

DRAFT REQUEST FOR PROPOSALS (RFP) 250282

COMPRESSED NATURAL GAS FUELING STATION OPERATION AND MAINTENANCE



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

Key RFP Dates

Issue Date: Tuesday, May 26, 2026

Question Submittal Date: Thursday, June 4, 2026

Proposal Submittal Date: June 24, 2026

FEDERAL TRANSIT ADMINISTRATION FUNDED PROJECT

SECTION I. INSTRUCTIONS TO OFFERORS

A. NOTICE OF REQUEST FOR PROPOSALS



NOTICE OF REQUEST FOR PROPOSALS

(RFP): “Compressed Natural Gas Fueling Station Operation & Maintenance”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified contractors to provide compressed natural gas (CNG) fueling station operation and maintenance. The budget for this effort is \$2,181,165 for a three (3)-year initial term.

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

The Authority has set a zero percent (0%) Disadvantaged Business Enterprise (DBE) participation goal for this project.

Proposals must be submitted, electronically, through the [Authority's OpenGov Procurement portal](https://procurement.opengov.com/portal/octa/projects/253127), at <https://procurement.opengov.com/portal/octa/projects/253127> before the deadline of **2:00 pm on Wednesday, June 24, 2026. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to submit a response to “**250282**” on the Authority's OpenGov Procurement portal, and follow the instructions as prompted to submit the proposal. The ability to submit a response will expire at the submittal deadline.

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 the Authority's OpenGov Procurement portal.

To receive all further information regarding this RFP, firms and subconsultants must be registered on OpenGov Procurement and following this RFP on the [Authority's public OpenGov Procurement portal](#).

A pre-proposal conference will be held both on-site/in-person and via teleconference on Tuesday, June 2, 2026, at 12:00 pm.

For prospective Offerors who wish to join on-site/in-person, the pre-proposal conference will be held at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room Administrative Offices II: 600 South Main Street Conf. Room 09 Orange, CA 92868.

Prospective Offerors not attending in-person may join or call-in using the following credentials:

- Click here to join the meeting
<https://teams.microsoft.com/meet/26218111896298?p=4uehux89B88KgMlx8z>
- OR Call-in Number: +1 9165509867
- Conference ID: 581518203#

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 July 22, 2026, as the date(s) to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

B. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held both on-site/in-person and via teleconference on Tuesday, June 2, 2026, at 12:00 pm.

For prospective Offerors who wish to join on-site/in-person, the pre-proposal conference will be held at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room Administrative Offices II: 600 South Main Street Conf. Room 09 Orange, CA 92868.

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- Copy and Paste this link to join meeting online:
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- OR Call-in Number: +1 9165509867
- Conference ID: 581518203#

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

C. EXAMINATION OF PROPOSAL DOCUMENTS

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

D. AUTHORITY CONTACT

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

Michael Cardozo
Senior Contract Administrator
(714) 560-5627
mcardozo@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 submit such request for clarification or inquiry through the "Question and Answer" section of this RFP on the Authority's OpenGov Procurement portal prior to 5:00 pm on Thursday, June 4, 2026. 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 issued to this RFP on the Authority's OpenGov Procurement portal.

2. Submitting Requests

All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via the Authority's OpenGov Procurement portal before 5:00 pm, on Thursday, June 4, 2026.

3. Authority Responses

Responses from the Authority will be posted on the OpenGov Procurement portal at <https://procurement.opengov.com/portal/octa/projects/253127>.

To receive email notification of Authority responses when they are posted on the OpenGov Procurement portal, firms and subconsultants must be registered on OpenGov and following this RFP on the Authority's portal.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received electronically through the Authority's OpenGov Procurement portal before 2:00 pm on Wednesday, June 24, 2026.

Proposals received after the above-specified date and time or submitted in any manner other than as specified above will be returned to Offerors unopened.

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. The Agreement will have a three (3)-year initial term and two (1)-year option terms.

L. CONFLICT OF INTEREST

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

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

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

M. CODE OF CONDUCT

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

N. DEBARMENT & SUSPENSION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY PARTICIPANT AND LOWER-TIER PARTICIPANTS

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded, as defined in the Federal Transit Administration (FTA) Circular 2015.1, dated April 28, 1989, may not take part in any federally funded transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, the Authority may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period.

A process has been established by 2 CFR Part 180, as adopted and supplemented by 2 CFR Part 1200, as a means to ensure that debarred, suspended, or voluntarily excluded persons or firms do not participate in Federally assisted projects. A person or firm that is unable to provide a positive certification as required by the solicitation must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

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 an Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify an 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 may 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.

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper. Charts and schedules may be included in 11"x17" 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.

1. Letter of Transmittal*

The Letter of Transmittal shall at a minimum, contain the following:

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

*Response required

2. Qualifications, Related Experience and References to 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 provide:

Profile of Firm*

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.

*Response required

Firm's Financial Condition*

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.

*Response required

Firm's Experience*

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.

*Response required

Subcontractors*

Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.

*Response required

Lobbying or Advocating Services on Behalf of Offeror*

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.

*Response required

References*

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.

*Response required

Do you have a Dun & Bradstreet (DUNS) number? If so, enter it here.

Do you have an Unique Entity Identifier (UEI) number? If so, enter it here.

3. 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:

Identify Key Personnel*

Identify key personnel proposed to perform the work and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.

*Response required

Resumes of Key Personnel*

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.

*Response required

Adequacy of Labor Resources*

Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project.

*Response required

Project Organization Chart*

Provide a project organization chart, which clearly delineates communication/reporting relationships among the project staff.

*Response required

Key Personnel Availability*

Provide 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.

*Response required

4. 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:

Approach*

Describe the approach to completing 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.

*Response required

Sequence of Activities*

Outline sequentially the activities that would be undertaken in completing the work and specify who would perform.

*Response required

Quality Control Methods*

Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.

*Response required

Special Issues or Problems*

Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.

*Response required

Enhancements or Procedural/Technical Innovations to Scope of Work*

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.

Do you have any such enhancements or innovations to propose?

Yes

No

*Response required

When equals "Yes"

Enhancements or Innovations*

You have indicated that you have enhancements or procedural or technical innovations to the Scope of Work to propose. As previously stated, such enhancements or innovations must not materially deviate from the objectives or required content of the project.

*Response required

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

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

Exceptions or Deviations*

Do you have any exceptions and/or deviations from the requirements of this RFP?

Yes

No

*Response required

When equals "Yes"

Exceptions or Deviations - Yes*

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the 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.

- [Proposal Exceptions and Dev...](#)

*Response required

6. Forms

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 on September 14, 2026. 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 September 10, 2026 and sent via e-mail to the Contract Administrator.

- [Campaign Contribution Discl...](#)

*Response required

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 the completed form(s) as part of its proposal.

- [Status of Past and Present ...](#)

*Response required

Disadvantaged Business Enterprise Program and Forms*

In conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," offerors must complete the following form:

- Bidders List
- [Disadvantaged Business Ente...](#)

*Response required

Certification of Restrictions on Lobbying*

This form requires the Offeror to certify compliance with the lobbying requirements of 31 U.S.C. Section 1352 and the applicable regulations under 49 CFR part 19 and 20. (Required if the bid is equal or greater than \$100,000). The offeror is required to submit the "Certification of Restrictions on Lobbying Form" and "Disclosure of Lobbying Activities Form", in order for the offeror's proposal to be responsive and to be considered for evaluation.

- [Certification of Restrictio...](#)

*Response required

Disclosure of Lobbying Activities*

This form requires the Offeror to disclose lobbying activities pursuant to the requirements of 31 U.S.C. Section 1352. If Offeror does not have any reportable activities to disclose, they shall check the box entitled "No Reportable Activities" on the attached Standard Form-LLL "Disclosure of Lobbying Activities" and complete Section 16 of the form in order for the Offeror's proposal to be responsive and to be considered for evaluation. The certifying official shall sign and date the form, print his/her name, title and telephone number.

*Response required

**7. Submittal
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.

*Response required

Submittal Confirmation*

Proposer hereby certifies that all information provided within this proposal is accurate to the best of their knowledge. Proposer acknowledges that they have examined and carefully studied all RFP and Contract Documents and any Addenda and that they have provided any necessary proof of their authority to submit a proposal on behalf of the Company/Firm Name stated on the proposal thereby committing the Company/Firm to the information contained within.

Please confirm

*Response required

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Qualifications of the Firm 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.	0-5 Points	30 <i>(30% of Total)</i>
2.	Staffing and Project Organization 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.	0-5 Points	15 <i>(15% of Total)</i>
3.	Work Plan 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.	0-5 Points	25 <i>(25% of Total)</i>
4.	Cost and Price Reasonableness of fully-burdened rates; competitiveness with other offers received; adequacy of data in support of figures quoted.	0-5 Points	30 <i>(30% of Total)</i>

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 July 22, 2026, as the date(s) to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

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

C. AWARD

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

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

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

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via the Authority's OpenGov Procurement portal. 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
COMPRESSED NATURAL GAS FUELING STATION OPERATION AND MAINTENANCE

Part I – General Requirements

1. General

Contractor shall operate and maintain three (3) compressed natural gas (CNG) fueling stations at the Orange County Transportation Authority's (OCTA) Anaheim, Garden Grove and Santa Ana bus bases (Bases). The stations shall provide CNG fuel for transit buses, light vehicles, and equipment at the OCTA's Bases. The CNG fueling stations (Stations) produce CNG fuel utilizing compressors fed from a utility gas supply. The Stations possess all permits, equipment, site work, connections and safety systems specified herein, and as required by the authorities having jurisdiction (AHJ). Contractor shall provide turn-key operation and maintenance services for a three-year initial term with two, one-year option terms with compensation provided per unit of fuel consumed by OCTA.

OCTA Stations will provide CNG fuel for transit buses, light vehicles, and equipment at the OCTA's following locations:

Anaheim Base – 1717 East Via Burton, Anaheim, CA 92806

Equipment:

- (3) 600 hp, Electric driven CNG Compressors
- (1) CNG Natural Gas Dryer
- (4) CNG Storage Vessels or Spheres
- (2) CNG Transit Dispensers
- (1) Light Duty Dispenser
- (2) Generators with Switchgear
 - Manufactured by Generac Power Systems Inc.
 - Rated: 600 kW, 750 kVA
 - Model 855200500
 - Serial Numbers 2095378, 2095377
 - Type: MD0600-K36220D18GPSL C
 - Engine:OF9438

Related Control Systems

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

Equipment:

- (3) 600 hp, Electric driven CNG Compressors
- (1) CNG Natural Gas Dryer
- (4) CNG Storage Vessels or Spheres
- (3) CNG Transit Dispensers
- (2) Light Duty Dispensers
- (1) Defueling Station
- (2) Generators with switchgear
 - Manufactured by Generac Power Systems Inc.
 - Rated: 600 kW, 750 kVA
 - Model 855522

- Serial Numbers 2095407, 2095406
- Type: MD0600K36220D18GPSL C
- Engine: OF9438

Related Control Systems

Santa Ana Base - 4301 West MacArthur Boulevard, Santa Ana, CA 92704

Equipment:

- (4) 600 hp, Electric Driven CNG Compressors
- (1) CNG Natural Gas Dryer
- (4) CNG Storage Vessels or Spheres
- (4) CNG Transit Dispensers
- (1) Light Duty Dispenser
- (1) Defueling Station
- (2) Generators with Switchgear
 - Manufactured by Generac Power Systems Inc.
 - Rated: 600 kW, 750 kVA
 - Models 7294250800 and 2094250900
 - Serial #s 2092553, 2092554
 - Type: MD0600K36220D18GPYLC
 - Engine:OF9438

Related Control Systems

Stations provide CNG product to CNG dispensers for transit buses, light vehicles, and equipment. The Stations CNG transit dispensers shall be able to fuel buses simultaneously, each with 4,000 standard cubic feet (SCF) of CNG within five minutes, including contribution from a CNG buffer that is accumulated during a 90-second dwell time per bus fueling cycle. Compensation to the Contractor for the ongoing operation and maintenance (O&M) will be paid based on a schedule of proposed cost per therm of CNG fuel that is dispensed, and varies with actual monthly throughput, as per Exhibit B. O&M payments by OCTA will commence upon consumption of CNG fuel by OCTA.

Contractor will not be responsible for costs for energy (except as specified herein) or for fuel commodity.

Utility Electricity and Natural Gas Commodity. OCTA shall be responsible for payment of utility-provided electricity and natural gas commodity charges directly to the applicable utility provider.

Backup Generator Fuel. Contractor shall be responsible for all diesel fuel required for testing, exercising, and emergency operation of backup generators, including fuel delivery, storage compliance, and environmental requirements.

OCTA believes the information presented in this RFP to be factual. However, OCTA does not warrant the accuracy of this information, and each Offeror shall be solely responsible for verifying all material and site conditions and for making any independent investigation deemed necessary prior to submitting a proposal.

2. Overview of Work

- A. Contractor shall be familiar with the existing fueling operations at OCTA's Bases, including at least one site visit prior to starting O&M work, and shall be familiar with the design site conditions of the Bases.
- B. Contractor shall provide turn-key O&M services for the Stations on behalf of OCTA. These services will include all scheduled and unscheduled repair, permits, as well as all maintenance, consumables, parts, and labor as required to maintain the performance of the equipment in compliance with these requirements. However, Contractor shall not be responsible for damages caused by OCTA or OCTA's other Contractors, such as dispenser hose drive away.
- C. Contractor shall invoice OCTA monthly per actual therm of CNG dispensed, as repayment for the Contractor's Stations operations costs (i.e. overhead, consumables, scheduled and unscheduled repairs, rebuilds, operation, maintenance, overhead and profit) associated with CNG production and dispensing. O&M costs charged to OCTA by the Contractor shall be firm-fixed price throughout the initial and option terms per Contractor's submitted pricing on Exhibit B. Contractor will be responsible for paying all operating costs, as well as all applicable taxes and fees, excluding fuel commodity and energy costs. OCTA does not guarantee any minimum CNG throughput per month or any other period. The supply and cost of the natural gas from the local gas utility company shall not be included in this scope of work.

Contractor shall be solely responsible for the O&M of all equipment provided as part of the Stations through the term of the agreement.

Contractor shall operate and maintain the CNG fueling Stations complete with gas dryer, CNG compressors, CNG buffer storage containers, high flow transit dispensers and Fleetwatch fueling terminals connected to OCTA's fuel management system.

OCTA is the user of the Stations and as such, will be responsible for operating the CNG dispensers and fueling vehicles.

3. Summary

Contractor shall be responsible to maintain the capability to dispense CNG in the volume-over-time performance requirements listed under Part II, Article 5 and the Throughput Performance Test listed under Part II, Article 32. However, minimum requirements for the Stations include the following:

- A. Bases CNG fueling systems that feeds CNG dispensers for high capacity fast fill fueling to include interface with existing fuel-management system.
- B. Electrical switchgear, utility connection, distribution panel, and power metering as required to provide electrical power to the entire CNG Stations including area lighting, communications, gas leak detection, fire detection systems, and related alarms and annunciators. The gas detection system shall provide appropriate system response, per Part II, Article 18 to a methane gas leak within a maximum of two seconds of when methane gas is detected.
- C. All equipment foundations, fencing, equipment protection, signage, mechanical, and electrical connections required to provide complete and operable Stations.

Part II – Technical and Performance Requirements

1. Definitions

- 1.1 “OCTA” Orange County Transportation Authority.
- 1.2 “AHJ” Authorities Having Jurisdiction
- 1.3 “Bases” Anaheim, Garden Grove and Santa Ana bases.
- 1.4 “CNG” compressed natural gas compressed to between 3,000 per square inch gauge (PSIG) and 4,500 PSIG for use as a vehicular fuel, as produced from local utility natural gas pipeline, utilizing compressors.
- 1.5 “Stations” CNG fueling stations as specified herein.
- 1.6 “SCF” one cubic foot of natural gas at standard pressure (14.696 PSIA) and temperature (70°F).
- 1.7 “SCFM” standard cubic feet per minute.
- 1.8 “Therm” 100,000 Btu.
- 1.9 Operating and Maintenance (O&M) Manuals:
 - 1.9.1 OCTA shall provide Contractor with one bound sets of O&M manuals for the stations, including repair, maintenance, and parts bulletins for all major components and systems, such as vessels, compressors, gas dryer, motors and motor starters, actuated valves, Programmable Logic Controller (PLC), filters, dispensers and hoses, and instrument air dryers. Include Recommended Spare Parts List (RSPL) for all listed components.
 - 1.9.2 Updates. Throughout the term of the agreement, Contractor shall provide OCTA with manual updates for any equipment or components that are replaced or added that are not listed in the original manuals.

2. Applicable Codes and Standards

Stations are subject to the codes, regulations and requirements listed below, as adopted by local jurisdictions and OCTA. It is the Contractor’s responsibility to identify all applicable jurisdictions and codes. Compliance with unforeseen codes or standards that come into force or are modified following commencement of the Contract shall be the responsibility of the Contractor. Contractor shall make all required filings for certifications, permits and licenses, and pay all related fees.

- 2.1 National Fire Protection Association (NFPA).
- 2.2 NFPA 37
- 2.3 NFPA 52, 2019 Edition: Compressed Natural Gas (CNG) Vehicular Fuel Systems Code.

- 2.4 NFPA 70: National Electric Code with City Anaheim, Garden Grove, and Santa Ana amendments, as applicable.
- 2.5 NFPA 88-B: Standard for Repair Garages.
- 2.6 California Building Code with Cities of Anaheim, Garden Grove, and Santa Ana amendments, as applicable.
- 2.7 Uniform Fire Code with appropriate local jurisdiction amendments, as applicable.
- 2.8 UFC 5201.
- 2.9 UFC 5204.
- 2.10 California Title 8: Safety Orders for Unfired Pressure Vessels.
- 2.11 Occupational Safety and Health Act (work area sound-level limits).
- 2.12 ANSI/ASME B31.3-2020 Process Piping.
- 2.13 American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code, 2021 Edition.
- 2.14 Section V: Nondestructive Examination.
- 2.15 Section VIII: Pressure Vessels - Division 1.
- 2.16 Section VIII: Pressure Vessels - Division 2 – Alternative Rules.
- 2.17 American Society for Testing and Materials (ASTM).
- 2.18 American Welding Society (AWS) D1.1-2020: Structural Welding Code - Steel.
- 2.19 International Standards Organization (ISO) 12944-5:2019 - Paints and varnishes -- Corrosion protection of steel structures by protective paint systems -- Part 5: Protective paint systems.
- 2.20 National Electrical Manufacturers Association (NEMA) NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
- 2.21 American Society of Heating Refrigerating and Air Conditioning Engineers (ASHRAE) as required for methane-leak detection.

3. Utility Connections

- 3.1 MCC and Electrical Sub Meter. The motor control center for each fueling system is installed at the equipment compound area and includes a submeter that records peak kW demand within any 15-minute period, and cumulative kWh consumption over 30-day intervals for the entire connected load of the Stations.

3.2 Back-up Electrical Power. Contractor shall maintain Stations diesel powered generators and automatic transfer switches at each location to start and operate all CNG dispensers, system controls, emergency shutdown device (ESD) system, area lighting, methane detectors in the equipment compounds, and compressors at a minimum of 1,139 standard cubic feet per minute (SCFM). All noise shall not exceed 80 decibels (dB) when measured at 25 feet or more. Attenuation shall be more than 20 dB for all frequencies above 63 hertz. Generators shall be exercised at time intervals recommended by the equipment manufacturer. Generator must have the appropriate registration and certification with South Coast Air Quality Management District (SCAQMD) and shall be maintained to meet SCAQMD and California Air Resources Board (CARB) requirements for backup power generator sets. Contractor is responsible for providing all fuel for the back-up generator operation. All equipment operating under full load shall not exceed 80 dB(A) at 25 feet, measured using ANSI-compliant methodology.

4. Telecommunications

Contractor shall maintain all necessary telecommunication connections for modem and Internet access. Internet connection and services shall be independent of OCTA's system and shall be at the Contractor's expense.

5. Performance Requirements

5.1 CNG Fueling Performance. The CNG systems shall dispense a minimum of 8500 SCF to each equipped CNG transit dispenser per bus simultaneously within five minutes of connected fueling time; systems may utilize buffered CNG that is stored during a 90-second dwell/change-out time between bus fueling events, during which time high-pressure CNG compressors may continue to run and replenish the CNG buffer. This performance shall be achieved each day, on a continuous basis, over an eight (8)-hour time period.

5.2 Requirements. Station high-pressure compressors/storage/dispensing systems shall be capable of fueling vehicles to 3,600 PSIG, temperature compensated to 70 degrees Fahrenheit (° F). Dispensing system shall compensate for heat of compression in the vehicle storage cylinders, in addition to compensating for ambient temperature.

6. CNG Fuel Quality

6.1 Temperature. CNG dispensed shall have a temperature within 20° F of ambient, but not less than 20° F under any ambient temperature conditions.

6.2 CNG dispensed to vehicles shall meet the moisture-content requirement as specified by SAE standard J-1616, based on a low ambient temperature of 35° F.

6.3 Non-compliance with Requirements. In the event, OCTA has reason to believe that CNG does not meet the minimum requirements identified in this scope of work, Contractor shall have CNG from dispenser nozzle tested by a third-party laboratory approved by OCTA to test for the suspected violation(s). The cost of any test with a positive result (i.e. violation of specification) shall be borne by the Contractor. The cost of any test with a negative result (i.e. non-violation of requirement) shall be borne by OCTA.

7. Fueling Window

During Operation: Fueling performance shall be available to OCTA for eleven (11) hours between 5:00 p.m. and 4:00 a.m. seven (7) days per week. CNG fueling, including quality requirements, shall be available at a minimum of one bus dispenser continuously for fourteen (14) hours between 4:00 a.m. and 6:00 p.m. daily at each location, except if lesser availability is approved in advance and in writing by OCTA.

8. License to Operate the Station

Contractor shall provide all necessary operating and maintenance labor, materials, and support to meet the fueling performance requirements set forth by OCTA. In order to enable the Contractor to perform the work, OCTA will grant the Contractor unrestricted access (in the form of a license or lease) to the Station's sites and the right to utilize OCTA's CNG fueling Stations and all related equipment during the term of the Contract for the purpose of operating and maintaining the Stations. Granting such license or lease shall not be unreasonably withheld, conditioned or delayed. Included in this right is the Contractor's right to complete limited modifications or enhancements of the equipment as agreed upon by the Contractor and OCTA. Modifications may be made to optimize the Stations' ability to meet OCTA's fueling performance requirements for the CNG fueling Stations and/or to improve the operating economics of the Stations without sacrificing its performance under these requirements.

9. Equipment and Component Requirements

To ensure minimum performance and functional standards are met, the following system requirements shall be maintained.

- 9.1 Equipment. All equipment furnished by the Contractor for the Stations may be new or refurbished.
- 9.2 Seismic design. All equipment, foundations and supports shall be suitable for Seismic Zone IV.
- 9.3 Manufacturer-Rated Pressures. All components downstream of high-pressure compressor discharge have a normal design working pressure of 5,000 PSI or greater, when available, and design safety factors in compliance with ANSI/ASME B31.3.

10. Compressor Based CNG System

Compressor Prime Movers. Prime movers are 3-phase electric motors rated NEMA premium efficiency with a 1.15 service factor.

- 10.1 Discharge Pressure. Control stop pressure for high-pressure compressor(s) discharge shall be 4,500 PSIG or lower, regardless of configuration.
- 10.2 Backflow Prevention. Check valves are included between the utility MSA and the gas dryer.
- 10.3 Motor Starters. Compressor prime movers with electric motor prime movers shall be driven by programmable soft-start motor starters.

11. Stations

- 11.1 Lights to indicate main power is energized, and condition light for each compressor indicating “running” or “standby.”
- 11.2 Lights shall be visible in bright daylight from outside of the CNG-equipment compound.
- 11.3 First-out (fault) annunciation.
- 11.4 Hour meter. Each compressor is equipped with and shall maintain a non-resettable hour meter to record cumulative time of operation.
- 11.5 Remote monitoring and reset capability for the Stations control panel via Ethernet connection. Controller shall also provide auto dial-out and fault notification capability in case of fault.
- 11.6 Compressor Skid Enclosures. Each skid is enclosed and protected by a rain-resistant, sound attenuated enclosure. Noise levels shall not exceed 80 db when measured 25 feet or more from CNG equipment compound, in any direction, with all equipment in full operation. Enclosures have doors and/or user-removable panels that allow servicing and access to all components and systems on the skid. Each enclosure has adequate lighting to provide full illumination of all components and systems on the skid. All main doors include an inside panic bar that is not lockable. Each skid includes one emergency shutdown (ESD) button. Each enclosure includes an infrared point type methane detector. At 20 percent LEL, unit signals a local amber alarm light and annunciate at the main PLC of the CNG Station. At 40 percent LEL, the unit signals a local red alarm light and siren, annunciate at the main PLC, and the PLC shall shut down the Stations per an automatic ESD activation.

12. Gas Dryer

CNG compressors are fed by a suction side, twin vessel, automatically operated temperature swing absorber, heat regenerative gas dryer. The system includes inlet and outlet particulate filters, and spanning pressure gauges for measuring differential pressures at the inlet and outlet filters and across the entire dryer, as well as pressure gauges connected at the inlet and outlet flanges. The discharge gas complies with SAE standard J-1616, based on 7 pounds of moisture per million standard cubic feet (MMSCF) natural gas, and a design low ambient temperature of 35° F.

- 12.1 Absorbent. The absorbent shall be 3A molecular sieve and shall not affect the character and odor of the incoming gas.
- 12.2 Design. The dryer utilizes an auto duplex design consisting of two identically sized desiccant vessels configured to provide closed-loop gas drying in alternating order. Regeneration is initiated and achieved by automatic manipulation of block and bypass valves based on either clock time or compressor run time. Dryer is pre-assembled on a skid and includes common connection at system inlet and outlet. Piping, vessels, and valves are sized, configured, and ported so that pressure drop between inlet and outlet flanges of dryer does not exceed 5 PSI at the design MSA supply pressure.
- 12.3 Instrumentation. An in-line dew-point sensor alarm is provided at the dryer discharge port. The detector has two levels of alarm: one light is activated upon moisture at

dryer discharge approaching maximum saturation and a second light is activated upon moisture from dryer discharge reaching maximum saturation. Second level alarm will also annunciate an alarm and callout at the master control panel. All heater vessels include a redundant thermocouple or other redundant means to detect over temperature.

- 12.4 Bypass Capability. Dryer bypass and isolation manual ball valves are provided so that the compressors may operate while the entire duplex dryer is offline.

13. Emergency Shutdown System (ESD)

- 13.1 An ESD system is provided and when activated, shall stop all compressor motors, shut off the gas supply to the compressors, shut off the discharge of CNG, shut off the flow of CNG from the buffer tanks and to all CNG dispensers, and shut off the defueling station. The system is a 120 VAC circuit, normally closed and tripped open, and is expandable so that additional switches may be added. The ESD is tied into OCTA's existing fuel ESD system to stop all fueling activities when either a CNG fueling system ESD or the existing diesel/gasoline/hydrogen fueling system ESD button is pushed. The Stations ESD systems are independent of the fueling diesel ESD system. The diesel system shall be resettable by OCTA staff once all ESD buttons have been reset to their original position.

- 13.2 Locations. ESD buttons are located in the following locations:

- 13.2.1 Two (2) within the equipment enclosure area.

- 13.2.2 One (1) on each CNG compressor skid enclosure.

- 13.2.3 Three (3) at the outside perimeter of the equipment fence enclosure.

- 13.2.4 One (1) at least 25-feet but not more than 75-feet from every CNG dispenser and defueling station.

14. Fuel Management Terminal and Services

- 14.1 CNG dispensers receive transaction authorizations from and transmit transaction data to the existing Fleetwatch fuel-management terminal. Existing terminals and software shall continue to be operated by OCTA.
- 14.2 Bus Fueling. Fuel management terminals near each CNG dispenser provide authorization by numeric keypad and shall automatically record transaction data, including time/date stamp, hose ID, vehicle ID, and fuel volume in GGEs. The fuel management terminals simultaneously authorize the appropriate existing coolant, engine oil, and transmission fluid hose reels to dispense those products into the buses.
- 14.3 Dispensing Units. CNG bus dispensers shall be calibrated in GGEs, and fueling transactions recorded by the fuel-management system shall be in GGEs.

15. CNG Dispensers

High-Flow Transit Dispenser. Provide one high-capacity CNG dispenser at each of the fueling lanes located in the Fuel and Vacuum buildings. All dispenser tubing and valves are a minimum of ¾-inch diameter. Each dispenser includes a backlight display, a Micromotion CNG-050 meter and matching transmitter, a ¾-inch manual ball valve and a ¾-inch air-actuated ball valve. Dispenser includes a 6,000 PSIG manual pressure gauge mounted near the hose connection. Provide two coalescing filters in J6 housings at initial dispenser inlet. All dispensers include a vent valve that is common to the pressure gauge and the filter housing.

15.1 Operation. Dispensers include start and stop buttons, activity lights, an analog vehicle-pressure gauge, auto-fill completion with light annunciation, and backlit display for volume dispensed in GGEs. CNG dispensers are designed to operate in an exterior environment, exposed to inclement weather.

15.2 Transit Dispenser Hoses and Nozzles. Hoses must be of sufficient length to accommodate OCTA provided bus fuel receptacle locations, plus a range of 5-feet in each direction. Hoses have ILB-5 breakaway couplings and must be electrically conductive. Hoses shall be at least ¾-inch with 3/8-inch vent lines and include retractors that keep hoses off the ground when nozzles are parked in their keepers. Nozzles shall be OPW CT-5000 compliant with steel locking jaws.

Light Duty Dispenser Hose and Nozzles. Provide a 3600 PSIG fill hose for light duty vehicle fueling application. All dispenser tubing and valves are a minimum of ½-inch diameter. Each dispenser includes a backlight display, a Micromotion CNG-050 meter and matching transmitter, a ½-inch manual ball valve and a ½-inch air-actuated ball valve. Dispenser includes a 6,000 PSIG manual pressure gauge mounted near the hose connection. Provide two coalescing filters in J4 housings at initial dispenser inlet. All dispensers include a vent valve that is common to the pressure gauge and the filter housing.

15.3 Operation. Dispensers include start and stop buttons, activity lights, analog vehicle-pressure gauge, auto-fill completion with light annunciation, backlit display for volume dispensed in GGEs.

15.4 Light Duty Dispenser Hoses and Nozzles. Hoses are of sufficient length to fuel light duty when vehicles fuel receptacle is lined up with the dispenser plus a range of 5-feet in each direction. Hoses have ILB-1 breakaway couplings and must be electrically conductive. Hoses shall be at least ½-inch with 3/8-inch vent lines and include retractors that keep hoses off the ground when nozzles are parked in their keepers. Nozzles shall be NGV-1 type-2 with 3,600 PSIG service pressure.

16. Bus De-Fueling

The Stations include a means to de-fuel CNG from a bus vehicle without venting to atmosphere. Contractor shall maintain a de-fueling system for returning bus fuel to the suction side of a compressor-based system. Contractor shall provide an appropriately sized compressor to de-fuel CNG vehicle fuel tanks to CNG storage buffer tanks. System also allows safe venting to atmosphere at OCTA's discretion. Atmospheric venting shall require prior written authorization from OCTA and must comply with applicable air district regulations. System includes a 'BDN' model de-fueling nozzle by OPW, a minimum 12-foot long, 5,000

PSI-rated hose that can extend at least 12-feet beyond the equipment compound walls, and a grounding system. System includes a 5,000 PSIG pressure gauge to monitor vehicle pressure and an in-line manual ball valve and needle valve to control flow. De-fueling also includes a user-selectable means to vent to atmosphere.

- 16.1 Code Compliance. System shall be maintained in compliance with UFC 5204.10, including clearances and sign requirements.
- 16.2 The defueling location is adjacent to the equipment compound at each location. De-fuel hose shall be maintained to be of sufficient length to easily connect to a bus de-fuel receptacle when positioned anywhere within a 7-foot radius of the de-fuel post.
- 16.3 Performance. The de-fuel system shall be maintained to allow a bus with 22,000 SCF of onboard CNG storage to de-fuel within three hours. The atmospheric vent system shall allow a bus with 22,000 SCF of onboard CNG storage to de-fuel to atmospheric pressure within 90 minutes. Atmospheric venting includes a silencer or muffler appropriate for anticipated service pressures.

17. Protection of Equipment

- 17.1 Fencing of Equipment Compounds. The equipment compound is contained in a secure, masonry block wall and/or fenced area.
- 17.2 Protection of Electrical Equipment. Switchgear, PLC and motor controllers in a Motor Control Center, is located in the equipment compound area.
- 17.3 Impact Protection. All equipment is protected against impact from all vehicle traffic and types that are expected to approach the Station and equipment.
- 17.4 Signage. Maintain all safety and warning signs as required by NFPA 52. Signs are constructed of UV-resistant, all-weather material.

18. Methane Detection

- 18.1 CNG Equipment Compounds. Infrared methane gas detectors are installed with four point-type two minimum along the property line, one above the gas dryer, in the equipment compound area plus one additional infrared point type detector installed in each compressor skid enclosure.
- 18.2 Requirements.
 - 18.2.1 When the methane gas sensors detect below 20 percent of the Lower Flammable Limit (LFL), the gas detection system status lights illuminate the steady green lamps with horns in the OFF mode and provide gas detection system status at the gas detection monitoring station in the Supervisor's office.
 - 18.2.2 At 20 percent LFL and above, but below 30 percent LFL, the gas detection system will extinguish the green steady lamps, illuminate the amber strobe lights, and annunciate horns that pulse for two seconds, every six seconds, and provide notification, both visual and audible, at the gas detection monitoring station in the Supervisor's office.

- 18.2.3 At 30 percent LFL, but below 40 percent LFL, the gas detection system will continue to illuminate the amber strobe lights, and annunciate horns continuously, and provide notification, both visual and audible, at the gas detection monitoring station in the Supervisor's office.
- 18.2.4 At 40 percent LFL and above, the gas detection system shall extinguish the amber strobe lights, illuminate the red strobe lights, and annunciate horns continuously, and shall shut down power to the CNG fueling station and dispensing system and compression equipment (equivalent to an ESD activation), and provide notification, both visual and audible, at the gas detection monitoring station in the Supervisor's office. The system shall latch at this level until the system is manually reset. In the event of discrepancy between sections, the 40% LFL automatic shutdown requirement shall govern.
- 18.2.5 A status light and horn system is mounted on the entrance and exit ends of the Fuel Buildings, and on the Maintenance Buildings, and in the Maintenance Supervisor's office.
- 18.2.6 A gas detection control panel indicates amount of gas detection by location on a graphic display screen. Graphic display screen indicates all building locations on a site plan, sensor number, sensor building specific name, and percent LFL at each sensor.

19. Fire Detection

- 19.1 Maintain Fire Detection System per code and AHJs.
- 19.2 Fire Extinguishers. Contractor shall maintain handheld fire extinguishers at a distance between 10 and 25 feet from each of the CNG dispensers, a minimum of three fire extinguishers within the equipment compound, a minimum of three fire extinguishers at the perimeter of the compound, and as directed by the appropriate city's fire department. Extinguishers shall be a minimum of 10-pound capacity with 20 B:C rating.
- 19.3 Lightning Protection. Stations shall be protected from lightning, per NFPA and NEC requirements.

20. Operations and Preventive Maintenance

- 20.1 Contractor shall provide all maintenance as required to keep the Stations fully functional in accordance with these requirements, including all labor, consumables, repair, rebuild, and replacement costs. Contractor shall provide all preventive maintenance (PM) of the Bases entire CNG Stations by experienced and qualified personnel with necessary tools and equipment. PM shall include all weekly, monthly, and annual service as required and recommended by the manufacturers of the systems and components being provided by the Contractor. Maintenance shall also include handling, storage, and disposal of all waste generated during O&M activities in full compliance with all federal, state and local laws.

20.2 Hazardous Materials and Waste. Contractor shall be solely responsible for controlling, storing, handling, transporting, and disposing of all hazardous byproducts and waste generated directly as a result of Contractor's O&M activities at the Stations, in compliance with all applicable federal, state, and local laws and requirements of the AHJs, including any required licensing. Contractor shall not be responsible for remediation of pre-existing environmental conditions not caused by Contractor.

21. Interface with OCTA

Contractor shall coordinate all activities with OCTA such that any impact to OCTA's normal operations are minimized. Contractor shall provide OCTA with internet access to the remote monitoring information and on-site cameras installed, the cellular telephone contact number of the responsible technicians, and telephone contact and access to the Contractor's remote control center. Contractor remote monitoring systems shall comply with OCTA IT security standards and shall not introduce unsecured network connections.

22. Exceptions

The only costs associated with O&M operation of the Stations that are not the responsibility of the Contractor are those related to damage, neglect or misuse not caused or controlled by the Contractor, such as a dispenser drive-away by OCTA personnel. Contractor shall provide written documentation within five business days supporting any claim of OCTA-caused damage.

23. Reporting of PM and O&M Activities

Contractor shall submit to OCTA every three (3) months records of all scheduled and unscheduled maintenance and repairs performed on the Stations. Contractor shall submit maintenance records throughout the term of the contract, and shall include reports on any failures, accidents, and other significant events. In addition, Contractor shall provide an itemized breakdown of all PM tasks required by the equipment manufacturer for each asset or system. Maintenance records shall demonstrate completion of each individual PM task in accordance with the approved manufacturer-based checklist.

24. Timing of PM Service

Contractor shall perform required PM services 24 hours a day, seven days a week, or as may be required to ensure the specified fueling performance. Contractor may perform scheduled and unscheduled maintenance and repairs at its discretion, provided Stations' fueling function and vehicle yard circulation are not impacted.

25. Permits and Fees

Contractor shall be responsible for identifying, maintaining, and paying on time, all ongoing permits, fees, and taxes associated with the operation of the Stations.

26. Callout Service

26.1 Critical Service. Critical service problems, which prevent bus fueling, disables a safety system, causes a natural gas leak, or that otherwise impacts the ability of buses to meet scheduled rollout, must be responded to by Contractor immediately. Contractor must ensure a qualified technician is on Station property within two hours of notification. The required response time shall apply except in circumstances constituting Force Majeure as defined in the Contract.

26.2 Non-Critical Service. Non-critical service problems are those which do not meet the criteria of critical service problems specified in Section 26.1 or otherwise do not impact the ability of buses to meet scheduled rollout. Non-critical service problems must be responded to by Contractor within four hours of notification, and successful repairs are performed within 24 hours.

27. Software

Upon termination or expiration of the Contract, Contractor shall provide OCTA with a non-exclusive, perpetual license to use all site-specific configuration files, PLC programs, maintenance records, operational data, and documentation necessary for OCTA or its designee to operate and maintain the Stations. Nothing herein shall require Contractor to transfer ownership of proprietary third-party software or intellectual property not specifically developed for OCTA. Contractor shall deliver such materials in a reasonably organized and usable format.

28. OCTA Access

Contractor shall permit trained OCTA personnel to enter all portions of the Stations to perform routine or emergency inspections and take routine or emergency readings. OCTA personnel shall also have the right to follow and observe Contractor's technicians during their normal duties at the Stations.

29. Required Experience and Qualifications

Contractor shall have demonstrated experience in long-term operation of at least two CNG Stations outside of OCTA's Stations, similar in scope to the project specified herein, within the last 36 months.

30. Project Manager

Contractor's Project Manager assigned to this project shall be experienced in work like that proposed herein, with at least two years of direct or closely related work experience. Contractor warrants that the Operations Director named in this agreement will remain as Project Manager through the duration of the contract unless a replacement is approved in writing by OCTA.

31. Maintenance Personnel

Maintenance personnel who will perform PM and respond to callouts shall have demonstrated experience and competency in maintaining other similar CNG equipment, with at least two years of recent experience.

32. Throughput Performance Test

32.1 OCTA may require a performance test at any time during the contract period in order to verify the performance of the Stations.

32.2 Tests shall be performed while fueling CNG buses simultaneously from fueling lanes, to verify that the system meets the minimum flow rates specified. Stations shall be tested to verify their actual throughput performance using the following procedure. The test shall be conducted under conditions reasonably representative of normal operating conditions existing at the time of testing:

- 32.2.1 Dispensers shall be calibrated on site, prior to throughput performance test, by a third party approved by OCTA and Contractor.
- 32.2.2 CNG Buffer storage shall be full and the single largest CNG compressor shall be taken off-line. All remaining CNG compressors shall be on-line.
- 32.2.3 Fueling lanes and dispensers shall be on-line. A test fleet of 20 CNG buses shall be used, and each bus shall be at no more than 2,000 PSIG prior to the test.
- 32.2.4 The test shall begin when dispensers are connected to buses and dispensers are started simultaneously. The test start time (time of day) shall be noted.
- 32.2.5 Buses shall be fully filled as determined by the dispenser auto-fill completion. Buses shall be continuously fueled as each preceding bus completes fueling, regardless of lane.
- 32.2.6 Actual fill volume dispensed at each fill event shall be logged, based on dispenser display following each dispenser auto-fill completion.
- 32.2.7 Dwell time (i.e. time between auto-fill completion of bus 'A' and start of fuel flow to bus 'B' at a given lane/dispenser) between all test-fueling events shall be controlled and limited as closely as possible to 90 seconds by OCTA's Fuelers.
- 32.2.8 Completion of filling the final (20th) test bus shall mark the termination of the test and the time of day shall be logged and the elapsed time of the test shall be calculated.
- 32.2.9 Flow time and volume will be recorded for each bus fill. Fleet average flow rate is defined as total volume dispensed divided by total flow time.
- 32.2.10 The mass of CNG dispensed to the 20 test buses shall be aggregated and converted to standard cubic feet (SCF) of CNG.
- 32.2.11 The total aggregate SCF of CNG dispensed during the test, divided by the aggregate test time, shall equal at least 3,700 SCFM.
- 32.2.12 Five hours following fill completion: all test bus tank pressures shall be within three percent of 3,600 PSIG, temperature compensated to 70° F.
- 32.2.13 System is designed to deliver the observed throughput performance on a continuous basis.

33. Reliability Functional Test

The gas monitoring and warning system at bus-fueling shall be tested three times annually (every four months) to show that the system is working properly and has been approved by the AHJs.

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

Enter the pricing of turn-key operation and maintenance services described in the Exhibit A, Scope of Work to include operation, maintenance, all direct and indirect expenses, profit, and overhead. All prices quoted below shall be firm throughout the initial and option term of the Agreement. Pricing quoted shall be based on per Therm of CNG dispensed.

Throughput Levels of Therms of CNG Dispensed Per MONTH	25,000 - 49,999	50,000 - 74,999	75,000 - 99,999	100,000 - 149,999	150,000 - 199,999	200,000 - 299,999**	300,000+
Initial Term Year 1: (12/1/26-11/30/27) Turn-Key Operation and Maintenance Per Therm Cost							
Initial Term Year 2: (12/1/27-11/30/28) Turn-Key Operation and Maintenance Per Therm Cost							
Initial Term Year 3: (12/1/28-11/30/29) Turn-Key Operation and Maintenance Per Therm Cost							
Option Term Year 1: (12/1/29-11/30/30) Turn-Key Operation and Maintenance Per Therm Cost							
Option Term Year 2: (12/1/30-11/30/31) Turn-Key Operation and Maintenance Per Therm Cost							

****Note:** Evaluation will be based on cost per therm dispensed for 200,000 - 299,999 therms, for both the initial term and option terms.

Subtotal Initial Term

Subtotal Option Term

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PRICE INCREASES /DECREASES:

No price increases will be permitted during the term of the Blanket Purchase Order. All price decreases will automatically be extended to Authority. Authority requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of ninety (90) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. Authority may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Blanket Purchase Order. Adjustments increasing the Contractor's profit will not be allowed.

FIRM DISCOUNT AND PRICING STRUCTURE:

Bidder guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Bidder agrees that no price increases shall be passed along to Authority during the term of this Blanket Purchase Order.

Contractor Name:

--

FIRM ACKNOWLEDGMENT:

The undersigned, upon acceptance, agrees to provide the service in accordance with the terms, conditions, and requirements as contained in RFP 250282 and the supporting documents for all prices proposed.

1. I acknowledge receipt of **RFP 250282** and Addenda No.(s) _____.
2. This offer shall remain firm for _____ days from the date of proposal.
(Minimum of 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

PROPOSED AGREEMENT NO. 250282

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

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

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONTRACTOR to provide Compressed Natural Gas Fueling Station Operation & Maintenance; and

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

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

WHEREAS, CONTRACTOR wishes to perform these services; and

WHEREAS, the AUTHORITY's Board of Directors authorized this Agreement on _____.

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

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of this Agreement between AUTHORITY and CONTRACTOR and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part

1 of any term or condition of this Agreement shall not affect the validity of other terms or
2 conditions.

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

11 **ARTICLE 2. AUTHORITY DESIGNEE**

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

14 **ARTICLE 3. SCOPE OF WORK**

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

19 B. CONTRACTOR shall provide the personnel listed below to perform the above-specified
20 services, which persons are hereby designated as key personnel under this
21 Agreement. **Names / Functions**

22 C. No person named in paragraph B of this Article, or his/her successor approved by
23 AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon
24 function or level of commitment hereunder be changed, without the prior written consent
25 of AUTHORITY.
26

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

8 **ARTICLE 4. TERM OF AGREEMENT**

9 This Agreement shall commence upon the effective date of this Agreement, and shall continue in full
10 force and effect through November 30, 2029, unless earlier terminated or extended as provided in this
11 Agreement.

12 **ARTICLE 5. PAYMENT**

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

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

1 as CONTRACTOR has documented to AUTHORITY's satisfaction, that CONTRACTOR has
2 fully completed all work required. AUTHORITY's payment in full shall constitute AUTHORITY's
3 final acceptance of CONTRACTOR's work.

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

- 10 1. Agreement No. 250282;
- 11 2. Specify the effort for which the payment is being requested;
- 12 3. The time period covered by the invoice;
- 13 4. Labor (staff name, hours charged, hourly billing rate, current charges, and cumulative
14 charges) performed during the billing period;
- 15 5. Total monthly invoice (including project-to-date cumulative invoice amount);
- 16 6. Itemized expenses including support documentation incurred during the billing period;
- 17 7. Monthly Progress Report;
- 18 8. Certification signed by the CONTRACTOR or his/her designated alternate that a) The
19 invoice is a true, complete and correct statement of reimbursable costs and progress; b)
20 The backup information included with the invoice is true, complete and correct in all
21 material respects; c) All payments due and owing to subconsultants and suppliers have
22 been made; d) Timely payments will be made to subconsultants and suppliers from the
23 proceeds of the payments covered by the certification and; e) The invoice does not include
24 any amount which CONTRACTOR intends to withhold or retain from a subconsultant or
25 supplier unless so identified on the invoice.
26

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

3 **ARTICLE 6. PROMPT PAYMENT CLAUSE**

- 4 A. AUTHORITY has adopted a prompt payment provision on all U.S. DOT-assisted contracts to
5 facilitate timely payment to all subconsultants in accordance with regulatory mandates. The
6 provisions of this Article apply to both DBE and non-DBE subconsultants. Pursuant to Title 49
7 of the Code of Federal Regulations (CFR) Part 26.29:
- 8 B. "CONTRACTOR or subconsultant agrees to pay each subconsultant under this Agreement for
9 satisfactory performance of its Agreement no later than fifteen (15) days from the receipt of
10 each progress payment CONTRACTOR receives from AUTHORITY on account of the work
11 performed by the subconsultant. CONTRACTOR agrees further to return retainage payments
12 to each subconsultant within fifteen (15) days after receiving payment for work satisfactorily
13 completed and accepted including incremental acceptances of portions of the Agreement work
14 by AUTHORITY. Any delay or postponement of payment from the above referenced time frame
15 may take place only for good cause and with AUTHORITY's prior written
16 approval." CONTRACTOR shall incorporate this clause verbatim, set forth above, in all
17 subcontract, broker, vendor, supplier, purchase order or other source agreements issued to
18 both DBE and non-DBE firms. In the event that there is a dispute over all or any portion of the
19 amount due on a progress payment from CONTRACTOR or subconsultant to a subconsultant,
20 CONTRACTOR or subconsultant may withhold no more than 150 percent of the disputed
21 amount.
- 22 C. Any violation of these provisions shall subject the violating CONTRACTOR to the penalties,
23 sanctions, and other remedies specified in Section 7108.5 of the California Business and
24 Professions Code and Section 3321 of the California Civil Code. This requirement shall not be
25 construed to limit or impair any contractual, administrative or judicial remedies otherwise
26 available to CONTRACTOR or subconsultant in the event of a dispute involving late payment

1 or nonpayment by CONTRACTOR; deficient subcontract performance or noncompliance by a
2 subconsultant.

3 D. Failure to comply with these provisions without prior written approval from AUTHORITY will
4 constitute noncompliance, which shall result in the application of appropriate administrative
5 sanctions to the licensee, including, but not limited to, a penalty payable to the subconsultant,
6 of two percent (2%) of the invoice amount due per month, for every month that full payment is
7 not made.

8 **ARTICLE 7. MAXIMUM OBLIGATION**

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

14 **ARTICLE 8. NOTICES**

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

19
20 To AUTHORITY:

21
22 Orange County Transportation Authority
23 550 South Main Street
24 P.O. Box 14184
25 Orange, CA 92863-1584

26 ATTENTION:

Name:

Title:

Phone:

Email:

ARTICLE 9. INDEPENDENT CONTRACTOR

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

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

ARTICLE 10. INSURANCE

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

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

1 occurrence, \$5,000,000 general aggregate and \$5,000,000 Products/Completed
2 Operations aggregate;

3 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a
4 combined single limit of \$5,000,000 for each accident;

5 3. Workers' Compensation with limits as required by the State of California including a Waiver
6 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 \$5,000,000 only if the CONTRACTOR is
10 required by contract or law to be licensed or specially certified and AUTHORITY is relying
11 on performance based on that specialty license or certification.

12 6. Pollution Legal Liability with minimum limits of \$5,000,000 per loss with a \$5,000,000.00
13 annual aggregate for disposal at non-hazardous treatment, storage and disposal facilities.
14 Minimum limits of \$5,000,000.00 per loss with a \$5,000,000.00 annual aggregate limit shall
15 apply separately.

16 B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy blanket
17 additional insured endorsement, designating the AUTHORITY, its officers, directors and
18 employees as additional insureds on general liability and automobile liability, as required by
19 Agreement. Said policies shall include a waiver of subrogation in favor of the AUTHORITY, its
20 officers, directors, and employees for both Commercial General Liability and Automobile
21 Liability coverages. Proof of insurance coverage must be received by AUTHORITY within ten
22 (10) calendar days from the effective date of the Agreement and prior to commencement of
23 any work. Such insurance shall be primary and non-contributive to any insurance or self-
24 insurance maintained by the AUTHORITY. Furthermore, AUTHORITY reserves the right to
25 request certified copies or review all related insurance policies, in response to a related loss.
26

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

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

7 E. CONTRACTOR shall submit required insurance certificates to AUTHORITY's insurance
8 tracking contractor, InsureTrack. CONTRACTOR shall respond directly to InsureTrack's
9 request for updated insurance certificates and other insurance-related matters by email
10 to octa@instracking.com.

11 F. CONTRACTOR shall include on the face of the certificate of insurance, the following
12 information:

- 13 1. The Agreement Number 250282 and, the Contract Administrator's Name, Trevor Worthy
- 14 2. For Certificate Holder: The Orange County Transportation Authority, its officers, directors,
15 employers and agents, c/o InsureTrack, P.O. Box 60840 Las Vegas, NV 89160.

16 **ARTICLE 11. ORDER OF PRECEDENCE**

17 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1)
18 the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 250282 ; (3)
19 CONTRACTOR's proposal dated _____; (4) all other documents, if any, cited herein
20 or incorporated by reference.

21 **ARTICLE 12. CHANGES**

22 A. By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
23 make changes in the general scope of this Agreement, including, but not limited to, the services
24 furnished to AUTHORITY by CONTRACTOR as described in the Scope of Work. If any such
25 work suspension or change causes an increase or decrease in the price of this Agreement or
26 in the time required for its performance, CONTRACTOR shall promptly notify AUTHORITY

1 thereof and assert its claim for adjustment within ten (10) calendar days after the change or
2 work suspension is ordered, and an equitable adjustment shall be negotiated. However,
3 nothing in this clause shall excuse CONTRACTOR from proceeding immediately with the
4 Agreement as changed.

5 B. CONTRACTOR shall only commence work covered by an amendment after the amendment
6 is executed by AUTHORITY.

7 **ARTICLE 13. DISPUTES**

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

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

19 **ARTICLE 14. TERMINATION**

20 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part,
21 by giving CONTRACTOR written notice thereof. Upon termination, AUTHORITY shall pay
22 CONTRACTOR its allowable costs incurred to date of that portion terminated. Said
23 termination shall be construed in accordance with the provisions of CFR Title 48, Chapter 1,
24 Part 49, of the Federal Acquisition Regulation (FAR) and specific subparts and other provisions
25 thereof applicable to termination for convenience. If AUTHORITY sees fit to terminate this
26 Agreement for convenience, said notice shall be given to CONTRACTOR in accordance with

1 the provisions of the FAR referenced above and Article 7, herein. Upon receipt of said
2 notification, CONTRACTOR agrees to comply with all applicable provisions of the FAR
3 pertaining to termination for convenience.

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

15 **ARTICLE 15. INDEMNIFICATION**

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

22 **ARTICLE 16. ASSIGNMENTS AND SUBCONTRACTS**

23 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
24 CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this
25 Agreement be subcontracted by CONTRACTOR, without the prior written consent
26

of AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

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

<u>Subcontractor Name</u>	<u>Addresses</u>	<u>Function</u>
----------------------------------	-------------------------	------------------------

ARTICLE 17. ACCESS TO RECORDS AND REPORTS

CONTRACTOR shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the Comptroller General of the United States, or other agents of AUTHORITY, such access to CONTRACTOR's accounting books, records, payroll documents and facilities of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all accounting books, records, work data, documents and activities related hereto. CONTRACTOR shall maintain such books, records; data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONTRACTOR's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 15 of this

1 Agreement. CONTRACTOR shall permit any of the foregoing parties to reproduce documents by any
2 means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

3 **ARTICLE 18. CONFLICT OF INTEREST**

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

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

18 **ARTICLE 19. CODE OF CONDUCT**

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

22 **ARTICLE 20. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

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

1 **ARTICLE 21. FEDERAL, STATE AND LOCAL LAWS**

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

5 **ARTICLE 22. EQUAL EMPLOYMENT OPPORTUNITY**

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

13 **ARTICLE 23. CIVIL RIGHTS ASSURANCE**

14 During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors
15 in interest agree as follows:

16 A. Compliance with Regulations: CONTRACTOR shall comply with the Regulations relative to
17 nondiscrimination in federally assisted programs of the Department of Transportation
18 (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended
19 from time to time, (hereinafter referred to as the Regulations), which are herein incorporated
20 by reference and made a part of this Agreement.

21 B. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the
22 Agreement, shall not discriminate on the grounds of race, color, or national origin in the
23 selection and retention of subcontractors, including procurements of materials and leases of
24 equipment. The CONTRACTOR shall not participate either directly or indirectly in the
25 discrimination prohibited by Section 21.5 of the Regulations, including employment practices
26 when the Agreement covers a program set forth in Appendix B of the Regulations.

1 C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all
2 solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work
3 to be performed under a subcontract, including procurements of materials or leases of
4 equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of
5 the CONTRACTOR's obligations under this Agreement and the Regulations relative to
6 nondiscrimination on the grounds of race, color, or national origin.

7 D. Information and Reports: CONTRACTOR shall provide all information and reports required by
8 the Regulations or directives issued pursuant thereto, and shall permit access to its books,
9 records, accounts, other sources of information and its facilities as may be determined by the
10 AUTHORITY to be pertinent to ascertain compliance with such Regulations, orders and
11 instructions. Where any information required of a CONTRACTOR is in the exclusive
12 possession of another who fails or refuses to furnish this information the CONTRACTOR shall
13 so certify to the AUTHORITY as appropriate, and shall set forth what efforts it has made to
14 obtain the information.

15 E. Sanctions for Noncompliance: In the event of the CONTRACTOR's noncompliance with
16 nondiscrimination provisions of this Agreement, the AUTHORITY shall impose Agreement
17 sanctions as it may determine to be appropriate, including, but not limited to:

- 18 1. Withholding of payments to the CONTRACTOR under the Agreement until the
19 CONTRACTOR complies; and/or
- 20 2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

21 F. Title VI of the Civil Rights Act: In determining the types of property or services to acquire, no
22 person in the United States shall, on the grounds of race, color, or national origin, be excluded
23 from participation in, be denied the benefits of, or otherwise be subjected to discrimination
24 under any program or activity receiving Federal financial assistance in violation of Title VI of
25 the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000d et seq. and DOT
26 regulations, "Nondiscrimination in Federally Assisted Programs of the Department of

1 Transportation—Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21. In
2 addition, FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for FTA Recipients,”
3 05-13-07, provides FTA guidance and instructions for implementing DOT’s Title VI regulations.

4 G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et
5 seq., prohibits discrimination against qualified individuals with disabilities in all programs,
6 activities, and services of public entities, as well as imposes specific requirements on public
7 and private providers of transportation.

8 H. DISADVANTAGED BUSINESS ENTERPRISE (DBE): CONTRACTOR shall not discriminate
9 on the basis of race, color, national origin, or sex in the performance of this Contract. The
10 CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and
11 administration of U.S. DOT-assisted contracts. Failure by the CONTRACTOR to carry out
12 these requirements is a material breach of this Agreement, which may result in the termination
13 of this Agreement or such other remedy as the AUTHORITY deems appropriate, which may
14 include, but is not limited to:

- 15 1. Withholding monthly progress payments;
- 16 2. Assessing sanctions;
- 17 3. Liquidated damages; and/or
- 18 4. Disqualifying the CONTRACTOR from future proposing as non-responsible.

19 CONTRACTOR agrees to include the language above, verbatim and not by reference, in
20 every subcontract agreement, purchase order (PO) or other source agreements issued to
21 both DBE and non-DBE firms. CONTRACTOR agrees to include these requirements in all
22 subcontracts at any tier.

23 I. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (A)
24 through (H) in every subcontract, including procurements of materials and leases of
25 equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The
26 CONTRACTOR shall take such action with respect to any subcontract or procurement as the

1 AUTHORITY may direct as a means of enforcing such provisions including sanctions for
2 noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in,
3 or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the
4 CONTRACTOR may request the AUTHORITY to enter into such litigation to protect the
5 interests of the AUTHORITY, and, in addition, the CONTRACTOR may request the United
6 States to enter into such litigation to protect the interests of the United States.

7 **ARTICLE 24. DBE-NEUTRAL CONTRACT PROVISIONS FOR DOT-ASSISTED**
8 **CONSULTANT CONTRACTS**

- 9 A. Pursuant to the U.S. Department of Transportation Interim Final Rule (effective October 3,
10 2025), the AUTHORITY has not established a Disadvantaged Business Enterprise (DBE)
11 participation goal for this solicitation or resulting contract, and the CONTRACTOR is not
12 required to commit to a DBE percentage as a condition of award. DBE participation will not be
13 credited, as DBE-neutral, until firms have been re-evaluated and confirmed as compliant under
14 the updated certification standards.
- 15 B. If the CONTRACTOR later elects to utilize a DBE firm for participation credit, the
16 CONTRACTOR must first confirm that the firm has been reevaluated and found eligible under
17 the IFR requirements of 49 CFR Part 26, and must obtain written approval from the
18 AUTHORITY before such participation may be reported or counted toward a DBE commitment.
- 19 C. CONTRACTOR must comply with all AUTHORITY reporting requirements for each
20 subconsultant performing work under this Agreement, including prompt payment obligations in
21 accordance with 49 CFR §26.29, and must submit the required documentation through the
22 AUTHORITY-approved electronic reporting system (ECAT) within the timelines specified by
23 the AUTHORITY.
- 24 D. CONTRACTOR shall comply with all the requirements set forth in Attachment A titled,
25 "DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S.
26

1 DOT-ASSISTED CONTRACTS”, which is attached to and, by this reference, incorporated in
2 and made a part of this Agreement.

3 **ARTICLE 25. PROHIBITED INTERESTS**

- 4 A. CONTRACTOR covenants that, for the term of this Agreement, no director, member, officer or
5 employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall
6 have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 7 B. No member of or delegate to, the Congress of the United States shall have any interest, direct
8 or indirect, in this Agreement or to the benefits thereof.

9 **ARTICLE 26. OWNERSHIP OF REPORTS AND DOCUMENTS**

- 10 A. The originals of all letters, documents, reports and other products and data produced under
11 this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may
12 be made for CONTRACTOR's records but shall not be furnished to others without written
13 authorization from AUTHORITY. Such deliverables shall be deemed works made for hire and
14 all rights in copyright therein shall be retained by AUTHORITY.
- 15 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
16 descriptions, and all other written information submitted to CONTRACTOR in connection with
17 the performance of this Agreement shall not, without prior written approval of AUTHORITY, be
18 used for any purposes other than the performance under this Agreement, nor be disclosed to
19 an entity not connected with the performance of the project. CONTRACTOR shall comply with
20 AUTHORITY's policies regarding such material. Nothing furnished to CONTRACTOR, which
21 is otherwise known to CONTRACTOR or is or becomes generally known to the related industry
22 shall be deemed confidential. CONTRACTOR shall not use AUTHORITY's name,
23 photographs of the project, or any other publicity pertaining to the project in any professional
24 publication, magazine, trade paper, newspaper, seminar or other medium without the express
25 written consent of AUTHORITY.
- 26

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

7 **ARTICLE 27. PATENT AND COPYRIGHT INFRINGEMENT**

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

21 B. CONTRACTOR shall have sole control of the defense of any such claim or suit and all
22 negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify
23 AUTHORITY under any settlement made without CONTRACTOR's consent or in the
24 event AUTHORITY fails to cooperate fully in the defense of any suit or claim, provided,
25 however, that said defense shall be at CONTRACTOR's expense. If the use or sale of said
26 item is enjoined as a result of such suit or claim, CONTRACTOR, at no expense to

1 AUTHORITY, shall obtain for AUTHORITY the right to use and sell said item, or shall substitute
2 an equivalent item acceptable to AUTHORITY and extend this patent and copyright indemnity
3 thereto.

4 **ARTICLE 28. FINISHED AND PRELIMINARY DATA**

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

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

21 **ARTICLE 29. COVENANT AGAINST CONTINGENT FEES**

22 CONTRACTOR warrants, by execution of this Agreement, that he/she has not employed or retained
23 any company or person, other than a bona fide employee working for the CONTRACTOR; to solicit or
24 secure this Agreement; and that he/she has not paid or agreed to pay any company or person other
25 than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other
26 consideration, contingent upon or resulting from the award, or formation of this Agreement. For breach

1 or violation of this warranty, the AUTHORITY shall have the right to annul this Agreement without
2 liability, or at its discretion; to deduct from the Agreement price or consideration, or otherwise recover
3 the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

4 **ARTICLE 30. LOBBYING**

5 CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the certification required
6 by 49 CFR part 20, "New Restrictions on Lobbying". Each tier certifies to the above that it will not or
7 has not used Federal appropriated funds to pay any person or organization for influencing or
8 attempting to influence an officer or employee of any agency, a member of Congress, officer or
9 employee of Congress, or an employee of a member of Congress in connection with obtaining any
10 Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose
11 the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts
12 on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by
13 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

14 **ARTICLE 31. HEALTH AND SAFETY REQUIREMENTS**

15 CONTRACTOR shall comply with all the requirements set forth in Exhibit ___, titled "Level 1 SAFETY
16 SPECIFICATIONS." As used therein, "Contractor" shall mean "Consultant," and "Subcontractor" shall
17 mean "Sub-consultant."

18 **ARTICLE 32. CONTRACTOR PURCHASED EQUIPMENT**

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

25 B. CONTRACTOR shall maintain an inventory record for each piece of equipment purchased that
26 will be paid for by the AUTHORITY. The inventory record shall include the date acquired, total

1 cost, serial number, model identification, and any other information or description necessary
2 to identify said equipment or supply. A copy of the inventory record shall be submitted to the
3 AUTHORITY upon request.

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

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

13 **ARTICLE 33. PRIVACY ACT**

14 CONTRACTOR shall comply with, and assures the compliance of its employees with, the information
15 restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among
16 other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before
17 the CONTRACTOR or its employees operate a system of records on behalf of the Federal
18 Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil
19 and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to
20 comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

21 **ARTICLE 34. INCORPORATION OF FTA TERMS**

22 All contractual provisions required by Department of Transportation (DOT), whether or not expressly
23 set forth in this document, as set forth in Federal Transit Administration (FTA) Circular 4220.1F, as
24 amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all
25 FTA mandated terms shall be deemed to control in the event of a conflict with other provisions
26 contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or

1 refuse to comply with any requests, which would cause AUTHORITY to be in violation of the FTA
2 terms and conditions.

3 **ARTICLE 35. FEDERAL CHANGES**

4 CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and
5 directives, including without limitation those listed directly or by reference in the agreement between
6 the AUTHORITY and FTA, as they may be amended or promulgated from time to time during this
7 Agreement. CONTRACTOR's failure to comply shall constitute a material breach of contract.

8 **ARTICLE 36. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

9 AUTHORITY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by
10 the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent
11 the express written consent by the Federal Government, the Federal Government is not a party to this
12 Agreement and shall not be subject to any obligations or liabilities to the AUTHORITY,
13 CONTRACTOR, or any other party (whether or not a party to this Agreement) pertaining to any matter
14 resulting from the underlying Agreement. CONTRACTOR agrees to include these requirements in all
15 of its subcontracts.

16 **ARTICLE 37. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND**
17 **RELATED ACTS**

18 A. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of
19 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil
20 Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by
21 signing this Agreement, CONTRACTOR certifies or affirms the truthfulness and accuracy of
22 any statement it has made, it makes, it may make, or causes to be made, pertaining to the
23 underlying Agreement of the FTA assisted project for which this Agreement's work is being
24 performed. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false,
25 fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government
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1 reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on the
2 CONTRACTOR to the extent the Federal Government deems appropriate.

3 B. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious,
4 or fraudulent claim, statement, submission, or certification to the Federal Government under
5 an agreement connected with a project that is financed in whole or part with Federal assistance
6 awarded by FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the
7 right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the
8 CONTRACTOR, to the extent the Federal Government deems appropriate. CONTRACTOR
9 agrees to include this requirement in all of its subcontracts.

10 **ARTICLE 38. RECYCLED PRODUCTS**

11 CONTRACTOR shall comply with all the requirements of Section 6002 of the Resource Conservation
12 and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory
13 provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the
14 items designated in subpart B of 40 CFR Part 247. CONTRACTOR agrees to include this requirement
15 in all of its subcontracts.

16 **ARTICLE 39. ENERGY CONSERVATION REQUIREMENTS**

17 CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency,
18 which are contained in the state energy conservation plan issued in compliance with the Energy Policy
19 Conservation Act.

20 **ARTICLE 40. CLEAN AIR**

21 CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to
22 the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONTRACTOR shall report each violation
23 to AUTHORITY, who will in turn, report each violation as required to assure notification to FTA and
24 the appropriate EPA Regional Office. CONTRACTOR agrees to include this requirement in all of its
25 subcontracts.
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1 **ARTICLE 41. CLEAN WATER REQUIREMENTS**

2 CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to
3 the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR shall
4 report each violation to AUTHORITY and understands and agrees that the AUTHORITY who will in
5 turn, report each violation as required to assure notification to FTA and appropriate EPA Regional
6 Office. CONTRACTOR agrees to include this requirement in all of its subcontracts.

7 **ARTICLE 42. FLY AMERICA REQUIREMENT**

8 CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with
9 the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients
10 and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for
11 the U.S. Government-financed international air travel and transportation of their personal effects or
12 property, to the extent such service is available, unless travel by foreign air carrier is a matter of
13 necessity, as defined by the Fly America Act. CONTRACTOR shall submit, if a foreign air carrier was
14 used, an appropriate certification or memorandum adequately explaining why service by a U.S. carrier
15 was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide
16 a certificate of compliance with the Fly America requirements. CONTRACTOR agrees to include the
17 requirements of this section in all subcontracts that may involve international air transportation.

18 **ARTICLE 43. DEBARMENT AND SUSPENSION**

19 CONTRACTOR shall not do business with a subcontractor or other participant who is debarred,
20 suspended or otherwise disqualified. CONTRACTOR shall comply with 2 CFR Part 180, as adopted
21 and supplemented by 2 CFR Part 1200. CONTRACTOR shall include these requirements in any lower
22 tier covered transaction it enters into.

23 **ARTICLE 44. PROHIBITION ON CONTRACTING FOR CERTAIN**

24 **TELECOMMUNICATIONS & VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

25 A. Pursuant to Subsections 889(a)(l)(A)-(B) of the John S. McCain National Defense
26 Authorization Act for Fiscal Year 2019 (Pub. L. 115-232), Federal funds may not be used to

1 procure or obtain, or to enter into a contract or extend or renew a contract with an entity that
2 uses, any equipment, system, or service that uses covered telecommunications equipment or
3 services as a substantial or essential component of any system, or as critical technology as
4 part of any system, as defined. CONTRACTOR is prohibited from providing to AUTHORITY or
5 the Federal Government any equipment, system, or service that uses covered
6 telecommunications equipment or services as a substantial or essential component of any
7 system, or as critical technology as part of any system, unless an exception applies or the
8 covered telecommunication equipment or services are covered by a waiver described in FAR
9 §4.2104. As described in Section 889, covered telecommunications equipment is
10 telecommunications equipment produced by Huawei Technologies Company or ZTE
11 Corporation (or any subsidiary or affiliate of such entities).

- 12 1. For the purpose of public safety, security of government facilities, physical security
13 surveillance of critical infrastructure, and other national security purposes, video
14 surveillance and telecommunications equipment produced by Hytera Communications
15 Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology
16 Company (or any subsidiary or affiliate of such entities).
 - 17 2. Telecommunications or video surveillance services provided by such entities or using such
18 equipment.
 - 19 3. Telecommunications or video surveillance equipment or services produced or provided by
20 an entity that the Secretary of Defense, in consultation with the Director of the National
21 Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to
22 be an entity owned or controlled by, or otherwise connected to, the government of a
23 covered foreign country.
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ARTICLE 45. NOTICE TO AUTHORITY AND FTA OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

CONTRACTOR shall report to AUTHORITY and FTA any current or prospective legal matter that may affect the Federal Government, including a major dispute, default, breach, litigation, or naming the Federal Government as a party to litigation, or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interest in the federal award, any underlying agreements, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements. In addition, CONTRACTOR shall promptly notify AUTHORITY, FTA, and the U.S. DOT Inspector General of any knowledge of potential fraud, waste, or abuse occurring on the Project. This includes knowledge that any person or entity, including CONTRACTOR, has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. “Knowledge,” as used in this Article, includes, but is not limited to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency; a criminal indictment or civil complaint; or probable cause that could support a criminal indictment, or any other credible information in the possession of the CONTRACTOR. CONTRACTOR agrees to include these requirements in all subcontracts at any tier.

ARTICLE 46. LIMITATION ON GOVERNMENTAL DECISIONS

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

1 personnel shall not provide information, an opinion, or a recommendation for the purpose of affecting
2 a decision without significant intervening substantive review by AUTHORITY personnel, counsel, and
3 management.

4 **ARTICLE 47. SAFE OPERATION OF MOTOR VEHICLES**

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

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

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

24 C. Subcontracts. CONTRACTOR shall include these requirements in all of its subcontracts.
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1 **ARTICLE 48. FORCE MAJEURE**

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

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. 250282 to be executed as of the date of the last signature below.

CONTRACTOR

ORANGE COUNTY TRANSPORTATION
AUTHORITY

SIGNATURE

DARRELL E. JOHNSON, CHIEF EXECUTIVE
OFFICER

CLIFF THORNE, DIRECTOR, MAINTENANCE

APPROVED AS TO FORM:

JAMES M. DONICH, GENERAL COUNSEL

EXHIBIT D: SAFETY SPECIFICATIONS

LEVEL 3 HEALTH, SAFETY AND ENVIRONMENTAL (HSE) SPECIFICATIONS

REQUIRED HSE SUBMITTAL SUMMARY

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

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

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

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

5. On-Site HSE Representative:

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

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

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

6. A Detailed Site Specific HSE Work Implementation Plan:

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

PART I – GENERAL

1.0 GENERAL HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS

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

such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.

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

PART II – SPECIFIC REQUIREMENTS

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

2.1 REQUIRED DOCUMENTATION / REPORTING REQUIREMENTS

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

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

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

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

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

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

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

K. TRAINING DOCUMENTATION

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

2.2 HAZARD COMMUNICATION (CCR Title 8, Section 5194)

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

2.3 DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE

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

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

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

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

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

which are unsanitary, hazardous, or dangerous to employees and/or property, and who has authorization to take prompt corrective measures to eliminate them.

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

2.4 SITE HSE ORIENTATION

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

2.5 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents:

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

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

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

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

2.6 REGULAR INSPECTIONS & THIRD PARTY INSPECTIONS

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

2.7 ENVIROMENTAL REQUIREMENTS

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

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

2.8 VEHICLE AND ROADWAY SAFETY REQUIREMENTS

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

2.9 LANGUAGE REQUIREMENTS

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

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

2.10 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

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

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

2.11 AERIAL DEVICES (CCR Title 8, Section 3648)

Aerial devices are defined in CCR Title 8 as any vehicle-mounted or self-propelled device, telescoping extensible or articulating, or both, which is primarily designed to position personnel. If aerial devices are to be used, the required documentation in

CCR Title 8, Section 3648 shall be provided to the Authority's Project Manager, upon request, within 72 hours.

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

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

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

2.13 CRANES

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

8. Only one (1) sling eye should be in a hook, for multiple slings a shackle shall be used to prevent separation of slings, and prevent stress on weak points of the hook.
 9. Contractor shall prepare a documented daily crane inspection report.
- B. Pick and carry with rubber tired cranes is forbidden on Authority projects.
- C. Engineered Critical Lifts

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

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

D. Critical Lift Plan

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

1. Crane manufacturer, capacity, and all specifications for the configuration to be used for the lift.

2. Load chart data for the crane to be used to make the lift. Total calculated weight of the load to be lifted including all rigging and other deductions consistent with the manufacturer's load chart.
3. Engineering data shall be provided on the hook assembly (manufacturer's certification or independent laboratory testing and load testing within the past 60 days), below-the hook rigging, and all specialized below-the-hook lifting devices.
4. Diagrams of the lift that provides geometrical conditions of the load, rigging, and all crane positions during the lift. The drawing shall provide the following:
 - A. Locations of all components to be lifted prior, during and after the lift is completed.
 - B. Radius points.
 - C. Swing patterns.
 - D. In the event that the lift must be aborted, positions where the load may be safely landed.
 - E. Areas where any personnel, public, and vehicles must be evacuated during the lift.
5. Potential ground loading for each point of contact by the crane in selected locations in which the crane will perform the critical lift.
6. Soil and subsurface data and information pertaining to the location on which the crane used for the critical lift will be positioned. This information shall be procured from an authoritative source such as a geotechnical engineer or a professional civil engineer registered in the state of California.

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

loads and load information and calculations contained in the plan are approved, acceptable and safe to perform.

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

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

E. OVERHEAD CRANES

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

2.14 DEMOLITION OPERATIONS (CCR Title 8, Section 1734)

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

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

qualified person (CSP, CIH, CHST, CHMM, etc.), or as necessary by a professional engineer licensed to practice in the State of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.

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

2.15 EXCAVATION OPERATIONS (CCR Title 8, Section 1541)

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

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

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

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

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

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

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

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

2.18 ELECTRICAL OPERATIONS

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

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

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

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

Only qualified persons shall work on electrical equipment or systems.

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

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

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

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

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

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

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

2.21 WARNING SIGNS AND DEVICES

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

2.22 STEEL ERECTION

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

- A. Erection planning should incorporate installation methods using aerial devices (man-lifts) and elevated work platforms (scissor lift) to minimize fall hazards of climbing steel where possible. A detailed written job safety analysis (JSA) shall

identify installation methods, equipment, and control methods to minimize potential fall hazards.

- B. The Contractor shall not allow any employee to walk the steel unprotected from falls. Contractor employees must be tied-off and "coon" the beam until safety cables are provided to which employees shall use 100% tie-off protection. Two lanyards are required to ensure 100% tie-off protection.
- C. A safe means of access to the level being worked shall be planned. Climbing and sliding down columns are not considered safe access and are forbidden on Authority projects.
- D. A qualified rigger shall inspect the rigging prior to each shift and each lift.
- E. Multiple lift rigging (Christmas Treeing) lifts are forbidden on Authority property and controlled projects.

2.23 AUDITS

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

2.24 RAILWAY SAFETY PRECAUTIONS

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

ANSI Z41 1991 (lace-up type over the ankle) and hearing protection (on person and worn as necessary).

2.25 FINES

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

2.26 COMPLIANCE COSTS

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

2.27 REFERENCES

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

END OF DOCUMENT