in compliance with the Construction Contract Documents.

**2.8.1 Preliminary and Final Punch Lists:**

CONSULTANT shall conduct inspections of the Project site to determine dates of substantial completion. Coordinate with project stakeholders to conduct preliminary and final punch list walks in compliance with Construction Contract Documents.

Coordinate with Design Consultant to prepare preliminary and final punch lists to the Contractor. Monitor and ensure Contractor addressing all punch list items in compliance with Construction Contract Documents and Design Consultant's comments and recommendations.

Obtain all required final documents specified in the Construction Contract Documents including, but not limited to:

- Any delinquent certified payrolls
- Final Labor Summary and Final Labor Certificate
- Contractor's survey notes and Record Drawings
- Operating and Maintenance Manuals
- Copy of final inspection (permit sign-off cards) from appropriate City's building department and Certificate of Occupancy
- Warranty certificates
- Stop Notice Releases

CONSULTANT shall review written guarantees and related documents assembled by Contractor and shall recommend to Project Manager the issuance of the final certificate for payment.

**2.8.2 As-built Documents and Project Records**

CONSULTANT shall keep and maintain a redlined (as-built) project plans and specifications documenting all changes during construction. At project closeout phase, CONSULTANT shall review Contractor's redlined as-built plans and specifications submittal in comparison with CONSULTANT's as-built plans and specifications prior to sending Contractor's submittals to the Design Consultant.

After receiving record documents from Design Consultant, CONSULTANT shall verify all record documents and record these documents to OCTA project records.

CONSULTANT shall obtain all other project closeout documents, O&M manuals and all closeout deliverables as required in Construction Contract Documents. Coordinate with Design Consultant to review and accept project closeout documents.

**2.8.3 Notice of Completion:**

CONSULTANT shall recommend OCTA on Notice of Completion (NOC) date, prepare a NOC document and record the NOC with the County of Orange at the end of the Project.

**2.8.4 Project Acceptance and Turn-over:**

CONSULTANT shall collect, prepare, and submit to OCTA all Project documentation, electronic files, brochures, material records, final as-built plans from Contractor, warranties, operations and maintenance manuals, final punch-list, and all other closeout documents to turn-over the Project to OCTA.

**3. CONSULTANT'S PERSONNEL QUALIFICATIONS:**

Within one (1) week of execution of this Agreement, CONSULTANT shall submit to OCTA for review and acceptance detailed resumes of all proposed personnel for the work in this Scope of Work. Project Manager, CM/RE and Assistant RE shall be approved in writing prior to start of constructability review of the Project. All other CONSULTANT's personnel shall be approved in writing by OCTA at least two weeks prior to start of construction.

If the accepted personnel must be absent from the Project work for a period of time, CONSULTANT shall provide temporary personnel with equal or higher qualifications to perform the work until the accepted personnel returns to the Project. Temporary personnel's qualifications shall be approved by OCTA at least two weeks in advance.

The typical workday includes all hours worked by the AUTHORITY's Contractor, normally 40 hours per week. If ordered by the AUTHORITY, overtime and night work may be required. The 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 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.

If, at any time, the level of performance is below expectations, OCTA shall have the right to request removal of any CONSULTANT's personnel. OCTA may request another qualified personnel be assigned to the Project as needed.

CONSULTANT's personnel qualifications/requirements shall be as below:

**3.1. Project Manager**

CONSULTANT shall provide a fulltime Project Manager (PM) who shall review, monitor, train, and provide general direction for CONSULTANT's personnel. The PM shall prepare reports for delivery to the OCTA Project Manager. The PM shall provide expert advice and coordinate/communicate with the OCTA Project Manager advising on major project issues and contract status. As minimum qualifications, PM shall:

- a. Have a minimum of 5 years project management experience on similar construction projects.
- b. Ability to make effective decisions concerning field problems and work in progress.
- c. Licensed Civil Engineer in the State of California
- d. Ability to use typical computer programs such as Microsoft Word, Excel, PowerPoint, TEAMS, and other Microsoft Suite applications

PM is key personnel who shall not be removed or replaced without advance written approval from OCTA.

**3.2. Construction Manager/Resident Engineer**

CONSULTANT shall provide a fulltime Construction Manager (CM) who shall also act as the Project Resident Engineer (RE) for the duration of the Project. CM/RE shall, on behalf of the OCTA within the limits authorized in writing by the OCTA, manage and perform all construction management tasks required in this Scope of Work. As minimum qualifications, CM/RE shall:

- a. Have a minimum five (5) years of experience as Construction Manager and/or Resident Engineer on similar projects, with knowledge of local regulatory and funding requirements, local procedures and requirements on a specific project basis, including assisting in coordination of projects with local agencies, or other equivalent experience, as determined by OCTA.
- b. Have thorough knowledge of construction practices, and the ability to read and interpret plans and specifications, construction schedules, and all other construction related documents.
- c. Be able to work independently and to make effective decisions concerning field problems and work in progress.
- d. Be proficient in the use of computer application programs Microsoft Word, Excel, Teams, and other Microsoft Suite applications.
- e. Possess of a current OSHA 10 Hour Certification.
- f. Be currently licensed Civil Engineer in the State of California.

CM/RE is key personnel who shall not be removed or replaced without advance written approval from OCTA.

**3.3. Assistant Resident Engineer**

CONSULTANT shall provide a fulltime Assistant Resident Engineer (Assistant RE) for the duration of the Project to assist CM/RE and perform construction management work in this Scope of Work. As minimum qualifications, Assistant RE shall:

- a. Have a minimum three (3) years of experience as Civil Engineer and Assistant RE managing construction of similar construction projects, or other equivalent experience, as determined by OCTA.
- b. Be able to work independently and under minimal directions from RE and OCTA, be able to perform all construction management duties.
- c. Have thorough knowledge of construction practices, and the ability to read and interpret plans, specifications, and construction schedules.
- d. Be able to make effective decisions concerning field problems and work in progress.
- e. Be proficient in the use of computer application programs Microsoft Word, Excel, Teams, and other Microsoft Suite applications.
- f. Possess of a current OSHA 10 Hour Certification.
- g. Preferably, be currently licensed Civil Engineer in the State of California.

Assistant RE is key personnel who shall not be removed or replaced without advance written approval from OCTA.

**3.4. Field Inspectors:**

CONSULTANT shall provide field inspectors as required during construction of Project. Field inspectors are needed during the construction depending on the needs of Project and at OCTA's sole discretion, however, a minimum of one inspector shall be on the field full-time during construction activities. As minimum qualification, field inspectors shall:

- a. Have a minimum of four (4) years construction experience on similar projects or other relevant experience.
- b. Have knowledge in the disciplines the field inspector will inspect, knowledge of construction practices, physical characteristics and properties of commercial buildings, government buildings, roadway, structures, drainage and utility systems construction materials, and the approved methods and equipment used in making physical tests of construction materials.
- c. Have thorough knowledge of construction practices, and the ability to read and interpret plans, specifications, and construction schedules.
- d. Be able to work independently and perform duties in the construction field and office.
- e. Be able to effectively make minor decisions concerning work in progress and solving field and office problems.
- f. Be proficient in the use of computer application programs Microsoft Word, Excel, Teams.

**3.5. Structural Representative**

CONSULTANT shall provide a structural representative based on the needs of Project during construction. As minimum qualifications, structural representative shall:

- a. Have a minimum of five (5) years construction experience on similar projects or other relevant experience
- b. Have thorough knowledge in structural design and construction practices of similar projects, ability to read and interpret plans, specifications, and construction schedules.
- c. Be able to effectively make minor decisions concerning work in progress and solving field and office problems.
- d. Be currently licensed Civil Engineer and/or licensed Structural Engineer in the State of California.
- e. Be proficient in the use of computer application programs Microsoft Word, Excel, Teams.

**3.6. Health, Safety, and Environmental (HSE) Officer**

CONSULTANT shall provide a fulltime on-site HSE Officer with minimum qualifications below:

- a. A minimum of seven years of heavy construction experience in administering safety programs on heavy construction job sites, the last two of which have been administering HSE programs on construction project sites, the last two year of which have been administering HSE in the construction/scope discipline for which Contractor is contracting with OCTA.
- b. Possess of a current certification of Certified Safety Professional (CSP) or Certified Construction Health and Safety Technician (CHST), with current standing from the

Board of Certified Safety Professionals (BCSP); or a Certified Industrial Hygienist (CIH) with current standing from the American Board of Industrial Hygiene (ABIH); or an equal professional HSE Certificate of standing from the National Examination Board in Occupational Safety and Health (NEBOSH).

- c. Possess of current OSHA 10-hour and 30-hour current certifications.
- d. Experience in developing and implementing construction safety plans.
- e. Be proficient in the use of computer application programs Microsoft Word, Excel, Teams.

HSE officer is key personnel who shall not be removed or replaced without advance written approval from OCTA.

**3.7. Materials Testing Personnel:**

CONSULTANT shall provide qualified personnel to perform materials testing required for the Project with a minimum of three (3) years of experience working on similar projects. Materials testing personnel shall be certified in the specific field for which they are engaged in and must have a good knowledge of current construction practices. (Certifications should be valid in Orange County and in the city where project is under construction). Submit certification to OCTA at least three (3) business days prior to performing the work.

**3.8. Surveyors:**

CONSULTANT shall provide a survey party based on the needs of Project and OCTA's requests with minimum qualifications below:

**3.7.1. Party Chief:**

- a. Licensing requirements.
  - A licensed Land Surveyor in the State of California; or
  - A pre-January 1, 1982, Registered Civil Engineer in the State of California; or
  - An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Civil Engineer in the state of California. This direction or supervision shall be provided in a manner and with a span of control and immediacy that enables the supervisor to be in "responsible charge" of the work as defined in Chapter 15 of the Business and Professions Code (the Land Surveyors Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).
- b. Five years survey experience on similar construction projects, or other relevant experience.
- c. Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
- f. Ability to make effective decisions concerning field problems and work in progress.
- g. Familiarity with typical coordinate geometry computer programs.

**3.7.2. Survey Assistant(s):**

- a. One year survey experience on similar construction projects.
- b. Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
- c. Ability to assist field and office party chiefs in all required surveying work.
- d. One survey party member must have the ability to assume temporary leadership of the survey party in the absence of the party chief.
- e. Trained in the appropriate safety areas for the job decisions each individual is required to make.

**3.9. On-call Specialists:**

CONSULTANT shall provide on-call specialists below based on project needs and at OCTA's requests with the minimum qualifications and responsibilities below:

**3.8.1. Native American Monitor:**

- a. Be selected from the list of certified Native American monitors maintained by the Gabrieleño Band of Mission Indians – Kizh Nation (Kizh Nation)
- b. Proficient in the use of computer application programs Microsoft Word, Excel, and Teams.

**3.8.2. Biological Monitoring Specialist (Biologist):**

- a. Ten years biological management experience on similar construction projects, or other equivalent experience, as determined by AUTHORITY.
- b. Responsible for overseeing compliance with protective measures for the biological resources during vegetation clearing and work activities within and adjacent to areas of native habitat and/or jurisdictional areas.
- c. Familiar with the local habitats, plants, and wildlife.
- d. Maintain communications with the Contractor to ensure that issues relating to biological resources are appropriately and lawfully managed.
- e. Review final plans, designate areas that need temporary fencing (e.g., environmentally sensitive area [ESA] fencing), and monitor construction.
- f. Monitor activities within construction areas during critical times such as vegetation removal, the implementation of Best Management Practices (BMPs), and installation of fencing to protect native species, and ensure that all permit conditions, conservation measures and general avoidance and minimization measures for the Project are properly constructed and followed.
- g. Proficient in the use of computer application programs Microsoft Word, Excel, and Teams.

**3.8.3. Archeological Specialist:**

- a. Ten years archaeological monitoring experience on similar construction projects including environmental mitigations for historical and cultural resources, or other equivalent experience, as determined by AUTHORITY.
- b. The Project Archaeologist shall meet the Secretary of the Interior's Professional Qualifications Standards.



- c. The Project Archaeologist and archaeological monitors will be subject to the approval of the lead agency.
- d. Proficient in the use of computer application programs Microsoft Word, Excel, and Teams.
- e. The supervising archaeologists for project monitoring must be certified by the County of Orange and can be found on their website at: <http://ocplanning.net/civicax/filebank/blobdload.aspx?blobid=36449>.

**3.8.4. Paleontological Specialist:**

- a. Ten years paleontological experience on similar construction projects, or other equivalent experience, as determined by AUTHORITY.
- b. Proficient in the use of computer application programs Microsoft Word, Excel, and Teams.
- c. The supervising paleontologists for project monitoring must be certified by the County of Orange and can be found on their website at: <http://ocplanning.net/civicax/filebank/blobdload.aspx?blobid=36448>

**3.8.5. Architectural/Historical Monitoring Specialist:**

- a. Ten years of Architectural/Historical monitoring experience on similar construction projects, or other equivalent experience, as determined by AUTHORITY.
- b. Proficient in the use of computer application programs Microsoft Word, Excel, and Teams.

**3.8.6. SWPPP Specialist:**

- a. Certified by California Stormwater Quality Association (CASQA) as a Qualified Developer (QSD).
- b. Five years of experience working on similar construction projects or other equivalent experience, as determined by OCTA.
- c. Proficient in the use of computer application programs Microsoft Word, Excel, and Teams.

**3.8.7. Hazardous Soils Specialist:**

- a. California registered professional geologist or Certified Engineering Geologist.
- b. Five years of experience in the management of contaminated soils on similar construction projects.
- c. Proficient in the use of computer application programs Microsoft Word, Excel, and Teams.

**3.8.8. Building Commissioning Specialist:**

- a. Five years of experience in building commissioning with a minimum of three (3) years of experience in building commissioning for similar projects.
- b. Ability to review, comment on the Contractor's building commissioning plan, witness, monitor, document, and report building commissioning process to ensure the building are operating properly and per project documents.
- c. Proficient in the use of computer application programs Microsoft Word, Excel, and Teams.

3.10. Project Administrator/Documents Control Specialist

CONSULTANT shall provide a fulltime Project Administrator/Documents Control Specialist who meets the minimum qualifications below:

- a. Five (5) years of experience plus a minimum of 1 year document control experience on similar construction projects, or other equivalent experience, as determined by OCTA.
- b. Knowledge and experience in the use of computer application programs Microsoft Word, Excel, Teams, and other Microsoft Suite applications,
- c. 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 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. Experience with Certified Payrolls system and requirements, and ability to review and comment on CONTRACTOR's CPRs.
- g. Experience in responding to public record requests.
- h. Ability to work independently and meet deadlines.

**4. CONSTRUCTION MANAGEMENT DELIVERABLES:**

Deliverables to be prepared, submitted to OCTA, and maintained in OCTA project shared point (Microsoft OneDrive) by the CONSULTANT shall include, but not be limited to:

- a. Monthly CONSULTANT progress reports prepared by the CM/RE.
- b. Monthly Project Status Reports prepared by RE.
- c. Approved Construction Contract progress payment and quantity documents delivered to OCTA no later than five (5) working days after the specified payment cut-off date or give (5) working days after the date that all information is provided by the Contractor, whichever is later.
- d. Approved final payment quantity documents delivered to OCTA no later than five (5) working days after acceptance of the completed construction project by OCTA or five (5) working days after the date that all information is provided by the Contractor, whichever is later.
- e. All meeting agenda and minutes of the project meetings including action item list.
- f. Change order documentations and recommendations as required.
- g. Weekly statement of Calendar Days reports.
- h. Daily Inspection Reports.
- i. All other inspection/observation/monitoring reports.

- j. Log of Submittals and all approved submittals.
- k. Log of RFIs and all responded RFIs.
- l. Contractor's Certified Pay Rolls.
- m. Contractor's Project Baseline, Monthly Updated Schedules, and two-week look-ahead Schedules.
- n. Correspondence Log.
- o. Preliminary and Final Punch Lists.
- p. All Project Closeout Documents required in construction agreement between OCTA and Contractor.
- q. All other documents required and as results of work perform under this Scope of Work.

### **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.

### **END OF SCOPE OF WORK**

**EXHIBIT B: PROPOSED AGREEMENT**

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

8 **ARTICLE 2. AUTHORITY DESIGNEE**

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

11 **ARTICLE 3. SCOPE OF WORK**

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

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

18 **Names**

**Functions**

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22  
23 C. No person named in paragraph B of this Article, or his/her successor approved by  
24 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or  
25 level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should  
26 the services of any key person become no longer available to CONSULTANT, the resume and

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

6 **ARTICLE 4. TERM OF AGREEMENT**

7 This Agreement shall commence upon the effective date of this Agreement, and Agreement and  
8 shall continue in full force and effect through \_\_\_\_\_, unless earlier terminated or extended  
9 as provided in this Agreement.

10 **ARTICLE 5. PAYMENT**

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

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

26 /

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

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

- 18           1. Agreement No. C-5-3977;
- 19           2. Specify the effort for which the payment is being requested;
- 20           3. The time period covered by the invoice;
- 21           4. Labor (staff name, hours charged, hourly billing rate, current charges, and cumulative  
22 charges) performed during the billing period;
- 23           5. Total monthly invoice (including project-to-date cumulative invoice amount); and  
24 retention;
- 25           6. Itemized expenses including support documentation incurred during the billing period;
- 26           7. Monthly Progress Report;



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

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

20           a) CONSULTANT agrees that billing for personnel under the Exhibit B "Schedule I- Hourly  
21           Range Schedule for Direct Labor by Classification" is to be used on a temporary basis,  
22           limited to a maximum period of six (6) continuous months for each personnel working  
23           under the "Hourly Range Schedule for Direct Labor by Classification". Personnel  
24           working or proposed to work on a continuous basis for a period of more than six (6)  
25           continuous months are not considered temporary and must be added as named  
26           personnel with a specific hourly billing rate.

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

c) CONSULTANT agrees that personnel proposed to work and bill under any of the labor schedules in Exhibit B must be approved in writing by the AUTHORITY's Project Manager prior to start of work.

E. For classifications added to the Exhibit B, "Schedule I-Hourly Range Schedule for Direct Labor by Classification" through Amendments, raw billing ranges must be based on current year's actual salaries, and the corresponding fully burdened ranges must be provided by CONSULTANT.

**ARTICLE 6. MAXIMUM OBLIGATION**

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

**ARTICLE 7. NOTICES**

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

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

1 ATTENTION:

ATTENTION: Megan Bornman

2 Title:

Title: Senior Contractor Administrator

3 Phone:

Phone: (714) 560 - 5064

4 Email:

Email: mbornman@octa.net

5 CC: Steven King

6 Title: Project Manager

7 Phone:

8 Email: sking@octa.net

9 **ARTICLE 8. INDEPENDENT CONTRACTOR**

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

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

21 **ARTICLE 9. INSURANCE**

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

25 1. Commercial General Liability, to include Products/Completed Operations,  
26 Independent Contractors', Contractual Liability, Advertising (if applicable to Scope of Work) and Personal

1 Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence, \$2,000,000  
2 general aggregate and \$2,000,000 Products/Completed Operations aggregate;

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

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

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

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

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

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

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

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1 E. CONSULTANT shall submit required insurance certificates to AUTHORITY's insurance  
2 tracking contractor, InsureTrack. CONSULTANT shall respond directly to InsureTrack's request for  
3 updated insurance certificates and other insurance-related matters by email to [octa@instracking.com](mailto:octa@instracking.com).

4 F. CONSULTANT shall include on the face of the certificate of insurance, the following  
5 information:

6 1. The Agreement Number C-5-3977 and, the Contract Administrator's Name, Megan  
7 Bornman

8 2. For Certificate Holder: The Orange County Transportation Authority, its officers,  
9 directors, employers and agents, c/o InsureTrack, P.O. Box 60840 Las Vegas, NV 89160.

10 **ARTICLE 10. ORDER OF PRECEDENCE**

11 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:  
12 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 5-3977; (3)  
13 CONSULTANT's technical proposal dated , CONSULTANT's cost proposal dated , and (4) all other  
14 documents, if any, cited herein or incorporated by reference.

15 **ARTICLE 11. CHANGES**

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

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

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**ARTICLE 12. DISPUTES**

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

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

**ARTICLE 13. TERMINATION**

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

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

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

3 **ARTICLE 14. INDEMNIFICATION**

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

11 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

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

<b><u>Subconsultant Name/Address</u></b>	<b><u>Subconsultant Function</u></b>
1.	
2.	

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

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

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

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

**ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY**

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

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**ARTICLE 19. PROHIBITED INTERESTS**

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

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

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

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

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

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**ARTICLE 21. PATENT AND COPYRIGHT INFRINGEMENT**

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

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

**ARTICLE 22. DESIGN WITHIN FUNDING LIMITATIONS**

A. In order to ensure the accuracy of the construction budget for the benefit of the public works bidders and AUTHORITY's budget process, CONSULTANT shall accomplish the design services required under this Agreement so as to permit the award of a contract, for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth by

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

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

17 **ARTICLE 23. REQUIREMENTS FOR REGISTRATION OF DESIGNERS**

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

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

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

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

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

14 **ARTICLE 25. GENERAL WAGE RATES**

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

craftspersons or apprentices. Copies of the current General Prevailing Wage Determinations and Per Diem Rates are on file at AUTHORITY's offices and will be made available to CONSULTANT upon request. CONSULTANT shall post a copy thereof at each job site at which work hereunder is performed.

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

**ARTICLE 26. CONTRACTOR PURCHASED EQUIPMENT**

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

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

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

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

3 **ARTICLE 27. CONFLICT OF INTEREST**

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

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

17 **ARTICLE 28. CODE OF CONDUCT**

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

21 **ARTICLE 29. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

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

26 /

**ARTICLE 30. HEALTH AND SAFETY REQUIREMENTS**

CONSULTANT shall comply with all the requirements set forth in EXHIBIT B, Level 3 SAFETY SPECIFICATIONS. As used therein, "Contractor" shall mean "Consultant," and "Subcontractor" shall mean "Sub-consultant."

**ARTICLE 31. LIMITATION ON GOVERNMENTAL DECISIONS**

CONSULTANT shall not make, participate in making, or use its position to influence any governmental decisions as defined by the Political Reform Act, Government Code section 8100 et seq., and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq. CONSULTANT's personnel performing services under this Agreement shall not authorize or direct any actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter into any contractual agreement on behalf of AUTHORITY. In addition, 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.

**ARTICLE 32. PROHIBITION**

the prime consultant firm, including all subconsultants, awarded the contract for for PM/CM services for improvements to the headquarters property for the Authority will be ineligible to participate (at any tier) in the contract for construction services for improvements to the headquarters property for Authority.

**ARTICLE 33. FORCE MAJEURE**

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

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**APPROVED AS TO FORM:**

**APPROVED:**

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**EXHIBIT C: FORMS**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**Information Sheet**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

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

**IMPORTANT NOTICE**

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$500 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$500 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$500 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$500 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$500 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

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

ORANGE COUNTY TRANSPORTATION AUTHORITY  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: \_\_\_\_\_ RFP Title: \_\_\_\_\_

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

**If no**, please sign and date below.

**If yes**, please provide the following information:

Prime Contractor Firm Name: \_\_\_\_\_

Contributor or Contributor Firm's Name: \_\_\_\_\_

Contributor or Contributor Firm's Address: \_\_\_\_\_

Is Contributor:

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

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

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

Name of Board Member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Board Member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Contributor

\_\_\_\_\_  
Print Firm Name

\_\_\_\_\_  
Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Doug Chaffee, Chair**  
**Jamey Federico, Vice Chair**  
**Valerie Amezcua, Director**  
**Mike Carroll, Director**  
**Katrina Foley, Director**  
**Patrick Harper, Director**  
**Michael Hennessey, Director**  
**Fred Jung, Director**  
**Stephanie Klopfenstein, Director**  
**Carlos Leon, Director**  
**Janet Nguyen, Director**  
**Tam Nguyen, Director**  
**Vicente Sarmiento, Director**  
**John Stephens, Director**  
**Kathy Tavoularis, Director**  
**Mark Tettermer, Director**  
**Donald Wagner, Director**

**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

**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:

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT D: SAFETY SPECIFICATION**



## LEVEL 3 HEALTH, SAFETY AND ENVIRONMENTAL (HSE) SPECIFICATIONS

### REQUIRED HSE SUBMITTAL SUMMARY

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

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

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

1. Contractor shall provide a copy of Company's Injury Illness Prevention Program in accordance with CCR Title 8, Section 3203.
2. Contractor shall provide a copy of their Company HSE Policy/Procedure Manual, in compliance with CCR Title 8 Standards for awarded scope.
3. Contractor shall provide a copy of their Policy or Substance Abuse Prevention Program.
4. Contractor shall provide a copy of their Hazard Communication Program and SDS Management Program in compliance with CCR Title 8, Section 5194, Hazard Communication Standard.

5. On-Site HSE Representative:  
On Facility Modification Projects, The Contractor shall submit a resume of the designated on-site qualified HSE Representative. The HSE Representative shall possess a current certification from the Board of Certified Safety Professionals (BCSP), plus five (5) years construction or scope agreement HSE experience enforcing HSE compliance on heavy or industrial construction project sites, the last two years of which have been administering HSE in the construction or scope discipline for which the Contractor is contracting with the Authority. The designated HSE Representative shall participate in all HSE related submittals through completion of scope.

On Capital Programs, The Contractor's on-site qualified HSE Representative shall be a Certified Safety Professional (CSP) with current standing from the Board of Certified Safety Professionals (BCSP) or a Construction Health and Safety Technician (CHST) with current standing from the (BCSP) or a Certified Industrial Hygienist (CIH) with current standing from the American Board of Industrial Hygiene (ABIH), or an equal professional HSE Certificate of standing from The National Examination Board in Occupational Safety and Health (NEBOSH), that is

acceptable to the Authority. The Contractor's on-site HSE Representative(s) shall provide a resume and have a minimum of seven (7) years heavy construction experience in administering HSE programs on heavy construction project sites, the last two years of which have been administering HSE in the construction/scope discipline for which Contractor is contracting with the Authority.

6. A Detailed Site Specific HSE Work Implementation Plan:

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

## **PART I – GENERAL**

### **1.0 GENERAL HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS**

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, and bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work or agreements with the Authority including California Department of Transportation safety requirements and special provisions. Additionally, manufacturer requirements are considered incorporated by reference, as applicable, to this scope of work.
- B. Observance of unsafe acts or conditions, serious violation of health and safety standards, non-conformance of Authority HSEC requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor may be reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The Authority HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
- D. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential

hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.

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

## **PART II – SPECIFIC REQUIREMENTS**

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

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

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

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

- A. A Comprehensive Project Specific Health, Safety, and Environmental (HSE) Work Plan.
  - a. The Contractor shall develop a site project plan that may include, but is not limited to: Permits, Evacuation, Emergency Plan, Roles and Responsibilities, Scope and Construction Activity Details, Constructability Review, Contractor Coordination Process, Safe Work Methods, Hazard Identification & Risk Control, First Aid and Injury Management, Emergency Procedures, Public Protection, Authority and Contractor Site Rules, Incident Reporting and Investigation, Specialized Work or Licensing, Training and Orientation Requirements, Chemical Management, and Subcontractor Management.

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

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

- G. A copy of Contractor weekly site safety inspection report with status of corrections, upon request, within 72 hours.
- H. Contractor shall provide a copy of the Contractors and subcontractors competent person list (submit to Authority Project Manager, upon Authority request, within 72 hours).
- I. Contractors and subcontractors training records for qualified equipment operators, electrical worker certification (NFPA 70E), confined space training, HAZWOPER training, and similar personnel safety training certificates as applicable to the agreement scope and as requested by the OCTA Project Manager and/or HSEC department, upon Authority request, within 72 hours and prior to starting or during the scope activity (submit to Project Manager).
- J. A monthly report that includes number of workers on project, a list of subcontractors, work hours (month, year to date, & project cumulative) of each contractor, labor designation, OSHA Recordable injuries and illnesses segregated by medical treatment cases, restricted workday cases, number of

restricted days, lost workday cases, and number of lost work days, and recordable incident rate. Contractor shall provide to the Authority, upon request, within 72 hours.

#### K. TRAINING DOCUMENTATION

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

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

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

### 2.3 DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE

- A. Before beginning on-site activities, the Contractor shall designate an On-site HSE Representative. This person shall be a Competent or Qualified Individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.
- B. The Contractor's on-site qualified HSE Representative for all Authority projects is subject to acceptance by the Authority Project Manager and the HSEC Department Manager. All contact information of the On-site HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager.

**QUALIFICATIONS – On Capital Programs**, the Contractor shall submit a resume of the full time, on-site qualified HSE Representative(s) who reports directly to the Contractor's Project Manager or Superintendent, and who is responsible for HSE oversight for field operations on the project no later than ten (10) days after receipt of Notice to Proceed, and prior to mobilization. The Contractor's On-site HSE Representative(s) shall have a minimum of seven (7) years heavy construction experience in administering HSE programs on heavy construction project sites, the last two years of which have been administering HSE in the construction discipline for which Contractor is contracting with the Authority. The Contractor's On-site HSE Representative shall be a Certified Safety Professional (CSP) with current standing from the Board of Certified Safety Professionals (BCSP), or a Construction Health and Safety Technician (CHST) with current standing from the BCSP or a Certified Industrial Hygienist (CIH) with current standing from the American Board of Industrial Hygiene (ABIH), or an equal

professional HSE Certificate of standing from The National Examination Board in Occupational Safety and Health (NEBOSH), that is acceptable to the Authority. The Contractor's On-site HSE Representative(s) shall be on site during all operational hours. The On-site HSE Representative(s) shall set up, carry forward and aggressively and effectively maintain the project specific safety program and IIPP covering all phases of the work. If at any time the Contractor wishes to replace their On-site HSE Representative(s), the Contractor must provide written notice thirty (30) days prior to change of personnel to the Authority. The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the scope work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Authority who may be involved. This requirement applies continuously and is not limited to normal working hours. The designated HSE Representative shall participate in all HSE related submittals. The Authority reserves the right to allow for an exception to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.

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

1. Capital Programs may include, but are not limited to, projects involving demolition and construction of; heavy construction, rail projects, highway projects, parking lots and structures, fuel stations, building construction, facility modifications, bus base construction, EPA/DTSC remediation, AQMD air or soil monitoring, fuel tank removal or modification, major bus base modifications, handling potential hazardous waste projects, and similar projects as deemed a Capital Program at the sole discretion by the Authority.
2. Facility Modification Projects may include, but are not limited to, projects involving minor demolition and construction or improvement projects for transportation centers, bus base sites and/or building modifications, equipment and/or building upgrades, and similar projects as deemed a Facility Modification Project at the sole discretion by the Authority.
3. Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or

property, and who has authorization to take prompt corrective measures to eliminate them.

4. Qualified Individual means an individual who by possession of a recognized degree, certificate, certification or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the project.
- C. The Contractor shall designate a Competent Individual for each task, as required by Cal-OSHA standards or laws. The task Competent Individual shall be responsible for the prevention of accidents. If the Authority or any public agency with jurisdiction notifies the Contractor of any claimed dangerous condition at the site that is within the Contractor's care, custody or control, the Contractor shall take immediate action to rectify the condition at no additional cost to the Authority. The Contractor shall be responsible for the payment of all fines levied against the Authority for deficiencies relating to the Contractor's supervision or conduct and/or control of the scope agreement.
  - D. On Facility Modification Projects, the Authority Project Manager reserves the right to require the Contractor to provide one additional full-time safety representative with qualifications as identified in section 2.3 (C), above whenever the number of individuals from the Contractor, its subcontractors, suppliers, and vendors meets or exceeds 15 workers, there are multiple scope work sites, or as warranted by the scope of work at the sole discretion by the Authority.
  - E. On Capital Programs, the Authority's Project Manager reserves the right to require the Contractor to provide one additional full-time safety representative with qualifications as identified in item 2.3 (C) above whenever the number of individuals from the Contractor, its subcontractors, suppliers, and vendors meets or exceeds 50 workers, or is warranted by the scope of work.

## **2.4 SITE HSE ORIENTATION**

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

## **2.5 INCIDENT NOTIFICATION AND INVESTIGATION**

- A. The Authority shall be promptly notified of any of the following types of incidents:
  1. Damage to Authority property (or incidents involving third party property damage);

2. Reportable and/or recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
  3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An initial immediate verbal notification, followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.

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

- C. A Serious Injury, Serious Incident, OSHA Recordable Injury / Illness, or Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a senior executive from the Contractors' organization to participate in the presentation. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors leading to the incident, a root cause analysis, and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement.
  2. Serious Incident: includes property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, etc.) notification or representation.
  3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.



4. Significant Near Miss Incident; includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

## 2.6 REGULAR INSPECTIONS & THIRD PARTY INSPECTIONS

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

## 2.7 ENVIROMENTAL REQUIREMENTS

- A. The Contractor shall comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, contaminated soils, hazardous waste, storm water, and resources of archaeological significance. Expense of compliance with these laws and regulations is considered included in the agreement. Contractor shall provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.
- B. The Contractor shall prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials. Fuels, oils, bitumen, calcium chloride, cement, or other contaminants that would contribute to water pollution shall not be dumped into or placed where they will leach into storm drains, rivers, streams, irrigation ditches, or reservoirs. If operating equipment in streambeds or in and around open waters, protect the quality of ground water, wetlands, and surface waters.
- C. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.
- D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.

- E. If the Contractor encounters on the site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or other Hazardous Substance (as defined in California Health and Safety Code, and all regulations pursuant thereto) which has not been rendered harmless, the Contractor shall immediately stop work in that area affected and report the condition to the Authority in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the Authority and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) or other hazardous substance and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB) or other hazardous substance, or when it has been rendered harmless, by written agreement of the Authority and the Contractor, or in accordance with a final determination by an Environmental Consultant employed by the Authority.
- F. The Contractor shall not permit any hazardous substances to be brought onto or stored at the Project Site or used in the construction of the work, except for specified materials and commonly used construction materials for which there are no reasonable substitutes. All such materials shall be handled in accordance with all manufacturers' guidelines, warnings and recommendations and in full compliance with all applicable laws. All notices required to be given with respect to such materials shall be given by the Contractor. The Contractor shall not intentionally release or dispose of hazardous substances at the Project Site or into the soil, drains, surface or ground water, or air, nor shall the Contractor allow any Sub-Contractor, subcontractor or supplier or any other person for whose acts the Contractor or any subcontractor, vendor or supplier may be liable, to do so. For purposes of Contract Documents, "hazardous substance" means any substance or material which has been determined or during the time of performance of the work is determined to be capable of posing a risk of injury to health, safety, property or the environment by any federal, state or local governmental authority.

## **2.8 VEHICLE AND ROADWAY SAFETY REQUIREMENTS**

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

## **2.9 LANGUAGE REQUIREMENTS**

For safety reasons, the Contractor shall ensure employees that do not read, or understand English, shall be within visual and hearing range of a bilingual

supervisor or responsible designee at all times when on the Authority property or projects.

## **2.10 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING**

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

- A. **RESPIRATORS** (CCR Title 8, Section 5144) - The required documentation for training and respirator use shall be provided to the Authority's Project Manager upon request within 72 hours. All compliance documentation as required by CCR Title 8, Section 5144, Respiratory Protective Equipment.
- B. **EYE PROTECTION** – The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.
- C. **BUS BASE** – Minimum PPE required includes but is not limited to; Eye protection, class 2 reflective vest, steel toe or construction type footwear that meets ANSI Z41 1991 are recommended.
- D. **CONSTRUCTION PROJECTS** - Minimum PPE required includes but is not limited to; hard hat, eye protection, hand protection, class 2 reflective vest, safety toe footwear that meets ANSI Z41 1991 are recommended.
- E. **HARD HATS**: Approved hard hat that meet ANSI Z89. 1 (latest revision). Hard hats should be affixed with the company/agency logo and/or name. The bill shall be worn forward. Metal hard hats and cowboy style are forbidden on Authority projects.
- F. **FOOTWEAR**: Enclosed leather that covers the ankles, such as a construction type boot. Employees shall not wear casual dress shoes, open toe, sneakers, sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal in construction work areas. Safety toe footwear that meets ANSI Z41 1991 are recommended on construction sites and in operating facilities.
- G. **CLOTHING/SHIRTS**: minimum or waist length shirts with sleeves (4" minimum).
- H. **CLOTHING/TROUSERS**: Cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. No sweat pants, or trousers with holes.

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

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

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

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

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

## **2.13 CRANES**

- A. Crane activity shall comply with 29 CFR 1926.550, CCR Title 8 Standards, manufacture's recommendations and requirements, applicable American Society of Mechanical Engineers (ASME), and ANSI Standards. In addition, Contractor shall comply with the following requirements: Prior to using mobile cranes, the Contractor shall provide to the Authority Project Manager, items 1, 2 & 3 of the following documentation a minimum of seven (7) days prior to activity, and item 4 on each day of crane activity.
  - 1. Cranes require a submittal of the annual certification, and copy of the cranes most recent quarterly inspection.
  - 2. A copy of each crane operator's qualification (NCCCO or equivalent) of company-authorized crane operators that have been properly trained in the equipment's use and limitations. Operator certification as required by CCR Title 8, Section 5006.1.
  - 3. A rigging plan is required for all lifts. Critical lifts require an engineered plan designed by a registered professional engineer licensed in the State of California.
  - 4. Contractor shall provide the name and qualifications of each "Qualified Rigger" as defined by OSHA.
  - 5. Rigging scope activity shall comply with 29 CFR Subparts 1926.250, 1929.753 and CCR Title 8 Standards.
  - 6. All rigging equipment shall be free from defects, in good operating condition and maintained in a safe condition.
  - 7. Rigging equipment shall be inspected by a designated, competent employee prior to initial use on the project, prior to each use, and documented inspections performed regularly. Records shall be kept on jobsite of each of these inspections by contractor and be made available to the Authority upon request within 72 hours.
  - 8. Only one (1) sling eye should be in a hook, for multiple slings a shackle shall be used to prevent separation of slings, and prevent stress on weak points of the hook.
  - 9. Contractor shall prepare a documented daily crane inspection report.

B. Pick and carry with rubber tired cranes is forbidden on Authority projects.

**C. Engineered Critical Lifts**

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

1. Where in the crane's current configuration at any point during the lift, a gross load weight exceeds 75% of the capacity of the crane.
2. A gross weight equal to, or greater than 10 tons.
3. Lifts over buildings, equipment, public roadways, structures, or power lines.
4. A single lift where two or more cranes are used, including tandem lifts and tailing cranes.
5. Lifts made in close proximity of power lines, as defined by CCR Title 8 voltage clearance specifications.
6. Lifts involving helicopters, and specialized or unique and complex rigging equipment.
7. Hoisting of suspended work platforms.
8. Static tower crane erection and dismantlement.
9. Making lifts below the ground level where the crane is positioned.  
Note: Where the below the ground lift is minimal (evaluated by California registered professional engineer), a critical lift plan may not be required.

**D. Critical Lift Plan**

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

1. Crane manufacturer, capacity, and all specifications for the configuration to be used for the lift.
2. Load chart data for the crane to be used to make the lift. Total calculated weight of the load to be lifted including all rigging and other deductions consistent with the manufacturer's load chart.
3. Engineering data shall be provided on the hook assembly (manufacturer's certification or independent laboratory testing and load testing within the past

60 days), below-the hook rigging, and all specialized below-the-hook lifting devices.

4. Diagrams of the lift that provides geometrical conditions of the load, rigging, and all crane positions during the lift. The drawing shall provide the following:
  - A. Locations of all components to be lifted prior, during and after the lift is completed.
  - B. Radius points.
  - C. Swing patterns.
  - D. In the event that the lift must be aborted, positions where the load may be safely landed.
  - E. Areas where any personnel, public, and vehicles must be evacuated during the lift.
5. Potential ground loading for each point of contact by the crane in selected locations in which the crane will perform the critical lift.
6. Soil and subsurface data and information pertaining to the location on which the crane used for the critical lift will be positioned. This information shall be procured from an authoritative source such as a geotechnical engineer or a professional civil engineer registered in the state of California.

**Note:** *This information may be available from the Authority for selected locations on some projects.*
7. An engineer shall use the data provided in #5 and #6 above to verify and confirm the following:
  - A. That the soil and subsurface conditions are capable of supporting all loads imposed during the critical lift.
  - B. That the designs of cribbing and other supports used under the crane load points are appropriate to safely transfer such loads.
8. Signature and stamp on the plan by a California registered professional engineer, evidencing review of the plan as meeting the requirements that all loads and load information and calculations contained in the plan are approved, acceptable and safe to perform.
9. Operator qualifications.

10. Method by which communication will be provided to the crane operator. (Designated signal person, two-way radio, hard wire phone system, etc.).
11. A critical lift hazard analysis which identifies the particular hazards (including weather, wind, obstructions, etc.) associated with the lift and the means and methods to reduce, mitigate, or eliminate the hazards.
12. Emergency action plan.
13. Documentation of lift and pre-job meeting shall be conducted by Contractor's Project Manager.

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

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

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

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

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

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

- E. Equipment, haul routes, and disposal sites to be used in the demolition and disposal work. Copy of manifests showing delivery of disposed materials in accordance with the plan and permit conditions. Certification that all demolished materials removed from the site have been disposed of in accordance with applicable laws and regulations.

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

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

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

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

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

- A. Fall protection is required for workers exposed to falls in excess of six (6) feet.



- B. When conventional fall protections methods are impractical or create a greater hazard, a written plan in conformance with CCR Title 8, Article 24, shall be submitted to the Authority a minimum of seven (7) days in advance of the scheduled activity.

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

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

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

## **2.18 ELECTRICAL OPERATIONS**

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

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

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

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

Only qualified persons shall work on electrical equipment or systems.

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

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

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

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

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

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

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

## **2.21 WARNING SIGNS AND DEVICES**

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

## **2.22 STEEL ERECTION**

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

- A. Erection planning should incorporate installation methods using aerial devices (man-lifts) and elevated work platforms (scissor lift) to minimize fall hazards of climbing steel where possible. A detailed written job safety analysis (JSA) shall identify installation methods, equipment, and control methods to minimize potential fall hazards.
- B. The Contractor shall not allow any employee to walk the steel unprotected from falls. Contractor employees must be tied-off and "coon" the beam until safety cables are provided to which employees shall use 100% tie-off protection. Two lanyards are required to ensure 100% tie-off protection.

- C. A safe means of access to the level being worked shall be planned. Climbing and sliding down columns are not considered safe access and are forbidden on Authority projects.
- D. A qualified rigger shall inspect the rigging prior to each shift and each lift.
- E. Multiple lift rigging (Christmas Treeing) lifts are forbidden on Authority property and controlled projects.

## **2.23 AUDITS**

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

## **2.24 RAILWAY SAFETY PRECAUTIONS**

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

## **2.25 FINES**

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

## **2.26 COMPLIANCE COSTS**

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

## **2.27 REFERENCES**

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

**END OF DOCUMENT**