

**DRAFT REQUEST FOR PROPOSALS 8-1874**

**VIDEO SURVEILLANCE SYSTEM  
INSTALLATION AT THE ANAHEIM,  
IRVINE CONSTRUCTION CIRCLE, AND  
IRVINE SAND CANYON BUS BASES,  
AND THE ORANGE  
ADMINISTRATION BUILDING**



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

**Key RFP Dates**

<b>Issue Date:</b>	<b>September 24, 2018</b>
<b>Pre-Proposal Conference Date:</b>	<b>October 9, 2018</b>
<b>Question Submittal Date:</b>	<b>October 12, 2018</b>
<b>Proposal Submittal Date:</b>	<b>October 31, 2018</b>
<b>Interview Date:</b>	<b>December 4, 2018</b>

**FEDERAL TRANSIT ADMINISTRATION FUNDED PROJECT**

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September 24, 2018

**NOTICE OF REQUEST FOR PROPOSALS**

**RFP 8-1874: "VIDEO SURVEILLANCE SYSTEM INSTALLATION AT ANAHEIM, IRVINE CONSTRUCTION CIRCLE, IRVINE SAND CANYON BUS BASES AND ORANGE ADMINISTRATION BUILDING"**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites proposals from qualified contractors to design, furnish, and install a video surveillance system at Anaheim, Irvine Construction Circle, and Irvine Sand Canyon Bus Bases and the Orange Administration Building.

The contractor performing installation will be required to hold a valid State of California C-7 and/or C-10 license.

The Authority has set a **4%** Disadvantaged Business Enterprise (DBE) participation goal for this project.

**Proposals must be received in the Authority's office at or before 2:00 p.m. on October 31, 2018.**

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority  
Contracts Administration and Materials Management  
600 South Main Street, (Lobby Receptionist)  
Orange, California 92868  
Attention: Sonja Gettel, Senior Contract Administrator**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority  
Contracts Administration and Materials Management  
P.O. Box 14184  
Orange, California 92863-1584  
Attention: Sonja Gettel, Senior Contract Administrator**

Proposals and amendments to proposals received after the date and time specified above will be returned to the Offerors unopened.

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

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

To receive all further information regarding this RFP 8-1874, firms and subcontractors must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's online registration profile:

<u>Category:</u>	<u>Commodity:</u>
Security, Safety & Health Equipment	Surveillance Systems
Security, Safety and Health Services	Surveillance Services
Construction	Electrical Contractor Construction - Electrical Installation
Computer: Hardware & Software	Operating Systems and Network Software
	Hardware Components & Accessories
Maintenance Services - Facility	Electrical Services

A pre-proposal conference will be held on October 9, 2018, at 9:00 a.m. at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 09. Immediately following the pre-proposal conference, a site visit will be conducted at the Orange Administration Building followed by the Anaheim Bus Base. A site visit will be conducted at the Irvine Construction Circle Bus Base and Irvine Sand Canyon Bus Base on October 10, 2018. All prospective Offerors are encouraged to attend the pre-proposal conference and site visits.

The Authority has established December 4, 2018, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

**SECTION I: INSTRUCTIONS TO OFFERORS**

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

### **A. PRE-PROPOSAL CONFERENCE/SITE VISITS**

A pre-proposal conference will be held on October 9, 2018, at 9:00 a.m. at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 09. Immediately following the pre-proposal conference, a site visit will be conducted at the Orange Administration Building followed by the Anaheim Bus Base. A site visit will be conducted at the Irvine Construction Circle Bus Base and Irvine Sand Canyon Bus Base on October 10, 2018. The site visit schedule and locations are as follows:

#### **October 9, 2018**

##### **Immediately following pre-proposal conference**

Orange Administration Building  
600 South Main Street, Orange, California 92868

**1:30 p.m.**

Anaheim Maintenance & Operation Base  
1717 East Via Burton, Anaheim, California 92806

#### **October 10, 2018**

**9:00 a.m.**

Irvine Construction Circle Maintenance & Operation Base  
16281 Construction Circle West, Irvine, California 92606

**12:00 p.m.**

Irvine Sand Canyon Maintenance & Operation Base  
14736 Sand Canyon Road, Irvine, California 92618

All prospective Offerors are encouraged to attend the pre-proposal conference and site visits.

By investigation of the work site, Offeror shall be satisfied as to the nature and location of the work and shall be fully informed as to all conditions and matters, which can in any way affect the work or the cost thereof. Prospective Offerors should familiarize themselves with Authority safety rules that require that pedestrians must wear approved safety vests. **Please bring a safety vest for the site visits. OCTA Safety Rules** for motor vehicle operators and pedestrians visiting or working in an OCTA bus operations yard included in this RFP as Exhibit O.



**B. EXAMINATION OF PROPOSAL DOCUMENTS**

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

**C. ADDENDA**

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

**D. AUTHORITY CONTACT**

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

Sonja Gettel, Senior Contract Administrator  
Contracts Administration and Materials Management Department  
600 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584  
Phone: 714.560.5562, Fax: 714.560.5792  
Email: sgettel@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist or agent hired by the proposer 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 proposer, subcontractor, lobbyist or agent hired by the proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority.

**E. CLARIFICATIONS**

**1. Examination of Documents**

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

firms registered on CAMM NET under the commodity codes specified in this RFP.

**2. Submitting Requests**

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on October 12, 2018.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
  - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
  - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
  - (3) Facsimile: (714) 560-5792.
  - (4) Email: [sgettel@octa.net](mailto:sgettel@octa.net)

**3. Authority Responses**

Responses from the Authority will be posted on CAMM NET, no later than October 18, 2018. Offerors may download responses from CAMM NET at <https://cammmnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Sonja Gettel, Senior Contract Administrator.

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

<u>Category:</u>	<u>Commodity:</u>
Security, Safety & Health Equipment	Surveillance Systems
Security, Safety and Health Services	Surveillance Services
Construction	Electrical Contractor Construction - Electrical Installation
Computer: Hardware & Software	Operating Systems and Network Software
	Hardware Components & Accessories
Maintenance Services - Facility	Electrical Services

Inquiries received after 5:00 p.m. on October 12, 2018, will not be responded to.

## **F. SUBMISSION OF PROPOSALS**

### **1. Date and Time**

Proposals must be received in the Authority's office at or before 2:00 p.m. on October 31, 2018.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

### **2. Address**

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority  
Contracts Administration and Materials Management (Camm)  
600 South Main Street, (Lobby Receptionist)  
Orange, California 92868  
Attention: Sonja Gettel, Senior Contract Administrator**

Or proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority  
Contracts Administration and Materials Management (Camm)  
P.O. Box 14184  
Orange, California 92863-1584  
Attention: Sonja Gettel, Senior Contract Administrator**

**3. Identification of Proposals**

Offeror shall submit an **original and 6 copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number. In addition to the above, Proposers shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD or DVD, or flash drive.

**4. 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 postpone proposal openings for its own convenience.
- d. 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.

**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 firm-fixed price contract specifying firm-fixed prices for individual tasks specified in the Scope of Work, included in this RFP as Exhibit A.

**L. SAFETY SPECIFICATIONS**

Offerors shall comply with Safety Specifications Level 2 for RFP 8-1874 as included in this RFP as Exhibit N, during the term of the awarded Agreement.

**M. CONFLICT OF INTEREST**

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

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

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

**N. PREVAILING WAGES**

This project is funded under a financial assistance contract by the U.S. Department of Transportation and is subject to all conditions of the Davis-Bacon Act (40 U.S.C. 3141–48), as supplemented by the Department of Labor Regulations

29 CFR Part 5, and the Labor Code of the State of California commencing in Section 1770 et. seq. It is required that all mechanics and laborers employed or working at the site be paid not less than the current basic hourly rates of pay and fringe benefits. Wage schedules are available at the Authority's Offices, which shall be made available to any interested party upon request, or on the internet at:

[http://www.dir.ca.gov/OPRL/statistics\\_research.html](http://www.dir.ca.gov/OPRL/statistics_research.html) and  
<http://www.access.gpo.gov/davisbacon/>.

Offerors shall utilize the relevant prevailing wage determinations in effect on the first advertisement date of the Notice of Request for Proposals. In the event there are any differences between the minimum wage rates as determined by the United States Secretary of Labor and those determined by the State of California, the highest rate must be paid. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Department of Industrial Relations shall monitor and enforce compliance with applicable prevailing wage requirements for this Agreement. The reporting requirements may be found at:

<https://www.dir.ca.gov/Public-Works/Contractors.html>

Offeror is responsible for complying with all requirements of the Department of Industrial Relations, including filing electronic payroll reports.

**O. CODE OF CONDUCT**

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

**P. 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, acting on behalf of the district, 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.

**Q. DISADVANTAGED BUSINESS ENTERPRISE**

The Authority has established a four percent (4%) Disadvantaged Business Enterprise (DBE) participation goal for the services required in this solicitation.

**R. “BUY AMERICA” REQUIREMENTS**

If the proposed price is greater than one hundred and fifty thousand dollars (\$150,000), Offeror is required to complete the form titled “Bidder’s Certificate Regarding ‘Buy America’ Requirements for Steel, Iron, or Manufactured Products.” This form requires Offeror to certify that it will meet the requirements of 49 U.S.C. 5323(j) and the applicable regulations in 49 C.F.R. Part 661.

**S. PERMITS AND INSPECTION COSTS**

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

**T. EXECUTION OF CONTRACT**

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

**U. LIQUIDATED DAMAGES**

The Authority reserves the right to assess liquidated damages related to Contractor’s performance, time and schedule and delay against the Contractor, as detailed in the Proposed Agreement included in this RFP as Exhibit C.

**V. PUBLIC RECORDS AND INFORMATION**

Proposals received by Authority are considered public information and will be made available to the public if requested to do so. In no event shall the Authority or any of its agents, representatives, consultants, directors, officers, or employees be liable to an Offeror for the disclosure of any materials or information submitted in response to the RFP.



**SECTION II: PROPOSAL CONTENT**

## **SECTION II. PROPOSAL CONTENT**

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

#### **1. Format**

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. 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.

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

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

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

#### **3. Technical Proposal**

- a. Qualifications, Related Experience and References of Offeror

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

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

Offeror to:

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

**b. Proposed Staffing and Project Organization**

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

Offeror to:

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

c. Work Plan

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

Offeror to:

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

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

d. Exceptions/Deviations

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

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

#### 4. Cost and Price Proposal

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

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

#### 5. Appendices

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

### B. FORMS

#### 1. Campaign Contribution Disclosure Form – Exhibit D

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 Boards 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. Offeror is required to submit only one copy of the completed form(s) as part of its proposal and it should be included in only the original proposal. The prime consultant, subcontractors, lobbyists and agents are required to report all campaign contributions from the proposal submittal date up and until the Board of Directors makes a selection, which is currently scheduled for February 25, 2019.

#### 2. Status of Past and Present Contracts Form – Exhibit E

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

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

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

**3. Disadvantaged Business Enterprise Program and Forms – Exhibit F**

Bidders shall complete the following forms set forth in “DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROVISIONS FOR DOT-ASSISTED CONTRACTS”:

- DBE Participation Commitment(s) Form
- Bidders List
- DBE Information – Good Faith Efforts

**4. Restrictions on Lobbying Form – Exhibit G**

As a recipient of federal funds, the Authority is required to certify compliance with the influencing restrictions and efforts of Offeror to influence federal officials regarding specific procurements in excess of \$100,000 that must be disclosed pursuant to section 1352, Title 31, U.S. Code.

This RFP includes, under Exhibit G, the following: a certification form entitled “Certification of Restrictions on Lobbying,” the office of Management and Budget (OMB) Standard Form LLL entitled “Disclosure of Lobbying Activities,” and a document entitled “Limitation on Payments to Influence Certain Federal Transactions.”

The Offeror to this solicitation will be required to complete and submit to the Authority in their proposal, the certification form entitled “Certification of Restrictions on Lobbying” whether or not any lobbying efforts took place. If the Offeror did engage in lobbying activities, then OMB Standard Form LLL “Disclosure of Lobbying Activities” must also be completed and submitted to the Authority.

**5. Bidders Certificate Regarding “Buy America” Form – Exhibit H**

If the proposed price is greater than one hundred and fifty thousand dollars (\$150,000), Offeror is required to complete the form titled “Bidder’s Certificate Regarding ‘Buy America’ Requirements for Steel, Iron, or Manufactured Products.” This form requires Offeror to certify that it will

meet the requirements of 49 U.S.C. 5323(j) and the applicable regulations in 49 C.F.R. Part 661.

**6. Certification of Consultant Commission and Fees – Exhibit I**

In receiving federal funds, Offerors are required to complete the Certification of Consultants, Commissions and Fees form. This form is to be included with the Offeror's proposal.

**7. Proposal Exceptions and/or Deviation Form – Exhibit J**

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

**8. Contractual Exhibits/Post Award Submittals**

**8.1 Performance Bond – Exhibit K**

The successful Offeror shall furnish at its own expense a Performance Bond (Exhibit K) satisfactory to the Authority in the amount of one hundred percent (100%) of the full amount of the contract as a guarantee of good faith on behalf of the Contractor that the terms of the contract, including all warranty provisions, shall be complied with in every particular. The bond shall be issued by a corporation surety (not an individual surety) required in the state of California and registered to do business in the county of Orange. The bond shall not be issued from a corporation surety that requires a funds control, funds disbursement, or funds administration company for the issuance of the performance bond.

The bond shall specifically provide that if the Contractor, or its subcontractor, fails to fully perform that the surety or sureties will pay for the same in an amount not exceeding the amount specified in the bond and in case suit is brought against the Authority, that the surety will undertake the defense of same.

**8.2 Payment Bond – Exhibit L**

The successful Offeror shall furnish a Payment Bond (Exhibit L) satisfactory to the Authority in the amount of one hundred percent (100%) of the full amount of the contract. Such bonds shall be in effect during the entire term of the contract and warranty and shall be issued directly by a corporate surety (not an individual surety) registered in the state of California and registered to do business in the county of Orange. The bond shall not be



issued from a corporation surety that requires a funds control, funds disbursement, or funds administration company for the issuance of the performance bond.

The bond shall specifically provide that if the Contractor fails to pay for amounts due under the Employment Insurance Act that the surety or sureties will pay for the same in an amount not exceeding the amount specified in the bond and in case suit is brought against the Authority, that the surety will undertake the defense of same.

Pursuant to California Civil Code Sections 9550 through 9554, in conjunction with the Bond and Undertaking Law (Code of Civil Procedure Sections 995.010, et. seq.), Offerors must provide the following information as part of their payment bond; a certificate of Authority from the Orange County Clerks Office indicating that the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed Authority has been granted.

### **8.3 Guaranty – Exhibit M**

The successful Offeror shall also submit to the Authority the executed and notarized Guaranty form (Exhibit M) in this RFP.

All forms must be completed and submitted to the Contract Administrator responsible for this procurement within ten (10) calendar days of award notice by the Authority. Failure to submit the completed and signed forms will result in cancellation of the award.

### **8.4 Safety Specifications – Exhibit N**

Offerors shall comply with Safety Specifications Level 2 as included in this RFP as Exhibit N, during the term of the awarded Agreement.

**SECTION III: EVALUATION AND AWARD**

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

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

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

- 1. Qualifications of the Firm 20%**

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

Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
- 3. Work Plan 30%**

Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price 20%**

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

#### **B. EVALUATION PROCEDURE**

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established December 4, 2018, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend

the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the proposal evaluations, 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 decision to the full Board of Directors for final action.

**C. AWARD**

The Authority will evaluate the proposals received and will submit, with approval of the Transit Committee, the proposal considered to be the most competitive to the Authority's Board of Directors, for consideration and selection. The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

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

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

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

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

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the

Authority must receive it within three (3) business days of notification of the contract award.

**EXHIBIT A: SCOPE OF WORK/PROJECT SPECIFICATIONS**



ORANGE COUNTY TRANSPORTATION AUTHORITY

**VIDEO SURVEILLANCE SYSTEM INSTALLATION  
AT  
ANAHEIM, IRVINE CONSTRUCTION CIRCLE, IRVINE  
SAND CANYON BUS BASES  
AND  
ORANGE ADMINISTRATION BUILDING**

**SCOPE OF WORK / PROJECT  
SPECIFICATIONS**

**RFP 8-1874**

September 2018

**ORANGE COUNTY TRANSPORTATION AUTHORITY**  
**VIDEO SURVEILLANCE SYSTEM INSTALLATION**  
**AT ANAHEIM, IRVINE CONSTRUCTION CIRCLE, IRVINE SAND CANYON**  
**BUS BASES, AND ORANGE ADMINISTRATION BUILDING**

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**SECTION 01 11 00  
SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. RFP documents: The Contractor shall obtain all copies of the RFP documents including all addenda through the OCTA CAMMNET website, as required to perform the Work. The cost for obtaining any additional documents required for the contractor shall be included in the proposal and no additional compensation will be allowed.
- B. All RFP documents, and copies furnished by the Authority are its property. They are not to be used on other work. The location of the work, its general nature and extent, and the form and general dimensions of the project and appurtenant works are shown on the RFP documents which are hereby made a part of these specifications as listed herein.
- C. The general intent of the RFP documents is that the Contractor shall:
  - 1. Furnish final design documents and obtain permits from jurisdictional agencies necessary for installation of the Video Surveillance System (VSS) at OCTA Anaheim bus base, Irvine Construction Circle bus base, Irvine Sand Canyon bus base, and Orange administration office building 600.
  - 2. Furnish tools, qualified labor, material, equipment, qualified superintendence, and services, assurances and guarantees, and assumptions of risk and responsibility, necessary for the performance of installation of VSS at OCTA facilities mentioned above and as set forth in the RFP documents unless otherwise specifically provided.
  - 3. Begin work promptly and proceed expeditiously and continuously without cessation or shutdown of Work unless otherwise specifically approved in writing by the OCTA Engineer or directed by the RFP documents.
  - 4. Perform, complete, and make ready for its intended purpose, within the times specified, including additional times provided for certain conditions, the work or parts thereof all in accordance with RFP documents, and modifications thereto and directions or instructions the OCTA Project Manager may give to supplement the drawings and specifications. The Contractor shall retain sole responsibility and expense for quality control of the work.
- D. Words and abbreviations which have well-known technical or trade meanings are used in the RFP documents in accordance with such recognized meanings.

- E. The organization of the RFP documents shall not control the Contractor in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade. Study and compare the RFP documents and immediately report to the OCTA Project Manager any error, inconsistency, or omission that may be discovered. Contractor shall be liable to OCTA for damage resulting from unreported errors, inconsistencies, or omissions in the RFP documents.
- F. It will be the responsibility of the Contractor to stage the installation activities at the project site, using the Site Specific Work Plan process (SSWP)
- G. Ownership of Materials:
  - 1. Materials furnished by the Contractor under this contract shall become the property of the OCTA.
- H. General Summary of Work:
  - 1. The project work consists of final design, labor, materials, equipment, supplies, testing and accessories required to complete installation of VSS, support conduit and connections to support VSS at OCTA Anaheim bus base located at 1717 East Via Burton, Anaheim, CA 92806, Irvine Construction Circle bus base located at 16281 Construction Circle West, Irvine, CA 92606, Irvine Sand Canyon bus base located at 14736 Sand Canyon Road, Irvine, CA 92618, and Orange Administration office building 600 located at 600 South Main Street, Orange, CA 92863 in accordance with the RFP documents.
  - 2. The descriptions provided in this section are general in nature and are not meant to detail all work required by the RFP documents.
- I. Other features of the work include, but are not limited to, the following:
  - 1. Complete mobilization and demobilization.
  - 2. Obtaining of necessary installation and related permits from various jurisdictional agencies. Contractor shall be responsible for all related fees from various jurisdictional agencies.
  - 3. Obtain and pay for all licenses required by all jurisdictions associated with the approval and requirements of the project.

## **1.02 INTENT OF RFP DOCUMENTS**

- A. The intent of the RFP documents is to prescribe the requirements for design, installation, and completion of the work that the Contractor undertakes to perform in accordance with the terms of the RFP documents. Unless otherwise required by the Authority, the Contractor shall furnish final design documents, all labor, materials, tools, equipment, and incidentals, and perform all the work involved in executing the installation of the VSS in a satisfactory and workmanlike manner.

- B. Drawings and specifications are essential parts of scope of work in the RFP documents, and a requirement indicated in one is binding as though indicated in all. Contractor shall furnish drawings and specifications in details with the best industry practice and use only materials and workmanship of the first quality. Final design documents, especially camera locations shown on plans, are subject to final approval by OCTA prior to installation. Contractor shall make the following submittals: Conceptual design review, 100% code compliance, and final construction permit review.
- C. Ethernet switches, uninterrupted power supplies, and Network Video Recorder will be Owner/OCTA furnished materials. Contractor shall perform all work indicated in the RFP documents including to complete plans, specifications, installation, programming, and all related work.
- D. Contractor shall complete final design documents for a facility (a bus base or admin buildings) before installation of the VSS at that location. However, Contractor is allowed to perform work for multiple facilities concurrently.
- E. Summaries or introductory descriptions of the work of individual specification sections do not limit requirements. The Contractor's responsibilities include all requirements for proper execution of the work.
- F. Division 01 of the specifications governs all divisions. Comply with Division 01 requirements whether or not referenced in individual sections in Divisions 26-28.
- G. References to the singular include the plural and do not imply that only one unit of a product is required.
- H. Unless an object or activity is specified to be less than the total, the quantity or amount is all of the object or activity.
- I. Unless a requirement is specified to apply for a limited time, it applies for the duration of the work.
- J. "Including," "such as," "as follows," and similar terms do not limit the meaning to only items listed. The phrase "but not limited to" is understood to follow these expressions.
- K. All items in a list apply unless the items are specified as choices.

### **1.03 REFERENCE MATERIAL**

- A. Reference specifications or standards referred to in the RFP documents shall be the most recent version developed as of award of the Agreement. Where referenced standards refer to the "specifications" or the "special conditions," this shall be understood by Contractor to mean the RFP documents. Contractor is responsible to obtain all reference material at its own expense and to make itself familiar with the requirements therein.

**1.04 PROJECT ACCESS AND INSTALLATION LIMITS**

- A. Contractor shall submit a Traffic Management Plan outlining access to the job site and maintaining the facility operational at all times.
- B. Installation activity shall be within the normal work hours between 7:00 am to 4:00 pm Monday through Friday. Installation area shall be cordoned off using temporary barriers unless otherwise noted on RFP documents. Contractor shall coordinate with OCTA staff on developing and executing phasing plans and on work windows.

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

**PART 4 – MEASUREMENT AND PAYMENT**

No separate measurement or payment shall be made under this section.

**END OF SECTION**

**SECTION 01 14 22**  
**RULES AND HOURS OF OPERATION**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. This section outlines rules and hours of operation to which Contractor shall conform during the execution of the work under this contract. It is Contractor's responsibility to ensure that these rules are acceptable to OCTA.

**1.02 REFERENCE STANDARDS**

- A. Comply with the provisions of applicable local, State, and Federal codes, standard plans and specifications, and recommended practices, and with OCTA policy, including:
  - 1. SSPWC: Public Works Standards, Inc., Standard Specifications for Public Works Construction.
  - 2. Caltrans: California Department of Transportation, Trenching and Shoring Manual.
  - 3. Cal/OSHA: California Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA) regulations.
  - 4. OSHA: Federal Occupational Safety and Health Administration regulations.

**1.03 SUBMITTALS**

- A. Site Specific Work Plan (SSWP) containing the information specified herein.

**1.04 PROJECT COORDINATION**

- A. Cooperate with the OCTA Project Manager in all matters requiring coordination.
- B. Coordinate execution of the work with the OCTA Project Manager to eliminate or minimize to the greatest extent possible interference with bus operations.
- C. Keep OCTA Project Manager fully informed regarding all work.

**1.05 CONTRACTOR'S RESPONSIBILITY**

- A. Perform work in accordance with the contract and all applicable codes, ordinances, rules, regulations, orders, and other legal requirements of governmental bodies and public agencies having jurisdiction, including the OCTA.
- B. Damage caused by Contractor to third-party property, signal and communications equipment, or other facilities shall be repaired at Contractor's expense to a condition equal or better than the condition prior to Contractor entry and as accepted by the OCTA Project Manager. At the sole discretion of the OCTA Project Manager, the OCTA Project Manager may direct repairs to be performed by other contractors. Charges for those repairs shall be deducted from Contractor's payment due under this Contract.
- C. Items shown on the drawings to be protected in place, or not identified as part of demolitions, removals, or modifications, shall be protected in place in accordance with SSPWC Section 7-9, Protection and Restoration of Existing Improvements, at no additional cost to the OCTA.
- D. Perform work within the operating envelope or which affects the operating system only after submitting a Site Specific Work Plan (SSWP) and receiving written approval of the SSWP from the OCTA Project Manager.
- E. Furnish all labor, materials, and equipment as required to perform and complete the work within the work windows in accordance with the approved schedule in the SSWP.

**1.06 SSWP – GENERAL CONTRACTOR REQUIREMENTS**

- A. SSWPs with potential to impact normal functioning of any part of the operating system shall include a detailed schedule of events indicating the expected hourly progress of each activity that has duration of one hour or longer. The schedule shall include a time at which each activity planned under the SSWP and the requested work window will be completed. The total duration of the installation activities shall be less than the approved work window. Contractor's failure to complete scheduled activities by the planned time or to put in place an approved contingency plan may adversely impact the operations of the bus base.
- B. The SSWP shall be prepared by the Contractor and shall include the following information:
  - 1. All activities necessary to perform installation activities.
  - 2. Conformance with all other requirements applicable under the contract documents.
  - 3. A schedule for the work showing each activity and where and how it affects normal operation. Each activity in the plan shall include all labor, materials, and equipment required to complete the activity within the OCTA allotted time period.

4. List of approved proposed work plans to be performed under the SSWP, with names and phone numbers of Contractor's supervisors in charge of SSWP tasks.
- C. SSWPs must be of sufficient details, clarity, and organization to permit easy review and approval by the OCTA Project Manager before the proposed work is performed. SSWPs shall be submitted to the OCTA Project Manager as follows:
  1. At least 14 calendar days prior to start of work.
- D. The OCTA Project Manager may request explanations and changes to the SSWP to conform the SSWP to the requirements of the contract documents. If the SSWP is not acceptable, Contractor shall revise the SSWP to make it acceptable. Contractor is responsible for submitting a revised SSWP that can be reviewed and approved by the OCTA at least seven days in advance of any work.
- E. Contractor will be informed if the SSWP is acceptable not less than seven calendar days prior to the scheduled start of work within the operating envelope. Once the SSWP is accepted, Contractor shall assemble the resources necessary to perform the work represented by the SSWP, so that necessary resources are available one day before the work is to be accomplished. At that time, the OCTA Project Manager will make a final decision as to whether or not the work is to proceed as planned or will be canceled. The prime consideration will be the stage of readiness of Contractor, which Contractor shall demonstrate to the OCTA Project Manager.

#### **1.07 SSWP – SPECIAL CONTRACTOR REQUIREMENTS**

- A. Contractor shall provide sufficient personnel, equipment, materials, and all other resources necessary to return impacted facilities to full service upon the conclusion of the approved work window.
- B. Contractor shall perform the work expeditiously and continuously with no gaps or breaks in work activities or substantive reductions in the labor force, equipment, and materials necessary to construct, reconstruct, or repair the impacted facility to full service upon conclusion of the approved work window.

#### **1.08 WORK WINDOWS - GENERAL**

- A. Site-specific available work windows shall be as approved by the OCTA Project Manager under established procedures.
- B. Installation hours shall be limited to 7:00 am to 4:00 pm Monday through Friday unless approved in writing in advance by OCTA and appropriate regulatory agencies.

**VSS INSTALLATION AT ANA, IRCC, IRSC BUS BASES,  
AND ORANGE ADMINISTRATION BUILDING**

**RFP 8-1874  
EXHIBIT A**

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

**PART 4 – MEASUREMENT AND PAYMENT**

No payment will be made to Contractor for work of this section.

**END OF SECTION**



**SECTION 01 14 23**

**COORDINATION WITH OCTA AND LOCAL AGENCIES**

**PART 1 - GENERAL**

**1.01 SUMMARY**

A. Section Includes:

1. Requirements for coordination with OCTA and Local Agencies.

**1.02 REGULATIONS**

- A. If additional work is being performed by others, on or adjacent to the work site for this Contract, coordinate work with other activities in order to avoid conflicts.

**1.03 COORDINATION**

- A. Coordination: Contractor shall coordinate the Work as stated in the Contract.
- B. Relationship of RFP Documents: RFP Documents are intended to be complementary. What is required by one shall be as if required by all. What is shown or required, or may be reasonably inferred to be required, or which is usually and customarily provided for similar work, shall be included in the Work.
- C. Discrepancies in Contract Documents: In the event of error, omission, ambiguity or conflict in the RFP Documents, Contractor shall bring the matter to the OCTA's attention in timely manner, for the OCTA's determination and direction in accordance with provisions of the Contract.
- D. Installation Interfacing and Coordination: Layout, Phasing, and Sequencing of Work shall be solely the Contractor's responsibility. Contractor shall bring together the various parts, components, systems and assemblies as required for the correct interfacing and integration of all elements of Work. Contractor shall coordinate Work to correctly and accurately connect abutting, adjoining, overlapping and related elements, including utilities, for a complete operational system to the satisfaction of the OCTA and agencies having jurisdiction over the Project Provide adequate access for OCTA buses to pass through all areas at all times. Do not block non-active installation areas.
- E. The work shall be installation in phases where indicated on the contract drawings or specifications. A phase shall be completed and operational before proceeding to the next phase.
- F. The Contractor shall cooperate fully with all forces of the Authority. Contractor should note that additional work is being conducted on site with construction contracts and work of this contract must be coordinated amounts the trades and not additional compensation will be allowed for this coordination work.

- G. Unless otherwise directed, provide five (5) days notice of all utility outages and shutdowns. Duration of outages and shutdowns shall not hinder normal operations and maintenance of the facility. In case of accidental damage to power or utility lines, repair power or utility line immediately, provide alternate source of power to keep facility operation during the repair period.

**1.04 GENERAL REQUIREMENTS**

- A. Adhere to work window rules detailed in the approved SSWP under Section 01 14 22, Rules and Hours of Operation and the specifications.
- B. See Section 01 14 22, Rules and Hours of Operation

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

**PART 4 – MEASUREMENT AND PAYMENT**

No separate measurement or payment shall be made under this section.

**END OF SECTION**

**SECTION 01 14 25**

**PROCEDURES IN INSTALLATION**

**PART 1 - GENERAL**

**1.01 SUMMARY**

A. Section Includes:

1. Procedures used in performance of work of a general nature, including work by Contractor, Contractor use of work site, work zone limitations of site, and pollution controls.

B. Related Sections:

1. Section 01 14 22, Rules and Hour of Operation.

**1.02 WORK BY CONTRACTOR**

- A. Provide work reasonably inferred from the RFP documents as being required to produce the intended result whether or not specifically called for.
- B. Work, materials, or equipment described in words which have known technical or trade meaning shall be deemed to carry the accepted meaning of recognized standards.
- C. Complete all work enumerated under the RFP including but not limited to the following:
  1. Perform work set forth in the RFP documents.
  2. Obtain required permits, inspections, and certifications for material compliance.

**1.03 SUBMITTALS**

- A. All required submittals per OCTA Health, Safety and Environmental Specification.
- B. Material Safety Data Sheets (MSDSs).

**1.04 STORM WATER MANAGEMENT**

- A. Contractor is responsible for preventing and/or mitigating potential chemical releases, erosion and sedimentation impacts associated with storm water runoff.

Contractor shall comply with OCTA's bus base industrial SWPPP and comply with the Statewide General Permit for Storm Water Discharges Associated with Industrial Activities (IGP) order number 2014-0057-DWQ or the latest order (See link below). Contractor shall prepare and submit a best management practices (BMP) plan for OCTA's review and acceptance; and shall implement BMP plan and maintain the BMPs for the duration of the project.

[http://www.waterboards.ca.gov/board\\_decisions/adopted\\_orders/water\\_quality/2014/wqo2014\\_0057\\_dwq\\_rev\\_mar2015.pdf](http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2014/wqo2014_0057_dwq_rev_mar2015.pdf).

- B. Use best management practices (BMPs) Contractor proposes in connection with the execution of installation activity at the project site. Use BMPs included in the Construction Site Best Management Practices (BMP) Manual prepared by the California Stormwater Quality Association, [www.cabmphandbooks.com](http://www.cabmphandbooks.com).
- C. Provide copies of the contractor's BMP plan to subcontractors and keep a copy available onsite at the project office. Provide amendments to the BMP plan when there is a change in installation or operations, or where storm water runoff conditions may affect the discharge of significant quantities of pollutants to surface waters, groundwater, or separate municipal storm sewer systems. Submit the amended BMP plan to the OCTA for review and acceptance as soon as practicable, and retain the amended plan on site.
- D. Preparation and implementation of an OCTA-accepted BMP plan does not relieve the Contractor or subcontractors of their responsibilities to comply with state, county, and local governmental requirements, including those for storm water management and non-point source runoff controls.

#### **1.05 MATERIAL SAFETY DATA SHEETS (MSDS)**

- A. Material Safety Data Sheets (MSDSs) are prepared by manufacturers and suppliers of products that contain hazardous materials. Hazardous material is defined as any substance which is a physical or health hazard, or is included in the Cal/OSHA Director's List of Hazardous Substances, or is listed by the California EPA Office of Environmental Health Hazard Assessment under Title 27 of the California Code of Regulations, Section 27001, Chemicals Known to the State to Cause Cancer or Reproductive Toxicity.
- B. No hazardous materials shall be delivered, stored, or used at any work site or facility unless they are properly labeled, tagged, or marked and a copy of the MSDS has been provided to the OCTA. Provide a copy of any updated MSDS to the Engineer immediately.
- C. Maintain a file of MSDSs at the work site. Keep MSDS files current; add new or updated MSDSs immediately and provide a copy to the OCTA.
- D. See RFP Documents for OCTA Health, Safety, and Environmental Specifications for additional requirements.

**1.06 CONTRACTOR USE OF WORK SITE**

- A. Coordinate access, use, and preparation of facilities adjacent to project areas with owners and agencies. Coordination shall include but not be limited to the following:
  - 1. Staging and laydown areas for use under this Contract are as specified or shown on the Drawings. Staging and laydown areas not covered in the Contract Documents shall be requested in writing and approved by the OCTA. The OCTA may or may not grant approval. No equipment may be operated or materials stored or placed for any period of time in unfenced areas. Provide a fence to enclose each laydown or staging area within the right-of-way. Furnish the OCTA with photographs of all staging and laydown areas to document their condition prior to start of work.
  - 2. Contractor shall submit installation staging plan as a part of SSWP for review and approval by OCTA. The staging plan must be accepted by the OCTA prior to undertaking work in accordance with the staging plan.
  - 3. Prior to demobilization, restore to full serviceability fences, walls, signs, and gates affected by Contractor's access to the right-of-way.
- B. Confine work site operations to areas permitted by law, ordinances, permits, and the contract.
- C. Consider the safety of the work, OCTA patrons and property on and adjacent to the work site when determining amount, location, movement, and use of materials and equipment on work site.
- D. Do not load work site with excessive amounts of material, equipment, or other items which have the potential to interfere with the work or with bus base operations.
- E. Protect products, equipment, and materials stored on work site.
- F. Coordinate operations and secure from property owners at no cost to OCTA additional storage or work areas as needed for proper execution of the work. Adhere to the noise levels and work hours of local ordinances.
- G. Protect the general public from work-related activities, and do not unnecessarily inconvenience those persons by work activities.
- H. Submit proposed locations of staging areas for OCTA's approval.
- I. Preserve drainage facilities throughout the duration of the work so that there is no ponding or accumulation of water in any work site area, there is no flow of water diverted out of normal drainage channels. Maintain culvert inlets and outlets free of debris.
- J. Preserve existing right-of-way fences and walls, and replace any fences or walls damaged during the work to the satisfaction of the owner(s) of the fences or walls.

- K. Provide and maintain barriers and chain link fence around the work area as shown on the RFP documents.

**1.07 WORK ZONE LIMITATIONS OF SITE**

- A. In addition to site utilization limitations and requirements indicated in contract documents, divide available space equitably among subcontractors and other entities needing access and space so as to provide best overall efficiency in performance of total work of the project.
- B. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site, with minimal disruption to adjoining property owners and operations. Pick-up and delivery shall be conducted only during normal working hours and as approved by OCTA. Contractor shall give OCTA 48 hours notice prior to delivery of equipment or materials to the project site.

**1.08 POLLUTION CONTROLS**

- A. Conduct operations for the execution of the project in compliance with applicable Federal, State, and local regulations controlling pollution and noise levels related to installation work.

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

**PART 4 – MEASUREMENT AND PAYMENT**

No separate measurement or payment shall be made under this section.

**END OF SECTION**

**SECTION 01 26 13**

**REQUESTS FOR INFORMATION**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

A. Section Includes:

1. The general requirements for Contractor's requests for information and pertains to all portions of the contract documents.

**1.02 DEFINITION**

- A. A "Request for Information" is defined as a document submitted by the Contractor requesting clarification of a portion of the contract documents, hereinafter referred to as RFI.
- B. All questions and requests for clarification of the Contract Documents from the contractor and subcontractors shall be submitted in writing as a "Request for Information".

**1.03 CONTRACTOR'S REQUESTS FOR INFORMATION (RFI)**

- A. When the Contractor is unable to determine from the contract documents, the exact material, process or system to be installed, the Contractor shall request the OCTA to make a clarification of the indeterminate item. Wherever possible, such clarification shall be requested at the next appropriate project meeting, with the response entered into the meeting minutes. When clarification at the meeting is not possible, either because of the urgency of the need or the complexity of the item, the Contractor shall prepare and submit an RFI to the OCTA.
- B. RFI's shall be submitted on a form provided by the OCTA. The Contractor will be given the form electronically upon Notice To Proceed.
- C. RFI forms shall be completely filled in, and if prepared by hand, shall be fully legible after photocopying. Each page of attachments to RFI's shall bear the contract number, project name, RFI number. Each RFI shall reference a drawing number and/or Specification Section. The Contractor shall include sketches, mark ups on the contract drawings, and/or photographs to clearly demonstrate its requests or questions in each RFI. Contractor shall indicate on the RFI the date by which response is required.
- D. RFI's from Subcontractors or Material suppliers shall be submitted through, reviewed by, and signed by the Contractor prior to submittal to the OCTA.

- E. Prior to submitting an RFI, the Contractor shall carefully study the Contract Documents to assure that the requested information is not available therein. Contractor shall be responsible for insuring that RFI's are not frivolous or excessive.
- F. Frivolous RFIs: Frivolous RFIs include requests for information shown in the contract documents or resulting from Contractor's failure to study and compare contract documents or to coordinate its own work; and RFIs that are incomplete, contain errors, or include unrelated items. The cost in time and materials on the part of OCTA and related design professionals to review unnecessary or frivolous RFIs will be assessed and deducted from the Contractor's final payment.
- G. RFI's shall not be used for the following purposes:
  - 1. To request approval of submittals.
  - 2. To request approval of substitutions.
  - 3. To request changes which entail additional cost or credit or changes in the contract time.
  - 4. To request different methods of performing work than those shown or specified.
- H. In the event the Contractor believes that a clarification by the OCTA results in additional cost, the Contractor shall not proceed with the Work indicated by the RFI until a Change Order is prepared and approved. Answered RFI's shall not be construed as approval to perform extra work.
- I. RFIs submitted to request clarification of issues related to means, methods, techniques and sequencing of installation, or to establish scope of subcontractors' work will be returned without response.
- J. Unanswered RFI's will be returned with a stamp or notation indicating: "Not Reviewed."
- K. Assign each RFI a sequential number starting from 001. Contractor shall prepare and maintain a log of RFI's and, at any time requested by the OCTA, Contractor shall furnish copies of the log showing all outstanding RFI's. Contractor shall also note all unanswered RFI's in the log.
- L. Contractor shall allow for 14 calendar days review and response time for RFI's.

#### **1.04 RESPONSE TO RFI'S**

- A. OCTA's response to RFIs will be in writing. RFIs received after 12:00 noon will be considered as received on the following working day for purposes of establishing the start of the 14 day response time. OCTA's response may include a request for additional information, in which case OCTA's time for response will date from time of receipt of additional information.



- B. No extension of time will be granted because of Contractor's failure to submit RFIs in a timely manner or to allow a sufficient amount of time for review.
- C. OCTA's response will confirm a stated interpretation or solution or otherwise interpret the design intent; this may include an alternative solution, consistent with the design intent of the Contract Documents. Where such a solution would result, in the contractor's opinion, in an extra cost or time extension to the project, contractor shall notify the OCTA prior to implementing the response.
- D. Each RFI and the OCTA's response shall become a part of the Contract Documents. To the extent that OCTA's response changes, modifies or amends any portion of the Contract Documents, the response shall be deemed sufficient. No revised Contract Documents will be issued unless the RFI response is insufficient in providing direction to the Contractor. Whenever possible, revised contract documents will be issued in 8-1/2x11 inch or 11x17 inch size, suitable for inclusion with the RFI response. Re-issuance of full size drawings or sets of drawings will be kept to an absolute minimum.

#### **1.05 SPOKEN COMMUNICATIONS**

- A. Any spoken instructions given to the Contractor on the job site by any person other than the OCTA's personnel is subject to nullification by the OCTA. Contractor shall obtain written documentation of any and all spoken instructions (especially if instructions may reflect an addition to or deduction from the contract sum) from the OCTA prior to commencement of the work resulting from the verbal instructions.

#### **PART 2 – PRODUCTS**

Not Used

#### **PART 3 – EXECUTION**

Not Used.

#### **PART 4 – MEASUREMENT AND PAYMENT**

No separate measurement or payment shall be made under this Section.

**END OF SECTION**

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**SECTION 01 31 00**

**PROJECT MANAGEMENT AND COORDINATION**

**PART 1 – GENERAL**

**1.01 SUMMARY**

**A. Section Includes:**

1. Administrative provisions for coordinating installation operations on project including, but not limited to, the following:
  - a. General project coordination procedures.
  - b. Administrative and supervisory personnel.
  - c. Project meetings.

**B. Contractor is responsible for coordination with OCTA selected material suppliers and contractors involved in the project.**

**C. Related Sections:**

1. Section 01 32 00, Installation Progress Documentation, for preparing and submitting Contractor's installation schedule.
2. Section 01 77 00, Closeout Procedures, for coordinating closeout of the contract.
3. Individual specification sections for normal startup, testing, and adjusting procedures required.

**1.02 COORDINATION**

- A. Coordination:** Coordinate installation operations with those of other OCTA selected material suppliers and contractors. Coordinate installation operations included in different sections of the specifications to ensure efficient and orderly installation of each part of the work. Coordinate installation operations, included in different sections, which depend on each other for proper installation, connection, and operation. Contractor is responsible for progress and performance of the work, and shall provide direction to others as required to properly coordinate trades and processes.

1. Schedule installation operations in sequence required to obtain the best results where installation of one part of the work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
  4. Coordinate equipment installation requirements with equipment contractors to prevent delays and facilitate proper installation. Acknowledge, accommodate, and respect equipment contractors' needs for access to the work for the periods required to complete equipment installation. Incorporate these periods into the installation progress schedule and work plan before commencing work.
- B. Prepare memoranda for distribution to each party involved (including OCTA and separate contractors and suppliers) outlining special procedures required for coordination. Include such items as required notices, actions, reports, and list of attendees at meetings.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction/installation activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's installation schedule.
  2. Installation and removal of temporary facilities and controls.
  3. Delivery and processing of submittals.
  4. Progress meetings.
  5. Pre-installation conferences.
  6. Commissioning, Startup and adjustment of systems.
  7. Training activities.
  8. Project closeout activities.
- D. Conservation: Coordinate installation activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

**1.03 KICKOFF MEETING**

- A. The OCTA will schedule the Kickoff Meeting (Pre-installation meeting) after the Contractor has been provided the written Notice to Proceed.
- B. OCTA will distribute a notice of this meeting, along with an agenda of the subjects to be addressed at least one (1) work day prior to the meeting.
- C. Contractor's Installation Project Manager and key staff, shall attend the meeting.
- D. The following is a minimum agenda for the Kickoff Meeting:
  - 1. OCTA will explain and discuss:
    - a. Laws, codes, maintenance of traffic, permits, quality control, inspection, and related items.
    - b. Preparation, submittal, and review of Site Specific Work Plans (SSWP)
    - c. Procedures for processing RFI's and Submittals
    - d. Monthly invoice cutoff dates, and procedures for processing Applications for Payment.
    - e. Distribution of additional contract documents.
    - f. Preparation of record documents.
    - g. Use of the premises.
    - h. Work restrictions and permitted working hours.
    - i. Owner's occupancy requirements.
    - j. Responsibility for temporary facilities and controls.
    - k. Procedures for disruptions and shutdowns.
    - l. Installation waste management and recycling.
    - m. Parking availability.
    - n. Areas available for Contractor's Office, work, and storage areas.
    - o. First aid.
    - p. Security.

- q. Progress cleaning.
- r. Health, Safety and Environmental Specifications in the Agreement.
- 2. The Contractor shall introduce, explain, and discuss the following:
  - a. Contractor's representatives and personnel, briefly describing each person's responsibilities, and furnishing complete contact information for the Contractor's staff.
  - b. Arrangements for safety, first aid, emergency actions, and security.
  - c. A list of Subcontractors and suppliers.
  - d. Sequence of critical Work, the installation schedule and the submittal schedule.
  - e. Plan for installation sequencing of entire Contract, general worksite layout, temporary facilities, erosion and sedimentation control plans, haul routes, noise, air and water pollution control and temporary closure plans.
  - f. Status of coordination and notification for utility Work.
  - g. Locations and use of office, storage, parking and installation areas.
  - h. Method of providing security to the Worksite.
  - i. Installation methods and coordination of Work within the provisions of the Contract Documents.
  - j. Coordination with the Work of Subcontractors and procedures for sharing access to the Worksite.
  - k. Plan for deliveries of major installation equipment and deliveries of long lead-time materials and products needed during the installation in this Contract.

#### **1.04 PROGRESS MEETINGS**

- A. Progress meetings will be scheduled by OCTA on a weekly basis and more often as necessary. OCTA will make every effort to accommodate the Contractor's availability in establishing the meeting schedule.
- B. Attendees: In addition to OCTA and representatives of the Contractor, subcontractors, suppliers, and other entities concerned with current progress or involved in planning, coordination, or performance of future activities shall be

represented at these meetings. All participants at the meeting shall be familiar with project and authorized to conclude matters relating to the work.

- C. Meetings will focus on the competent and timely execution of the Work under the Contract. The OCTA will chair these meetings. Weekly site meetings will start when Contract Work commences. At the weekly meetings the Contractor shall present a review of the following topics:

1. Safety and accidents.
2. Contractor's Schedule status.
3. Progress according to the current approved schedule.
4. Presentation of new 28-day schedule.
5. Critical activities on the 28-day schedule.
6. OCTA's needs and requests
7. Specific late items of Work.
8. Overall Project schedule status.
9. Contract time.
10. Public impacts, notifications, and contacts.
11. RFI, submittal and change order logs and status.
12. Contract Issues including:
  - a. Status of proposal requests.
  - b. Pending changes.
  - c. Status of Change Orders.
  - d. Pending claims and disputes.
  - e. Documentation of information for payment requests.

**1.05 PRE-INSTALLATION CONFERENCES:**

- A. Contractor shall conduct a pre-installation conference at Project site before each installation activity that requires coordination with other construction/installation, as required in individual specification sections.

- B. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advice OCTA of scheduled meeting dates.
- C. Suggested Agenda: Review progress of other installation activities and preparations for the particular activity under consideration, including requirements for the following:
  - 1. RFP Documents.
  - 2. Options.
  - 3. Related RFIs.
  - 4. Purchases.
  - 5. Deliveries.
  - 6. Submittals.
  - 7. Review of any required mockups.
  - 8. Possible conflicts.
  - 9. Compatibility problems.
  - 10. Time schedules.
  - 11. Weather limitations.
  - 12. Manufacturer's written recommendations.
  - 13. Warranty requirements.
  - 14. Compatibility of materials.
  - 15. Acceptability of substrates.
  - 16. Installation procedures.
  - 17. Coordination with other work.
  - 18. Required performance results.
  - 19. Protection of adjacent work.



- D. Contractor shall record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
- E. Reporting: Distribute minutes of the meeting to OCTA, each party present and to other parties requiring information.
- F. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the work and reconvene the conference at earliest feasible date.

**1.06 PROJECT CLOSEOUT MEETING:**

- A. OCTA will schedule and conduct a project closeout conference, at a time convenient to Contractor, but no later than 15 calendar days prior to the scheduled date of Substantial Completion. The conference will review requirements and responsibilities related to project closeout.
- B. Attendees: OCTA, Contractor's key personnel, major subcontractors and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with project and authorized to conclude matters relating to the work.
- C. Agenda: OCTA will introduce and discuss items of significance that could affect or delay Project closeout, including the following:
  - 1. Preparation of record documents.
  - 2. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
  - 3. Submittal of written warranties.
  - 4. Requirements for preparing operations and maintenance data.
  - 5. Requirements for demonstration and training.
  - 6. Preparation of Contractor's punch list.
  - 7. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
  - 8. Final Submittal procedures.
  - 9. Coordination of separate contracts.

10. Owner's partial occupancy requirements.
11. Installation of Owner's fixtures, and equipment.
12. Responsibility for removing temporary facilities and controls.

## **PART 2 - PRODUCTS**

Not Used.

## **PART 3 - EXECUTION**

### **3.01 REPORTING**

- A. Minutes: OCTA Project Manager will record significant discussions and agreements achieved at all conference chaired by OCTA Project Manager, including kickoff meeting, progress meetings and project closeout meeting. OCTA Project Manager will distribute the meeting minutes to everyone concerned within five (5) working days of the meeting.

## **PART 4 - MEASUREMENT AND PAYMENT**

No separate measurement or payment shall be made under this section.

**END OF SECTION**

**SECTION 01 32 00**

**INSTALLATION PROGRESS DOCUMENTATION**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. This Section specifies the requirements for preparation of a preliminary schedule, a Contractor's Progress Schedule, related narratives, and progress reporting.
- B. The reports and schedules shall be designed to:
  - 1. Assure adequate planning and execution of the Work so that the Work is completed within the number of calendar days allowed in the Contract
  - 2. Assist the Contractor and OCTA Project Manager in appraising:
    - a. The attainability of the proposed schedule.
    - b. Conformance to contract requirements.
    - c. The progress of Work.
- C. For all schedules and scheduling requirements/activities related to this Contract, the Contractor shall utilize Primavera Project Planner version 7 or later, or Microsoft Project software as directed by the OCTA Project Manager.

**1.02 SUBMITTALS**

- A. Submit the following information under the provisions of 01 33 00, Submittal Procedures. All electronic file submittals shall include the entire schedule, which is typically provided by utilizing the file backup routine in the software. Electronic submittals shall be on read-only compact disc (CD-ROM) media.
  - 1. Installation Schedule (with narrative) in print and electronic format.
  - 2. Contractor's Progress Schedule in print and electronic format.
  - 3. Weekly Progress Reports (28 day schedule) in print and electronic format.
- B. Milestones, as specified in the Contract Documents, shall be incorporated into all areas of the scheduling process.

**1.03 CONTRACTOR'S INSTALLATION SCHEDULE (BASE SCHEDULE)**

- A. Within five (5) calendar days of the Notice to Proceed, the Contractor shall prepare and submit to the Engineer for approval a detailed schedule of work. This schedule shall indicate the areas in which the Contractor anticipates working and the dates during which installation operations will be performed. All submittals by the Contractor shall be listed as separate activities in the schedule. The Contractor shall submit three (3) hard copies and a PDF file of the schedule to the Engineer for approval.
- B. The detailed schedules shall be of the bar chart or network diagram method, at the Contractor's option. The schedule shall be comprehensive, covering activities at the site of the work, procurement, and installation.
- C. The schedule shall identify work items or Milestones that affect or are affected by OCTA Project Manager, other utilities, and other third parties including Subcontractors.
- D. The work activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that, in the judgment of the OCTA Project Manager, it provides an appropriate basis for monitoring and evaluating the progress of the Work. A work activity is defined as any activity requiring time and resources (manpower, equipment and/or material) to accomplish. Activity durations will be in workdays. Typical installation activity durations should be between 3 and 14 workdays. Exceptions may be reviewed by the OCTA Project Manager where sub-schedules will be used to define critical portions of prime schedules, materials delivery, key submittals, etc. Activities shall include but not necessarily be limited to the following:
  - 1. Project mobilization.
  - 2. Submittal and review of plans and procedures.
  - 3. Procurement of Materials.
  - 4. Each item of Work.
  - 5. Final cleanup.
  - 6. Final inspection.
  - 7. All activities by Contractor, OCTA Project Manager, and others, which affect progress or required dates for completion, or both, for each part of the Work.
  - 8. Release of areas to OCTA Project Manager according to Milestone Dates.
- E. Other requirements that shall be incorporated into the Contractor's schedule include
  - 1. Division of Work into major work areas (i.e. Areas 1, 2, etc.).

2. Manpower required to perform the Work in total man-hours by craft for each activity.
  3. All activities that require unusual shift work, such as two shifts, 6-day workweek, etc. shall be clearly identified in the schedule.
- F. Each activity shall be labeled with an alphanumeric work breakdown structure/sorting/selection code.
- G. The sequence, duration in workdays, and interdependence of activities required for the complete performance of all work shall be shown.
- H. The schedule shall begin with the date of the Notice to Proceed and conclude with the date of Final Completion shown in the Contract.
- I. The network diagram shall include the following:
1. Time scaled network diagrams based on calendar days and shall be critical path method (CPM) precedence format showing the sequence/interdependence of activities required for complete accomplishment of all items of work.
  2. Each activity shall be plotted so that the start/finish dates can be determined graphically (by comparison) with the calendar scale.
  3. All network diagrams shall be drawn legibly and accurately on 22" x 34" size media, or other size acceptable to the OCTA Project Manager.
  4. Each activity shall be labeled with complete description, planned duration in workdays, and total float time.
  5. The schedules shall accurately indicate the sequence and interdependency of all work activities.

#### **1.04 CONTRACTOR'S PROGRESS SCHEDULE**

- A. The Contractor shall update the Progress Schedule monthly (the "Schedule Update") and submit to the OCTA Project Manager for review concurrent by the 5th of the month following month for which the progress reflected on schedule.
- B. Progress Payment to Contractor will not be made until a schedule conforming to the requirements stated herein is submitted each month to the OCTA Project Manager. A continued failure to supply such schedule data shall be grounds for declaring Contractor in default of the Contract.
- C. Contractor's progress schedule shall:

1. Become an integral part of the Contract and will establish interim completion dates for the various activities under the Contract and shall reflect and be consistent with the Milestone Dates established by the Contract.
2. Be used to determine if any activity is not completed by the Milestone date.
3. Be combined with the Schedule of Values for use in the Contractor's submittal/application for and the OCTA Project Manager's review and approval of monthly partial payments.

#### **1.05 PROGRESS REPORTING**

- A. Contractor shall provide regular progress reports monthly along with progress schedule submittal to include as described herein.
- B. A statement that the approved Contractor's Progress Schedule has not changed or has been revised. Only the revisions described in this statement shall be made to the progress schedule.
- C. A 28-day schedule covering the past week, current week and two weeks ahead at each scheduled weekly meeting. The schedule shall be a bar chart schedule, divided into 28 calendar days, listing all activities for the four-week period. Scheduled and actual start and finish dates shall be shown. Each activity shall be identified by its approved activity number and a brief description. The bar chart schedule shall have in the heading the Project Title, Contract Number, Contractor's Name, Date, Contract Day Number and Remaining Contract Days.

#### **1.06 PROGRESS EVALUATION**

- A. If at any time during the Project, the Contractor fails to complete any activity by its latest scheduled completion date and which late completion of such activity will impact the end date of the work past the Contract Completion Date, Contractor shall within five (5) working days, submit to the OCTA Project Manager a written statement as to how and when Contractor will reorganize his work force to return to the current Contractor's installation schedule. Whenever it becomes apparent from progress evaluation and updated installation schedule data that any Milestone Date(s) or the Contract Completion Date will not be met, Contractor, at his sole cost, shall take some or all of the following actions:
  1. Increase installation manpower in such quantities and crafts as shall substantially eliminate the backlog of work and meet the current Contract Completion Date.
  2. Increase the number of working hours per shift, the number of shifts per day, the number of work days per week, the amount of installation equipment, or any combination of the foregoing sufficient to substantially eliminate the backlog of work.
  3. Reschedule work items to achieve concurrent accomplishment of work activities.

- B. Under no circumstances will the addition of equipment or installation forces, increasing work hours, or any other method, manner, or procedure required to return to the contractually required completion date be considered justification for a change order or treated as an acceleration.
- C. The Contractor's Progress Schedule shall begin with the date of issuance of the Notice to Proceed (NTP) and conclude with the date of final completion of the project. Float or slack time within the Progress Schedule is not for the exclusive use or benefit of either the OCTA Project Manager or the Contractor but is a jointly owned expiring project resource available to both parties as needed to meet contract milestones and the Contract completion date.

#### **1.07 SUBMITTAL OF SCHEDULES**

- A. The Contractor shall submit to the OCTA Project Manager for review, two (2) copies of the installation schedule (base schedule) within time frame specified herein. Allow OCTA a minimum of 2 weeks to review the installation schedule. Contractor shall address OCTA's comments on schedule and resubmit within five (5) workdays from receipt of OCTA's comments.
- B. The Contractor shall submit to the OCTA Project Manager for review two (2) hard copies of the Contractor's Progress Schedule, one (1) copy of all schedule data, along with one electronic copy within the time frames specified herein. Updates of the Contractor's schedule shall be submitted monthly as part of the payment application submittal.
- C. OCTA Project Manager will have five (5) workdays after receipt of the Contractor's Progress Schedule to respond. Upon receipt of OCTA Project Manager's comments, the Contractor shall confer with the OCTA Project Manager on the appraisal and evaluation of the proposed Contractor's Progress Schedule. The Contractor shall make necessary changes resulting from this review, and the Contractor's Progress Schedule shall be resubmitted for review within three (3) workdays after the receipt of comments.
- D. The Contractor's installation schedule (base schedule) when reviewed and recognized by the OCTA Project Manager shall stand until updated schedules are submitted to reflect actual completed work, reviewed changes, or recognized delays.
- E. All updated or revised schedules submitted after the base schedule shall be in the same detail as the base submittal unless modified in writing by the OCTA Project Manager.

#### **1.08 REVISIONS TO REVIEWED SCHEDULE**

- A. The Contractor shall accomplish the Work in accordance with Contractor's installation schedule recognized by the OCTA Project Manager. Changes made to

Contractor's installation schedule for accomplishing the Work shall in all cases require prior approval by the OCTA Project Manager.

- B. The Contractor shall reflect processed Change Orders that affect the schedule, and issuance of emergency change authorizations in the next schedule submittal.
- C. If Contractor desires to make a major change to Contractor's installation schedule, the Contractor shall submit to the OCTA Project Manager a schedule change request in writing stating the reasons and justification for the change, for OCTA's review and acceptance. Major changes are defined as follows:
  - 1. Those that affect the time estimate for the accomplishment of an activity.
  - 2. Those that affect the sequence when varied from the original schedule to a degree that there is doubt that the agreed Contract Completion Date will be met.
  - 3. Changes to activities having adequate float to absorb the change shall be considered as minor changes, except that an accumulation of minor changes may be considered a major change when the effect of such changes impact the Project Milestones or the Contract Completion date.

## **PART 2 – PRODUCTS**

Not used.

## **PART 3 – EXECUTION**

Not Used

## **PART 4 – MEASUREMENT AND PAYMENT**

- A. No separate measurement or payment shall be made under this section. Contractor's Progress Schedule will be reviewed each month. The monthly progress payment will not be made until the Contractor's Progress Schedule is found by the OCTA Project Manager to be in conformance with the requirements of this Section.

**END OF SECTION**



**SECTION 01 33 00**

**SUBMITTAL PROCEDURES**

**PART 1 - GENERAL**

**1.01. DESCRIPTION**

- A. This Section consists of requirements for Contractor submittals to the OCTA Project Manager including plans, specifications, procedures, certificates, shop drawings, product data, samples, and miscellaneous work-related submittals. Individual submittal requirements are specified in the applicable specification section for each unit of Work. No installation work shall be commenced prior to submittals and acceptance of all submittals and shop drawings required per contract documents.

**1.02. DEFINITIONS**

- A. Submittals are categorized for convenience as follows:
  - 1. Design Plans (Design Drawings) and Procedures: Include narrative descriptions, diagrams, equipment, procedures for demolition, site clearing, maintenance of traffic, etc.
  - 2. Certificates: Include certified material test reports, certification of proper disposal of demolition materials, or tickets demonstrating compliance with materials, tests or specifications indicated.
  - 3. Equipment: Include equipment specifications, manufacturer information and demonstration of suitability of equipment for intended use.
  - 4. Product Data: Standard published information ("catalog cuts") and specially prepared data for the Work of the Contract, including standard illustrations, schedules, brochures, diagrams, performance charts, instructions and other information to illustrate a portion of the Work. Include standard printed information on materials, products and systems to be furnished by the Contractor for this Contract.
  - 5. Shop Drawings: Include detailed manufacturing and layout information, drawings, diagrams, schedules, and illustrations, demonstrating the contractor's understanding and approach to meeting the intent of the plans and specifications. Shop drawings shall be submitted to the Engineer for review and comment on the conformance of the submitted information to the general intent of the design.
  - 6. Samples: Include physical examples of materials either for limited visual inspection or selection, or (where indicated) for confirmation, testing, and analysis by the OCTA Project Manager.

7. Miscellaneous Submittals: Such submittals shall be related directly to the Work, not administration related. Include but not be limited to asphalt concrete mix design, work schedule, phasing plans, warranties, guarantees, maintenance agreements, workmanship bonds, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock (and similar information) and, devices and materials applicable to the Work but not processed as shop drawings, product data or samples. Beside the shop drawings required in the design plans or specifications, the OCTA Project Manager may require additional shop drawings demonstrating the contractor's approach to meeting the intent of the plans and specifications as a part of Quality Control/Quality Assurance.
- B. Product data, shop drawings, samples, and any other submittals are not contract documents.

### **1.03. SCHEDULE OF SUBMITTALS**

- A. It is the Contractor's responsibility to identify the submittals that will be required in each section of specifications and on the contract drawings and determine the date on which each submittal will be made. The submittal schedule, the timeline for which Contractor plans to deliver required submittals to OCTA shall be submitted by the Contractor at time of kickoff meeting to the OCTA Project Manager for review and acceptance. Allow OCTA a minimum of 14 calendar days to review Schedule of Submittal. After review and return by the Engineer, resubmit Schedule of Submittal within 7 calendar days.
- B. Throughout the duration of the Contract, Contractor shall, at the OCTA Project Manager's request, submit all product or procedure documentation for any activity in the Contract.

### **1.04. GENERAL SUBMITTAL REQUIREMENTS**

- A. Administrative Requirements for Submittal: Submittals shall be made in accordance with requirements specified herein and in Product Sections of the Specifications.
- B. Transmission of Submittals: Transmit all submittals through the Project Engineer, unless otherwise directed. Include all information specified below for identification of submittals and for monitoring of review process.
- C. Make submittal at time required per the contract documents and per the Submittal Schedule accepted by the OCTA. Allow three (3) weeks for the OCTA to review and accept submittals.
- D. OCTA Project Manager and Contractor shall discuss at the kickoff meeting, the exact procedure to be adopted for the processing of submittals. Generally, submittals shall be made at the time indicated in Contractor's approved submittal schedule. OCTA Project Manager will process submittals within 21 calendar days after receipt of each

of submittals and resubmittals from Contractor. After review and return by OCTA, resubmit the submittals within 7 calendar days.

- E. Contractor shall be responsible for on time delivery and processing of submittals so as not to impede the progress of the Work. Unless otherwise specified elsewhere in Contract Documents, Contractor shall submit an electronic copy of each submittal in PDF in a CD ROM or a thumb drive, plus up to three (3) hard copies of each submittal.
- F. Contractor shall, before making submittals, ensure that products will be available in the quantities and in the time required by the Contract.
- G. Contractor shall coordinate and sequence different categories of submittals for same work, and interface units of work, so that one will not be delayed for coordination with another.
- H. Contractor shall maintain a file of all approved submittal documents on work site.
- I. Where required by California law, or as specified in the Contract Documents, submittals shall be signed and sealed by a Professional Engineer licensed in the State of California, or Land Surveyor licensed in the State of California as applicable.
- J. Submittals shall be consecutively and uniquely numbered using a document identifier including Contract number and the appropriate suffix, which will include specification section number and submittal number. Submittals under each specification section shall be in a separate package.
- K. Submittals Identification: Prior to start of installation, Contractor shall prepare and submit shop drawings, product data, certificates of compliance, samples, survey data, and all other submittals as required per Contract Documents and the approved Design Documents. Identify each of these submittals by Specification Section number in order of submittals submitted to OCTA starting from 001 as the first submittal. Re-submittals shall use same number as original submittal, followed by a point number indicating sequential re-submittal. For example:

001	First submittal of the project
002	Second submittal of the project
002.1	First re-submittal of second submittal of the project
002.2	Second re-submittal of second submittal of the project

- 1. Title each submittal with Project name, the Contract number (C-8-1874), Submittal number, Contractor's Project number and submission date.
- 2. Identify each element on submittal by reference to Drawing sheet number, detail, schedule, number, assembly or equipment number, Specifications article and paragraph, and other pertinent information to clearly correlate submittal with Contract Drawings. Identify field dimensions clearly and relationships to adjacent

or critical features of Work, any deviations from the contract documents and applicable standards, ASTM, ACI, OSHA, ect.

- L. Contractor's review of submittals: Prior to submission to OCTA for review, Contractor shall review each submittal for completeness and conformance to specified requirements. Contractor shall stamp each submittal with a review action stamp and sign each copy certifying that:
  - 1. Field measurements have been determined and verified.
  - 2. Field installation criteria have been verified.
  - 3. Catalog numbers and similar data are correct.
  - 4. Conformance with requirements of Contract Drawings and Specifications is confirmed.
  - 5. All deviations from requirements of Drawings and Specifications have been identified and noted, and product is available.
- M. Submittals which are received from sources other than through Contractor's office or which have not undergone Contractor's review, will be returned marked "Without Action".
- N. Contractor shall be responsible for timely delivery of submittals in the proper specified format for each submittal category.
- O. Except as otherwise indicated in individual work sections, the Contractor shall comply with requirements specified herein for each indicated category of submittal.
- P. The Contractor shall include an up-to-date log of submittals in each submittal package.
- Q. Grouping of Submittals: Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items. The Engineer may reject partial submittals as incomplete or hold them until related submittals are made. Submittals under a specification section shall be in one submittal package.
- R. Unsolicited Submittals: Unsolicited submittals will be returned un-reviewed.
- S. Record Submittals: When record submittals are specified, submit three hard copies or sets only. Record submittals will not be reviewed but will be retained for historical and maintenance purposes.

#### **1.05. DESIGN DOCUMENTS**

Design drawings shall be prepare using AutoCAD. Design drawings shall be submitted to OCTA in full size (22"x34") and/or half size (11"x17") and shall be scalable in formats

as required herein for review and comments. Design document deliverables shall be submitted in accordance with the specific requirements list below:

**A. Study and Conceptual Design Phase (25%)**

- Three (3) hard copies of Report and an electronic copy in PDF format on a CD-ROM or a thumb drive.
- Two (2) half size hard copies of schematic drawings, and cost estimates, one (1) electronic copy of the above submittal documents in PDF format on a CD-ROM or a thumb drive.

**B. Draft Final Construction Document Development Phase (90%)**

- Two (2) half size hard copies of plans, two (2) hard copies of specifications (including Division 1 and technical specifications), one (1) hard copy of cost estimate, and one (1) electronic copy of submittal documents including plans, specifications, and cost estimate in PDF format on CD-ROM or a thumb drive along with Microsoft Word native files of specifications.

**C. Final Construction Document Development Phase (100%)**

- Two (2) half size hard copies of plans, two (2) hard copies of specifications (including Division 1 and technical specifications), one (1) hard copy of cost estimate, and one (1) electronic copy of submittal documents including plans, specifications, and cost estimate in PDF format and all Microsoft Word format native files of technical specifications on a CD-ROM or thumb drive.
- Two (2) hard copies of design calculations and/or design support documentation along with an electronic copy in PDF format on a CD-ROM or thumb drive.

If changes are required to the 100 percent design submittal package, CONTRACTOR shall submit two (2) half size hard copies of plans, two (2) hard copies of technical specifications, one (1) hard copy of cost estimate for final submittal, and one (1) electronic copy of each of the above submittal documents in PDF format and all Microsoft Word native files of technical specifications on a CD-ROM or a thumb drive.

If no changes are required, the 100 percent submittal package shall be considered the final submittal package. Upon approval of the final submittal package, CONTRACTOR shall submit final drawings in both PDF format and AutoCAD DWG format, version 2012 or earlier on two (2) duplicate CD-ROMs, and electronic copies of specifications in both PDF and Microsoft Word native specification file on a CD-ROM or a thumb drive. Drawing in AutoCAD format shall have all Xref files fully loaded and shall include all applicable plot files.

**1.06. SHOP DRAWINGS**

- A. Shop drawings shall be prepared using AutoCAD. Unless otherwise approved by the OCTA Project Manager or indicated in specific sections of the project specific specifications, shop drawings shall be scaled sufficiently large to accurately show all pertinent aspects of the item and its relationship to the work. Acceptable shop drawings hard copy sizes are 22" x 34", 11" x 17" and 8½" x 11" and are scalable. The Contractor shall additionally submit the shop drawing on electronic media in PDF format and in AutoCAD format compatible with AutoCAD version 2012.
- B. Shop drawings shall be original drawings prepared for submittal review, fabrication and execution of Work. Direct copies and modified reproductions of Contract Drawings will not be accepted for review. Provide space for review action stamps. Contractor shall field verify all existing conditions and all measurements on site before preparing and submitting shop drawings.
- C. Shop drawings shall show, at a minimum, the following:
  - 1. General project information:
    - a. The original date of issue;
    - b. The dates of all applicable revisions;
    - c. The project title, project number, and address;
    - d. The names of contractor, subcontractors, suppliers, manufacturers, separate detailers, etc...
  - 2. Detailed manufacturing and layout information.
  - 3. Drawings, diagrams, schedule and illustrations.
  - 4. Bill of materials including materials types, dimensions and weights, quantities, origin of the materials, material certifications.
  - 5. Welding procedure specifications.
  - 6. Erection or installation plans.
  - 7. Any other important items related to specific work of the Project and as requested by the OCTA's Project Manager.
- D. Detailed work drawings shall be submitted by Contractor for temporary structures and for such other temporary work as may be required for installation, but which does not become an integral part of the completed project. Submittals shall include back-up calculations or any information needed to explain the structure or system or its intended use.

- E. Where a submittal involves engineering computations or original design work is depicted, the submittal shall show the name, the State of California registration number, seal, and signature of the Professional Engineer certifying that such computations or design work are correct and in conformance with standards, codes, and acceptable engineering practice.
- F. Contractor shall submit 5 hard copies and a PDF file of each shop drawing submittal. Distribution of submitted shop and working drawings by Contractor for OCTA Project Manager's use will be performed by OCTA Project Manager. Review comments of OCTA Project Manager, and other parties as may be required will be shown on the reproducible set when it is returned to Contractor. Contractor shall make and distribute all copies required for his purposes.

**1.07. PRODUCT DATA**

- A. Contractor shall collect required data into one submittal for each unit of work or system, and mark each copy to show which choices and options are applicable to the Project.
- B. Contractor shall include the manufacturer's standard printed recommendations for application and use, certification of compliance with standards, notation of field measurements, which have been checked, and special coordination requirements. A Material Safety Data Sheet (MSDS) shall be submitted for each product.

**1.08. CERTIFICATES OF COMPLIANCE**

- A. Certificates of Compliance shall be submitted by Contractor to OCTA Project Manager for those materials and products for which no samples and test results are specified. The certificates shall:
  - 1. State that the product complies with the respective contract specification and contract drawing requirements.
  - 2. Be accompanied by a certified copy of test results pertaining to the product. All test equipment used shall be verified to be in calibration at the time of each test and test reports shall so indicate. No test shall be made without such verification. When required by the Contract Documents or by law, certified test results shall be sealed by a Professional Engineer licensed to practice in the State of California.
  - 3. Show product represented and its location in the Contract, producer's name, product trade name and catalog number as applicable, place of product origin, test date, testing organization's name and address, quantity of the product to be furnished, and the related Design Drawing and specification section numbers.

**1.09. SAMPLES**

- A. Provide samples of each color, texture and pattern identical with final condition of proposed materials or products for the work. Include range of samples (not less than three units) where unavoidable variations may be expected. Submit one item only of actual assembly or product. Full-size and complete samples may be returned or may be incorporated into field mock-up and the Work.
- B. Submit actual samples. Photographic or printed reproductions will not be accepted. For manufacturer's products, the Contractor shall submit samples from manufacturer, with manufacturer's finish.
- C. Include information with each sample showing generic description, source or product name, manufacturer and compliance with standards and specifications.
- D. Samples are submitted for review and confirmation by OCTA Project Manager. The Engineer will review and select material for Project only after all samples are received, so that materials may be probably coordinated. OCTA Project Manager will not test samples (except as otherwise indicated) for compliance with specifications. Contractor shall have the exclusive responsibility of demonstrating material compliance.

**1.10. SURVEY DATA**

- A. As required per contract documents and/or by OCTA Project Manager, Contractor shall submit survey data, signed and sealed by a Land Surveyor licensed to practice in the State of California.

**1.11. AS-BUILT PROJECT DOCUMENT**

- A. After OCTA's final acceptance on the Project, Contractor shall prepare and submit one (1) half size hard copy and an electronic copy in PDF format of the As-built drawings to OCTA for verification on the completeness. Contractor shall incorporate any changes required by OCTA into the final As-built drawings.
- B. Upon completion of the As-built drawings, Contractor shall furnish full size Mylar originals of the complete drawings to OCTA. Submit one (1) set of the completed As-built drawing files in CAD file, version 2012 or earlier, with Xref files fully loaded, including all applicable plot files, along with one (1) PDF files of drawings on two (2) duplicate CD-ROMs prior to release of final payment.
- C. Two (2) hard copies of specifications shall be submitted to OCTA along with all Word files and one (1) PDF file of specifications on a CD-ROM.
- D. Two (2) hard copies of all design calculations for PROJECT shall be submitted to OCTA. Design calculations shall be submitted in a spiral or comb bound notebook(s), in neat condition and logical sequence, along with one (1) PDF file of all design calculations on a CD ROM.



**1.12. GENERAL DISTRIBUTION**

- A. Contractor shall provide distribution of OCTA Project Manager's reviewed submittals (not included in foregoing copy submittal requirements) to subcontractors, suppliers, fabricators and installers, governing authorities, and others as necessary for proper performance of the Work.
- B. Contractor shall include such additional copies of transmittal to OCTA Project Manager, where required, to receive status marking before final distribution.

**1.13. REVIEW OF SUBMITTALS**

- A. Submittals shall be a communication aid between Contractor and the Engineer by which interpretation of Design Documents requirements may be confirmed in advance of installation. OCTA Project Manager will review submittals for general conformance with the design concept only. Such review by OCTA Project Manager shall not relieve Contractor or any subcontractor of responsibility for full compliance with contract requirements, for proper design of details, for proper fabrication and installation techniques, for proper coordination with other trades, or for providing all devices required for safe and satisfactory installation and operation.
- B. Changes shall only be authorized by separate written Change Order or Installation Change Authorization, in accordance with the Contract.

**1.14. SUBMITTAL STATUS**

- A. Submittals reviewed by OCTA Project Manager and returned to Contractor will be marked with one of the following designations:
  - 1. Conforms
  - 2. Revise as Noted and Resubmit
  - 3. Rejected. Resubmit
  - 4. No Action Taken
- B. Contractor shall not proceed with procurement, manufacture or fabrication of items submitted for review, until such submittals have been designated by OCTA Project Manager as "Conforms". Until submittal items receive a conforming designation by OCTA Project Manager, any costs associated with procurement for these items shall be at the Contractor's risk.

**1.15. SUBMITTALS DESIGNATED AS "CONFORMS"**

- A. Each copy of the submittal so designated by OCTA Project Manager will be identified accordingly by being so stamped and dated.
- B. One reproducible copy will be returned to Contractor.
- C. When a submittal has been designated as "Conforms" by OCTA Project Manager, Contractor shall carry out installation in accordance therewith and no further changes shall be made therein except upon written approval and instructions from OCTA Project Manager.
- D. Contractor shall take responsibility for and bear all cost of damages, which may result from the ordering of any material or from proceeding with any part of the Work prior to submittal being marked "Conforms" by OCTA Project Manager.
- E. Submittals stamped "Conforms" do not relieve the contractor from the responsibility of performance of Work as intended in Contract Documents. Refer to 1.13 of this Section.

**1.16. SUBMITTALS DESIGNATED AS "REVISE AND RESUBMIT," OR "REJECTED. RESUBMIT"**

- A. Each copy of the submittal so designated by OCTA Project Manager will be identified accordingly by being so stamped and dated.
- B. One copy will be returned to Contractor.
- C. If corrections to the submittals are required, copies returned to Contractor will be marked "Rejected. Resubmit", or "Revise and Resubmit", and the required corrections shall be made on the re-submittal copies.
- D. Re-submittals will be handled in the same manner as first submittals. Direct specific attention in writing on re-submittals to revisions other than the corrections requested by OCTA Project Manager on previous submittals. A resubmittal shall contain all information required specifically for the submittal per contract documents including corrections requested and approved information in the previous submittals. A resubmittal will supersede the previous version of a submittal and/or resubmittal as applicable. Incomplete or missing information submittals/resubmittals will be returned without review.
- E. Contractor shall notify OCTA Project Manager prior to execution of any correction, which constitutes a change of the contract requirements indicated on the submittals.

**1.17. SUBMITTALS DESIGNATED AS "NO ACTION TAKEN"**

- A. Each copy of the submittal so designated by OCTA Project Manager will be identified accordingly by being so stamped and dated.
- B. One reproducible copy will be returned to Contractor.

- C. Submittals made by the Contractor that are not required by the contract documents and design documents or were not otherwise requested shall be designated "No Action Taken"

**PART 2 – PRODUCTS**

Not Used.

**PART 3 – EXECUTION**

Not Used.

**PART 4 – MEASUREMENT AND PAYMENT**

No separate measurement or payment shall be made under this Section.

**END OF SECTION**

**SECTION 01 42 00**

**REFERENCES**

**PART 1 - GENERAL**

**1.01 SUMMARY**

**A. Section Includes:**

1. Use of references in Drawings and Specifications, including requirements for copies of reference standards at Project site.
2. Abbreviations and acronyms.
3. General provisions regarding references.

**1.02 USE OF REFERENCES**

- A. References:** The Drawings and Specifications contain references to various standards, standard specifications, codes, practices and requirements for products, execution, tests and inspections. These reference standards are published and issued by the agencies, associations, organizations and societies listed in this Section or identified in individual product specification Sections.
- B. Relationship to Drawings and Specifications:** Such references are incorporated into and made a part of the Drawings and Specifications to the extent applicable.
- C. Referenced Grades Classes and Types:** Where an alternative or optional grade, class or type of product or execution is included in a reference but is not identified on the Drawings or in the Specifications, provide the highest, best, and greatest of the alternatives or options for the intended use and prevailing conditions.
- D. Copies of Reference Standards:**
1. Reference standards are not furnished with the Drawings and Specifications because it is presumed that the Contractor, subcontractors, manufacturers, suppliers, trades and crafts are familiar with these generally-recognized standards of the installation.
  2. Copies of reference standards may be obtained from publishing sources.
- E. Jobsite Copies:**
1. Contractor shall obtain and maintain at the Project site copies of reference standards identified on the Drawings and/or in the Specifications in order to properly execute the Work.

2. At a minimum, the following shall be readily available at the site:
  - a. Local and State Building Codes: As referenced in Section 01060 - Regulatory Requirements.
  - b. Safety Codes: State of California, California Code of Regulations (CCR), Title 8 - Industrial Relations, Chapter 4, Subchapter 7, General Industry Safety Orders.
  - c. General Standards: UBC Standards, other model Code standards, UL Building Products Listing, FM Approval Guide and ASTM Standards in Building Codes.
  - d. Fire and Life Safety Standards: All referenced standards pertaining to fire rated construction and exiting.
  - e. Common Materials Standards: American Concrete Institute (ACI), American Institute of Steel Construction (AISC), American Welding Society (AWS), Gypsum Association (GA), National Fire Protection Association (NFPA), Tile Council of America (TCA) and Woodwork Institute of California (WIC) standards to the extent referenced within the Contract Specifications.
  - f. Research Reports: ICBO Evaluation Service (ICBO ES) Research Reports and CABO National Evaluation Service Reports (NER), for products not in conformance to prescribed requirements stated in Building Code.
  - g. Product Listings: Approval documentation, indicating approval of authorities having jurisdiction for use of product with local City.
- F. Edition Date of References:
  1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date indicated on the Drawings and Specifications.
  2. All amendments, changes, errata and supplements as of the effective date shall be included.
- G. ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision or amendment. It is presumed that the Contractor is familiar with and has access to these nationally- and industry-recognized specifications and standards.

**1.03 DEFINITIONS OF TERMS**

A. Words and Terms Used on Drawings and in Specifications: Additional words and terms may be used in the Drawings and Specifications and are defined as follows:

1. Applicable: As appropriate for the particular condition, circumstance or situation.
2. Approved: Limited to duties and responsibilities of the Authority and the Engineer as stated in the Contract, for actions performed in the professional judgment of the Engineer or the Engineer's responsible design consultant, in conjunction with submittals, applications, and requests. Approvals shall be valid only if obtained in writing and shall not apply to matters regarding the means, methods, techniques, sequences and procedures of installation. Approval action shall not relieve the Contractor from responsibility to fulfill Contract requirements.
3. And/or: If used, shall mean that either or both of the items so joined are required.
4. Authority or Owner: The Orange County Transportation Authority, a legal entity organized and existing in the County of Orange under and by virtue of the laws of the State of California. All necessary action by the Authority pertaining to the contract will be taken by legally constituted authorities empowered to on behalf of the Orange County Transportation Authority.
5. Contractor: shall mean the individual, partnership, corporation, or other legal entity entering into contract with the Authority to perform the work covered by the contract documents, and these specifications.
6. Directed: Limited to duties and responsibilities of the Engineer as stated in the Contract, and meaning as instructed by the Engineer, in writing, regarding matters other than the means, methods, techniques, sequences and procedures of installation. Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Engineer", "requested by the Engineer", and similar phrases. No implied meaning shall be interpreted to extend the Engineer's responsibilities into the Contractor's supervision of installation.
7. Equal or Equivalent: As determined by the Engineer as being equivalent, considering such attributes as durability, finish, function, suitability, quality, utility, performance, and aesthetic features.
8. Engineer: shall mean the Project Manager of the Orange County Transportation Authority, acting either directly or through properly authorized agents or representatives acting within the scope of the particular duties entrusted to them.
9. Furnish: Means "supply and deliver, to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."
10. Indicated: The term "indicated" refers to graphic representations, notes, or

schedules on the Drawings, or other Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as "shown", "noted", "scheduled", and "specified" are used to help the reader locate the reference. There shall be no limitation on location.

11. Install: Describes operations at the Project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations.
12. Installer:
  - a. "Installer" refers to the Contractor or an entity engaged by the Contractor, such as an employee, subcontractor, or sub-subcontractor, for performance of a particular installation activity, including installation, erection, application and similar operations. Installers shall be adequately skilled and experienced in the operations they are engaged to perform.
  - b. Experienced Installer: The term "experienced," when used with "installer" shall mean having a minimum of 5 previous projects similar in size to this Project, knowing the precautions necessary to perform the Work, and being familiar with requirements of authorities having jurisdiction over the Work.
13. Jobsite: Same as "Site."
14. Necessary: With due consideration of the conditions of the Project and, as determined in the professional judgment of the Engineer as being necessary for performance of the Work in conformance with the requirements of the Contract Documents, but excluding matters regarding the means, methods, techniques, sequences and procedures of installation.
15. Noted: Same as "Indicated."
16. Per: In accordance with or in compliance with.
17. Products: Material, system or equipment.
18. Project Site: Same as "Site."
19. Proper: As determined by the Engineer as being proper for the Work, excluding matters regarding the means, methods, techniques, sequences and procedures of installation, which are solely the Contractor's responsibility to determine.
20. Provide: "Furnish and install, complete, and ready for the intended use."
21. Regulation: Includes laws, ordinances, statutes and lawful orders issued by authorities having jurisdiction, as well as and rules, conventions and agreements within the project related installation industry that control performance of the Work.

22. Required: Necessary for performance of the Work in conformance with the requirements of the Contract Documents, excluding matters regarding the means, methods, techniques, sequences and procedures of installation, such as:
- a. Regulatory requirements of authorities having jurisdiction.
  - b. Requirements of referenced standards.
  - c. Requirements generally recognized as accepted installation practices of the locale.
  - d. Notes, schedules and graphic representations on the Drawings.
  - e. Requirements specified or referenced in the Specifications.
  - f. Duties and responsibilities stated in the RFP documents and Agreement.
23. Scheduled: Same as "Indicated."
24. Selected: As selected by the Engineer or Authority from the full selection of the manufacturer's products, unless specifically limited in the Contract Documents to a particular quality, color, texture, or price range.
25. Shown: Same as "Indicated."
26. Site: Same as "Jobsite", "Site of the Work" or "Project Site;" the area or areas or spaces occupied by the Project and including adjacent areas and other related areas occupied or used by the Contractor for installation activities, either exclusively or with others performing other installation on the Project. The extent of the Project Site is shown on the Drawings, and may or may not be identical with the description of the land upon which the Project is to be built.
27. Subcontractor: The individual, partnership, corporation or other legal entity entering into a contract with the Contractor to perform a portion of the work.
28. Testing Laboratory or Laboratories: Same as "Testing and Inspection Agency."
29. Testing and Inspection Agency: An independent entity engaged to perform specific inspections or tests, at the Project Site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.

### **1.03 ABBREVIATIONS, ACRONYMS, NAMES AND TERMS, GENERAL**

- A. Abbreviations, Acronyms, Names and Terms: Where acronyms, abbreviations names and terms are used in the Drawings, Specifications or other Contract Documents, they shall mean the recognized name of the trade association, standards generating organization, authority having jurisdiction or other entity applicable.
- B. Abbreviations: The following are commonly-used abbreviations which may be found on the Drawings or in the Specifications:

AC or ac	Alternating current or air conditioning
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	(depending upon context)
AMP or amp	Ampere
C	Celsius
CFM or cfm	Cubic feet per minute
CM or cm	Centimeter
CY or cy	Cubic yard
DC or dc	Direct current
DEG or deg	Degrees
F	Fahrenheit
FPM or fpm	Feet per minute
FPS or fps	Feet per second
FT or ft	Foot or feet
Gal or gal	Gallons
GPM or gpm	Gallons per minute
IN or in	Inch or inches
Kip or kip	Thousand pounds
KSI or ksi	Thousand pounds per square inch
KSF or ksf	Thousand pounds per square foot
KV or kv	Kilovolt
KVA or kva	Kilovolt amperes
KW or kw	Kilowatt
KWH or kwh	Kilowatt hour
LBF or lbf	Pounds force
LF or lf	Lineal foot
M or m	Meter
MPH or mph	Miles per hour
MM or mm	Millimeter
PCF or pcf	Pounds per cubic foot
PSF or psf	Pounds per square foot
PSI or psi	Pounds per square inch
PSY or psy	Per square yard
SF or sf	Square foot
SY or sy	Square yard
V or v	Volts

C. Undefined Abbreviations, Acronyms, Names and Terms: Words and terms not otherwise specifically defined in this Section, in the RFP documents, in the Contract, on the Drawings or elsewhere in the Specifications, shall be as customarily defined by trade or industry practice, by reference standard and by specialty dictionaries such as the following:

1. The American Institute of Architects (AIA) Document M101, "Glossary of Construction Industry Terms".
2. The Construction Specifications Institute (CSI) Technical Document TD 2-4, "Abbreviations".
3. Dictionary of Architecture and Construction, (Cyril M. Harris, McGraw-Hill Book Company, 1975).

4. Encyclopedia of Associations, published by Gale Research Co., available in most libraries.

#### **1.04 ABBREVIATIONS FOR AGENCIES, ASSOCIATIONS, CODES AND STANDARDS**

- A. Abbreviations for Agencies, Associations, Codes and Standards: The following abbreviations and acronyms may be used in the Drawings and Specifications. When used, the abbreviation or acronym shall mean the full name of the applicable agency, association, organization, society or standard.

AAMA	American Architectural Manufacturers Association
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
ADAAG	Americans with Disabilities Act Accessibility Guidelines
AGA	American Galvanizers Association
AGA	American Gas Association
AHRI	Air-Conditioning, Heating, and Refrigeration Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standard Committee
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
APA	APA – The Engineered Wood Association (formerly American Plywood Association)
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASME	ASME International (formerly American Society of Mechanical Engineers)
ASSE	American Society of Safety Engineers
ASSE	American Society of Sanitary Engineering
ASTM	ASTM International (formerly American Society for Testing and Materials)
AWI	Architectural Woodwork Institute
AWPA	American Wood Protection Association (formerly American Wood-Preservers' Association)
AWS	American Welding Society
BHMA	Building Hardware Manufacturers Association
Cal/EPA	California Environmental Protection Agency
Cal/OSHA	California Department of Industrial Relations, Division of Occupational Safety and Health
Caltrans	California Department of Transportation, Standard Plans & Specifications 2010 Edition

**VSS INSTALLATION AT ANA, IRCC, IRSC BUS BASES,  
AND ORANGE ADMINISTRATION BUILDING**

**RFP 8-1874  
EXHIBIT A**

CBC	California Building Code
CEC	California Electrical Code
CFR	Code of Federal Regulations
CMC	California Mechanical Code
CPA	Composite Panel Association
CPC	California Plumbing Code
CPUC	California Public Utilities Authority
CRI	Carpet and Rug Institute
CRSI	Concrete Reinforcing Steel Institute
DHI	Door and Hardware Institute
DOC	U.S. Department of Commerce
DOT	U.S. Department of Transportation
EPA	U.S. Environmental Protection Agency
FM	FM Approvals
FM	FM Global (formerly Factory Mutual)
FRA	Federal Railroad Administration
FS	Federal Specification
FSC	Forest Stewardship Council
FTA	Federal Transit Administration
GA	Gypsum Association
GANA	Glass Association of North America
HI	Hydraulics Institute
HMMA	Hollow Metal Manufacturers Association
ICC	International Code Council
IEEE	Institute of Electrical and Electronics Engineers
IGCC	Insulating Glass Certification Council
IGMA	Insulating Glass Manufacturers Alliance
ISO	International Organization for Standardization
LBTC	Laguna Beach Transportation Center
LEED	Leadership in Energy and Environmental Design
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry
NAAMM	National Association of Architectural Metal Manufacturers
NACE	NACE International (formerly National Association of Corrosion Engineers)
NEMA	National Electrical Manufacturers Association
NETA	InterNational Electrical Testing Association
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NFRC	National Fenestration Rating Council
NHLA	National Hardwood Lumber Association
NSF	NSF International (formerly National Sanitation Foundation)
OSHA	Occupational Safety and Health Administration
PCI	Precast/Prestressed Concrete Institute
PDI	Plumbing and Drainage Institute
PS	Product Standard (US Department of Commerce)
RCSC	Research Council on Structural Connections
RIS	Redwood Inspection Service

RTA	Railway Tie Association
SDI	Steel Deck Institute
SDI	Steel Door Institute
SCRRA	Southern California Regional Rail Authority
SCAQMD	South Coast Air Quality Management District
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SPPWC	Standard Plans for Public Works Construction, 2015 Edition
SSPC	Society for Protective Coatings (formerly Steel Structures Painting Council)
SSPWC	Standard Specifications for Public Works Construction, 2015 Edition
TCNA	Tile Council of North America
UL	Underwriters Laboratories Inc.
USDOJ	U.S. Department of Justice
USDOT	U.S. Department of Transportation
USGBC	U.S. Green Building Council
WCLIB	West Coast Lumber Inspection Bureau (stamped WCLB)
WI	Woodwork Institute
WWPA	Western Wood Products Association

## **1.05 REFERENCE STANDARDS**

### **A. General**

1. Specifications, standards, and guidelines referenced in the text are incorporated by reference as if fully set forth. Where a referenced standard includes both administrative and technical provisions, and the administrative provisions conflict with the contract documents, only the technical provisions shall apply. If a referenced standard appears to conflict with the drawings and specifications, consult OCTA Project Manager for resolution.
2. The governing versions of reference standards and codes are those current at the time of contract execution, including errata, amendments, updates, etc., unless noted otherwise.
3. Contractor shall maintain the latest copy of applicable standards at jobsite during submittals, planning and progress of the work. Make standards available for use by OCTA Project Manager upon request.
4. Caltrans: Standard Plans and Specifications 2010 Edition.
5. Standard Plans for Public Works Construction (SPPWC) 2012 Edition, Standard Specifications for Public Works Construction (SSPWC) 2015 Edition.

### **B. ADA Standards**

1. References to ADAAG or the ADA Accessibility Guidelines refer to the ADA [Americans with Disabilities Act] Accessibility Guidelines for Buildings and Facilities, adopted 7/23/04 by the U.S. Access Board, amended 8/5/05,

supplemented 3/23/07 reflecting amendments by the U.S. Department of Transportation, available at [www.access-board.gov](http://www.access-board.gov) .

2. References to USDOT ADA Standards refer to the U.S. Department of Transportation ADA Standards for Transportation Facilities, effective 11/29/06, available at [www.access-board.gov](http://www.access-board.gov) .
3. References to USDOJ ADA Standards are to the U.S. Department of Justice ADA Standards for Accessible Design, 1994, available at [www.access-board.gov](http://www.access-board.gov), or to new standards (currently pending) if in effect at the time of execution of the contract documents.

## **PART 2 – PRODUCTS**

Not Used.

## **PART 3 – EXECUTION**

Not Used.

## **PART 4 - MEASUREMENT AND PAYMENT**

Not Used.

**END OF SECTION**

**SECTION 01 50 00**

**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 - GENERAL**

**1.01 SUMMARY**

A. Section Includes:

1. Temporary facilities and controls used during installation.

B. Related Sections:

1. Section 01 14 25, Procedures in Installation.
2. Section 01 71 13, Mobilization and Demobilization

**1.02 SUBMITTALS**

A. Submit in accordance with Section 01 33 00, Submittal Procedures.

B. Site Plans: Show temporary facilities, utility hookups, staging areas, and parking areas for installation personnel.

C. Moisture Protection Plan: Describe procedures and controls for: protecting materials and installation from water absorption and damage, including delivery, handling, and storage; discarding water-damage materials; protocols for mitigation of water into completed work; and replacing water-damaged work.

**1.03 QUALITY ASSURANCE**

A. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

**PART 2 - PRODUCTS**

**2.01 TEMPORARY FACILITIES, PRODUCTS, AND CONTROL**

A. Common-Use Field Office: not required.

B. Storage and Fabrication Sheds: No equipment or tools are allowed to be stored at the jobsite without the OCTA Project Manager's written permission. If on-site

storage is permitted, provide access and orderly provision for maintenance and for inspection of products.

C. Telephone Service: Provide mobile telephone service for project superintendent.

D. Temporary Electricity:

1. Connect to existing power service at location as directed. Power consumption shall not disrupt Owner's need for continuous service. Exercise measures to conserve energy.
2. Provide power outlets for installation operations, with branch wiring and distribution boxes. Provide flexible power cords as required.
3. Provide main service disconnect and over current protection at convenient location.
4. Comply with NECA, NEMA, and UL standards and regulations for temporary electric service.
5. Permanent convenience receptacles may be utilized during installation.

E. Temporary Fire Protection:

1. Maintain temporary fire protection facilities of the types needed until permanent facilities are installed. Fire Extinguishers shall be portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
2. Comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations".
3. Fire safety during installation shall comply with CFC - California Fire Code (CCR) California Code of Regulations, Title 24, Part 9, Article 87.
4. Store combustible materials in containers in fire-safe locations.
5. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes.
6. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

F. Barriers, enclosures and fencing:

1. Provide traffic cones to prevent unauthorized entry to installation areas and to protect existing facilities and adjacent properties from damage from installation operations.

2. Provide protection for plant life and trees designated to remain and for soft and hardscape areas adjacent to work, replace damaged materials in kind.
  3. Protect non-owned vehicular traffic, stored materials, if allowed, site and structures from damage.
- G. Noise Control: Provide methods, means, and facilities to minimize noise produced by installation operations.
- H. Pollution Control:
1. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by installation operations.
  2. Conform to Best Management Practices for waste management and material controls as defined in Section 4 of the Construction Activity Handbook published by the Storm Water Quality Association.
  3. Coordinate installation activities with control procedures established in the Bus Base industrial SWPPP.
- I. Security:
1. Provide security and facilities to protect Work, from unauthorized entry, vandalism, or theft.
  2. Coordinate with Owner's security program.
- J. Parking: No Contractor's employees' parking is allowed on site.
- K. Traffic Control:
1. Comply with requirements of authorities having jurisdiction.
  2. Obtain all required permits, provide all materials and maintain controls as required of authorities having jurisdiction.
  3. Maintain access for fire-fighting equipment and access to hydrants.
- L. Progress Cleaning:
1. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
  2. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
  3. Provide walk-off mats at each building entry affected by installation activities.



M. Waste Disposal:

1. Waste Management: In compliance with City regulations.
2. Maintain work areas free of waste materials, debris, and rubbish.
3. Remove waste materials, debris, and rubbish from site periodically during a work day and legally dispose of off-site at the end of each work day at 3:30 pm.
4. Maintain site area in a clean and orderly condition.

**PART 3 - EXECUTION**

**3.01 INSTALLATION, GENERAL**

- A. Locate facilities where they will serve project adequately and result in minimum interference with performance of the work. Relocate and modify facilities as required by progress of the work.

**3.02 TEMPORARY UTILITIES**

- A. Provide and pay for temporary utility services and facilities such as sanitary facilities, telephone service and internet service adequate for installation and related activities.

**3.03 TEMPORARY ROADS, PAVING, PARKING, AND SIMILAR IMPROVEMENTS, AND  
USE OF SITE**

- A. See Section 01 14 25, Procedures in Installation.

**3.04 PROTECTION OF AIR AND WATER RESOURCES AND OTHER ENVIRONMENTAL  
RESOURCES**

- A. See Section 01 14 25, Procedures in Installation.

**3.05 INSTALLATION WASTE**

- A. See Section 01 74 19, Installation Waste Management and Disposal.

**PART 4 - MEASUREMENT AND PAYMENT**

Work of this section is incidental to other work and no separate measurement or payment will be made.

**END OF SECTION**

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**SECTION 01 60 00**

**PRODUCT REQUIREMENTS**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. This section includes administrative and procedural requirements for selection of products for use in the project; product delivery, storage, and handling.

**1.02 SOURCE OF SUPPLY AND QUALITY OF MATERIALS**

- A. OCTA Project Manager shall approve the source of supply of each of the materials supplied by the Contractor before the purchase or delivery of materials to the work site. Promptly after receiving the Contract award, the Contractor shall notify OCTA Project Manager of all proposed material sources. If it is found after trial that sources of supply previously approved do not produce uniform and satisfactory products, or if the product from any source proves unacceptable at any time, the Contractor shall furnish materials from other sources as approved by OCTA Project Manager.
- B. Only materials conforming to Specifications and approved in advance by OCTA Project Manager shall be used in the work. All material being used shall be subject to inspection or test at any time during their preparation or use. No material that after approval has in any way become unfit for use shall be used in the Work.

**1.03 UNLOADING, HAULING AND STORING MATERIALS**

- A. The Contractor shall, at its expense, deliver, unload, store, handle, and be responsible for all materials whether furnished by the OCTA or by the Contractor.
- B. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.
  - 1. Periodically inspect to ensure products are undamaged, and are maintained under required conditions.
  - 2. Products damaged by improper storage or protection shall be removed and replaced with new products at no change in payment or terms of the Agreement.
- C. Store products to facilitate inspection and measurement of quantity or counting of units.
- D. The unloading, storing and hauling of all the OCTA's or Contractor's material shall be considered as incidental to contract pricing.

- E. When permission to do so is given in writing by OCTA Project Manager, the Contractor may store materials and erect temporary buildings on OCTA property provided such property is not required for the OCTA's use or is not under lease to other parties.
- F. Store moisture-sensitive products in a weathertight enclosure or covered with an impervious sheet covering. Provide adequate ventilation to avoid condensation. Maintain product storage within temperature and humidity ranges required by manufacturer's instructions.
  - 1. For exterior storage of fabricated products, place on sloped supports above ground.
  - 2. Store loose granular materials on solid surfaces in a well-drained area. Prevent mixing with foreign matter. Prevent material from flowing or blowing away to other areas of the site. Provide covers for sand, aggregate base, and debris so that wind does not cause it to blow away.
  - 3. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.
- G. All electrical and mechanical equipment shall be stored so as to be protected from rain, sun, wind, sand, dust, moisture, etc. The equipment shall be stored on supports off the ground or on concrete slabs with all factory provided dust and moisture protection left in place until equipment is installed.
- H. Electrical and mechanical equipment shall be maintained in accordance with the manufacturer's operation and maintenance instructions until the Contractor is relieved of the responsibility by OCTA Project Manager.
- I. Store heavy materials away from the structure in a manner that will not endanger supporting installation.
- J. Building materials shall be stored in a protected environment safe from sun, rain and excessive dust. Store cementitious products and materials on elevated platforms. Damaged or excessively dirty materials will not be permitted to be installed.
- K. Protection:
  - 1. Provide barriers, flashing lights, substantial coverings and notices to protect installed Work from traffic and subsequent installation operations.
  - 2. Remove protective measures when no longer required and prior to Acceptance of the Work.
- L. Delivery Requirements:
  - 1. Schedule delivery to minimize long-term storage at project site and to prevent overcrowding of installation spaces.

2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Comply with manufacturer's instructions and recommendations for transportation, delivery and handling. Provide equipment and personnel to handle products by methods to prevent soiling, marring or other damage.
4. Deliver products to project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with manufacturer's labels and instructions for handling, storing, unpacking, protecting, and installing.
5. Contractor is responsible and shall be present at work side for receiving his material delivery at the work site. Promptly inspect products on delivery to ensure compliance with the contract documents and to ensure that products are undamaged and properly protected.
6. Contractor shall give OCTA a 48 hours notice prior to delivery of any products and materials.

#### **1.04 PRODUCT SELECTION PROCEDURES**

- A. Products: Items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchase stock, and include material, equipment, assemblies, fabrications and systems.
- B. General Product Requirements: Provide products that comply with the contract documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
  1. Named Product: Items identified by manufacturer's product name, including make or model designations indicated in the manufacturer's published product data.
  2. Specific Product Requirements: Refer to requirements of individual product Specifications Sections in the project specifications for specific requirements for products.
  3. Materials: Products that are shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed or installed to form a part of the Work.
  4. Product Completeness: Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  5. Minimum Requirements: Specified requirements for products are minimum requirements.
  6. Standard Products: Where specific products are not specified, provide standard products of types that are suitable for the intended use in similar conditions and

that have been produced and used successfully in similar situations on similar projects. Products shall be selected by the Contractor and subject to review and acceptance by the Engineer.

7. Code Compliance: All products, other than commodity products prescribed by Code, shall have a current ICBO Evaluation Service (ICBO ES) Research Report or CABO National Evaluation Report (NER).
8. Interchangeability: To the fullest extent possible, provide products of the same kind from a single source. Products required to be supplied in quantity shall be the same product and interchangeable throughout the Work. When options are specified for the selection of any of two or more products, the product selected shall be compatible with products previously selected.
9. Nameplates:
  - a. Except for require labels and operating and safety instructions, do not attach manufacturer's identifying nameplates or trademarks on surfaces exposed to view in occupied spaces or to the exterior.
  - b. Provide a permanent nameplate on each item of service-connected or power-operated equipment. Nameplates shall contain identifying information and essential operating data such as the following example:

Name of manufacturer  
Name of product  
Model and serial number  
Capacity  
Power Characteristics  
Speed
10. OCTA reserves the right to limit selection to products with warranties not in conflict with requirements of the contract documents.
11. Where products are accompanied by the term "as selected" or similar, OCTA Engineer will make selection.
12. Where products are accompanied by the term "match sample" or similar, sample to be matched is OCTA Project Manager's.
13. Descriptive, performance, and reference standard requirements in the specifications establish salient characteristics of products.

**C. General Product Selection Requirements:**

1. Where products or manufacturers are identified in the specifications, the intent is not to limit competition or to restrict the work to only those products or manufacturers named. Rather, the intent is to establish the level of quality required and the product characteristics important to the success of the work. Subject to compliance with requirements, products of any manufacturer may be incorporated

into the work, if shown to be equal to those listed to the satisfaction of OCTA Project Manager.

2. "Or Equal" Provision: Where "or equal" is included after named manufacturer(s) and product(s), equivalent products of unnamed manufacturers will be considered in accordance with requirements specified in RFP documents.
  - a. Prior to submitting "Or Equal" product(s) for consideration, Contractor shall review and determine that product(s) meet or exceed the minimum quality and warranty provisions of the specified product.
  - b. Cost and time considerations will be waived for products and manufacturers submitted under the "Or Equal" provision, except no increase in maximum obligation payment or term of agreement shall result.
  - c. Contractor's attention is called to the substitution provisions of the Contract.
3. Products Specified by Description: Where Specifications describe a product, listing characteristics required, with or without use of a brand name, provide a product that provides the characteristics and otherwise complies with the specified requirements.
4. Products Specified by Performance Requirements: Where Specifications require compliance with performance requirements, provide product(s) that comply with performance requirements and are recommended by the manufacturer for the intended application. Verification of manufacturer's recommendations may be by product literature or by certification of performance from manufacturer.
5. Products Specified by Reference to Standards Only: Where Specifications require compliance with a standard, provided product shall fully comply with the standard specified.
6. Products Specified by Combination of Methods: Where products are specified by a combination of described characteristics, performance characteristics, reference standards and manufacturer identification, provide products conforming to all such characteristics.
7. Use of products or manufacturers, whether listed or not, is subject to demonstrated compliance with requirements of the contract documents.

**D. Product Selection Procedures:**

1. Basis of Design: Where products or manufacturers are identified as "basis of design" or where sizes, profiles, and dimensional requirements on drawings are based on a specific product or system, comply with provisions for comparable products to obtain approval for listed alternate products or manufacturers. Comply with provisions for substitutions to obtain approval for use of an equal unnamed product or manufacturer.



2. Specified Products: Where the specifications indicate that a product or manufacturer is to be selected from those listed, comply with the provisions for substitutions to obtain approval for use of an equal unnamed product.
3. Other Named Products: Where products or manufacturers are indicated without qualification, or with the words "or approved equal" or similar terms, comply with provisions for comparable products to obtain approval for use of an equal unnamed product.
4. Visual Matching Specification: Where specifications require matching an established sample, select a product that complies with requirements and matches Engineer's sample. OCTA Project Manager's decision will be final on whether a proposed product matches.
5. Visual Selection Specification: Where specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, Contractor shall select a product that complies with other specified requirements.
6. Full Range: Where specifications include the phrase "to match existing colors, patterns, textures" or similar phrase, OCTA Project Manager will select color, pattern, density, or texture from manufacturer's product line submitted by the Contractor, that includes both standard and premium items.

## **PART 2 - PRODUCTS**

Not used.

## **PART 3 – EXECUTION**

Not Used.

## **PART 4 - MEASUREMENT AND PAYMENT**

No separate measurement or payment will be made for the work of this section.

**END OF SECTION**

**SECTION 01 71 13**

**MOBILIZATION AND DEMOBILIZATION**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. This section consists of the Contractor furnishing all transportation, labor, materials and equipment necessary and incidental to mobilization and demobilization to perform the work of this contract. Work for mobilization and demobilization as specified in this section consists of preparatory work and operations at the start of the Contract Work and removal of those items at Contract completion. Contractor shall provide written installation notices to residents and tenants adjacent to the project site per City requirements.

**1.02 DEFINITIONS**

- A. Mobilization is operations necessary for the movement and arrival at the worksite of personnel, equipment, supplies, and appurtenances, all in ready and satisfactory working and operational order, which the Contractor intends to use for the work; for the establishment of all temporary offices and Contractor-owned structures and other temporary facilities necessary to perform the work; proper safety training of project personnel; and for incidental work and operations which must be performed prior to beginning work on the various contract items.
- B. Demobilization is operations necessary for the removal of all personnel, equipment, supplies, appurtenances, Contractor-owned structures, temporary facilities, materials, and debris from the worksite and restoration of site and surrounding properties, affected by the Contractor's activities, to pre-installation conditions, as approved by OCTA Project Manager.

**1.03 SUBMITTALS**

- A. Shop Drawings showing the installation of any pollution control/SWPPP features required for the Project to be established on the site prior to initiating installation, maintained for the duration of installation and removed upon completion of installation.
- B. Copies of all required permits obtained prior to starting Work covered by the permit.
- C. List of tenants that need to get the installation notice.
- D. Proof from the post office that all letters (installation notices) got sent.

**PART 2 - PRODUCTS**

Not Used

**PART 3 – EXECUTION**

**3.01 GENERAL**

- A. The Contractor shall provide personnel, equipment, temporary facilities, installation materials, tools, and supplies at the worksite at the time they are scheduled to be required.
- B. The Contractor shall locate plant or equipment appropriately close to the portion of the work for which it will be used.
- C. The Contractor shall obtain all necessary permits required by the local jurisdictions to perform the work of this Contract. The Contractor shall provide OCTA Project Manager copies of all permits obtained prior to starting work covered by the permit.
- D. The Contractor shall install pollution control features required by permits for the installation. These features shall be maintained throughout the duration of installation and removed at the completion of installation.
- E. Upon completion of the work, the Contractor shall remove all equipment, temporary facilities, installation tools, apparatus, equipment, unused materials and supplies, plant, and personnel from the worksite and shall leave the worksite in a clean and satisfactory condition as approved by OCTA Project Manager.

**PART 4 – MEASUREMENT AND PAYMENT**

Work is considered incidental to work under other payment items and no separate payment will be made.

**END OF SECTION**

**SECTION 01 73 29**

**CUTTING AND PATCHING**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Requirements and limitations for cutting and patching of Work.

**1.02 RELATED SECTIONS**

- A. Section 01 11 00 - Summary of Work.
- B. Individual Product Specification Sections:
  - 1. Cutting and patching incidental to Work specified in the Section.
  - 2. Coordination with Work specified in other Sections for openings required to accommodate Work specified in those other Sections.
- C. Include:
  - 1. Identification of Project.
  - 2. Location and description of affected Work.
  - 3. Explanation of necessity for irregular cutting and patching procedures.
  - 4. Description of proposed special work and alternate products to be used.
  - 5. Alternatives to cutting and patching.
  - 6. Effect on existing construction and, if applicable, work being performed for the Authority under separate contracts.
  - 7. Date and time Work will be executed.
  - 8. Written permission of affected separate contractor.

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

- A. Primary Products: As required for original installation and to match surrounding construction.

- B. Product Substitution: For each proposed change in materials, submit request for substitution under provisions of Section 01 60 00 - Product Requirements.

### **PART 3 - EXECUTION**

#### **3.01 EXAMINATION**

- A. Examination, General: Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.
- B. After uncovering existing Work, inspect conditions affecting proper accomplishment of Work.
- C. Beginning of cutting or patching shall be interpreted to mean that existing conditions were found by Contractor to be acceptable.

#### **3.02 PREPARATION**

- A. Temporary Supports: Provide devices and methods to protect other portions of Project from damage by providing temporary supports.

#### **3.03 CUTTING AND PATCHING**

- A. Cutting and Patching:
1. Execute cutting, fitting, and patching, to complete Work.
  2. Coordinate installation or application of products for integrated Work.
- B. Remedial Work: Remove and replace defective or non-conforming Work.

#### **3.04 PERFORMANCE**

- A. Cutting and Patching:
1. Execute demolition, cutting and patching by methods to avoid damage to adjoining Work, and which will provide appropriate surfaces to receive final finishing.
  2. Contractor is required to take all precautions during installation to prevent damage to OCTA buses, property, equipment, utilities, and OCTA personnel. All precautions are to be taken per CAL-OSHA code to prevent accidents, and damage to adjacent OCTA property and appurtenances.

**B. Restoration:**

1. Restore Work with new products as specified in individual Sections.
  2. Where affected or uncovered by installation work, finish adjacent surfaces and background to condition before installation. Match material, paint, and finish to nearest joint. Damage to adjacent or OCTA property shall be repaired, at the Contractor's expense, to a condition as existed before installation and to OCTA's Project Manager's satisfaction.
- C. Finishing: Refinish (material and paint) surfaces to match adjacent and similar finishes as used for the Project. (match material and paint finish). For continuous surfaces, refinish with material and paint to nearest intersection or natural break or joint. Replace equipment or appurtenances damaged due to demolition, cutting or patching work during installation. Provide material quality to level equal to or better than that which existed before installation started.

**PART 4 - MEASUREMENT AND PAYMENT**

No separate measurement or payment will be made under this section.

**END OF SECTION**

SECTION 01 74 19

INSTALLATION WASTE MANAGEMENT AND DISPOSAL

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. Work Includes: Procedures for ensuring optimal diversion of installation and demolition waste generated by the Project, and documentation procedures for tracking waste generation and diversion.

**1.02 DEFINITIONS**

- A. Certified Mixed Debris Processing Facility: A solid waste processing facility that accepts loads of mixed debris for the purpose of recovering re-usable and recyclable materials and disposing of the non-recyclable residual material.
- B. Class III Landfill: A landfill that accepts non-hazardous solid waste such as household, commercial, and industrial solid waste. A Class III landfill shall have a California Integrated Waste Management Board (CIWMB) solid waste facilities permit and is regulated by the Local Enforcement Agency.
- C. Installation and Demolition (C&D) Debris: Solid waste and recyclable materials that result directly from installation and demolition of buildings and other structures, do not contain hazardous waste (as defined in CCR Title 22, Section 66621.3, *et seq.*), and contain no more than 1 percent putrescible wastes by volume, calculated on a monthly basis. C&D debris includes, but is not limited to: asphalt, concrete, portland cement, brick, lumber, wallboard, roofing material, ceramic tile, pipe, glass and associated packaging.
- D. Disposal: Acceptance of solid waste at a legally operating facility for the purpose of landfilling.
- E. Diversion: Activities that result in reducing the amount of waste disposed at a landfill. This can include source reduction activities, composting, recycling, and reuse.
- F. Inert Debris/Inert Waste: Solid waste and recyclable materials that are source separated or separated for reuse, do not contain hazardous waste (as defined in CCR, Title 22, section 66261.3 *et seq.*) or soluble pollutants at concentrations in excess of applicable water quality objectives, and do not contain significant quantities of decomposable waste. Inert debris may not contain more than 1 percent putrescible wastes by volume calculated on a monthly basis. Gravel, rock, soil, sand and similar materials, whether processed or not, that have never been used in connection with any structure, development, or other human purpose are not inert debris.

- G. Mixed Debris: Material that includes commingled recyclable and non-recyclable installation and demolition debris.
- H. Mixed Debris Processing Facility: A solid waste processing facility that accepts loads of mixed debris for the purpose of recovering re-usable and recyclable materials and disposing of the non-recyclable residual materials. Refer also to Certified Mixed Debris Processing Facility.
- I. Permitted Waste Hauler: A company that possesses a valid and current permit from the County of Orange to collect and transport solid waste from individuals or businesses in the County of Orange.
- J. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating, or thermally destroying solid waste.
  - 1. On-site recycling materials that are sorted and processed for use in an altered form in the Project.
  - 2. Off-site recycling source-separated materials hauled to another location and used in an altered form in the manufacture of a new product.
- K. Recycling Facility: An operation that can legally accept materials for the purpose of processing the materials into an altered form for the manufacture of a new product. Depending on the types of materials accepted and operating procedures, a recycling facility may or may not be required to have a Solid Waste Facilities permit from the CIWMB or be regulated by the Local Enforcement Agency.
- L. Reuse: Materials that are recovered for use in the same form. This includes materials that are reused on-site or off-site.
- M. Salvage: Materials recovered for reuse or sale or donation to a third party.
- N. Source Reduction: Any action causing a net reduction in the generation of solid waste. Source reduction includes, but is not limited to, reducing the use of non-recyclable materials, replacing disposable materials and products with reusable materials and products, reducing packaging, and reducing the amount of yard waste generated.
- O. Source-Separated Materials (Installation and Demolition Debris): Material that is sorted at the site of generation by individual material type for the purpose of reuse or recycling.
- P. Solid Waste: Shall mean waste that the CIWMB has deemed acceptable for disposal at a Class III landfill and shall not include source-separated material.
- Q. Transfer Station: A facility that can legally accept solid waste for the purpose of temporarily storing the materials for re-loading onto other trucks and transporting materials to a landfill for disposal, or recovering some materials for reuse or



recycling. Transfer stations must be permitted by the CIWMB and regulated by the Local Enforcement Agency.

### **1.03 SUBMITTALS**

- A. Waste Management Plan (WMP): Conduct a site assessment and estimate the types and quantities of materials, under the Project, that are anticipated for on-site or off-site processing, recycling, reuse, or disposal.
  - 1. Not more than 10 working days after Notice to Proceed, submit to OCTA Project Manager a written WMP. The plan shall show the percentage of recycling for inert debris expected from the Project and the percentage recycling for the remaining C&D debris expected from the Project. While no minimum amounts of recycling have been established for this project, Contractor shall make every reasonable effort to achieve a minimum of 50% by weight of material that is recycled, re-used, salvaged or otherwise diverted from landfill.
  - 2. OCTA Project Manager's approval of the Contractor's WMP will not otherwise relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures.
- B. Solid Waste Diversion and Disposal Report (SWDD Report): One week prior to the first of every month, and prior to Contractor's monthly progress estimate for payment, Contractor shall prepare and submit to OCTA Project Manager a written SWDD report quantifying all material generated in the Project which was either disposed or diverted from disposal through reuse or recycling during the time period covered by the SWDD report and progress payment. Include in the Report a cumulative history of the diversion and disposal for the Project. Attach supporting documentation including manifests, weigh tickets, receipts, reports, invoices, and other supporting documents specifically identifying the project, the recyclables and solid waste generated by the Project, and where the material was sent. The final SWDD report shall cover the complete time period of the Project and shall contain a list of the total waste disposed and/or diverted for each reporting period. The final SWDD report and supporting documentation shall be submitted within 30 Calendar Days of Project completion.

### **1.04 WASTE MANAGEMENT PLAN SUBMITTAL MEETING**

- A. On or about 5 working days after Notice to Proceed, OCTA Project Manager will schedule and attend a meeting with the Contractor to discuss the proposed WMP submittal. This meeting shall be held to allow the OCTA and the Contractor an opportunity to develop a mutual understanding regarding the recycling and reuse requirements and programs.

### **1.05 REUSE, SALVAGE, AND RECYCLING OPTIONS**

- A. Contractor shall make use of as many reuse and salvage options as is feasible. One option is the California Materials Exchange (CalMAX), a free program sponsored by the CIWMB.
- B. Recycling shall include both on-site and off-site recycling of source-separated materials, as well as mixed debris recycling efforts.
- C. On-site recycling program shall produce a quality product to meet the specifications identified in the Contract Documents, subject to approval. Estimate the amount of material to be used in the Project and include a program for off-site recycling of any excess material that cannot be used in the Project.
- D. Develop and implement a program to include source separation of solid waste, to the greatest extent feasible, of the following types:
  - 1. Wood (lumber)
  - 2. Green material (i.e. tree trimmings)
  - 3. Metals
- E. Mixed Debris Recycling: Develop and implement a program to transport loads of commingled installation and demolition materials that cannot be feasibly source separated to a mixed debris recycling facility.

#### **1.06 HAULING AND DISPOSAL OPERATIONS**

- A. Hauling: Arrange the collection and hauling of C&D debris by a waste hauler that is permitted by the County of Orange Waste Management Department and Agencies as applicable.
- B. Recycling And Processing Facilities: Transport C&D debris to recycling or processing facilities. Contractor shall be familiar with the requirements for acceptance of C&D materials at the recycling and processing facilities before the material is delivered. Always call facilities in advance to verify requirements.
- C. Disposal Facilities: Transport C&D debris that cannot be delivered to a recycling or processing facility, to a transfer station or disposal facility that can legally accept the materials for the purpose of disposal.
- D. Site Disposal: Do not burn, bury, or otherwise dispose of solid waste on the Project job-site. All trash, debris, and removed materials shall be hauled away and legally disposed off-site on the same day they are removed.

#### **PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

**PART 4 – MEASUREMENT AND PAYMENT**

No separate measurement or payment will be made under this section.

**END OF SECTION**

**SECTION 01 74 23**

**CLEANING**

**PART 1 - GENERAL**

**1.01 DESCRIPTION.**

A. Work Included:

1. Execute cleaning, during progress of the work, and at completion of the work.

B. Related Work Specified Elsewhere:

1. Cleaning for specific products or work; the respective specification section for that work.
2. Refer to Section 01 14 25, Procedures in Installation for requirements for restoration of project site(s), including but not limited to photographic documentation.
3. Refer to Section 01 71 13, Mobilization and Demobilization for requirements for removal of all of Contractors facilities, equipment and tools.

**1.02 DISPOSAL REQUIREMENTS.**

- A. Conduct cleaning and disposal operations to comply with all applicable codes, local codes, ordinances, regulations and laws, rules and practices.
- B. Conform to requirements of 01 74 19, Installation Waste Management and Disposal.

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

**PART 3 - EXECUTION**

**3.01 CLEANING DURING INSTALLATION**

- A. Provide all labor and equipment required to remove trash and broom clean project sites as required, including surrounding areas affected by installation activities.
- B. Provide all labor and equipment required to load, haul, and legally dispose of all installation trash and debris at the end of each work day throughout the duration of the project.
- C. Pay all dump fees required to legally dispose of materials.
- D. Clean and wash parking lots and driveways.
- E. Provide labor to clean the office trailer once a week.
- F. Wet down dry materials and rubbish to prevent blowing dust.
- G. At reasonable intervals during progress of work and at the end of each work day, remove waste materials, debris and rubbish from site and dispose of legally away from site.
- H. Handle waste materials and debris in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- I. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly painted surfaces.
- J. Do not place in fills or backfills or bury at site any waste material, rubbish or debris. Remove such material from project to a lawful disposal area by the end of each work day; pay all associated hauling and dumping charges.
- K. Perform any additional cleaning or cleaning at shorter intervals when instructed to do so by OCTA Project Manager.

**3.02 FINAL CLEANING**

- A. SUBSTANTIAL COMPLETION REVIEW CLEANING, GENERAL
  - 1. Substantial Completion Review Cleaning, General: Execute a thorough cleaning prior to Substantial Completion review by the Engineer.
    - a. Clean surrounding areas affected by installation. Clean and repair all surrounding areas and appurtenances such as curbs, gutters, swales, storm drain, platforms, equipment, vents, buses, fences, Apex boxes, light concrete pedestal, landscaping, and driveways. Repair equipment, curbs, surrounding

driveways, landscaping, and site affected by the installation work by thorough brooming and washdown. Remove all oil, concrete, debris, and paint from the surfaces mentioned.

- b. Remove waste and surplus materials, rubbish and temporary installation facilities, utilities and controls from site.
2. Employ experienced workmen, or professional cleaners, for final cleaning.
3. In preparation for occupancy, conduct final inspection of sight-exposed surfaces, and of concealed spaces.
4. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials, from sight-exposed finished surfaces; polish surfaces so designated to shine finish.
5. Wash and shine glazing and mirrors.
6. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.
7. Water-jet clean paved surfaces; rake clean other surfaces of grounds. Comply with SWPPP BMP measures.
8. Remove all protective installation coverings and coatings.
9. Maintain cleaning until project is occupied.
10. Final cleaning shall be done to the satisfaction of OCTA Project Manager.

**B. FINAL COMPLETION INTERIOR CLEANING**

1. Final Completion Cleaning, General: Complete final cleaning before submitting final Application for Payment.
  - a. Remove oil, grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from all visible exterior surfaces.
  - b. Remove dust from all horizontal surfaces not exposed to view, including equipment, light standards, ledges, utilities, buses, apex boxes, and plumbing fixtures on site affected by installation.
  - c. Repair all disrupted or broken appurtenances which were damaged during installation to a new condition to the OCTA's Project Manager's satisfaction.
2. Clean all adjacent walls, equipment, and other appurtenances mentioned in article 3.1.A.1 above affected by installation work including areas adjacent to installation and on site.

3. Clean installation area in which phase has been completed and re-stripe before begin of next phase of work

**C. FINAL COMPLETION SITE CLEANING**

1. Site Cleaning: Broom clean exterior paved surfaces. Rake clean other surfaces of the grounds affected by installation material.
  - a. Wash down and scrub where necessary all paving soiled as a result of installation activities. Thoroughly remove material droppings, and stainsl.
  - b. Remove from the site all installation waste, unused materials, and other debris resulting from the Work.

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

**PART 4 – MEASUREMENT AND PAYMENT**

No separate measurement or payment will be made under this section.

**END OF SECTION**

**SECTION 01 77 00**

**CLOSEOUT PROCEDURES**

**PART 1 – GENERAL**

**1.01 SUMMARY**

A. Section Includes:

1. Administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - a. Substantial Completion procedures.
  - b. Final Acceptance procedures.

B. Related Sections:

1. Section 01 74 23, Cleaning, for final cleaning of project site(s).
2. Divisions 02 through 49 sections for any specific closeout requirements for the work in those sections.

**1.02 SUBSTANTIAL COMPLETION**

- A. Preliminary punch list review: At Contractor's request, the Engineer will attend a preliminary Contract closeout review, not earlier than 14 days prior to anticipated Substantial Completion review day. The Engineer and Contractor shall conduct a brief walk-through of Project to review scope, adequacy and completeness of the Work. The Engineer will prepare a typewritten list of items to be completed and corrected (preliminary punch list).
- B. Before requesting review/inspection for determining date of Substantial Completion, the Contractor shall complete the following:
  1. Execute cleaning and clear site of temporary facilities and controls, as specified in Section 01 50 00 Temporary Facilities and Controls and in Section 01 74 23 Cleaning.
  2. Prior to Substantial Completion review, complete all testing, inspection, balancing, sterilization and cleaning of the Work. Obtain final City Inspection and



City sign-off required for the Project. Provide original of final sign-off cards to the Authority.

3. Submit specific warranties, maintenance service agreements, final certifications, and similar documents.
  4. Obtain and submit releases permitting OCTA unrestricted use of the work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  5. Prepare and submit project record documents, operation and maintenance manuals, final completion installation photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  7. Make final changeover of permanent locks and deliver keys to OCTA Project Manager. Advise OCTA's personnel of changeover in security provisions.
  8. Complete startup testing of systems.
  9. Submit test/adjust/balance records.
  10. Terminate and remove temporary facilities from project site, along with mockups, installation tools, and similar elements. Refer to Section 01 71 13, Mobilization and Demobilization for requirements.
  11. Advise OCTA Project Manager of changeover in utilities.
  12. Submit changeover information related to OCTA's occupancy, use, operation, and maintenance.
  13. Complete final cleaning requirements, including touchup painting. Refer to Section 01 74 23, Cleaning for requirements.
  14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- C. Contractor's Certification: The Contractor shall submit to the Engineer written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and

ready for Substantial Completion review by the Engineer. Provide five working days notice to the Engineer that Work is substantially complete.

- D. Punch List Review: The Authority's Engineer, and the responsible design consultants, as may be necessary, will attend a Contract closeout review and conduct a walk-through of Project to review the updated list of items to be completed and corrected (Punch List).
  - 1. Contractor shall prepare a list and record additions, deletions, and revisions as noted by the Engineer for completion or correction.
  - 2. The Contractor shall complete all items on the punch list and notify the Engineer the completed items. The Engineer will update and distribute the revised Punch List after his next walk-through.
  - 3. Costs of additional visits caused by incomplete scope of work or punch list items after the second visit to the site by the Engineer and the design consultants, to review completion and correction of Work, shall be reimbursed to the Authority by the Contractor.
- E. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, OCTA Project Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. OCTA Project Manager will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by OCTA Project Manager, that must be completed or corrected before certificate will be issued.
  - 1. Re-inspection: Request re-inspection when the work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for final completion.

### **1.03 FINAL ACCEPTANCE**

- A. Preliminary Procedures: Before requesting final inspection for determining final acceptance, complete the following:
  - 1. A final Application for Payment according to the General Provisions of the Contract.

2. Submit certified copy of OCTA Project Manager's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by OCTA Project Manager. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Instruct OCTA's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for final acceptance. On receipt of request, OCTA Project Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. OCTA Project Manager will prepare a final Certificate for Payment after inspection or will notify Contractor of installation that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the work identified in previous inspections as incomplete is completed or corrected.
- C. Engineer's Certification: The Engineer determines that the list of items to be completed and corrected (Punch List) is sufficiently complete for the Authority to occupy the Project area for the use to which it is intended.
- D. Notice of Completion: The Authority, after receipt of the Engineer's certification, will record a Notice of Completion with the county.

## **PART 2 – PRODUCTS**

Not Used

## **PART 3 - EXECUTION**

Not Used

## **PART 4 - MEASUREMENT AND PAYMENT**

No separate measurement or payment shall be made under this section.

**END OF SECTION**

**SECTION 28 23 00**

**VIDEO SURVEILLANCE SYSTEM**

**PART 1 GENERAL**

**1.1. Summary**

- A. Contractor shall furnish all design documentation, procure equipment, materials, labor, supervision, tools, testing, demonstration, and training for installation of Video Surveillance System (VSS) at Anaheim bus base, Irvine Construction Circle bus base, Irvine Sand Canyon bus base, and Orange administration building 600.
- B. Contractor shall coordinate installation of work with OCTA.
- C. Utility outages must be scheduled 48 hours in advance.

**1.2. System Description – VSS Camera Coverage**

- A. This section includes the design and installation of a complete turn-key network based VSS with alarm monitoring capabilities for the sites and integration into existing VSS Milestone platform and site security system. The camera locations and areas of video coverage shall be based on preliminary concept camera and device types, location, coverage plans provided by OCTA as minimum requirements. See Exhibits A-1, A-2, A-3, and A-4 for details.
- B. The system shall be equipped to provide continuous recording capability of all cameras and storage of video for 30 days.
- C. The system shall be designed for everyday safety and security requirements as well as revenue protection, anti-crime and anti-terrorist applications.
- D. All existing and new VSS devices within OCTA bus bases and Orange Administration Building shall be integrated into the existing Milestone VSS platform.
- E. All camera deployments shall provide at a minimum personal identification, action identification, and scene identification. To assist in monitoring all of the camera locations on the site, the video surveillance system shall incorporate intelligent video analytics for behavioral based alarming. The video analytics shall automatically alert the security video surveillance system workstation on any violation of analytics alarm behavioral events.
- F. The Contractor shall seamlessly integrate the existing Milestone XProtect Video Surveillance System for OCTA. The Milestone XProtect System is a client/server design.

**1.3. Related Documents**

- A. All RFP documents apply to this Section.

- B. References to industry and trade association standards and codes are minimum installation requirement standards. Drawings and other specification sections shall govern in those instances where requirements are greater than those specified in the referenced standards.
- C. This Section (28 23 00) shall be used as a base document for all specification sections required for this project, including but not limited to electrical, communication, and security sections. These specifications sections shall be provided by the Contractor in conjunction with the drawings to provide and install a complete and fully integrated functional VSS.

**1.4. Submittals**

- A. Existing Conditions Report.
- B. Design Drawings and coverage graphs.
- C. Manufacturer's product descriptions, including standard catalog data and performance specifications.
  - 1. Manufacturer's standard configuration and detail drawings.
  - 2. Equipment block, schematic, wiring and interconnection diagrams.
  - 3. Video coverage analysis of all cameras to be provided.
  - 4. Storage calculation for Network video server locally.
- D. Contractor shall prepare responses to OCTA schematic (report and 25% design plans), 90%, and 100% design review comments.
- E. Contractor shall provide submittal of final design documents to OCTA for review.
- F. Shop drawings, product data, and samples shall be submitted in accordance with Section 01 33 00 Submittal Procedures.

**1.5. Operation and Maintenance Manuals**

- A. Operation and maintenance manuals shall include:
  - 1. Operation and maintenance manuals, containing shop drawings, product specifications, manufacturer's standard start-up instructions, operating instructions, configuration, alignment, and troubleshooting; schematics, wiring, and signal flow diagrams; parts list; and list of recommended spare parts.
  - 2. Test procedures, on-site inspection reports, test reports containing the data for the field acceptance test containing measured test data and calculations that demonstrate compliance.

3. Wiring one-line diagrams and Site Plan showing camera locations and coverage

1.6. Warranty Coverage

- A. Repair services and replacement parts for the system furnished under this contract shall be available for a period of ten (10) years after the date of final acceptance by OCTA.
- B. Contractor shall provide service technician on-site within 4 hours of call for service.

1.7. Measurement and Payment

Payment for the work in this section shall be included as part of the lump-sum proposal amount stated in the RFP documents.

**PART 2 MATERIALS, TECHNICAL REQUIREMENTS, AND CONTRACTOR  
QUALIFICATIONS**

The items listed below are meant to convey basic functional requirements of the system.

2.1. Basic Components include but not limited to:

- A. Existing Equipment and Software.
- B. Network Digital Video Recorder (NVR) servers with local long-term video storage systems. Manufacturer: Milestone (Existing, OCTA provided, Contractor is responsible for programming and configuring).
- C. Network Video Recorder Application Software with applicable licenses for the number of cameras being installed (Existing, OCTA provided, Contractor is responsible for programming and configuring).
- D. Digital video intelligent content analytics systems: Manufacturer: Milestone (Existing, OCTA provided, Contractor is responsible for programming and configuring).
- E. Digital network video surveillance system: Manufacturer: Milestone (Existing, OCTA provided, Contractor is responsible for programming PC Workstation, Application and Database Servers).
- F. Cameras and appurtenances.
- G. Ethernet Network Equipment.
- H. Power Over Ethernet LAN switches (furnished by Owner/OCTA, installed by Contractor).

- I. Enclosed Power Supplies
- J. Uninterrupted Power Supplies (furnished by Owner/OCTA).
- K. Transient Voltage Surge Suppression.
- L. Equipment racks.
- M. Rack mounted CAT 6 patch panels.
- N. Rack mounted fiber optic patch panels and fiber optic transceivers.
- O. Rack mounted CCTV power supplies.
- P. Rack mounted Network Video Recorders (furnished by Owner/OCTA).
- Q. Rack mounted sliding Personal Computer (PC) for local viewing, control, and administration of VSS.

## 2.2. System Components

- A. Cameras, mounts, Network Video Recorders (NVRs), NVR application software, Power Over Ethernet (POE) Local Area Network (LAN) switches, video encoders, camera power supplies, CAT 6 patch panels, CAT 6 cabling, CAT 6 RJ-45 jacks, CAT 6 patch cords, fiber optic patch cords, fiber optic cable, fiber optic patch cords and twisted pair cable shall be provided to monitor areas as described herein and indicated on the drawings.
- B. Design of a dedicated CCTV LAN. Contractor shall obtain the services of a certified network engineer to design and specify the CCTV LAN system components to provide capacity for the number of cameras needed for areas of coverage. The dedicated CCTV LAN switches must be compatible with the existing cameras within OCTA bus bases and administration building existing NVR and NVR application software.
- C. CCTV cameras shall be IP based high definition.
- D. Within the NVR application software for each OCTA facility in this RFP, develop a graphic facility map with camera icons at the locations of actual installed cameras. This map will allow users to quickly locate a camera of interest and by double clicking, will automatically display the video from that camera on their PC workstation.
- E. Coordination with OCTA to define the working parameters of the system such as camera views, image quality, record rates, and schedules.
- F. Coordination with other trades and the work sequence.
- G. Cabling from cameras shall be routed to the existing data storage room at each facility and terminated in rack mounted patch panels.
- H. CCTV cameras shall be powered from Power Over Ethernet LAN switches or rack



mounted CCTV power supplies.

- I. CCTV cameras located too great a distance from the telecom room for it to be practical to route power cabling may be fed from distributed power supplies.
- J. The rack mounted VSS equipment shall be fed from dedicated rack mounted UPS.

### 2.3. Specific System Hardware and Software Characteristics

#### A. NVR Application Software. Provide with the following characteristics:

1. The CCTV system shown on the drawings produced by the contractor and specified herein is an Internet Protocol (IP) network-based video surveillance and camera management system. NVRs shall store video from IP cameras onto an internal hard drive(s).
2. Cameras shall be located to capture the areas of coverage listed in these specifications and shown on the plans. Network components shall be mounted within equipment racks as indicated on the drawings.
3. NVR Application Software shall run as a Windows Service without the user interface or as a Windows Application with the user interface and shall operate on industry standard Microsoft Windows most current on the market. Advanced Server, most current on the market server, XP Professional, or .NET operating system with all the controls done via keyboard and mouse.
4. NVR Application Software shall be based on industry standard hardware and shall not include any proprietary hardware such as video capture or frame grabber cards.
5. All System configurations, changes, setups, and operation shall be a password protected and available to the System Administrator for access and use.
6. Shall support API for integration with 3<sup>rd</sup> party software. System shall support the input and management of alarms from 3<sup>rd</sup> party security systems.
7. Shall be able to define "Generic ASCII Generated Events" by exact match or by match within a string of pre-defined ASCII characters and symbols received on TCP- IP or UDP port of the NVR server.
8. Shall communicate and receive video image streams from IP addressable Cameras using IP protocol.
9. Shall support IP cameras and encoders using MJPEG, MPEG4 and H263 compression simultaneously.
10. Shall have the ability to view, record, playback and archive video from cameras locations over the IP network. (Multi-location recordings).

11. Shall simultaneously record, playback and display live video and audio (Triplex).
12. Shall allow time synchronized multiple cameras view/playback with motion detection information.
13. Shall have the ability to record and store images at rates between 1 frame per hour to 30 frames per second on a per camera basis.
14. Shall have the ability to store the recorded images on the System's local hard drive or on a Network Attached Storage (NAS), shall be 5TB. System shall support RAID-5 hard drive recording configuration.
15. Shall support the recording of at least 45 cameras per server at 4CIF resolution at 30 frames per second.
16. Shall have automatic (maintenance free) daily archiving capabilities of recorded video with automatic archive recycling.
17. Shall have video search capabilities to find video images by Time, Date and Activity/Alarm.
18. Shall have an advanced motion detection capability with ALL the functions as described below. The operator shall have the ability to use one, several or any non- conflicting combinations of the following functions, on a per camera basis:
  - a. Automatically freeze the live video of a camera with no motion in its field of view.
  - b. Stop recording camera images with no motion in it field of view.
  - c. Start recording images up to 600 seconds before a motion is detected in the cameras field of view and continue recording for up to 600 seconds after the motion stopped in the cameras field of view.
  - d. Adjustments of motion level sensitivity.
  - e. Adjustments of low light noise levels to avoid false motion detection.
  - f. Inclusion / exclusion motion detection zones per camera
  - g. Change recorded frame rate when motion is detected.
19. Shall be able to speed-up the recording FPS on motion detection.
20. Shall be able to adjust image resolution to CIF 360x240, VGA (4CIF) 640x480 and up to 2,048 x 1,536 lines
21. Shall be able to adjust the compression level of the video image data size, to save on storage size, when needed.
22. Shall provide Image server service to allow authorized users to view live video, playback of recorded video and search the archive to view video using installed client software based on .net technology. The client shall be downloaded from the record.

**B. Exterior and Interior Mount IP Cameras**

1. Provide an integrated package that includes exterior and interior day/night IP cameras and appurtenances.

#### 2.4. Contractor qualifications

- A. Contractor shall possess a Milestone Advanced Certificate prior to execution of the Agreement.
- B. The Contractor shall provide factory-trained and certified technicians as field supervisors to perform the field supervision on site to guide the final check-out and to ensure the system integrity.
- C. Contractor shall provide copies of technician certifications by the manufacturer.

### **PART 3 EXECUTION**

The following issues shall be addressed by the VSS design engineer. These issues are not meant to represent the full extent of VSS designer involvement, but instead are meant to convey basic functional requirements of the system. The Contractor shall furnish all design documents, equipment, materials, labor, supervision, installation, tools demonstration, training and equipment required to design, install and startup the video surveillance system as described in these specifications.

#### 3.1. Cameras

- A. Coordinate camera installation with OCTA. Develop and submit mounting details for review and comment for every camera type and unique mounting. Manufacturer's standard details will not be acceptable. Details must include routing of conduit and cabling to the camera, camera mounting brackets, attachment and anchoring of camera, mounting height of camera.

#### 3.2. Conduit

- A. Coordinate surface mounted conduit routing and attachment with OCTA. Develop and submit details for review and comment for every unique surface installation. Details must include size of conduit, attachment and anchoring of conduit, mounting height, painting of conduit to match adjacent surfaces.

#### 3.3. Network and Recording Equipment

- A. Develop for review and comment video recording calculations indicated the network video servers required to provide 30 days of recording storage.
- B. Develop and submit for review and comment rack elevation details. Details must include sizes of equipment.
- C. Develop for review and comment enlarged floor plans of the telecom room showing layout of equipment racks and wall mounted equipment. Include electrical distribution

equipment located within the room.

- D. Develop for review and comment network equipment power requirements. Coordinate requirements with electrical distribution system designer.

### 3.4. Conductors and Cables

- A. All CCTV system wiring shall be plenum rated when not installed in conduit.

- B. Cabling installed outdoors or below grade shall be outdoor rated flooded cable with polyethylene outer jacket and pair insulation for all exposed outdoor and underground cable installations. Cable shall have an operation temperature range of -40 to 70 degrees Celsius. Cable shall meet the requirements of NEMA WC 63/66, ANSI/ICEA S-90-661.

### 3.5. Testing, Documentation and Training

- A. Submit testing procedures for review and approval. Testing shall demonstrate the conformance of the system to the requirements of the drawings and specifications.
- B. Upon completing installation of the system, align, adjust, and balance the system and perform complete pretesting. Determine, through pretesting, the conformance of the system to the requirements. Correct deficiencies observed in pretesting. Replace or repair malfunctioning or damaged items, and retest until satisfactory performance and conditions are achieved.
- C. Upon completion of pretesting, conduct acceptance testing in presence of Owner's Representative.
- D. Two weeks prior to final inspection, submit four (4) copies of a certificate by the authorized representatives of Milestone and the manufacturer(s) of major equipment that the system has been properly installed, integrated, adjusted and pre-tested.
- E. Contractor shall provide the services of a competent and qualified manufacturer trainer to conduct on-site VSS training sessions for OCTA personnel upon completion and acceptance of the systems specified herein.
- F. Contractor shall provide as-built documentation of the system.

### 3.6. Spare parts

- A. The Contractor shall furnish and deliver, as part of the contract, one spare camera of each camera type to OCTA for each bus base. All the replacement (spare) parts shall be unopened and in their original packaging with all instructions and presented to the OCTA representative prior to final acceptance inspection.

**END OF SECTION 28 23 00**

**EXHIBIT A-1: DRAWINGS (ANAHEIM BUS BASE)**

CONCEPT CAMERA AND DEVICE TYPE, LOCATION, AND CONVERAGE PLAN

# ANAHEIM BUS BASE

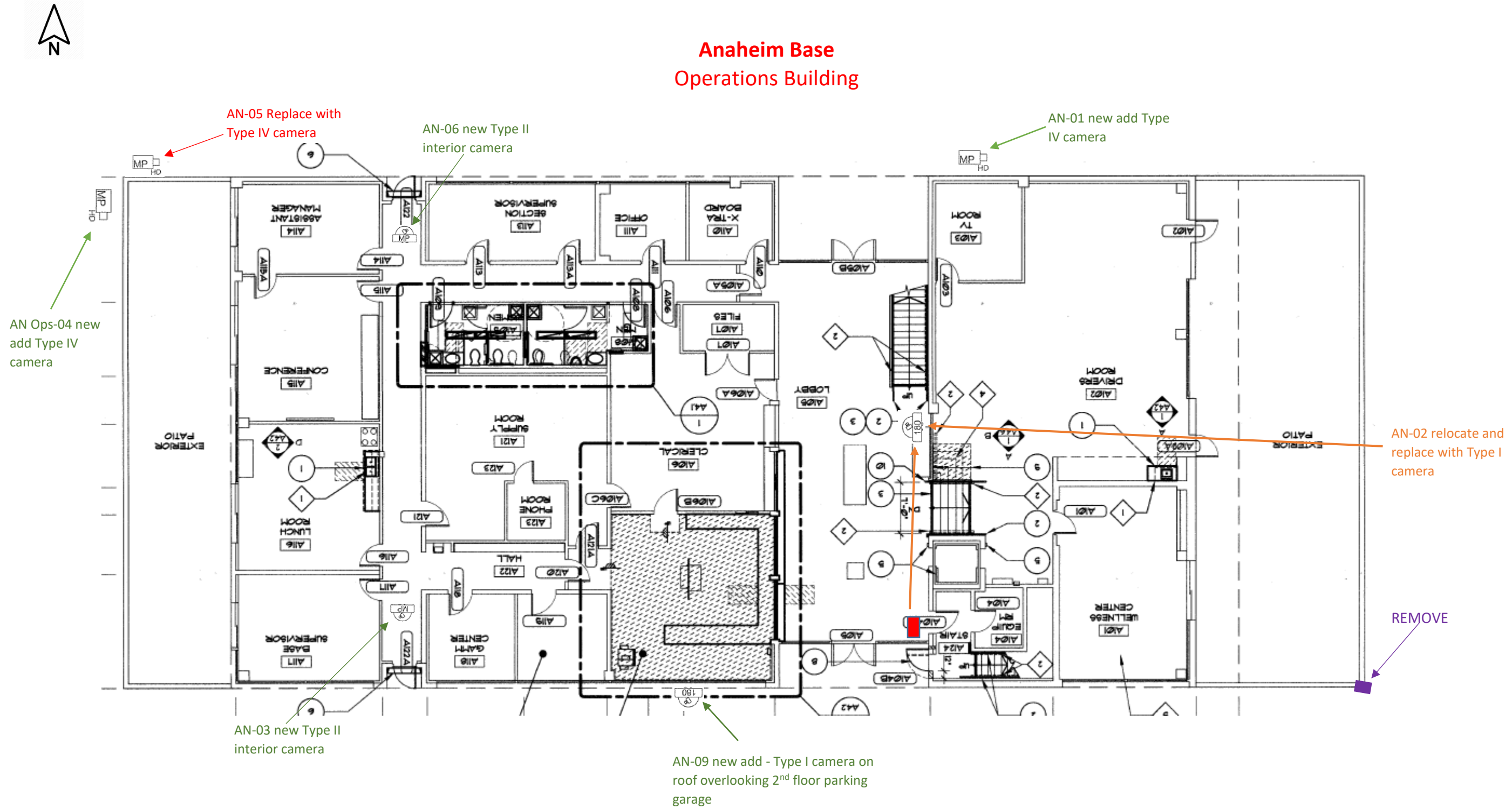
Location



Vicinity Map

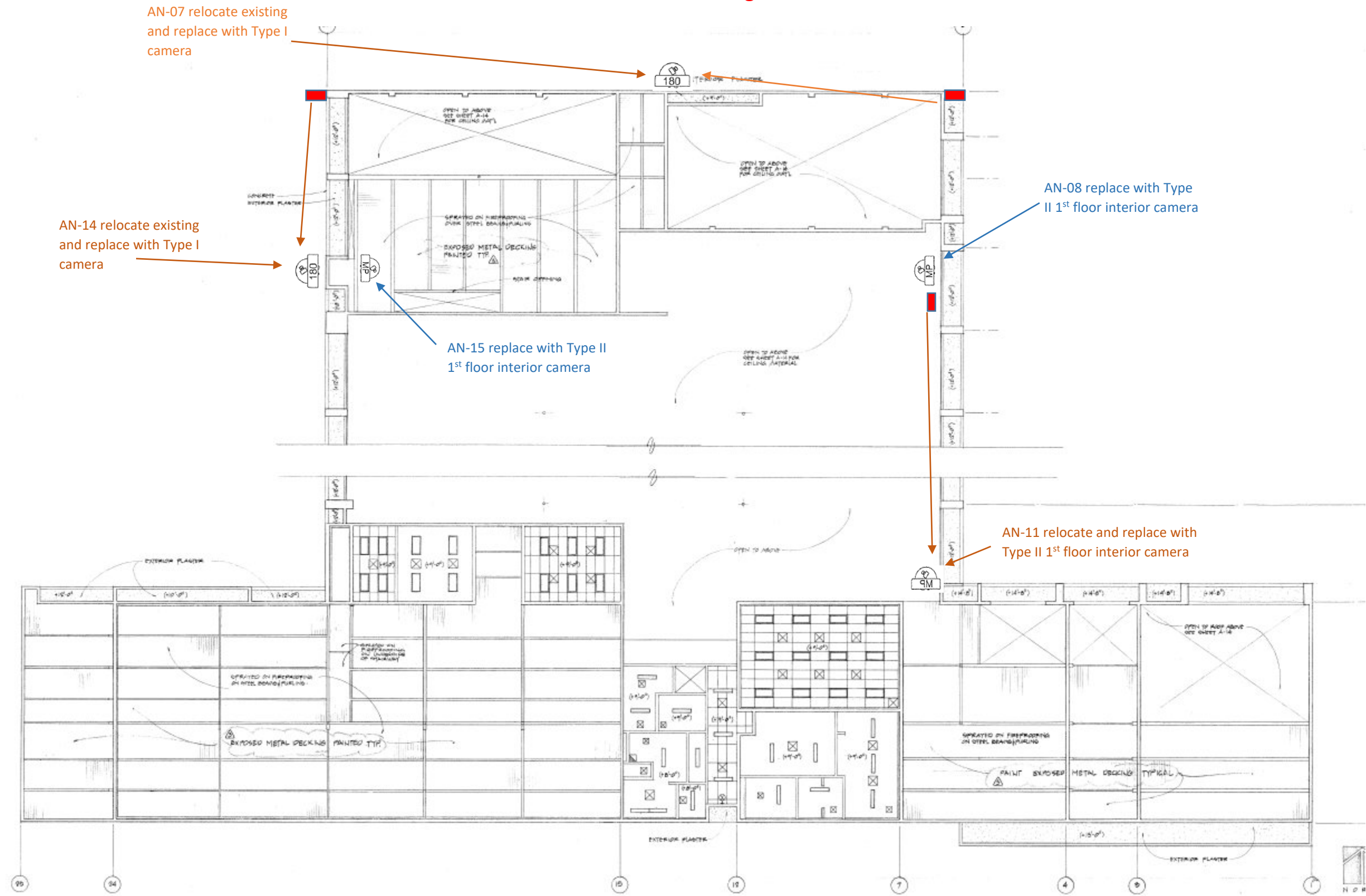


# Anaheim Base Operations Building



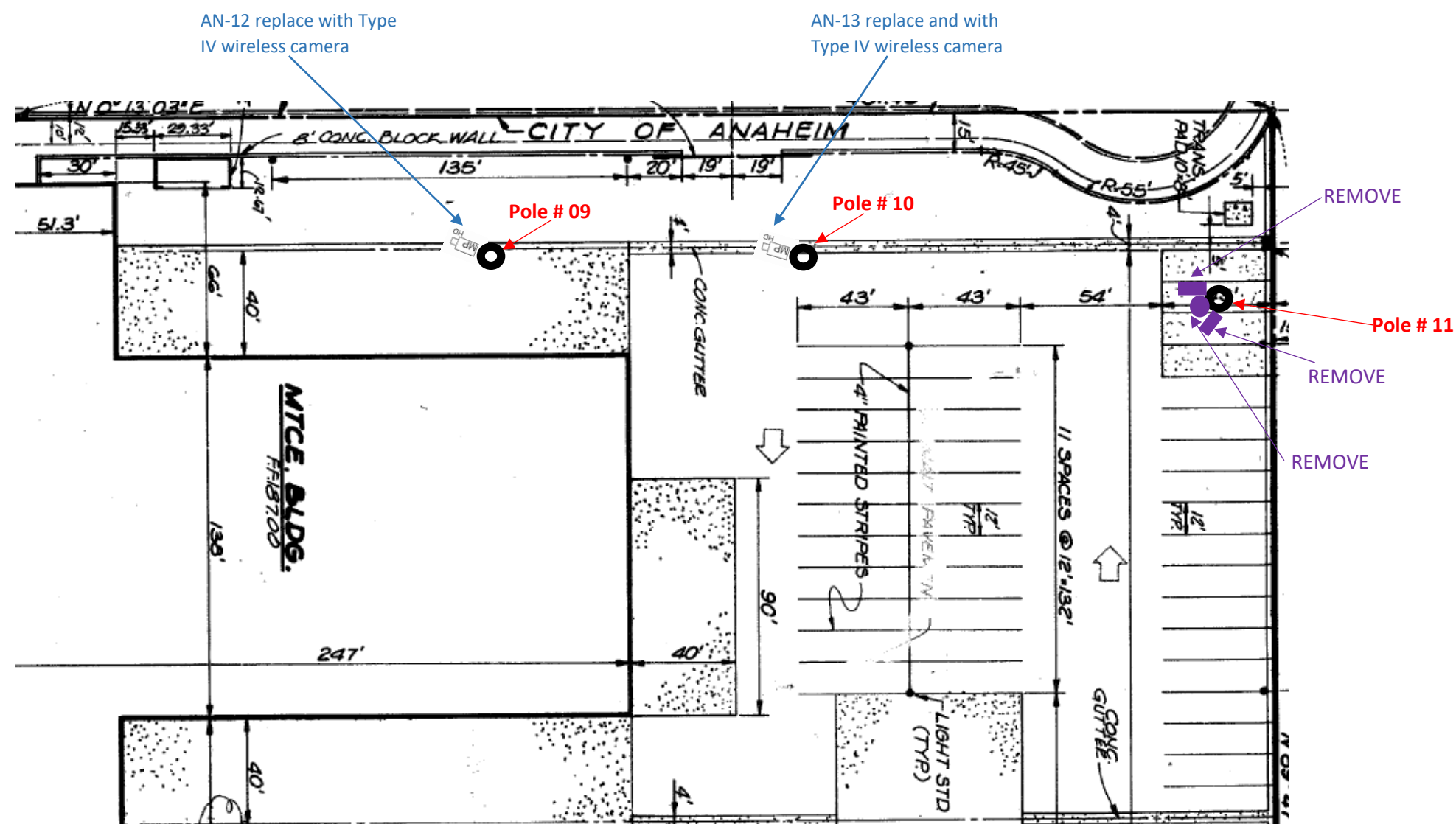


# Anaheim Base Maintenance Building



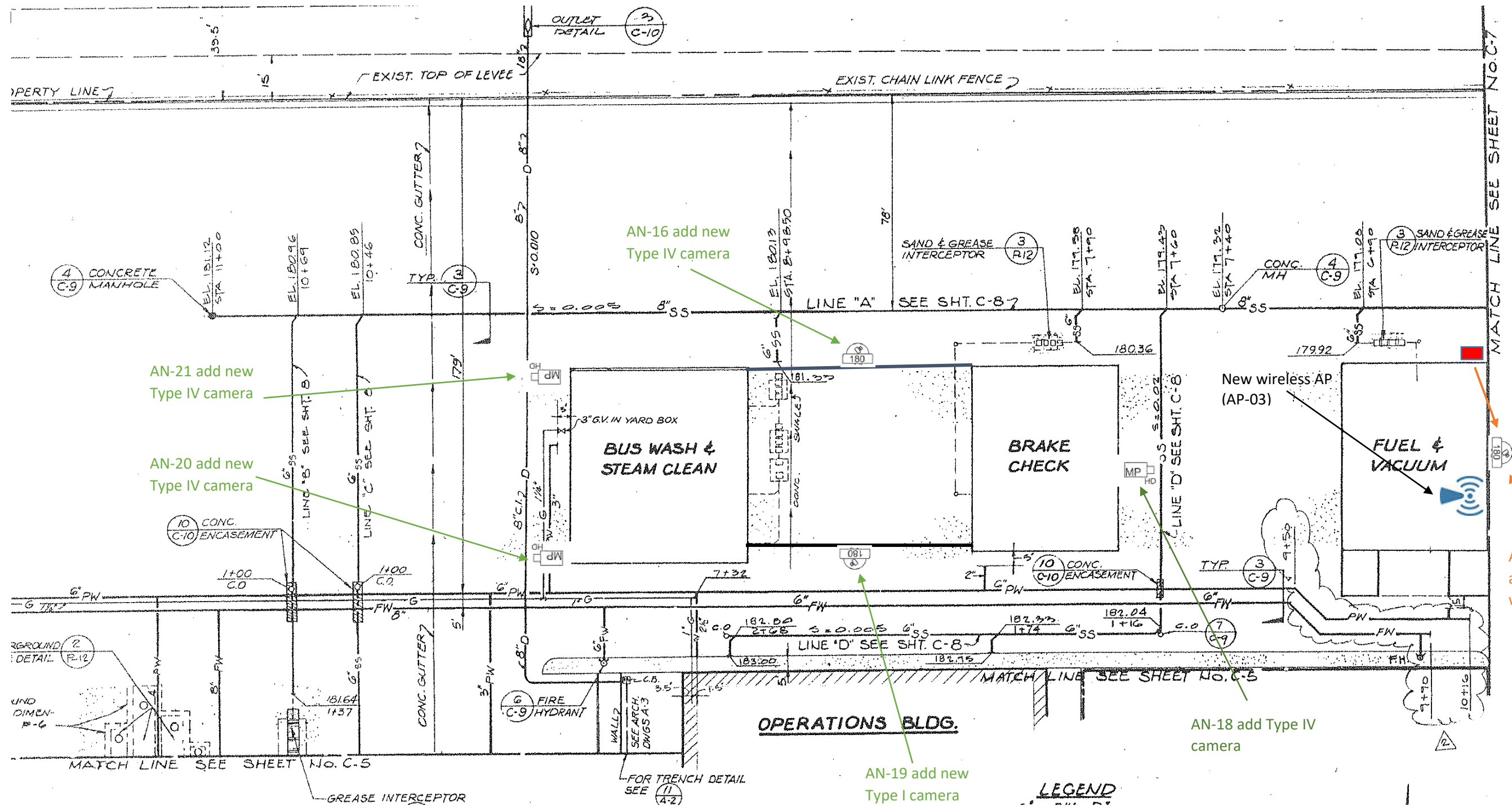


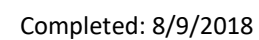
Anaheim Base  
Maintenance West Yard Area





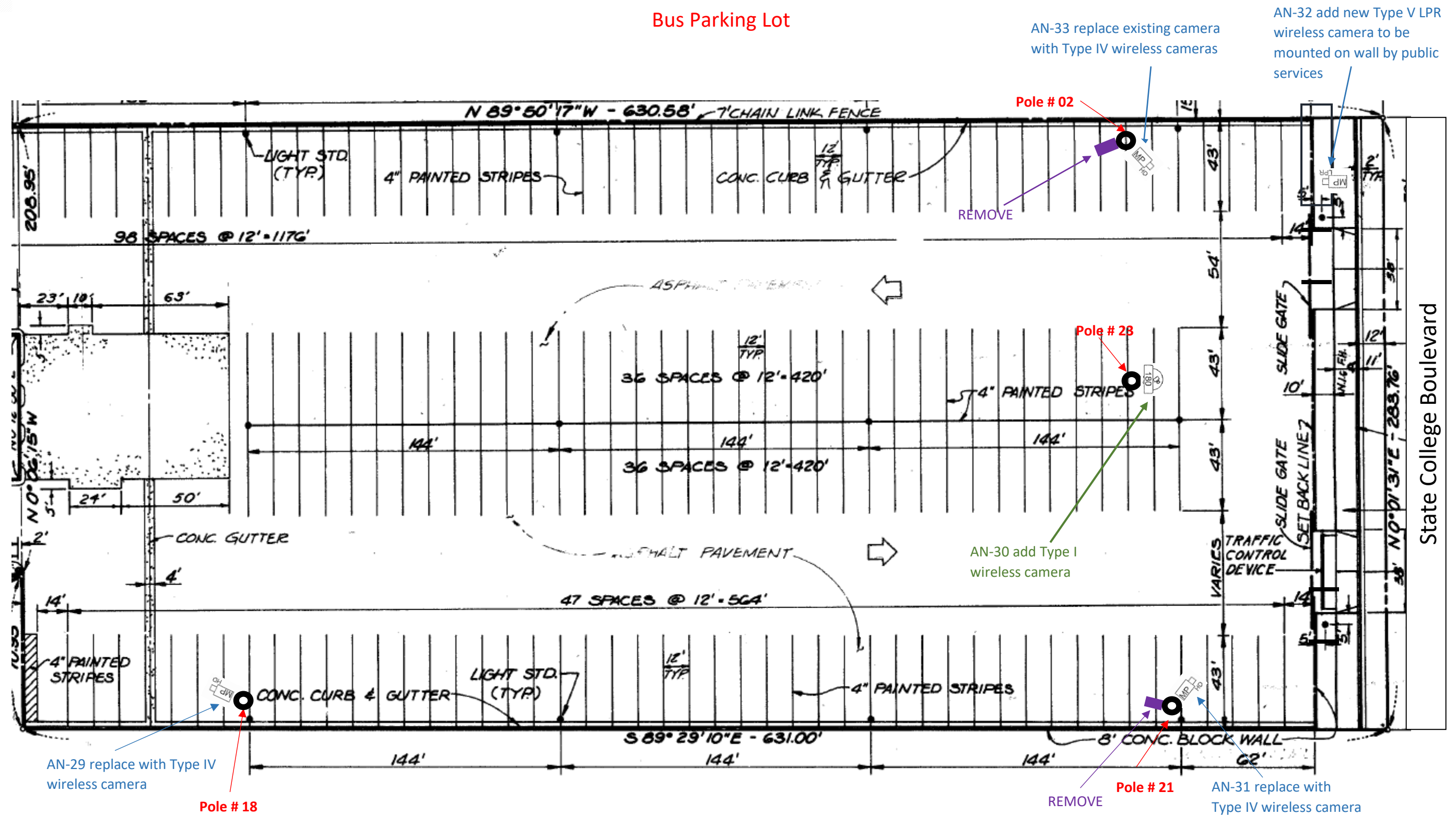
Anaheim Base  
Anaheim Bus Wash/Break Check/Fuel Island







Anaheim Base  
Bus Parking Lot





Anaheim Base  
Employee Parking Garage 1<sup>st</sup> Floor



AN-34 replace with Type V  
LPR camera

AN-35 replace with Type IV  
camera

AN-38 relocate and replace  
with Type IV camera

AN-39 relocate and  
replace with Type IV

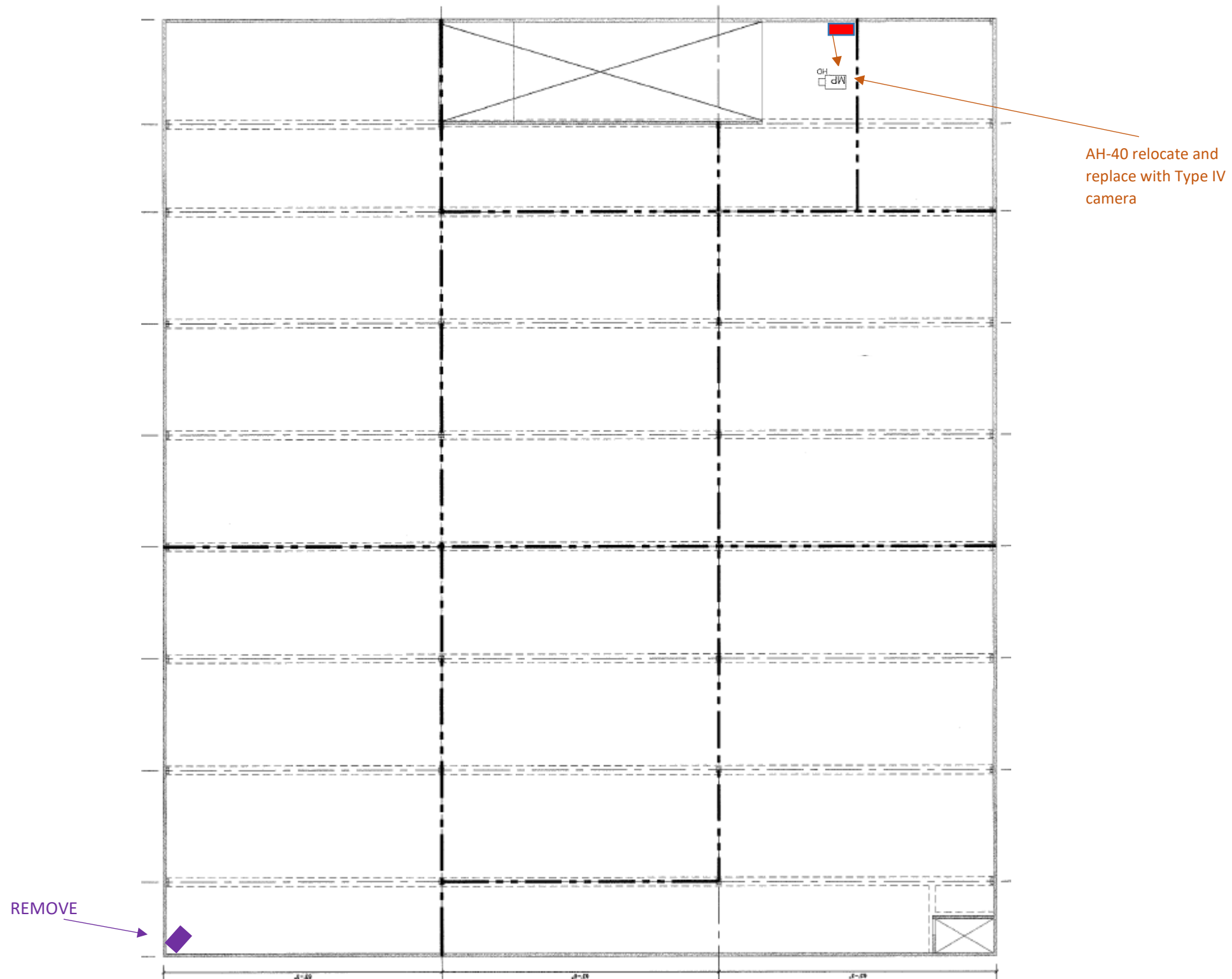
AN-36 add Type V LPR  
camera

AN-37 add Type IV camera  
(stairwell/door)













**Anaheim Base**  
**Employee Parking Garage 2<sup>nd</sup> Floor**








Item No.	Type	Action	Location Description
AH-01	Type II	Replace	Operations building pedestrian gate
AH-02	Type I	Relocate and replace	Operations building interior dispatch window
AH-03	Type II	New installation	Operations building interior yard side
AH-04	Type IV	New installation	Operations building back alley
AH-05	Type IV	Replace	Operations building employee parking lot side
AH-06	Type II	New installation	Operations building interior employee parking side
AH-07	Type I	Relocate and replace	Maintenance building North
AH-08	Type II	Replace	Maintenance building interior East
AH-09	Type I	New Installation	Operations building roof South
AH-10	Type I	New installation	Parking garage South
AH-11	Type II	Relocate and replace with wireless	Maintenance building interior South
AH-12	Type IV	Replace	Maintenance building South gate
AH-13	Type IV	Replace with wireless	Maintenance building West vehicle storage
AH-14	Type I	Relocate and replace	Maintenance building West
AH-15	Type II	Replace	Maintenance building interior West
AH-16	Type I	New installation	Bus wash/break check North
AH-17	Type I	Relocate and replace	Fuel Island East
AH-18	Type IV	New installation	Break check East
AH-19	Type IV	New installation	Bus wash/break check South
AH-20	Type IV	New Installation	Bus Wash South West
AH-21	Type IV	New Installation	Bus Wash North West
AH-22	Type VIII	Replace	Fuel Island lane 1a
AH-23	Type VIII	Replace	Fuel Island lane 1b
AH-24	Type VIII	Replace	Fuel Island lane 2a
AH-25	Type VIII	Replace	Fuel Island lane 2b
AH-26	Type VIII	Replace	Fuel Island lane 3a
AH-27	Type VIII	Replace	Fuel Island lane 3b
AH-28	Type III	Replace	Fuel Island SE
AH-29	Type IV	Replace with wireless	Bus Yard SW
AH-30	Type I	New wireless installation	Bus yard entrance camera
AH-31	Type IV	Replace with wireless	Bus yard exit
AH-32	Type V	Replace with wireless	Bus yard entrance LPR
AH-33	Type IV	Replace with wireless	Bus yard entrance
AH-34	Type V	Replace	Employee parking garage 1 <sup>st</sup> floor entrance LPR lane 1
AH-35	Type IV	Replace	Employee parking garage 1 <sup>st</sup> floor exit lane 3 (front)
AH-36	Type V	New installation	Employee parking garage 1 <sup>st</sup> floor exit LPR lane 3 (rear)
AH-37	Type IV	New installation	Employee parking garage stairwell
AH-38	Type IV	Replace and relocate	Employee parking garage 1 <sup>st</sup> floor center lane
AN-39	Type IV	Replace and relocate	Employee parking garage 1 <sup>st</sup> floor exit lane 1 (rear)
AN-40	Type IV	Replace and relocate	Employee parking garage ramp 2 <sup>nd</sup> floor
AP-01	N/A	New installation	Operations building NE wireless access point
AP-02	N/A	New installation	Operations building NW wireless access point
AP-03	N/A	New installation	Fuel Island East

**Symbols Legend**

	Type I – 180 degree multi-pixel multi sensor IP dome camera
	Type II – Varifocal multi-pixel single sensor IP dome camera
	Type III – PTZ dome camera
	Type IV – varifocal multi-pixel single box camera with varifocal lens
	Type V – varifocal multi-pixel dome license plate recognition camera
	Type VI – varifocal multi-pixel single sensor IP box camera with long range lens
	Type VII – varifocal multi-pixel single sensor IP box camera (existing explosion proof housing reused)
	AP – Wireless Access Point

**Color Assignment**

	Existing camera
	New Camera
	Relocate
	Replace
	Remove

**Camera Schedule**

Type I	12 mega pixel 180 degree multi sensor dome camera
Type II	3 mega pixel dome camera (standard lens)
Type III	3 mega pixel PTZ camera
Type IV	3 mega pixel box camera with varifocal lens
Type V	3 mega pixel dome license plate recognition camera
Type VI	3 mega pixel bullet camera with varifocal long range lens
Type VII	3 mega pixel box camera installed in existing explosion proof camera housing

**General Notes**

**Conduit and Infrastructure**

1. All detail drawings and design elements on these sheets are a basis of design only and are a general representation of the quality and type of equipment. Installation and workmanship of the final product required for this project. Installation contractor is ultimately responsible to provide equipment that is matching and functional in design. A final product that meets the overall specification and design intent is required.
2. All conduit exposed to elements to be rigid galvanized steel watertight with watertight connections.
3. All conduit installed indoors to be galvanized steel EMT.
4. Final connection to cameras housing may be watertight flexible conduit where appropriate.
5. Reuse of existing conduit where possible is encouraged.
6. All conduit, enclosures, and devices to be secured to solid structure following all city and state codes and manufactures recommended installation instructions.



7. Minimum conduit size is to be no smaller than ¾ inches
8. All penetrations through exterior walls, to be sealed watertight.
9. Use of firestop sealant to be used on all penetrations made indoors through any fire rated wall.
10. Existing OM1 fiber will be replaced with OM4 and a fiber strand testing machine generated compliance certificate. Passing all test parameters based on IEC 62180-4-1 testing standards will be performed.
11. All wiring shall be enclosed in conduit where not enclosed in ceiling or wall. Where wiring runs through a drop ceiling, it will be supported at least 4 inches above any light fixture and 6 inches from any high voltage line using “J” hook type supports anchored to the existing structure use of drop ceiling support structure is prohibited.
12. Where old wiring is no longer in use, it must be removed to allow for the proper fill ratio inside the conduit.
13. All new conduit must be installed in a professional and workman like manner taking into account level and plumb as well as facility aesthetics.
14. Existing cat-6 wiring to cameras may be retained if contractor provides a copper wire testing machine generated compliance certificate passing all test parameters based on TIA-568-B & ISO 11801:2002 testing standards.

#### **Camera and Ethernet Switch Notes**

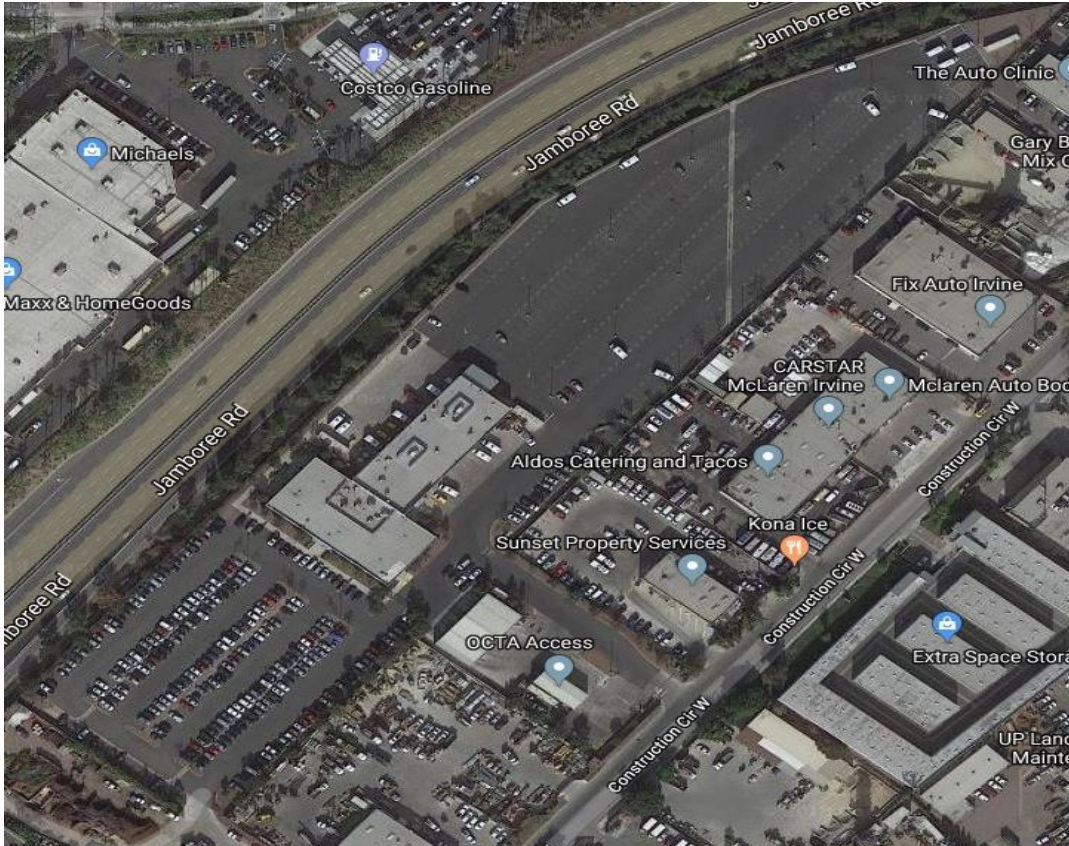
1. All cameras to be network IP type powered by PoE+.
2. All PoE network switches to be compliant with 802.3 AF and 802.3 standards.
3. When reusing an existing camera housing, refurbish any bad housing seals, thoroughly clean interior and exterior of housing, and all glass.
4. All 180 degree multi-sensor cameras will be properly aligned and adjusted for seamless panoramic view across entire camera field of view.
5. All cameras will be mounted with manufactures recommended mounting hardware.
6. Camera mounting method will be determined based on camera type and final mounting location. Each mounting type will be confirmed prior to installation.

**EXHIBIT A-2: DRAWINGS (IRVINE CONSTRUCTION CIRCLE BUS BASE)**

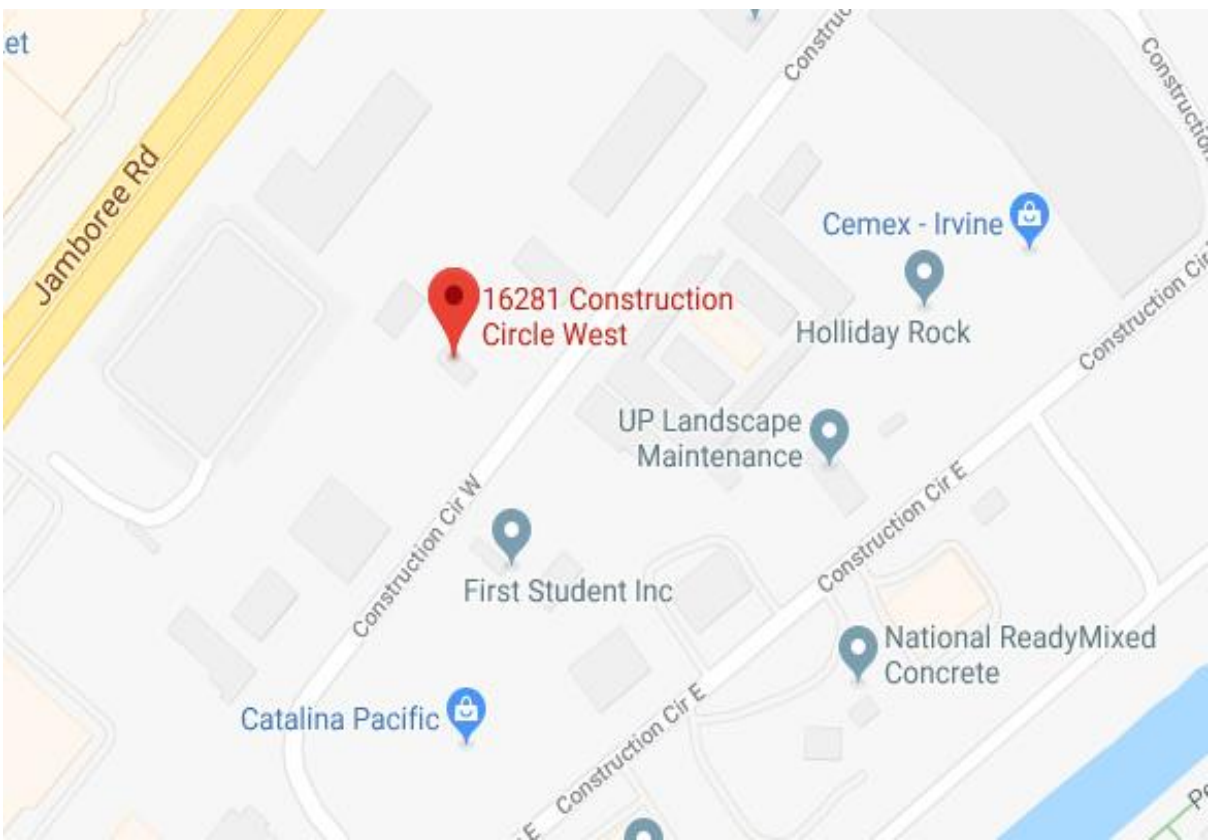
CONCEPT CAMERA AND DEVICE TYPE, LOCATION, AND CONVERAGE PLAN

# IRVINE CONSTRUCTION CIRCLE BUS BASE

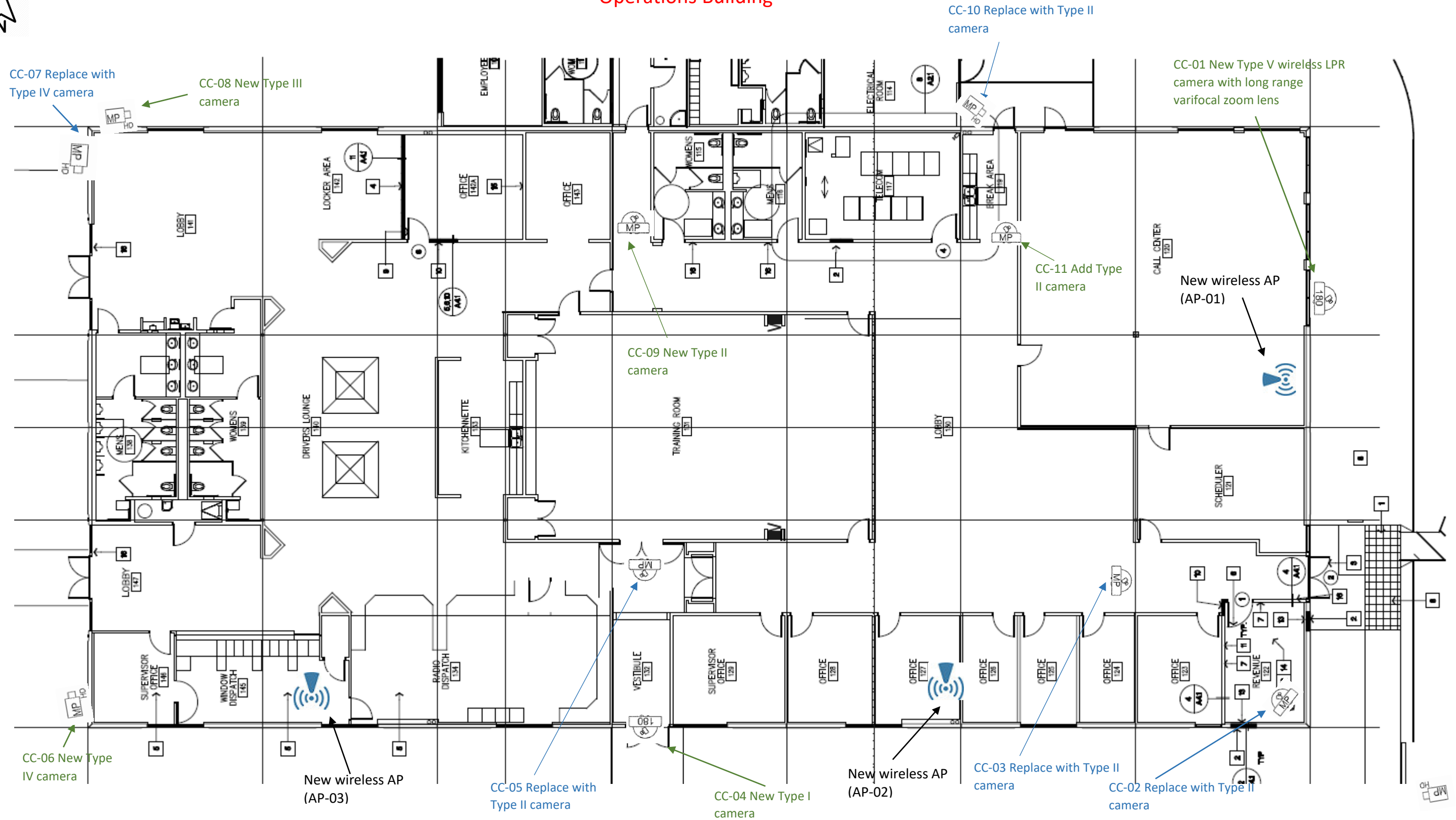
Location



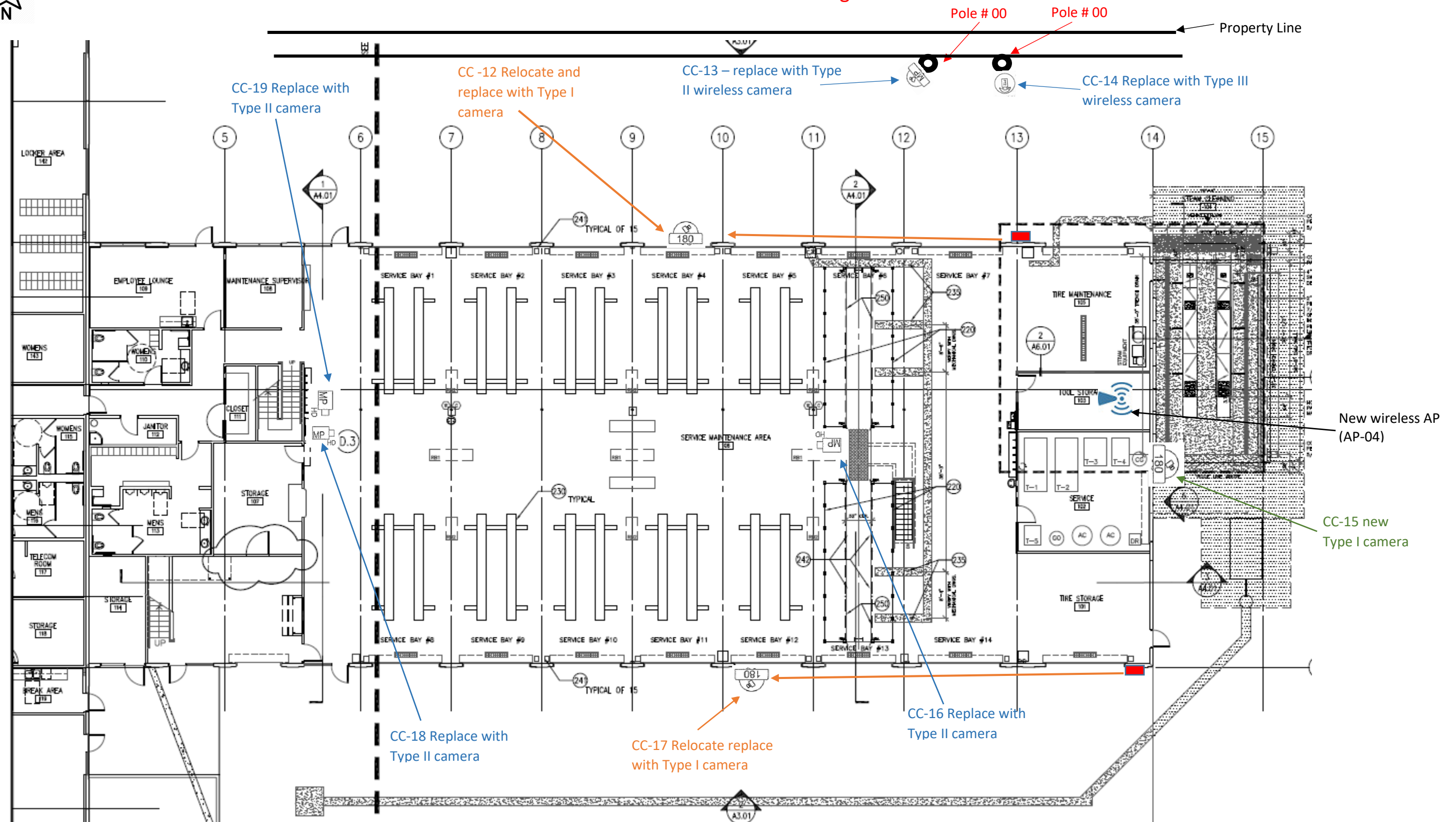
Vicinity Map



# Irvine Construction Circle Base Operations Building



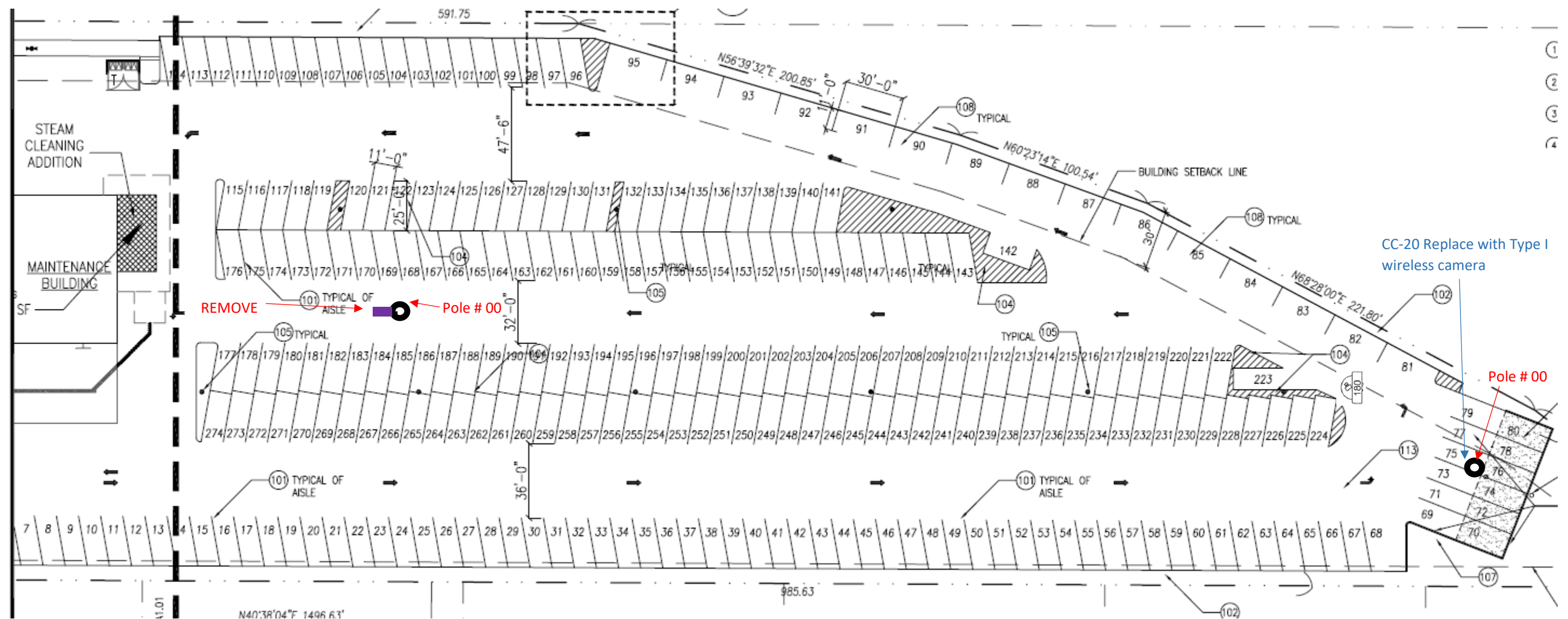
# Irvine Construction Circle Base Maintenance Building



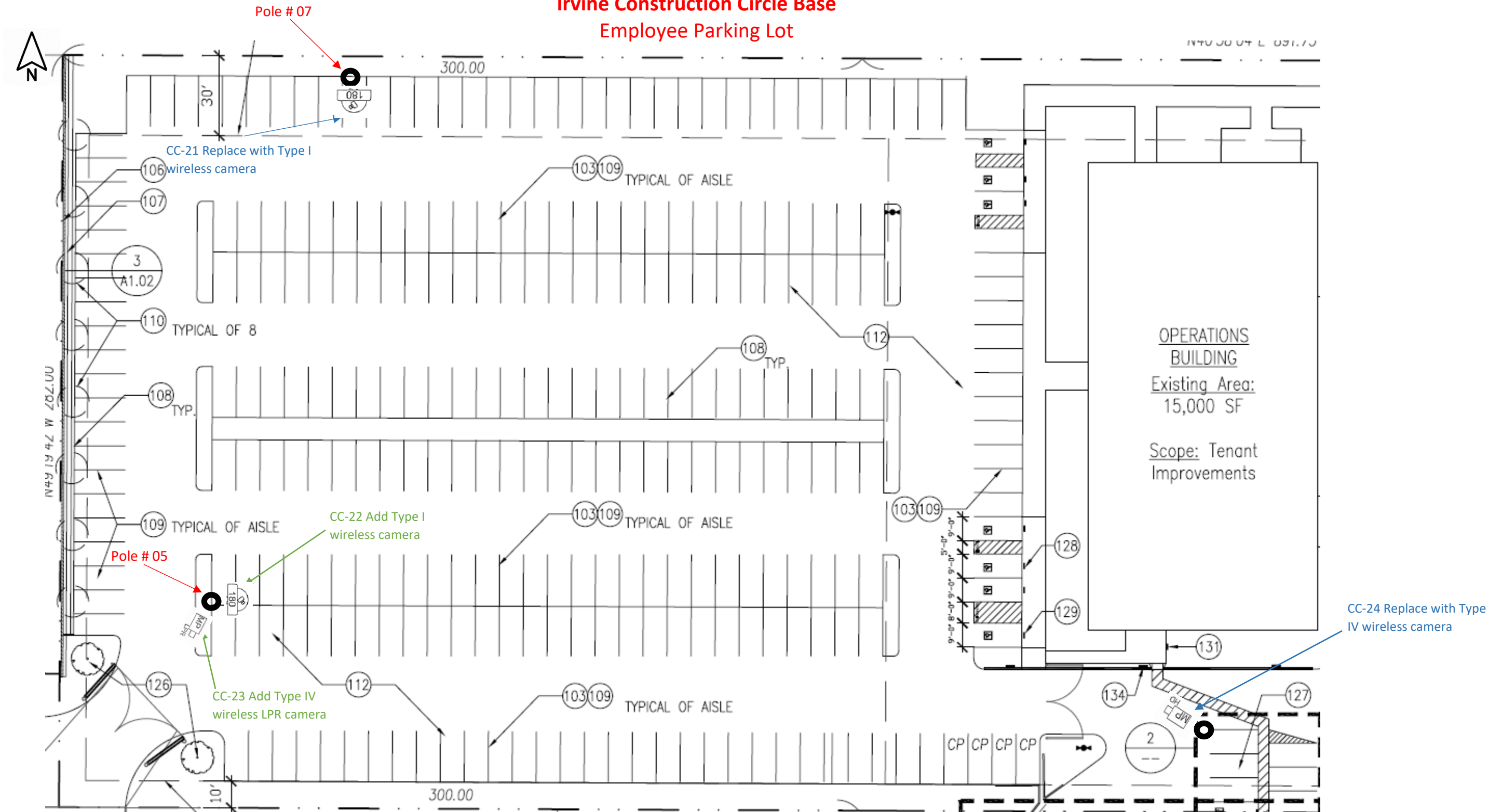




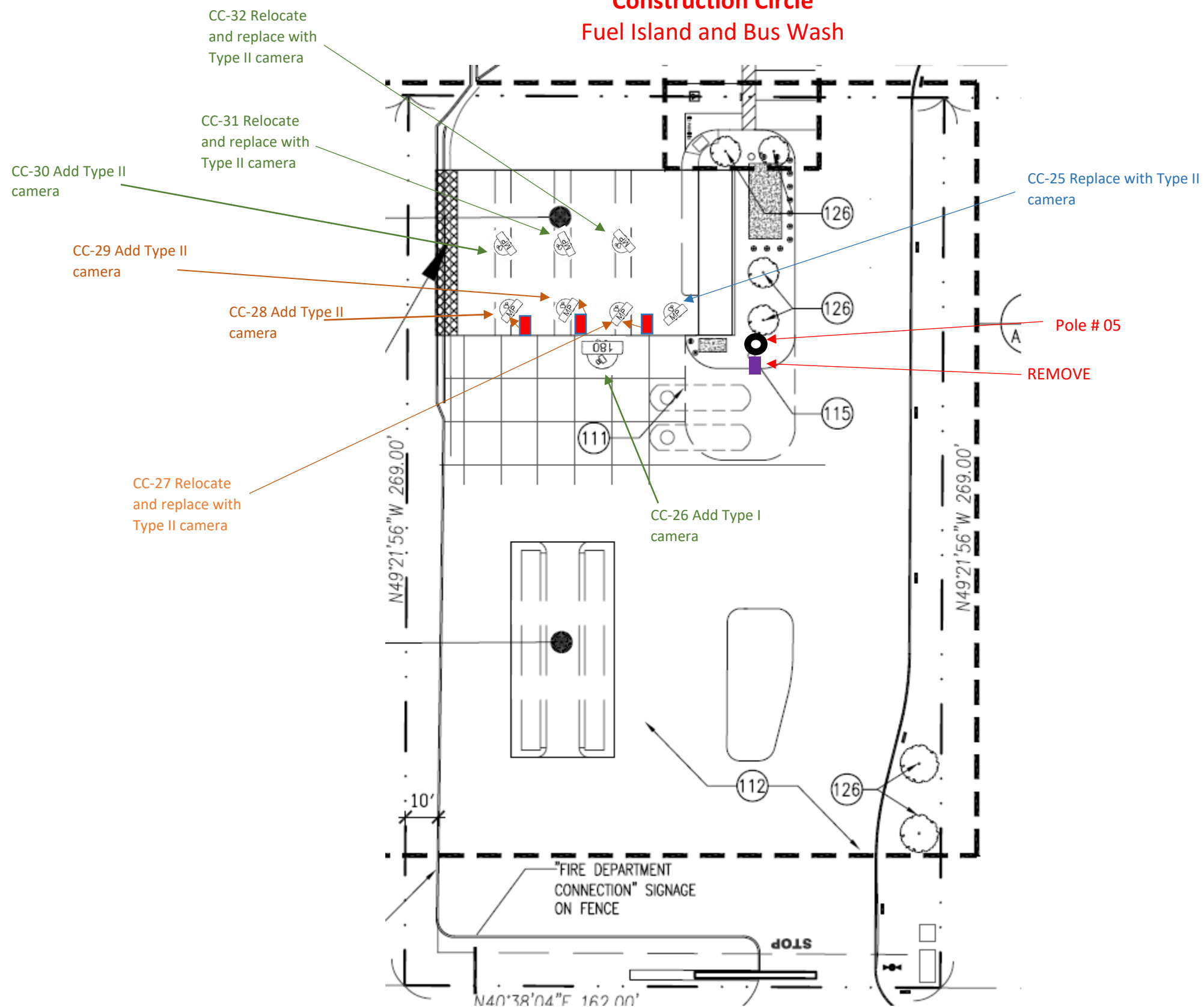
Irvine Construction Circle Base  
Bus Parking Lot



# Irvine Construction Circle Base Employee Parking Lot











**Construction Circle  
Fuel Island and Bus Wash**










Symbols Legend

	Type I – 180 degree multi-pixel multi sensor IP dome camera
	Type II – Varifocal multi-pixel single sensor IP dome camera
	Type III – PTZ dome camera
	Type IV – varifocal multi-pixel single box camera with varifocal lens
	Type V – varifocal multi-pixel single sensor IP box camera with long range lens
	Type VI – varifocal multi-pixel single sensor IP box camera (existing explosion proof housing reused)
	Type VII – varifocal multi-pixel single sensor IP box camera (existing explosion proof housing reused)
	AP – Wireless Access Point

Color Assignment

-  Existing camera
-  New Camera
-  Relocate
-  Replace
-  Remove

Camera Schedule

- Type I     12 mega pixel 180 degree multi sensor dome camera
- Type II    3 mega pixel dome camera (standard lens)
- Type III    3 mega pixel PTZ camera
- Type IV    3 mega pixel box camera with varifocal lens
- Type V     3 mega pixel dome license plate recognition camera
- Type VI    3 mega pixel bullet camera with varifocal long range lens
- Type VII   3 mega pixel box camera installed in existing explosion proof camera housing

Item No.	Type	Action	Location Description
CC-01	Type V	New wireless installation	Operations building LPR camera
CC-02	Type II	Replace	Operations building Money Room
CC-03	Type II	Replace	Operations building interior SE entrance
CC-04	Type I	New installation	Operations building overlooking employee parking lot
CC-05	Type II	Replace	Operations building interior South entrance

CC-06	Type IV	New installation	Operations building SW employee entrance
CC-07	Type IV	Replace	Operations building NW corner
CC-08	Type III	New installation	Operations building NW corner
CC-09	Type II	New Installation	Operations building North interior camera
CC-10	Type II	Replace	Operations building NE employee entrance
CC-11	Type II	New installation	Maintenance building North entrance
CC-12	Type I	Relocate and replace	Maintenance yard NW camera
CC-13	Type II	Replace	Maintenance yard NE camera on light pole
CC-14	Type III	Relocate and replace	Maintenance building East camera
CC-15	Type I	Replace	Maintenance building interior East camera
CC-16	Type II	Replace	Maintenance building interior West camera
CC-17	Type I	Relocate and replace	Maintenance building exterior West camera
CC-18	Type II	Replace	Maintenance building interior NW camera
CC-19	Type II	Replace	Maintenance yard far interior NE camera
CC-20	Type I	Replace	Employee parking lot South corner on light pole
CC-21	Type I	New Installation	Employee parking lot NE corner on light pole
CC-22	Type I	New installation	Employee parking lot SW corner on light pole
CC-23	Type IV	New installation	Employee parking lot SW corner LPR camera on light pole
CC-24	Type IV	Replace	Employee parking lot SE pedestrian gate
CC-25	Type II	Replace	Fuel island building lane 1 NE camera
CC-26	Type I	New installation	Fuel island building exterior South camera
CC-27	Type II	Relocate and replace	Fuel island building lane 2 South camera
CC-28	Type II	New installation	Fuel island building lane 3 South camera
CC-29	Type II	Relocate and replace	Fuel island building lane 2 South camera
CC-30	Type II	New installation	Fuel island building lane 3 North camera
CC-31	Type II	New installation	Fuel island building lane 2 North camera
CC-32	Type II	New installation	Fuel island building lane 1 North camera
AP-1	AP	New installation	Operations building East wireless access point
AP-2	AP	New installation	Operations building SE wireless access point
AP-3	AP	New installation	Operations building SW wireless access point
AP-4	AP	New installation	Maintenance building NE wireless access point

**General Notes**

**Conduit and Infrastructure Notes**

1. All detail drawings and design elements on these sheets are a basis of design only and are a general representation of the quality and type of equipment. Installation and workmanship of the final product required for this project. Installation contractor is ultimately responsible to provide equipment that is matching and functional in design. A final product that meets the overall specification and design intent is required.
2. All conduit exposed to elements to be rigid galvanized steel watertight with watertight connections.
3. All conduit installed indoors to be galvanized steel EMT.
4. Final connection to cameras housing may be watertight flexible conduit where appropriate.
5. Reuse of existing conduit where possible is encouraged.
6. All conduit, enclosures, and devices to be secured to solid structure following all city and state codes and manufactures recommended installation instructions.
7. Minimum conduit size is to be no smaller than ¾ inches
8. All penetrations through exterior walls, to be sealed watertight.
9. Use of firestop sealant to be used on all penetrations made indoors through any fire rated wall.

- 10. Existing OM1 fiber will be replaced with OM4 and a fiber strand testing machine generated compliance certificate. Passing all test parameters based on IEC 62180-4-1 testing standards will be performed.
- 11. All wiring shall be enclosed in conduit where not enclosed in ceiling or wall. Where wiring runs through a drop ceiling, it will be supported at least 4 inches above any light fixture and 6 inches from any high voltage line using “J” hook type supports anchored to the existing structure use of drop ceiling support structure is prohibited.
- 12. Where old wiring is no longer in use, it must be removed to allow for the proper fill ratio inside the conduit.
- 13. All new conduit must be installed in a professional and workman like manner taking into account level and plumb as well as facility aesthetics.
- 14. Existing cat-6 wiring to cameras may be retained if contractor provides a copper wire testing machine generated compliance certificate passing all test parameters based on TIA-568-B & ISO 11801:2002 testing standards.

**Camera and Ethernet Switch Notes**

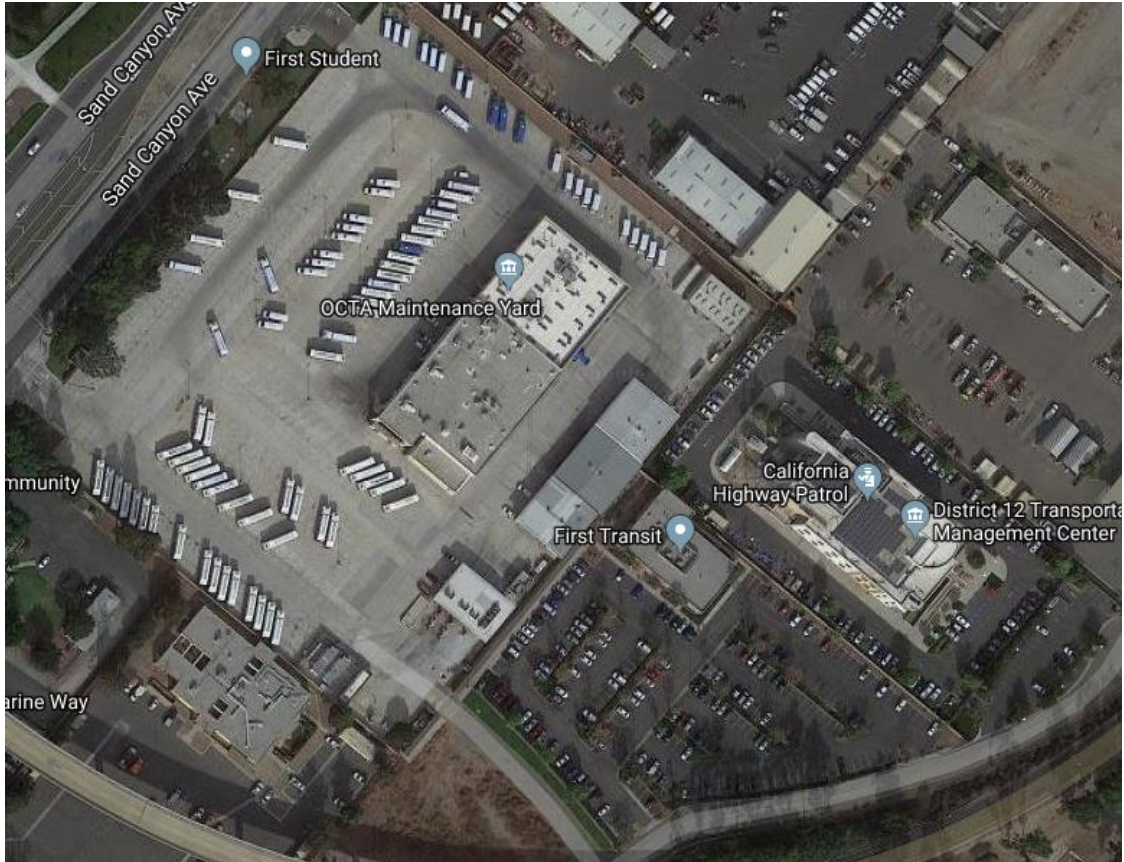
- 1. All cameras to be network IP type powered by PoE+.
- 2. All PoE network switches to be compliant with 802.3 AF and 802.3 standards.
- 3. When reusing an existing camera housing, refurbish any bad housing seals, thoroughly clean interior and exterior of housing, and all glass.
- 4. All 180 degree multi-sensor cameras will be properly aligned and adjusted for seamless panoramic view across entire camera field of view.
- 5. All cameras will be mounted with manufactures recommended mounting hardware.
- 6. Camera mounting method will be determined based on camera type and final mounting location. Each mounting type will be confirmed prior to installation.

**EXHIBIT A-3: DRAWINGS (IRVINE SAND CANYON BUS BASE)**

CONCEPT CAMERA AND DEVICE TYPE, LOCATION, AND CONVERAGE PLAN

# IRVINE SAND CANYON BUS BASE

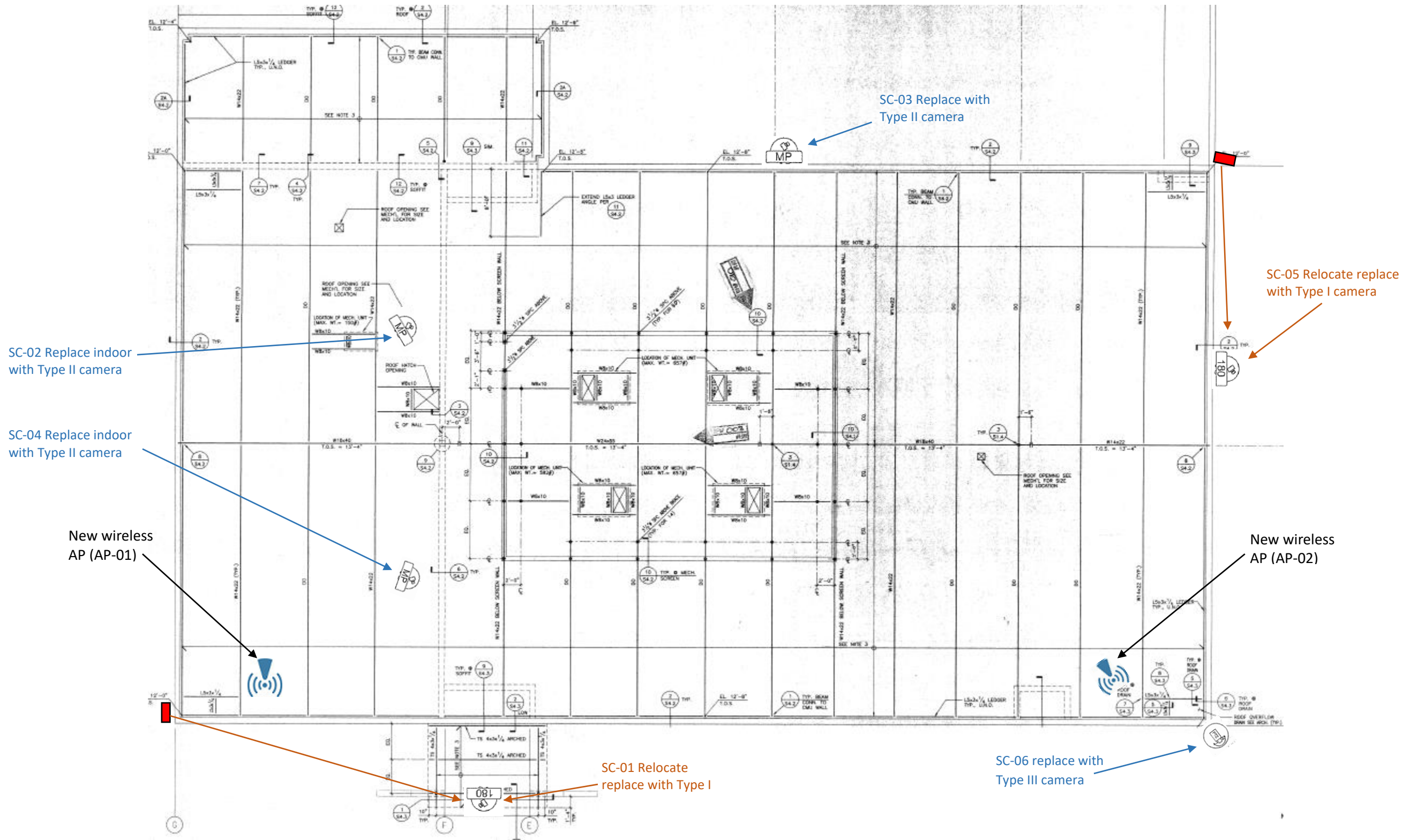
Location



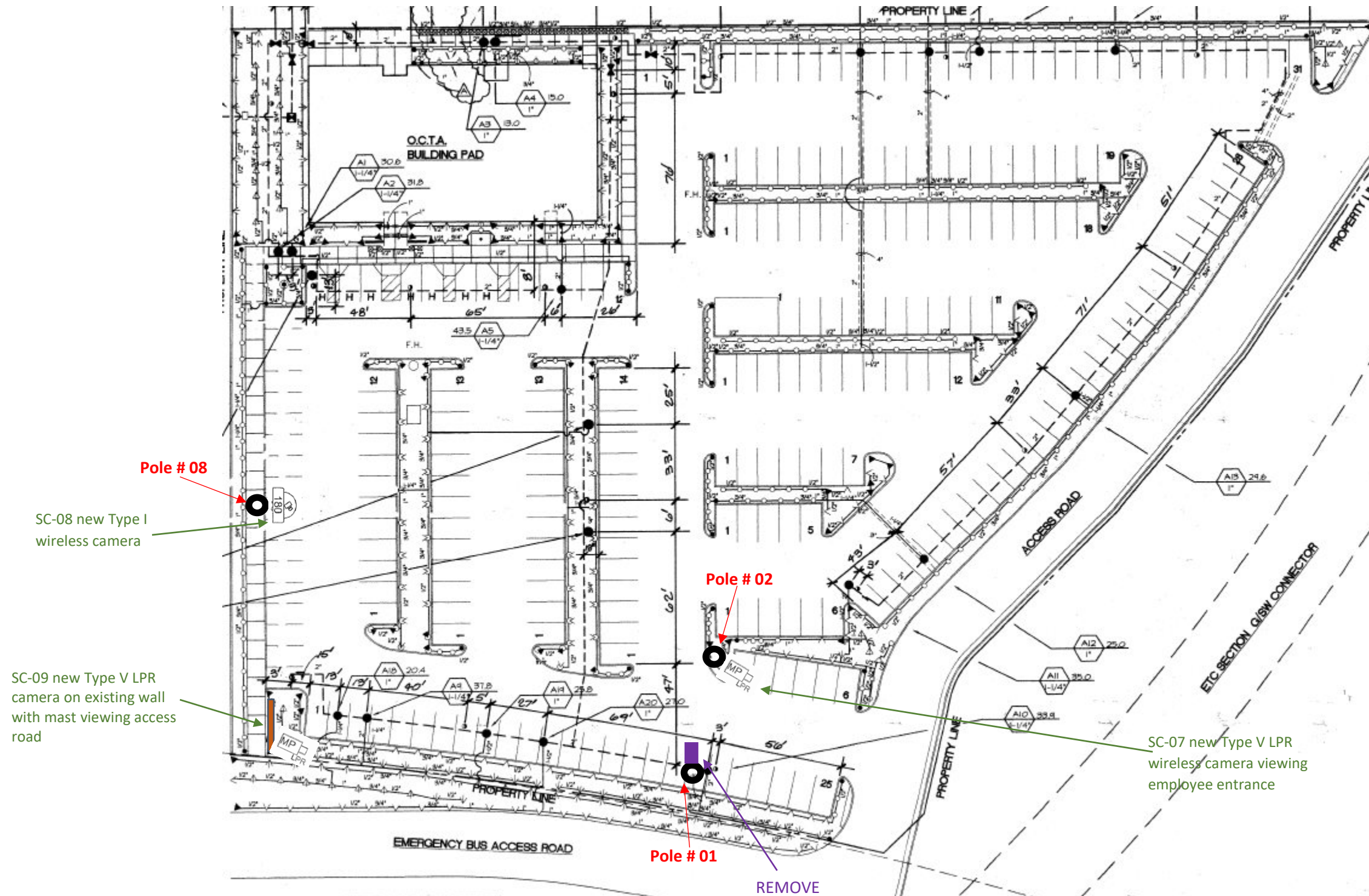
Vicinity Map



Irvine Sand Canyon Base  
Operations Building



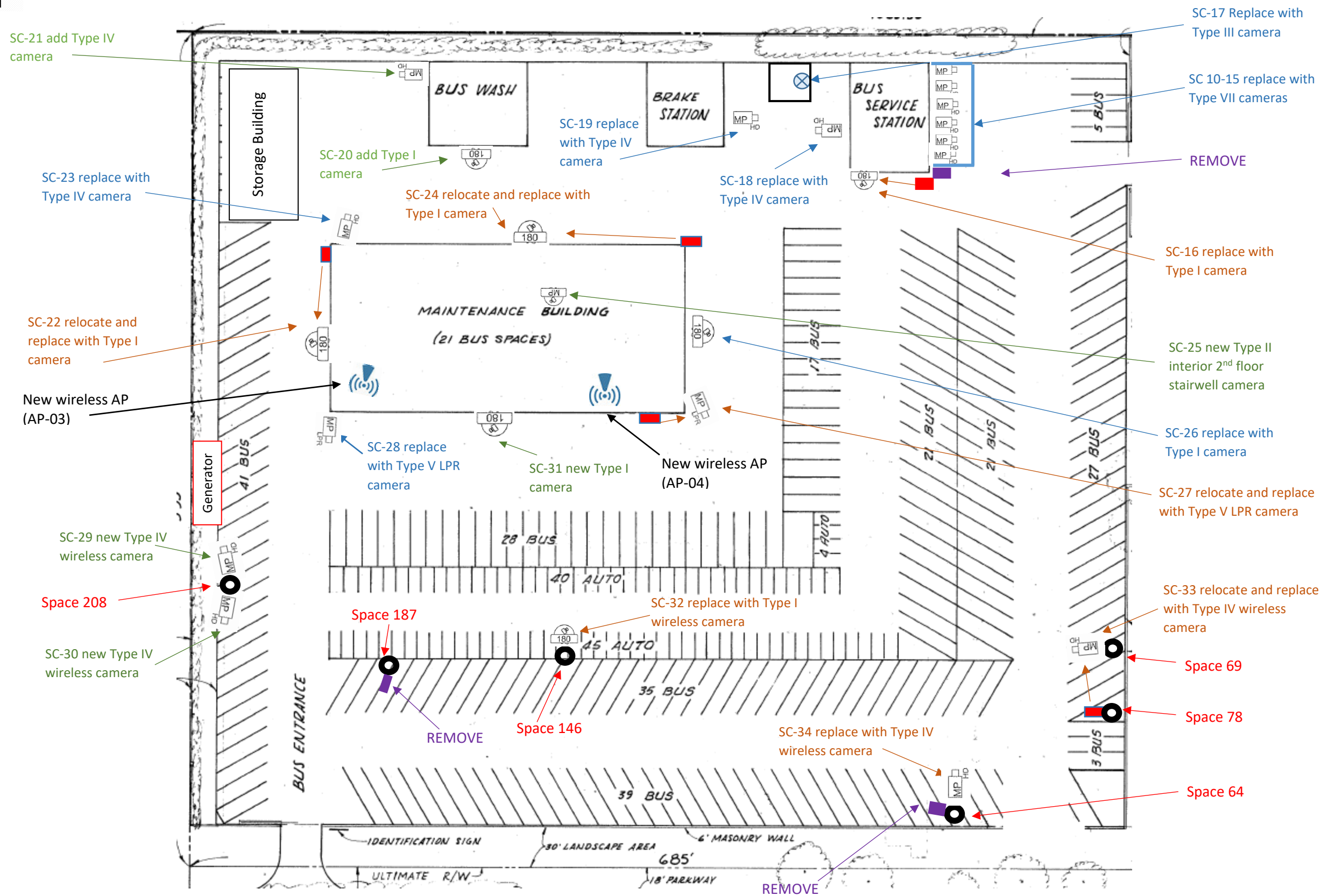
Irvine Sand Canyon Base  
Employee Surface Parking















## Irvine Sand Canyon Base Maintenance, Bus Yard







Symbols Legend

	Type I – 180 degree multi-pixel multi sensor IP dome camera
	Type II – Varifocal multi-pixel single sensor IP dome camera
	Type III – PTZ dome camera
	Type IV – varifocal multi-pixel single box camera with varifocal lens
	Type V – varifocal multi-pixel dome license plate recognition camera
	Type VI – varifocal multi-pixel single sensor IP box camera with long range lens
	Type VII – varifocal multi-pixel single sensor IP box camera (existing explosion proof housing reused)
	AP – Wireless Access Point

Color Assignment

	Existing camera
	New Camera
	Relocate
	Replace
	Remove

Camera Schedule

Type I	12 mega pixel 180 degree multi sensor dome camera
Type II	3 mega pixel dome camera (standard lens)
Type III	3 mega pixel PTZ camera
Type IV	3 mega pixel box camera with varifocal lens
Type V	3 mega pixel dome license plate recognition camera
Type VI	3 mega pixel bullet camera with varifocal long range lens
Type VII	3 mega pixel box camera installed in existing explosion proof camera housing

Item No.	Type	Action	Location Description
SC-01	Type I	Relocate and replace	Operations building employee parking lot
SC-02	Type II	Replace	Operations building interior dispatch window camera 1
SC-03	Type IV	Replace	Operations building back entrance
SC-04	Type II	Replace	Operations building interior dispatch windows camera 2
SC-05	Type I	Relocate and replace	Operations building side employee parking lot
SC-06	Type III	Replace	Operations building employee parking lot (PTZ)
SC-07	Type V	New installation	Operations employee parking lot entrance wireless LPR
SC-08	Type I	New installation	Operations employee parking lot East
SC-09	Type V	New Installation with mast	Maintenance West road

SC-10	Type VII	Replace	Fuel Island explosion proof camera Lane 1
SC-11	Type VII	Replace	Fuel Island explosion proof camera Lane 1a
SC-12	Type VII	Replace	Fuel Island explosion proof camera Lane 2
SC-13	Type VII	Replace	Fuel Island explosion proof camera Lane 2a
SC-14	Type VII	Replace	Fuel Island explosion proof camera Lane 3
SC-15	Type IV	Replace	Fuel Island explosion proof camera Lane 3a
SC-16	Type I	Relocate and replace	Fuel Island East
SC-17	Type III	Replace	Communication building West (PTZ)
SC-18	Type	Replace	Fuel Island South
SC-19	Type IV	Replace	Break Station North
SC-20	Type I	New Installation	Bus Wash NE
SC-21	Type IV	New Installation	Bus Wash SW
SC-22	Type I	Replace and relocate	Maintenance building south center
SC-23	Type IV	Replace	Maintenance building SW corner
SC-24	Type I	Relocate and replace	Maintenance building West
SC-25	Type II	New installation	Maintenance building interior 2 <sup>nd</sup> floor stairwell
SC-26	Type I	Replace	Maintenance building North
SC-27	Type V	Relocate and replace	Maintenance building NE (LPR)
SC-28	Type V	Replace	Maintenance building SE corner (LPR)
SC-29	Type IV	New wireless installation	Bus Yard SW property line
SC-30	Type IV	New wireless installation	Bus Yard SE property line
SC-31	Type I	New installation	Maintenance building East center
SC-32	Type I	Replace with wireless	Bus Yard East center lot
SC-33	Type VI	Relocate and replace wireless	Bus Yard NE corner
SC-34	Type IV	Replace with wireless	Bus Yard NE corner (street side)
AP-1	N/A	New installation	Operations building NE wireless access point
AP-2	N/A	New installation	Operations building NW wireless access point
AP-3	N/A	New installation	Maintenance building wireless access point
AP-4	N/A	New installation	Maintenance building wireless access point

General Notes

Conduit and Infrastructure Notes

1. All detail drawings and design elements on these sheets are a basis of design only and are a general representation of the quality and type of equipment. Installation and workmanship of the final product required for this project. Installation contractor is ultimately responsible to provide equipment that is matching and functional in design. A final product that meets the overall specification and design intent is required.
2. All conduit exposed to elements to be rigid galvanized steel watertight with watertight connections.
3. All conduit installed indoors to be galvanized steel EMT.
4. Final connection to cameras housing may be watertight flexible conduit where appropriate.
5. Reuse of existing conduit where possible is encouraged.
6. All conduit, enclosures, and devices to be secured to secured to solid structure following all city and state codes and manufactures recommended installation instructions.
7. Minimum conduit size is to be no smaller than ¾ inches
8. All penetrations through exterior walls, to be sealed watertight.
9. Use of firestop sealant to be used on all penetrations made indoors through any fire rated wall.
10. Existing OM1 fiber will be replaced with OM4 and a fiber strand testing machine generated compliance certificate. Passing all test parameters based on IEC 62180-4-1 testing standards will be performed.
11. All wiring shall be enclosed in conduit where not enclosed in ceiling or wall. Where wiring runs through a drop ceiling, it will be supported at least 4 inches above any light fixture and 6 inches from any high voltage line using “J” hook type supports anchored to the existing structure use of drop ceiling support structure is prohibited.
12. Where old wiring is no longer in use, it must be removed to allow for the proper fill ratio inside the conduit.
13. All new conduit must be installed in a professional and workman like manner taking into account level and plumb as well as facility aesthetics.

14. Existing cat-6 wiring to cameras may be retained if contractor provides a copper wire testing machine generated compliance certificate passing all test parameters bases on TIA-568-B & ISO 11801:2002 testing standards.


**Camera and Ethernet Switch Notes**

- 1. All cameras to be network IP type powered by PoE+.
- 2. All PoE network switches to be compliant with 802.3 AF and 802.3 standards.
- 3. When reusing an existing camera housing, refurbish any bad housing seals, thoroughly clean interior and exterior of housing, and all glass.
- 4. All 180 degree multi-sensor cameras will be properly aligned and adjusted for seamless panoramic view across entire camera field of view.
- 5. All cameras will be mounted with manufactures recommended mounting hardware.
- 6. Camera mounting method will be determined based on camera type and final mounting location. Each mounting type will be confirmed prior to installation.

**EXHIBIT A-4: DRAWINGS (ORANGE ADMINISTRATION BUILDING)**

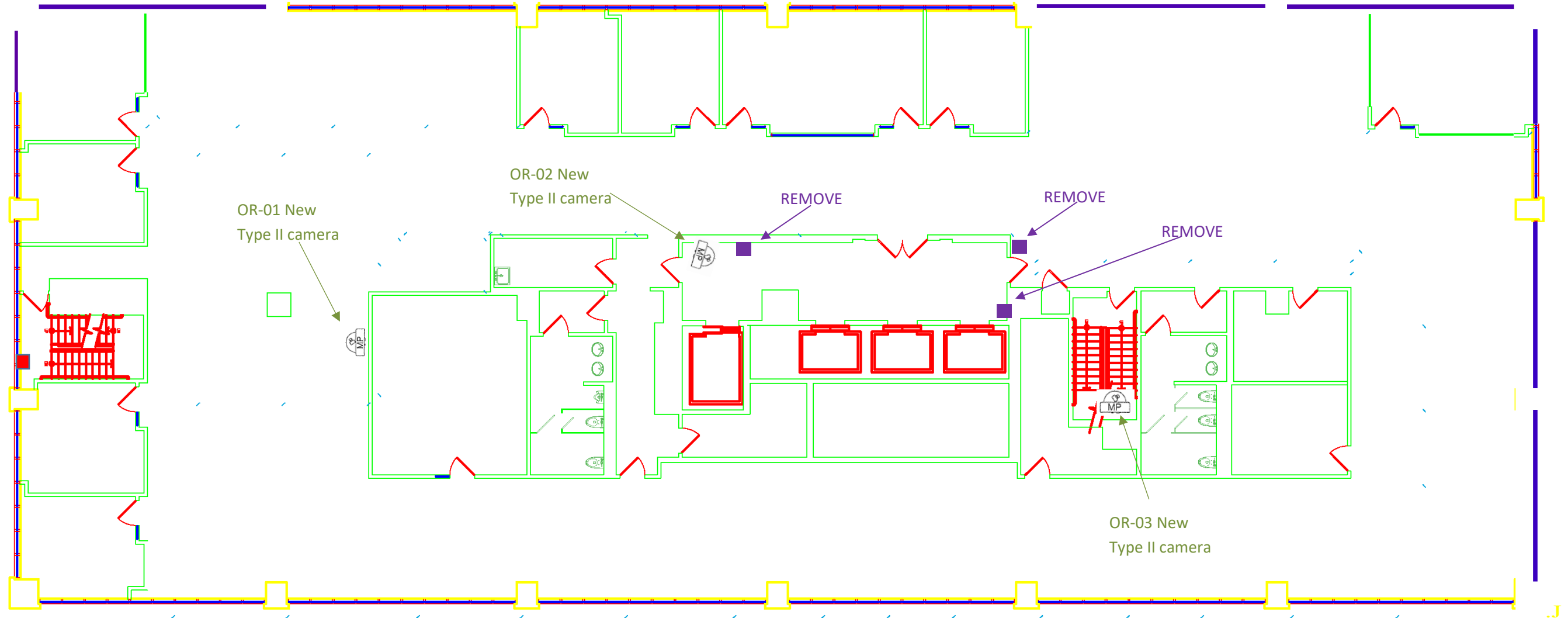
CONCEPT CAMERA AND DEVICE TYPE, LOCATION, AND CONVERAGE PLAN

ORANGE ADMINISTRATION BUILDING

Location	Vicinity Map
 A satellite image showing the Orange Administration Building at 600 South Main Street. A red location pin is placed on the building. The street name "600 South Main Street" is overlaid on the image. To the left, a portion of "Bronson St" is visible. Below the building, the "Garden Grove Fwy" is shown with a yellow highlight. A blue circular icon is visible in the upper left corner of the image.	 A map view of the area around the Orange Administration Building. A red location pin marks "600 South Main Street". Above it, a blue pin marks the "Orange County Transportation Authority". The map shows "Bronson St" and the "Garden Grove Fwy" (marked with a yellow highlight and a "22" shield). The street "Main Street" is partially visible on the right edge.

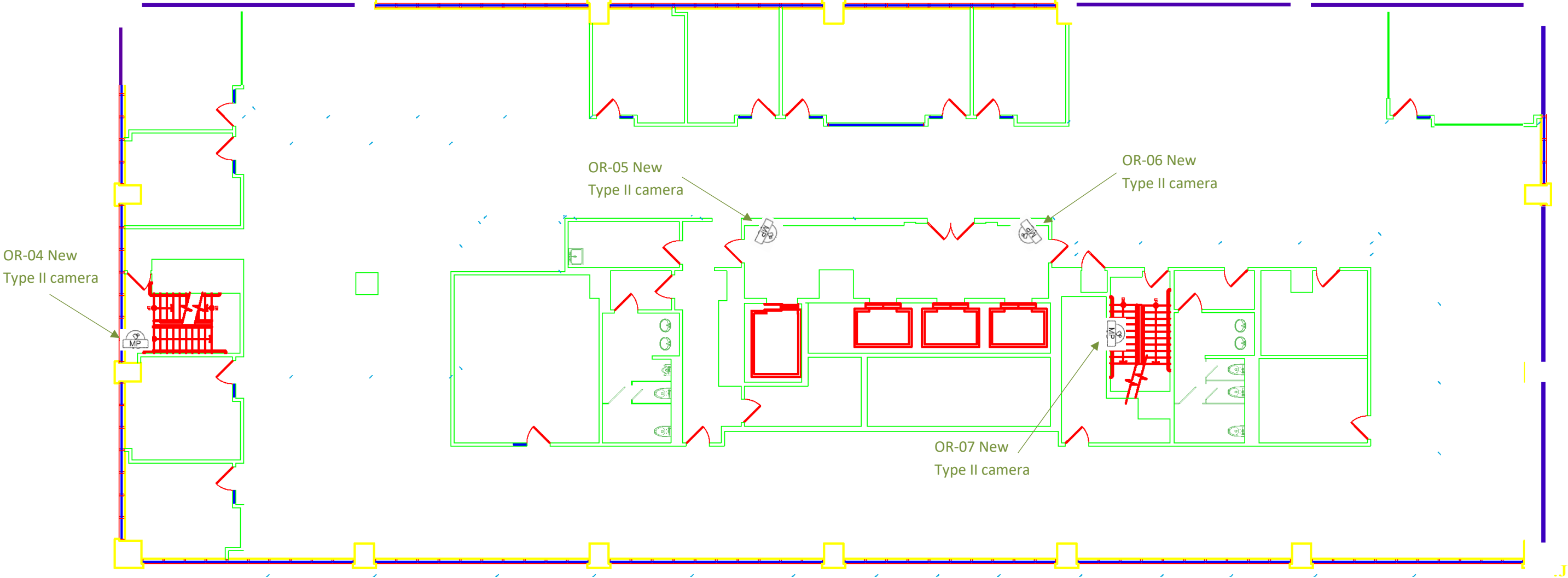


# 600 Orange Location Basement



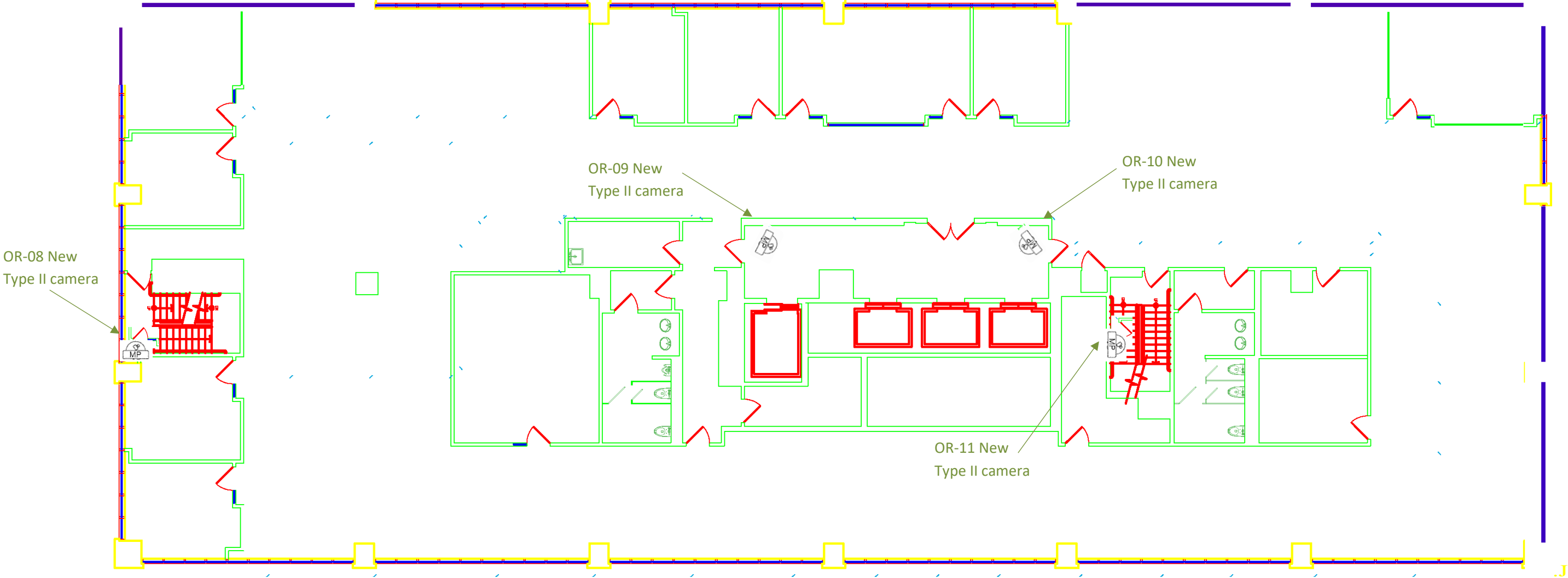


600 Orange Location  
2<sup>nd</sup> floor





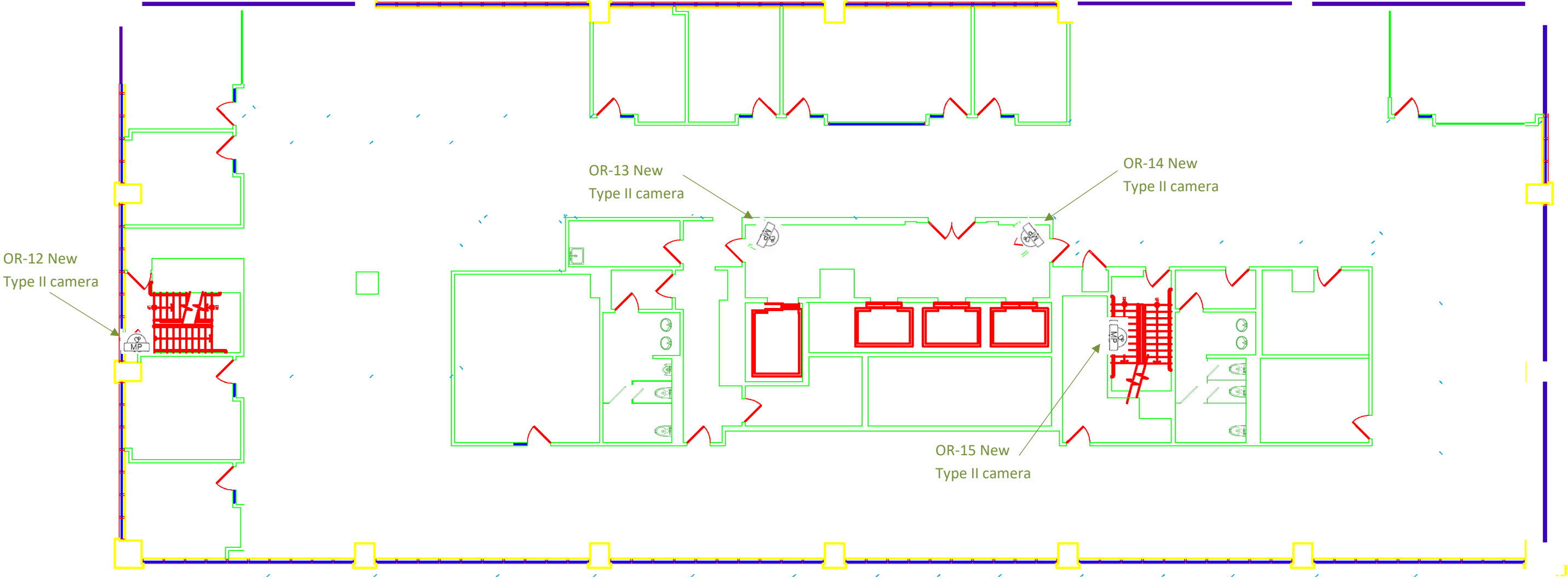
600 Orange Location  
3<sup>rd</sup> floor





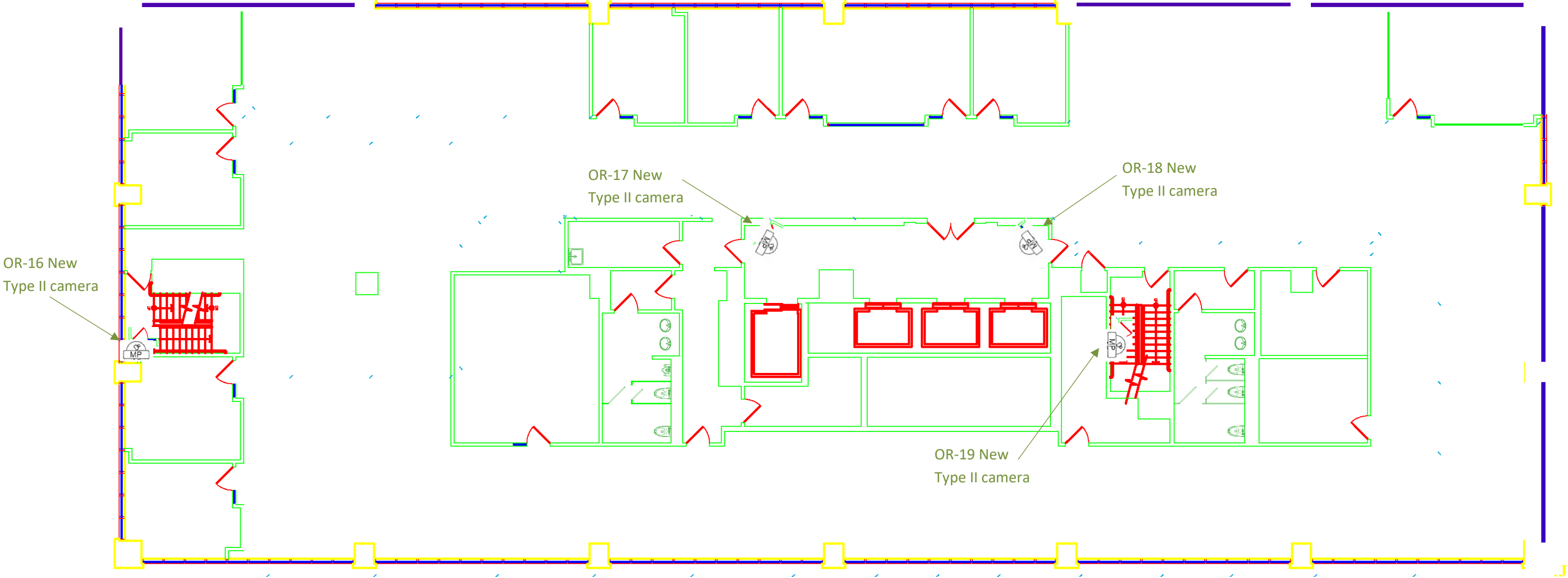


600 Orange Location  
4<sup>th</sup> floor



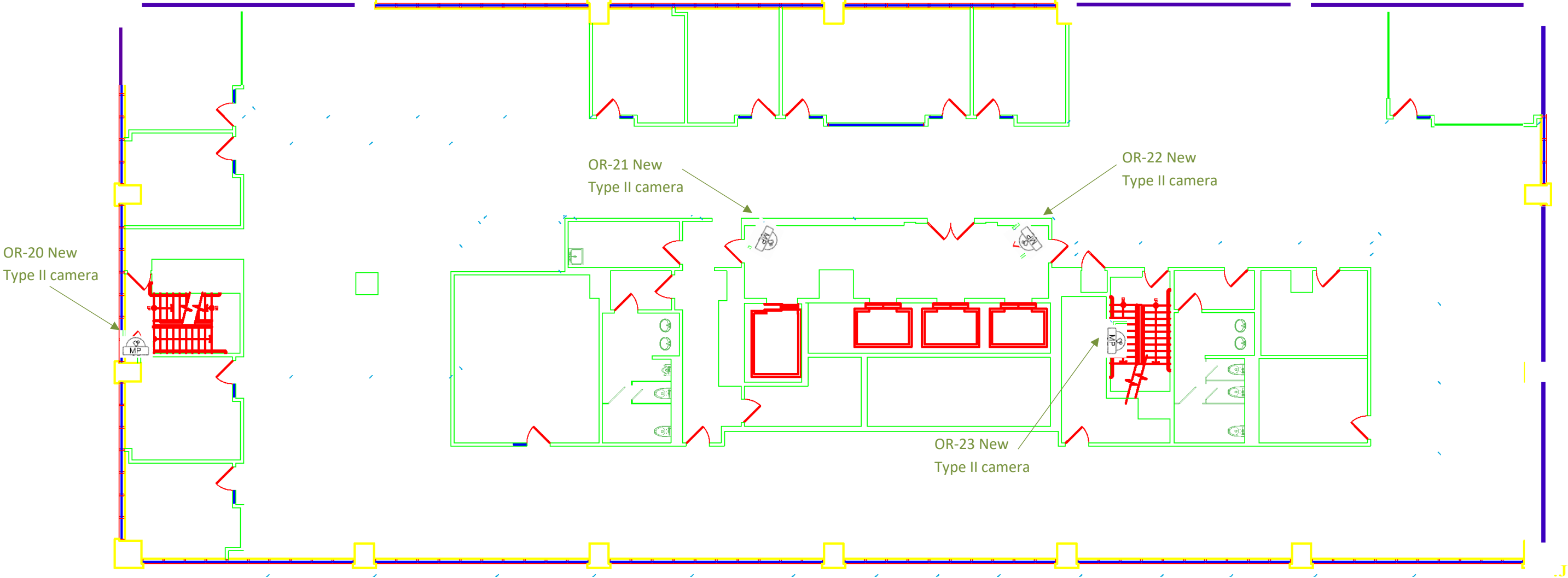


600 Orange Location  
5<sup>th</sup> floor



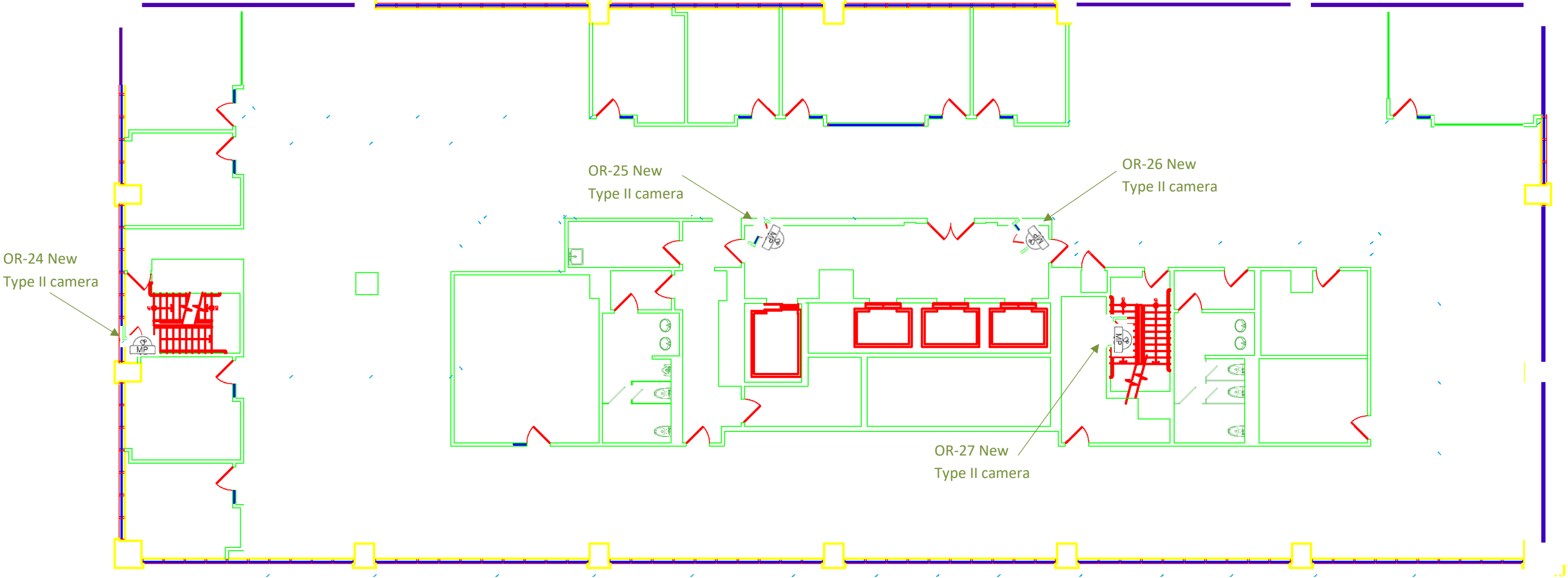


600 Orange Location  
6<sup>th</sup> floor



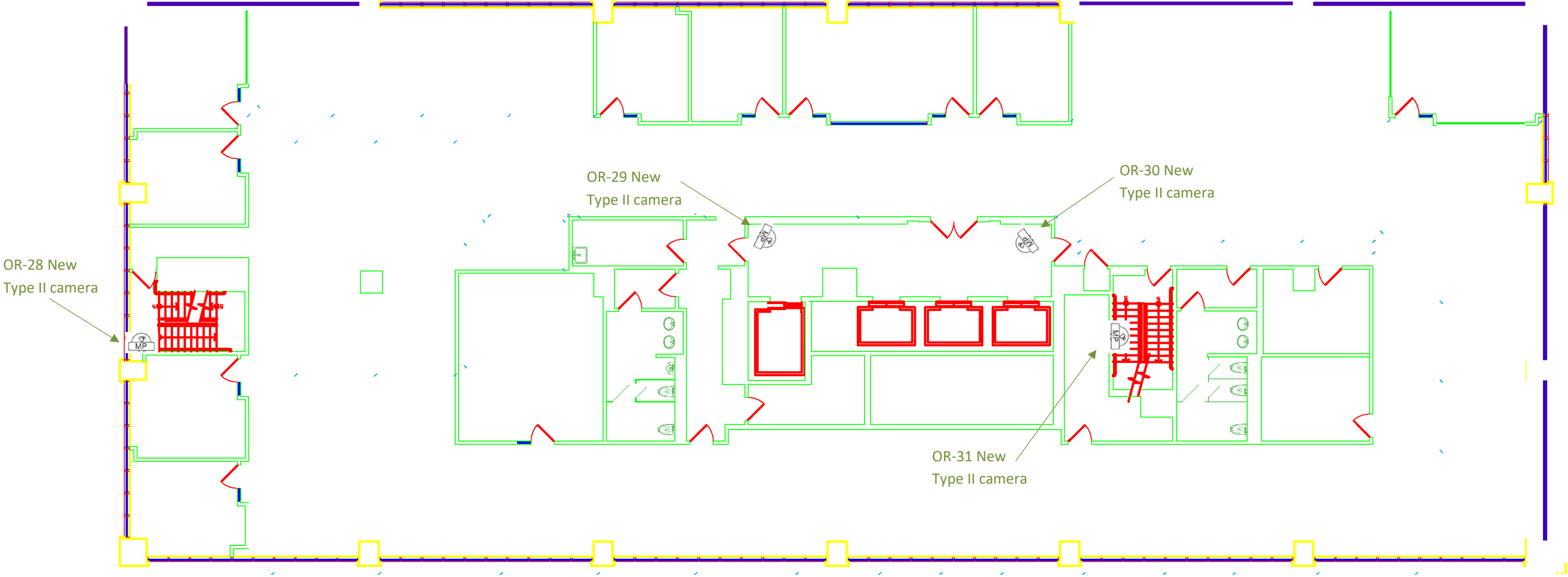


600 Orange Location  
7<sup>th</sup> floor



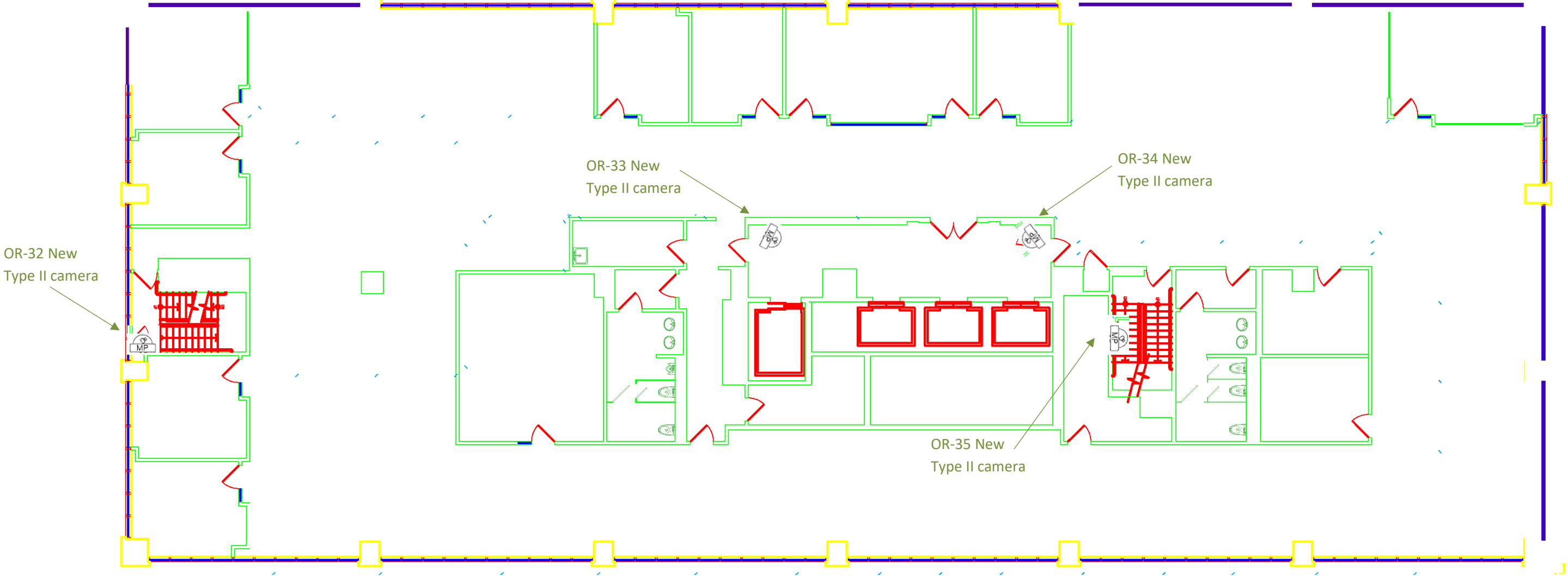


600 Orange Location  
8<sup>th</sup> floor



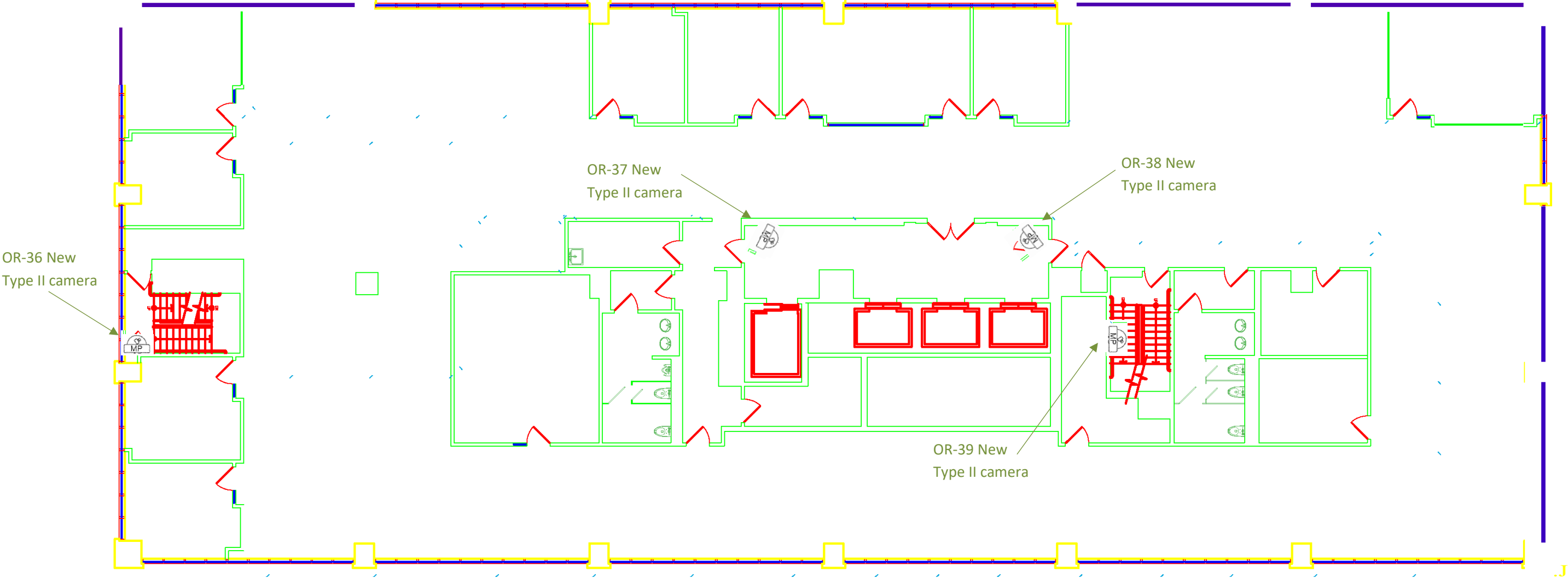


600 Orange Location  
9<sup>th</sup> floor



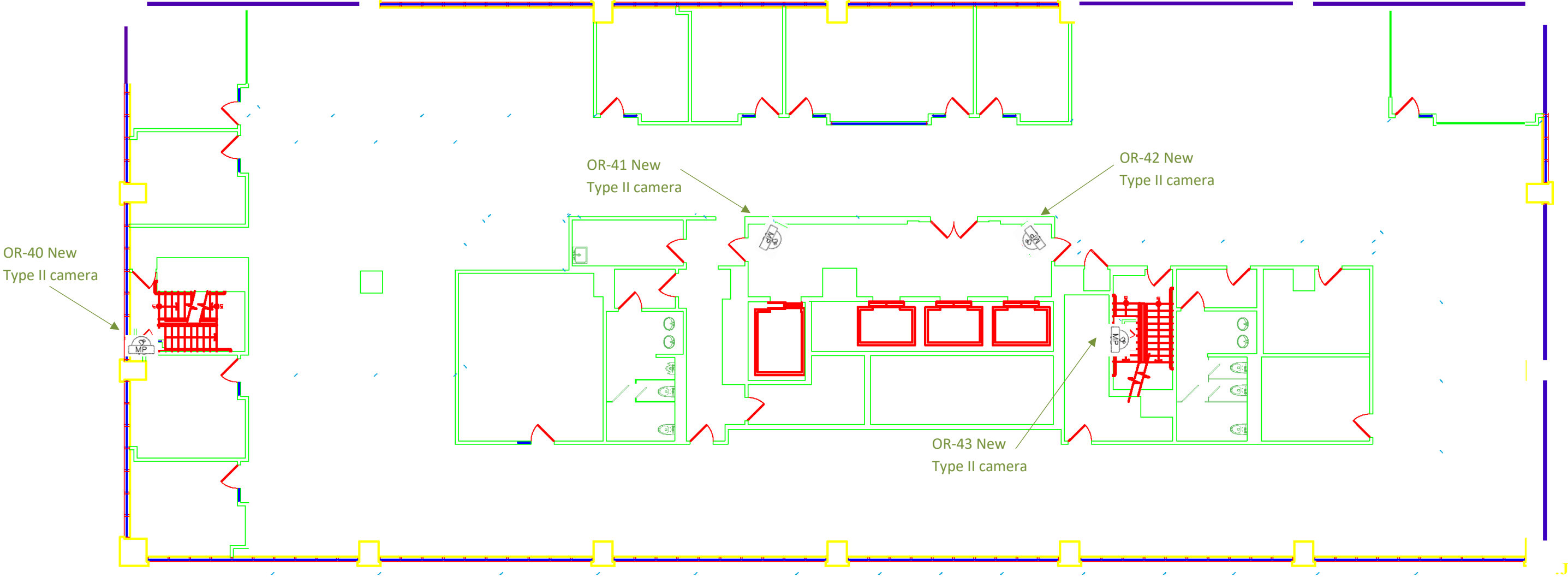


600 Orange Location  
10<sup>th</sup> floor





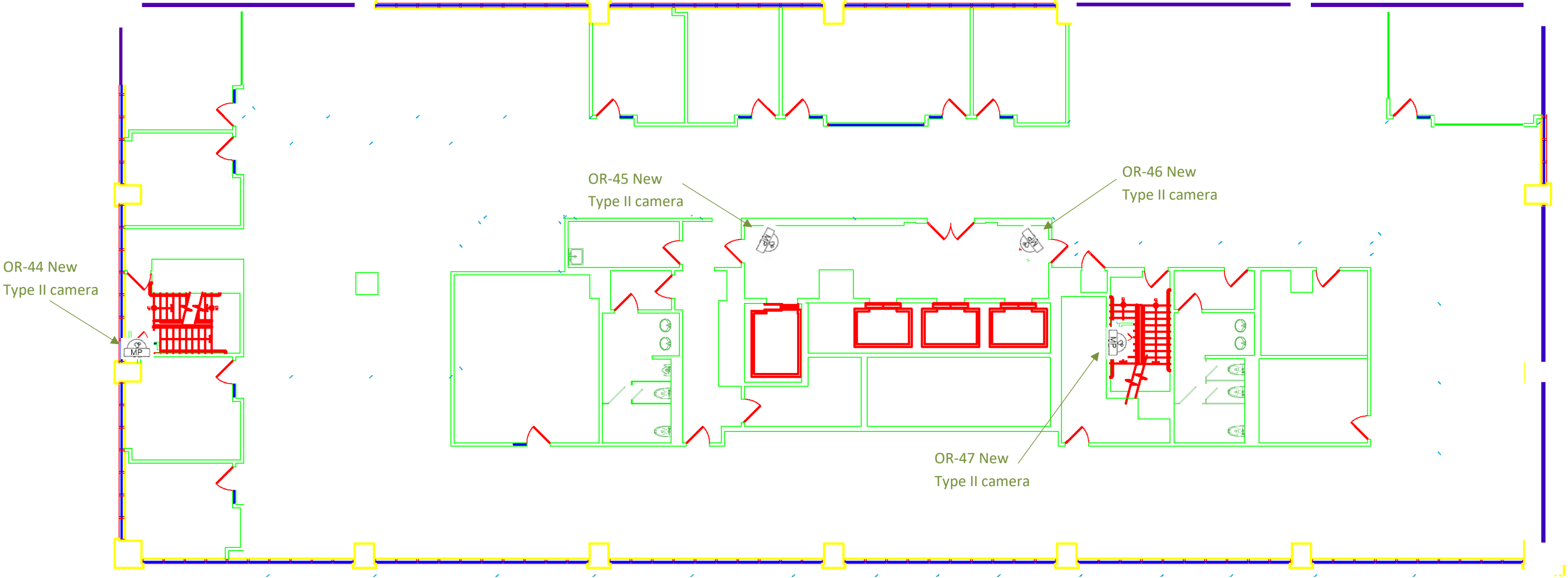
600 Orange Location  
11<sup>th</sup> floor







600 Orange Location  
12<sup>th</sup> floor



Symbols Legend



Type II – Varifocal multi-pixel single sensor IP dome camera

Color Assignment



New Camera



Replace



Remove

Camera Schedule

Type II      3 mega pixel dome camera (standard lens)

Item No.	Type	Action	Location Description
OR-01	Type II	New installation	Basement NE camera
OR-02	Type II	New installation	Basement NW camera
OR-03	Type II	New installation	Basement SE stairwell camera
OR-04	Type II	New installation	2 <sup>nd</sup> floor West Stairwell camera
OR-05	Type II	New installation	2 <sup>nd</sup> floor NW vestibule camera
OR-06	Type II	New installation	2 <sup>nd</sup> floor SW vestibule camera
OR-07	Type II	New installation	2 <sup>nd</sup> floor East stairwell camera
OR-08	Type II	New installation	3 <sup>rd</sup> floor West Stairwell camera
OR-09	Type II	New installation	3 <sup>rd</sup> floor NW vestibule camera
OR-10	Type II	New installation	3 <sup>rd</sup> floor SW vestibule camera
OR-11	Type II	New installation	3 <sup>rd</sup> floor East stairwell camera
OR-12	Type II	New installation	4 <sup>th</sup> floor West Stairwell camera
OR-13	Type II	New installation	4 <sup>th</sup> floor NW vestibule camera
OR-14	Type II	New installation	4 <sup>th</sup> floor SW vestibule camera
OR-15	Type II	New installation	4 <sup>th</sup> floor East stairwell camera
OR-16	Type II	New installation	5 <sup>th</sup> floor West Stairwell camera
OR-17	Type II	New installation	5 <sup>th</sup> floor NW vestibule camera
OR-18	Type II	New installation	5 <sup>th</sup> floor SW vestibule camera
OR-19	Type II	New installation	5 <sup>th</sup> floor East stairwell camera
OR-20	Type II	New installation	6 <sup>th</sup> floor West Stairwell camera
OR-21	Type II	New installation	6 <sup>th</sup> floor NW vestibule camera
OR-22	Type II	New installation	6 <sup>th</sup> floor SW vestibule camera
OR-23	Type II	New installation	6 <sup>th</sup> floor East stairwell camera
OR-24	Type II	New installation	7 <sup>th</sup> floor West Stairwell camera
OR-25	Type II	New installation	7 <sup>th</sup> floor NW vestibule camera
OR-26	Type II	New installation	7 <sup>th</sup> floor SW vestibule camera
OR-27	Type II	New installation	7 <sup>th</sup> floor East stairwell camera
OR-28	Type II	New installation	8 <sup>th</sup> floor West Stairwell camera
OR-29	Type II	New installation	8 <sup>th</sup> floor NW vestibule camera
OR-30	Type II	New installation	8 <sup>th</sup> floor SW vestibule camera
OR-31	Type II	New installation	8 <sup>th</sup> floor East stairwell camera
OR-32	Type II	New installation	9 <sup>th</sup> floor West Stairwell camera
OR-33	Type II	New installation	9 <sup>th</sup> floor NW vestibule camera
OR-34	Type II	New installation	9 <sup>th</sup> floor SW vestibule camera
OR-35	Type II	New installation	9 <sup>th</sup> floor East stairwell camera
OR-36	Type II	New installation	10 <sup>th</sup> floor West Stairwell camera

OR-37	Type II	New installation	10 <sup>th</sup> floor NW vestibule camera
OR-38	Type II	New installation	10 <sup>th</sup> floor SW vestibule camera
OR-39	Type II	New installation	10 <sup>th</sup> floor East stairwell camera
OR-40	Type II	New installation	11 <sup>th</sup> floor West Stairwell camera
OR-41	Type II	New installation	11 <sup>th</sup> floor NW vestibule camera
OR-42	Type II	New installation	11 <sup>th</sup> floor SW vestibule camera
OR-43	Type II	New installation	11 <sup>th</sup> floor East stairwell camera
OR-44	Type II	New installation	12 <sup>th</sup> floor West Stairwell camera
OR-45	Type II	New installation	12 <sup>th</sup> floor NW vestibule camera
OR-46	Type II	New installation	12 <sup>th</sup> floor SW vestibule camera
OR-47	Type II	New installation	12 <sup>th</sup> floor East stairwell camera

General Notes

Conduit and Infrastructure Notes

- 1. All detail drawings and design elements on these sheets are a basis of design only and are a general representation of the quality and type of equipment. Installation and workmanship of the final product required for this project. Installation contractor is ultimately responsible to provide equipment that is matching and functional in design. A final product that meets the overall specification and design intent is required.
- 2. All conduit exposed to elements to be rigid galvanized steel watertight with watertight connections.
- 3. All conduit installed indoors to be galvanized steel EMT.
- 4. Final connection to cameras housing may be watertight flexible conduit where appropriate.
- 5. Reuse of existing conduit where possible is encouraged.
- 6. All conduit, enclosures, and devices to be secured to secured to solid structure following all city and state codes and manufactures recommended installation instructions.
- 7. Minimum conduit size is to be no smaller than ¾ inches
- 8. All penetrations through exterior walls, to be sealed watertight.
- 9. Use of firestop sealant to be used on all penetrations made indoors through any fire rated wall.
- 10. Existing OM1 fiber will be replaced with OM4 and a fiber strand testing machine generated compliance certificate. Passing all test parameters based on IEC 62180-4-1 testing standards will be performed.
- 11. All wiring shall be enclosed in conduit where not enclosed in ceiling or wall. Where wiring runs through a drop ceiling, it will be supported at least 4 inches above any light fixture and 6 inches from any high voltage line using “J” hook type supports anchored to the existing structure use of drop ceiling support structure is prohibited.
- 12. Where old wiring is no linger in use, it must be removed to allow for the proper fill ratio inside the conduit.
- 13. All new conduit must be installed in a professional and workman like manner taking into account level and plumb as well as facility aesthetics.
- 14. Existing cat-6 wiring to cameras may be retained if contractor provides a copper wire testing machine generated compliance certificate passing all test parameters bases on TIA-568-B & ISO 11801:2002 testing standards.

Camera and Ethernet Switch Notes

- 1. All cameras to be network IP type powered by PoE+.
- 2. All PoE network switches to be compliant with 802.3 AF and 802.3 standards.
- 3. When reusing an existing camera housing, refurbish any bad housing seals, thoroughly clean interior and exterior of housing, and all glass.
- 4. All 180 degree multi-sensor cameras will be properly aligned and adjusted for seamless panoramic view across entire camera field of view.
- 5. All cameras will be mounted with manufactures recommended mounting hardware.
- 6. Camera mounting method will be determined based on camera type and final mounting location. Each mounting type will be confirmed prior to installation.

**EXHIBIT B: COST AND PRICE FORMS**

**PRICE SUMMARY SHEET**

**REQUEST FOR PROPOSALS (RFP) 8-1874**

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

<b>ANAHEIM BUS BASE</b>		
<b>Task</b>	<b>Description</b>	<b>Firm Fixed Price</b>
1	Project Management	\$
2	Equipment	\$
3	Installation	\$
4	Warranty	\$
<b>Total Firm Fixed Price for Anaheim Bus Base</b>		<b>\$</b>

<b>IRVINE CONSTRUCTION CIRCLE BUS BASE</b>		
<b>Task</b>	<b>Description</b>	<b>Firm Fixed Price</b>
1	Project Management	\$
2	Equipment	\$
3	Installation	\$
4	Warranty	\$
<b>Total Firm-Fixed Price for Irvine Construction Circle Bus Base</b>		<b>\$</b>

<b>IRVINE SAND CANYON BUS BASE</b>		
<b>Task</b>	<b>Description</b>	<b>Firm Fixed Price</b>
1	Project Management	\$
2	Equipment	\$
3	Installation	\$
4	Warranty	\$
<b>Total Firm Fixed Price for Irvine Sand Canyon Bus Base</b>		<b>\$</b>

<b>ORANGE ADMINISTRATION BUILDING</b>		
<b>Task</b>	<b>Description</b>	<b>Firm Fixed Price</b>
1	Project Management	\$
2	Equipment	\$
3	Installation	\$
4	Warranty	\$
<b>Total Firm Fixed Price for Orange Administration Building</b>		<b>\$</b>

<b>Grand Total Firm Fixed Price for Anaheim, Irvine Construction Circle, Irvine Sand Canyon Bus Bases and Orange Administration Building</b>	<b>\$</b>
--	-----------

1. I acknowledge receipt of RFP 8-1874 and Addenda No.(s) \_\_\_\_\_
2. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal  
(Minimum 120)

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

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

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

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

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

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

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

**EXHIBIT C: PROPOSED AGREEMENT**

1  
2 **PROPOSED AGREEMENT NO. C-8-1874**

3 **BETWEEN**

4 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

5 **AND**

6 \_\_\_\_\_  
7 **THIS AGREEMENT** is effective as of this \_\_\_\_ day of \_\_\_\_\_, 201\_, by  
8 and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184,  
9 Orange, CA 92863-1584, a public corporation of the State of California (hereinafter referred to as  
10 "AUTHORITY"), and , , , (hereinafter referred to as "CONTRACTOR").

11 **WITNESSETH:**

12 **WHEREAS**, AUTHORITY requires assistance from CONTRACTOR to furnish and install a  
13 video surveillance system at Anaheim, Irvine Construction Circle, and Irvine Sand Canyon Bus Bases  
14 and the Orange Administration Building; and

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

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

18 **WHEREAS**, CONTRACTOR wishes to perform these services; and

19 **WHEREAS**, the AUTHORITY's Board of Directors authorized this Agreement on  
20 \_\_\_\_\_

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

23 **ARTICLE 1. COMPLETE AGREEMENT**

24 A. This Agreement, including all exhibits and documents incorporated herein and made  
25 applicable by reference, constitutes the complete and exclusive statement of the terms and conditions  
26 of the agreement between AUTHORITY and CONTRACTOR and it supersedes all prior



representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

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

**ARTICLE 2. AUTHORITY DESIGNEE**

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

**ARTICLE 3. SCOPE OF WORK/PROJECT SPECIFICATIONS**

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

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

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

/

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

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

10 **ARTICLE 4. TERM OF AGREEMENT**

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

14 **ARTICLE 5. START OF WORK**

15 CONTRACTOR shall incur no costs, and shall not perform or furnish any work, services,  
16 materials or equipment under this Agreement, unless and until a written Notice to Proceed has been  
17 given to CONTRACTOR by AUTHORITY. Conditions precedent to AUTHORITY issuing said Notice to  
18 Proceed are CONTRACTOR furnishing the Exhibit B "Performance Bond," Exhibit C "Payment Bond,"  
19 Exhibit D "Guaranty" and certificates of insurance as set forth hereunder. CONTRACTOR shall furnish  
20 said documents within ten (10) calendar days after notification of contract award from AUTHORITY.  
21 Upon receipt of acceptable bonds and insurance certificates, AUTHORITY will within ten (10) working  
22 days thereafter issue the written Notice to Proceed.

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

24 A. CONTRACTOR's Submittal requirements and Submittal schedule shall be as set out in  
25 CONTRACTOR's approved Site Specific Work Plan, Installation Schedule (base schedule), Progress  
26 /

Schedules, and Schedule of Submittals in accordance with Exhibit A, "Scope of Work/Project Specifications."

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

**ARTICLE 7. PAYMENT**

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, and subject to the maximum cumulative payment obligation provisions set forth in Article 9, AUTHORITY shall pay CONTRACTOR on a firm fixed price basis in accordance with the following provisions.

B. The following schedule shall establish the firm fixed payment to CONTRACTOR by AUTHORITY for each work task set forth in the Scope of Work. The schedule shall not include any CONTRACTOR expenses not approved by AUTHORITY including but not limited to reimbursement for local meals.

**ANAHEIM BUS BASE**

<u>Task</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Project Management	\$0.00
2	Equipment	\$0.00
3	Installation	\$0.00
4	Warranty	<u>\$0.00</u>
<b>Total Firm Fixed Price Payment for Anaheim Bus Base</b>		<b><u>\$0.00</u></b>

**IRVINE CONSTRUCTION CIRCLE BUS BASE**

<u>Task</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Project Management	\$0.00
2	Equipment	\$0.00
3	Installation	\$0.00
4	Warranty	<u>\$0.00</u>
<b>Total Firm Fixed Price Payment for Irvine Construction Circle Bus Base</b>		<b><u>\$0.00</u></b>

**IRVINE SAND CANYON BUS BASE**

<u>Task</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Project Management	\$0.00
2	Equipment	\$0.00
3	Installation	\$0.00
4	Warranty	<u>\$0.00</u>
<b>Total Firm Fixed Price Payment for Irvine Sand Canyon Bus Base</b>		<b><u>\$0.00</u></b>

**ORANGE ADMINISTRATION BUILDING**

<u>Task</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Project Management	\$0.00
2	Equipment	\$0.00
3	Installation	\$0.00
4	Warranty	<u>\$0.00</u>
<b>Total Firm Fixed Price Payment for Orange Administration Building</b>		<b><u>\$0.00</u></b>

**Grand Total Firm Fixed Price for Anaheim, Irvine Construction Circle,  
Irvine Sand Canyon Bus Bases and Orange Administration Building** **\$0.00**

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

1 D. As partial security against CONTRACTOR's failure to satisfactorily fulfill all of its obligations  
2 under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice  
3 submitted for payment by CONTRACTOR. All retained funds shall be released by AUTHORITY and  
4 shall be paid to CONTRACTOR within sixty (60) calendar days of payment of final invoice, unless  
5 AUTHORITY elects to audit CONTRACTOR's records in accordance with Article 23 of this Agreement.  
6 If AUTHORITY elects to audit, retained funds shall be paid to CONTRACTOR within thirty (30) calendar  
7 days of completion of such audit in an amount reflecting any adjustment required by such audit.  
8 CONTRACTOR agrees to release subcontractor retention within thirty (30) calendar days after the  
9 subcontractor's work is satisfactory completed. These prompt payment provisions are required to be  
10 incorporated in all subcontract agreements issued by CONTRACTOR. During the term of the  
11 Agreement, at its sole discretion, AUTHORITY reserves the right to release all or a portion of the  
12 retained amount based on CONTRACTOR's satisfactory completion of certain milestones.  
13 CONTRACTOR shall invoice AUTHORITY for the release of the retention in accordance with Article 5.

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

- 20 1. Agreement No. C-8-1874;
- 21 2. Specify the task number for which payment is being requested;
- 22 3. The time period covered by the invoice;
- 23 4. Total monthly invoice (including project-to-date cumulative invoice amount) and  
24 retention;
- 25 5. Monthly Progress Report;

26 /

1           6. Weekly certified payroll for personnel subject to prevailing wage requirements, if  
2 applicable;

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

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

12           **ARTICLE 8. PROMPT PAYMENT CLAUSE**

13           A. CONTRACTOR agrees to pay each subcontractor for the satisfactory work performed under  
14 this Agreement, no later than seven (7) calendar days from the receipt of each payment  
15 CONTRACTOR receives from AUTHORITY. CONTRACTOR agrees further to return retainage  
16 payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is  
17 satisfactorily completed. AUTHORITY reserves the right to request the appropriate documentation from  
18 CONTRACTOR showing payment has been made to the subcontractors. Any delay or postponement  
19 of payment from the above referenced time frames may occur only for good cause following written  
20 approval by AUTHORITY.

21           B. Failure to comply with this provision or delay in payment without prior written approval from  
22 AUTHORITY will constitute noncompliance, which may result in appropriate administrative sanctions,  
23 including, but not limited to a penalty of two percent (2%) of the invoice amount due per month for every  
24 month that payment is not made.

25           C. These prompt payment provisions must be incorporated in all subcontract agreements  
26 issued by CONTRACTOR under this Agreement.

**ARTICLE 9. MAXIMUM OBLIGATION**

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

**ARTICLE 10. NOTICES**

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

To CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Sonja Gettel

Senior Contract Administrator

Phone:

Phone: (714) 560-5562

Email:

Email: sgettel@octa.net

cc: George Olivo

Program Manager

Tel: (714) 560-5872

Email: golivo@octa.net

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**ARTICLE 11. INDEPENDENT CONTRACTOR**

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.

**ARTICLE 12. BONDS**

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

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

**ARTICLE 13. INSURANCE**

A. CONTRACTOR shall procure and maintain insurance coverage during the entire term of this 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, and Personal Injury, and Property Damage with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.



2. Automobile Liability to include owned, hired and non-owned autos with a combined single limit of \$1,000,000.00 each accident;

3. Workers' Compensation with limits as required by the State of California including a waiver of subrogation in favor of AUTHORITY, its officers, directors, employees and agents;

4. Employers' Liability with minimum limits of \$1,000,000.00; and

5. Professional Liability with minimum limits of \$1,000,000.00 per claim.

B. Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and agents designated as additional insured on the general and automobile liability. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies of all related insurance policies.

C. CONTRACTOR shall include on the face of the Certificate of Insurance the Agreement Number, C-8-1874; and, the Contract Administrator's Name, Sonja Gettel.

D. CONTRACTOR shall also include in each subcontract the stipulation that subcontractors shall maintain insurance coverage in the amounts required from CONTRACTOR as provided in this Agreement.

E. CONTRACTOR shall be required to immediately notify AUTHORITY of any modifications or cancellation of any required insurance policies.

#### **ARTICLE 14. ORDER OF PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 8-1874, (3) CONTRACTOR's proposal dated \_\_\_\_\_; and (4) all other documents, if any, cited herein or incorporated by reference.

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**ARTICLE 15. CHANGES/EXTRA WORK**

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

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

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

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

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

F. If the CONTRACTOR disagrees with the amount of compensation or time extension proposed by AUTHORITY in the Amendment or Work Directive, the CONTRACTOR shall submit a written dispute to AUTHORITY within fifteen (15) calendar days after the receipt of the proposed Amendment or Work Directive, pursuant to Article 16. Disputes. Notwithstanding CONTRACTOR'S

1 disagreement, CONTRACTOR shall proceed diligently with performance if directed by AUTHORITY.  
2 The dispute shall state the points of disagreement and, if possible, the Agreement specification  
3 references, quantities and costs involved. If a written dispute is not submitted within the above period,  
4 payment will be made as set forth in the Amendment or Work Directive and such payment shall  
5 constitute full compensation for all work included therein or required thereby. Such undisputed  
6 approved amendment or Work Directive will be considered as executed amendment.

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

11 **ARTICLE 16. DISPUTES**

12 A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact  
13 arising under this Agreement which is not disposed of by supplemental agreement shall be decided by  
14 AUTHORITY's Director, Contracts Administration and Materials Management (CAMM), who shall  
15 reduce the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The  
16 decision of the Director, CAMM, shall be final and conclusive.

17 B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with  
18 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,  
19 CAMM. This Disputes clause does not preclude consideration of questions of law in connection with  
20 decisions provided for above. Nothing in this Agreement, however, shall be construed as making final  
21 the decision of any AUTHORITY official or representative on a question of law, which questions shall be  
22 settled in accordance with the laws of the State of California.

23 **ARTICLE 17. LIQUIDATED DAMAGES**

24 If CONTRACTOR fails to complete the work within the time specified in this Agreement, or any  
25 AUTHORITY authorized extension thereof, the actual damage to AUTHORITY for the delay will be  
26 difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay to

1 AUTHORITY as fixed, agreed-to liquidated damages for each calendar day of delay the sum of Three  
2 Hundred Dollars (\$300.00). Alternatively, AUTHORITY may terminate this Agreement in whole or in  
3 part as provided in Article 19. Termination, Paragraph A of this Agreement, and in that event,  
4 CONTRACTOR shall be liable, in addition to the excess costs provided in Article 19. Termination of this  
5 Agreement, for such liquidated damages accruing until such time as AUTHORITY may reasonably  
6 obtain delivery or performance of similar supplies or services from a different source. CONTRACTOR  
7 shall not be charged with liquidated damages when the delay is determined to be excusable in  
8 accordance with Article 18. Use and Possession to Completion hereunder. AUTHORITY shall  
9 ascertain the facts and extent of the delay and shall extend the time for performance of the Agreement  
10 when in its judgment, the findings of fact justify an extension.

11 **ARTICLE 18. USE AND POSSESSION TO COMPLETION**

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

23 **ARTICLE 19. TERMINATION**

24 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or  
25 part, by giving CONTRACTOR written notice thereof. Upon termination, AUTHORITY shall pay  
26 CONTRACTOR its allowable costs incurred to date of that portion terminated. Said termination shall be

1 construed in accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal  
2 Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to  
3 termination for convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said  
4 notice shall be given to CONTRACTOR in accordance with the provisions of the FAR referenced above  
5 and Article 10, herein. Upon receipt of said notification, CONTRACTOR agrees to comply with all  
6 applicable provisions of the FAR pertaining to termination for convenience.

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

17 **ARTICLE 20. INDEMNIFICATION**

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

24 **ARTICLE 21. INSPECTION OF SITE**

25 CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions  
26 affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling

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

## **ARTICLE 22. ASSIGNMENTS AND SUBCONTRACTS**

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

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

<b><u>Subcontractor Name/Addresses</u></b>	<b><u>Subcontractor Amounts</u></b>
	.00
	.00

**ARTICLE 23. 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 22 of this Agreement. CONTRACTOR shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

**ARTICLE 24. CONFLICT OF INTEREST**

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

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**ARTICLE 25. CODE OF CONDUCT**

CONTRACTOR agrees 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. CONTRACTOR agrees to include these requirements in all of its subcontracts.

**ARTICLE 26. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

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

**ARTICLE 27. FEDERAL, STATE AND LOCAL LAWS**

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

**ARTICLE 28. EQUAL EMPLOYMENT OPPORTUNITY**

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

**ARTICLE 29. CIVIL RIGHTS ASSURANCE**

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

A. Compliance with Regulations: CONTRACTOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter,



“DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

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

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

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

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

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1           1.     Withholding of payments to the CONTRACTOR under the Agreement until the  
2 CONTRACTOR complies; and/or

3           2.     Cancellation, termination, or suspension of the Agreement, in whole or in part.

4           F. Title VI of the Civil Rights Act: In determining the types of property or services to acquire, no  
5 person in the United States shall, on the grounds of race, color, or national origin, be excluded from  
6 participation in, be denied the benefits of, or otherwise be subjected to discrimination under any  
7 program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of  
8 1964, as amended, 42 U.S.C. Sections 2000d et seq. and DOT regulations, "Nondiscrimination in  
9 Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil  
10 Rights Act of 1964," 49 CFR Part 21. In addition, FTA Circular 4702.1, "Title VI and Title VI-Dependent  
11 Guidelines for FTA Recipients," 05-13-07, provides FTA guidance and instructions for implementing  
12 DOT's Title VI regulations.

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

17           H. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (A)  
18 through (H) in every subcontract, including procurements of materials and leases of equipment, unless  
19 exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such  
20 action with respect to any subcontract or procurement as the AUTHORITY may direct as a means of  
21 enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event  
22 a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier  
23 as a result of such direction, the CONTRACTOR may request the AUTHORITY to enter into such  
24 litigation to protect the interests of the AUTHORITY, and, in addition, the CONTRACTOR may request  
25 the United States to enter into such litigation to protect the interests of the United States.

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**ARTICLE 30. RACE-CONSCIOUS DBE CONTRACT PROVISIONS FOR DOT-ASSISTED  
CONTRACTOR CONTRACTS**

At the time of contract execution, the CONTRACTOR committed to utilize DBE(s) in the performance of this DOT-assisted contract, and further agrees to ensure that DBE subcontractors listed on the "DBE Participation Commitment Form" Attachment A-1, perform work and/or supply materials in accordance with original commitments, unless otherwise directed and/or approved by the AUTHORITY prior to the CONTRACTOR effectuating any changes to its race-conscious DBE participation commitment(s). CONTRACTOR shall comply with all the requirements set forth in Attachment titled, "DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR FEDERALLY FUNDED CONTRACTS WITH DBE GOALS", which is attached to and, by this reference, incorporated in and made a part of this Agreement.

**ARTICLE 31. PROHIBITED INTERESTS**

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

B. No member of or delegate to, the Congress of the United States shall have any interest, direct or indirect, in this Agreement or to the benefits thereof.

**ARTICLE 32. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONTRACTOR in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any

1 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected  
2 with the performance of the project. CONTRACTOR shall comply with AUTHORITY's policies  
3 regarding such material. Nothing furnished to CONTRACTOR, which is otherwise known to  
4 CONTRACTOR or is or becomes generally known to the related industry shall be deemed confidential.  
5 CONTRACTOR shall not use AUTHORITY's name, photographs of the project, or any other publicity  
6 pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or  
7 other medium without the express written consent of AUTHORITY.

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

13 **ARTICLE 33. PATENT AND COPYRIGHT INFRINGEMENT**

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

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

**ARTICLE 34. FINISHED AND PRELIMINARY DATA**

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

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

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**ARTICLE 35. COVENANT AGAINST CONTINGENT FEES**

CONTRACTOR warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONTRACTOR; to solicit or secure this Agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award, or formation of this Agreement. For breach or violation of this warranty, the AUTHORITY shall have the right to annul this Agreement without liability, or at its discretion; to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**ARTICLE 36. LOBBYING**

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

**ARTICLE 37. HEALTH AND SAFETY REQUIREMENTS**

CONTRACTOR shall comply with all the requirements set forth in Exhibit E, titled "Level 2 Health, Safety and Environmental (HSE) Specifications." As used therein, "Contractor" shall mean "CONTRACTOR," and "Subcontractor" shall mean "Subcontractor."

**ARTICLE 38. CONTRACTOR PURCHASED EQUIPMENT**

A. If during the course of this Agreement, additional equipment is required, which will be paid for by the AUTHORITY, CONTRACTOR must request prior written authorization from the

1 AUTHORITY's project manager before making any purchase. As part of this purchase request,  
2 CONTRACTOR shall provide a justification for the necessity of the equipment or supply and submit  
3 copies of three (3) competitive quotations. If competitive quotations are not obtained, CONTRACTOR  
4 must provide the justification for the sole source.

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

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

16 D. Any subcontractor agreement entered into as a result of this Agreement shall contain all  
17 provisions of this clause.

18 **ARTICLE 39. PRIVACY ACT**

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

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**ARTICLE 40. INCORPORATION OF FTA TERMS**

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

**ARTICLE 41. FEDERAL CHANGES**

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

**ARTICLE 42. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

**ARTICLE 43. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

A. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil



Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this Agreement, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FTA assisted project for which this Agreement's work is being performed. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

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

#### **ARTICLE 44. RECYCLED PRODUCTS**

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

#### **ARTICLE 45. ENERGY CONSERVATION REQUIREMENTS**

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

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**ARTICLE 46. CLEAN AIR**

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

**ARTICLE 47. CLEAN WATER REQUIREMENTS**

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

**ARTICLE 48. FLY AMERICA REQUIREMENT**

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

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**ARTICLE 49. BUY AMERICA**

If the Agreement exceeds \$150,000, CONTRACTOR shall comply with the Buy America requirements of 49 U.S.C. Section 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. CONTRACTOR shall ensure that all subcontractors, at any tier, comply with the Buy America requirements.

**ARTICLE 50. SEISMIC SAFETY REQUIREMENTS**

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

**ARTICLE 51. DEBARMENT AND SUSPENSION**

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

**ARTICLE 52. FORCE MAJEURE**

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

the other party; and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

This Agreement shall be made effective upon execution by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-8-1874 to be executed on the date first above written.

**CONTRACTOR**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By \_\_\_\_\_  
Name  
Title

By \_\_\_\_\_  
Darrell E. Johnson  
Chief Executive Officer

APPROVED AS TO FORM:

By \_\_\_\_\_  
James M. Donich  
General Counsel

APPROVED:

By \_\_\_\_\_  
James G. Beil, PE  
Executive Director, Capital Programs

Date \_\_\_\_\_

Attachments and Exhibits:

Attachment A: Disadvantaged Business Enterprise (DBE) Contract Provisions Federally Funded  
Contracts with DBE Goals  
Attachment A-1: DBE Participation Commitment Form  
Exhibit A: Scope of Work/Project Specifications  
Exhibit A-1: Drawings (Anaheim Bus Base)  
Exhibit A-2: Drawings (Irvine Construction Circle Bus Base)  
Exhibit A-3: Drawings (Irvine Sand Canyon Bus Base)  
Exhibit A-4: Drawings (Orange Administration Building)  
Exhibit B: Performance Bond  
Exhibit C: Payment Bond  
Exhibit D: Guaranty  
Exhibit E: Safety Specifications

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS  
FEDERALLY FUNDED CONTRACTS WITH DBE GOALS**

**I. DBE Participation**

It is the Consultant's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and the Orange County Transportation Authority's (Authority's) DBE program developed pursuant to these regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55 that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- D. Consultant must not claim DBE participation as attained until the amount to be claimed is paid and fully adheres to DBE crediting provisions.

If the Consultant has committed to utilize DBE(s) in the performance of this DOT-assisted contract, the Consultant's submitted "DBE Participation Commitment Form" will be utilized to monitor Consultant's DBE commitments, unless otherwise directed and/or approved by the Authority prior to the Consultant effectuating any changes to its DBE participation commitment(s) (*Refer to Subsection H: "Performance of DBE Subconsultants"*).

Consultant must complete and submit all required DBE documentation to effectively capture all DBE utilization on the Authority's DOT-assisted contracts whether achieved race neutrally or race consciously. Even if a Consultant has not committed to utilize DBE(s) in the performance of this contract, the Consultant must execute and submit all required DBE forms and other related documentation as specified under this contract or as otherwise requested by the Authority. No changes to the Consultant's DBE Commitment must be made until proper protocols for review and approval of the Authority are rendered in writing.

To ensure full compliance with the requirements of 49 CFR, Part 26 and the Authority's DBE Program, the Consultant must:

- A. Take appropriate actions to ensure that it will continue to meet the DBE Commitment at the minimal level committed to at award or will satisfy the good faith efforts to meet the DBE Commitment, when change orders or other contract

modifications alter the dollar amount of the contract or the distribution of work. The Consultant must apply and report its DBE goal commitments against the total Contract Value, including any contract change orders and/or amendments.

## **II. DBE Policy and Applicability**

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Authority has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs".

The project is subject to these stipulated regulations and the Authority's DBE program. In order to ensure that the Authority achieves its overall DBE Program goals and objectives, the Authority encourages the participation of DBEs as defined in 49 CFR, Part 26 in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of the Authority to:

Fulfill the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have equitable access to participate in all of Authority's DOT-assisted contracting opportunities.

- A. Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and subcontracts.
- B. Ensure non-discrimination in the award and administration of Authority's DOT-assisted contracts.
- C. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- D. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
- E. Help remove barriers to the participation of DBEs in DOT-assisted contracts.
- F. Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.
- G. Consultant must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subconsultant.

Any terms used in this section that are defined in 49 CFR, Part 26, or elsewhere in the Regulations, must have the meaning set forth in the Regulations. In the event of any conflicts

or inconsistencies between the Regulations and the Authority's DBE Program with respect to DOT-assisted contracts, the Regulations must prevail.

### III. Authority's DBE Policy Implementation Directives

Pursuant to the provisions associated with federal regulation 49 CFR, Part 26, the Disadvantaged Business Enterprise (DBE) program exists to ensure participation, equitable competition, and assistance to participants in the USDOT DBE program. Accordingly, based on the Authority's analysis of its past utilization data, coupled with its examination of similar Agencies' Disparity Study and recent Goal Methodology findings the Authority has implemented the reinstatement of the DBE program utilizing both race-conscious and race-neutral means across the board as all protected groups participation have been affected using strictly race neutral means on its FTA-assisted contracts.

The Authority reinstates the use of contract goals and good faith efforts. Meeting the contract-specific goal by committing to utilize DBEs or documenting a bona fide good faith effort to do so, is a condition of award. Additionally, contract-specific goals are now specifically targeted at DBEs (*DBEs owned and controlled by Black Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, Asian-Pacific Americans, Sub-Continent Asian Americans, and Women*). In the event of a substitution, a DBE must be substituted with another DBE or documented adequate good faith efforts to do so must be made, in order to meet the contract goal and DBE contract requirements.

#### A. Definitions

The following definitions apply to the terms used in these provisions:

1. **"Disadvantaged Business Enterprise (DBE)"** means a small business concern:  
(a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern must not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$19.57 million over the previous three fiscal years.
3. **"Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent

residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, or by the Authority pursuant to 49 CFR part 26.65. Members of the following groups are presumed to be socially and economically disadvantaged:

- a) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
  - b) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - c) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - d) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
  - e) "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh; and
  - f) Women, regardless of ethnicity or race.
4. **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
5. **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Consultant.
6. **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
7. **"Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE and that attempts to participate in a DOT-assisted program as a DBE on the



basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR, Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR, Part 31. The Authority may refer the case to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.

8. ***"Other Socially and Economically Disadvantaged Individuals"*** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or a recognized California Unified Certification Program Certifying Agency to meet the social and economic disadvantage criteria described below.

**B. "Social Disadvantage"**

1. The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
2. The individual must demonstrate that he/she has personally suffered social disadvantage.
3. The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.
4. The individual's social disadvantage must be chronic, longstanding and substantial, not fleeting or insignificant.
5. The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
6. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

**C. "Economic Disadvantage"**

1. The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.

2. The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

#### **IV. Submission of DBE Information and Ongoing Reporting Requirements (Post-Award)**

If there is a DBE goal on the contract, Consultant must complete and submit the following DBE exhibits (forms) consistent with Consultant DBE Goal Commitment within the specified timelines. Even if no DBE participation will be reported, the Consultant must execute and return the form:

- A. “Monthly DBE Subconsultant Commitment and Attainment Report Summary and Payment Verification” (Form 103)

The purpose of this form is to ensure Consultant DBE commitments are attained, properly reported and credited in accordance with DBE crediting provisions based on the capacity the DBE performs the scope of work/service. This form further serves to collect DBE utilization data required under 49 CFR, Part 26.

The Consultant is required to complete and submit a Form 103 to the Authority by the 10<sup>th</sup> of each month until completion of the contract. The Consultant must submit its first Form 103 following the first month of contract activity. Upon completion of the contract, the Consultant must complete and submit a “Final: Monthly DBE Subconsultant Commitment and Attainment Report Summary and Payment Verification” (Form 103) to facilitate reporting and capturing actual DBE attainments at conclusion of the contract.

The Form 103 must include the following information:

1. General Contract Information – Including Contract Number and Name, Prime Consultant and the following:
  - a) Original Contract Amount
  - b) Running Total of Change Order Amount

- c) Current Contract Amount
  - a) Amount Paid to Consultant during Month
  - b) Amount Paid to Consultant from Inception to Date
  - c) DBE Contract Goal
  - d) Total Dollar Amount of DBE Commitment
  - e) DBE Commitment as Percentage of Current Contract Amount
- 2. Listed and/Proposed Consultant/Subconsultant Information – For All DBE participation being claimed either Race Neutrally or Race Consciously, regardless of tier:
  - a) DBE Firm Name, Address, Phone Number, DBE Type of Operation, Certification Type and Certification Number.
  - b) DBE Firm Contract Value Information:
    - Original contract amount, running total of change order amount,
    - Current contract amount, Amount paid to Consultant during month
    - and Amount paid to Consultant to date.
- 3. Consultant Assurance of Full Compliance with Prompt Payment Provisions

Consultant to sign the prompt payment assurance statement of compliance contained within the Form 103. Consultant is to further maintain and submit at the request of Authority a detailed running tally of related invoices submitted by DBE(s) and Non DBE(s), including dates of invoice submission, dates accepted and corresponding dates and amount of payments made. The Payment and Retention Reporting tally must also include:

DBE(s) and Non DBE(s) Invoice Number, Invoice Amount, Invoice Date, Prime Consultant's Invoice Number that incorporated the corresponding DBE and Non DBE invoice(s) for billing purposes, Date of Invoice submission to Authority, Date and amount Authority paid on Prime Consultant's Invoice. The report must also reflect a breakout of retention withheld (including retention as specified in subcontract agreement(s) and disputed invoice retention) and retention payments made, check number and date paid to DBE and Non DBE.

Consultant is advised not to report the participation of DBE(s) toward the Consultant's DBE attainment until the amount being claimed has been paid to the DBE. Verification of payments and/or a signed Verification of Payment by the applicable DBE or Non DBE must be submitted with Form 103 to authenticate reported payments.

- 4. DBE Subcontract Agreements

The Consultant must submit to the Authority copies of executed subcontracts and/or purchase orders (PO) for all DBE firms participating on the contract within ten working days of award. The Consultant must immediately notify the Authority in writing of any problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time.

5. "Monthly DBE Trucking Verification" Form

Prior to the 10th of each month, the Consultant must submit documentation on the "Monthly DBE Trucking Verification" Form to the Authority showing the amount paid to DBE trucking companies. The Consultant must also obtain and submit documentation to the Authority showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contactor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Consultant must also obtain and submit documentation to the Authority showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month.

6. "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subconsultants"

Upon completion of the contract, a summary of these records must be prepared on the: "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subconsultants" and certified correct by the Consultant or the Consultant's authorized representative, and must be furnished to the Engineer. The form must be furnished to the Authority within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

7. "Disadvantaged Business Enterprises (DBE) Certification Status Change"

If a DBE Sub is decertified during the life of the project, the decertified Subconsultant must notify the Consultant in writing with the date of decertification. If a Subconsultant becomes a certified DBE during the life of the project, the Subconsultant must notify the Consultant in writing with the date of certification (Attach DBE certification/Decertification letter). The Consultant must furnish the written documentation to the AUTHORITY.

Upon completion of the contract, the "Disadvantaged Business Enterprises (DBE) Certification Status Change" must be signed and certified correct by the Consultant indicating the DBEs' existing certification status. If there are no changes, please

indicate "No Changes". The certified form must be furnished to the Authority within 90 days from the date of contract acceptance.

**V. DBE Eligibility and Commercially Useful Function Standards**

A DBE must be certified at the time of Proposal submission:

1. A certified DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
2. A DBE may participate as a Prime Consultant, Subconsultant, joint venture partner with a Prime or Subconsultant, vendor of material or supplies, or as a trucking company.
3. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
4. At time of proposal submission, DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
  - a. The CUCP web site, which can be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" web site at <http://www.dot.ca.gov/hq/bep>.
1. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

**VI. DBE Crediting Provisions**

- A. When a DBE is proposed to participate in the contract, either as a Prime Consultant or Subconsultant, at any tier, only the value of the work proposed to be performed by the DBE with its own forces may be counted towards DBE participation. If the Consultant is a DBE joint venture participant, only the DBE proportionate interest in the joint venture must be counted.
  1. If a DBE intends to subcontract part of the work of its subcontract to a lower-tier

Subconsultant, the value of the subcontracted work may be counted toward DBE participation only if the Subconsultant is a certified DBE and actually performs the work with their own forces. Services subcontracted to a Non-DBE firm may not be credited toward the Prime Consultant's DBE attainment.

2. Consultant is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward DBE attainment, as follows:
  - a) Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a regular dealer; or
  - b) One hundred percent (100%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a DBE manufacturer.
3. The following types of fees or commissions paid to DBE Subconsultants, Brokers, and Packagers may be credited toward the prime Consultant's DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including:
  - a) Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract;
  - b) Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
  - c) Fees and commissions charged for providing any insurance specifically required in the performance of the Contract.
4. Consultant may count the participation of DBE trucking companies toward DBE attainment, as follows:
  - a) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
  - b) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
  - c) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  - d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation

services the lessee DBE provides on the contract.

- e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

- 5. If the Consultant listed a non-certified 1<sup>st</sup> tier Subconsultant to perform work on this contract, and the non-certified Subconsultant subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subconsultant or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward DBE participation on the contract. If a DBE Consultant performs the installation of purchased materials and supplies they are eligible for full credit of the cost of the materials.

## **VII. Performance of DBE Subconsultants**

DBEs must perform work or supply materials as listed in the "DBE Participation Commitment Form" specified under "*DBE Proposal Submission Requirements*" of these special provisions. Do not terminate a DBE listed Subconsultant for convenience and perform the work with your own forces or obtain materials from other sources without prior written authorization from the AUTHORITY.

The AUTHORITY grants authorization to use other forces or sources of materials for requests that show any of the following justifications (written approval from the AUTHORITY must be obtained prior to effectuating a substitution):

- A. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
- B. You stipulate a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
- C. Work requires a Consultants' license and listed DBE does not have a valid license under Consultants License Law.
- D. Listed DBE fails or refuses to perform the work or furnish the listed materials.

- E. Listed DBE's work is unsatisfactory and not in compliance with the contract.
- F. Listed DBE delays or disrupts the progress of the work.
- G. Listed DBE becomes bankrupt or insolvent.

If a listed DBE Subconsultant is terminated, you must make good faith efforts to find another DBE Subconsultant to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution. The AUTHORITY does not pay for work or material unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section.

**VIII. Additional DBE Subconsultants**

In the event Consultant identifies additional DBE Subconsultants or suppliers not previously identified by Consultant for DBE participation under the contract, Consultant must notify the Authority by submitting "Request for Additional DBE Firm" to enable Consultant to capture all DBE participation. Consultant must also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

**IX. DBE "Frauds" and "Fronts"**

Only legitimate DBEs are eligible to participate as DBEs in the Authority's federally - assisted contracts. Proposers are cautioned against knowingly and willfully using "fronts." The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse or mismanagement of Federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; or to the following: 245 Murray Drive, Building 410, Washington, DC 20223; Telephone: (202) 406-570.

**X. Consultant's Assurance Clause Regarding Non-Discrimination**

In compliance with State and Federal anti-discrimination laws, the Consultant must affirm that they will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, the Consultant must affirm that they will consider, and utilize Subconsultants and vendors, in a manner consistent with non-discrimination objectives.



**XI. Prompt Payment Clause**

Upon receipt of payment by Authority, Consultant agrees to promptly pay each Subconsultant for the satisfactory work performed under this Agreement, no later than seven (7) calendar days. Consultant agrees further to return retainage payments to each Subconsultant within thirty (30) calendar days after the Subconsultant's work is satisfactorily completed. Authority reserves the right to request the appropriate documentation from Consultant showing payment has been made to the Subconsultants. Any delay or postponement of payment from the above referenced time frames may occur only for good cause following written approval by Authority.

In accordance with 49 CFR part 26.29 "Prompt Payment Provisions" (DBE Final Rule) the Authority will elect to utilize the following method to comply with the prompt payment of retainage requirement:

Hold retainage from the Consultant and provide for prompt and regular incremental acceptances of portions of the Consultant, pay retainage to prime Consultants based on these acceptances, and require a contract clause obligating the Consultant to pay all retainage owed to the Subconsultants for satisfactory completion of the accepted work within thirty (30) days after payment to the Consultant.

Failure to comply with this provision or delay in payment without prior written approval from Authority will constitute noncompliance, which may result in appropriate administrative sanctions, including, but not limited to a withhold of two percent (2%) of the invoice amount due per month for every month that payment is not made.

These prompt payment provisions must be incorporated in all subcontract agreements issued by Consultant under this Agreement. Each subcontract must require the Subconsultant to make payments to sub-Subconsultants and suppliers in a similar manner.

**XII. Administrative Remedies and Enforcement**

Consultant must fully comply with the DBE contract requirements, including the Authority's DBE Program and Title 49 CFR, Part 26 "Participation of Disadvantaged Businesses in Department of Transportation Financial Assistance Programs" and ensure that all Subconsultants regardless of tier are also fully compliant. Consultant's failure to comply constitutes a material breach of contract, wherein the Authority will impose all available administrative sanctions including payment withholdings, necessary to effectuate full compliance. In instances of identified non-compliance, a Cure Notice will be issued to the Consultant identifying the DBE non-compliance matter(s) and specifying the required course of action for remedy.

The Consultant must be given ten (10) working days from the date of the Cure Notice to remedy or to (1) File a written appeal accompanied with supporting documentation and/or

(2) Request a hearing with the Authority to reconsider the Authority's DBE determination. Failure to respond within the ten (10) working day period must constitute a waiver of the Consultant's right to appeal. If the Consultant files an appeal, the Authority, must issue a written determination and/or set a hearing date within ten (10) working days of receipt of the written appeal, as applicable. A final Determination will be issued within ten (10) working days after the hearing, as applicable.

If, after review of the Consultant's appeal, the Authority decides to uphold the decision to impose DBE administrative remedies on the Consultant, the written determination must state the specific remedy(s) to be imposed.

Failure to comply with the Cure Notice and/or to remedy the identified DBE non-compliance matter(s) is a material breach of contract and is subject to administrative remedies, including, withholding at minimum of two percent (2%) of the invoice amount due per month for every month that the identified non-compliance matter(s) is not remedied. Upon satisfactory compliance the Authority will release all withholdings.

In addition to administrative remedies defined in this section, the Authority is not precluded from invoking other contractual and/or legal remedies available under federal, state or local laws.

**EXHIBIT D: CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**Information Sheet**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

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

**IMPORTANT NOTICE**

**Basic Provisions of Government Code Section 84308**

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

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

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

ORANGE COUNTY TRANSPORTATION AUTHORITY  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

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

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

Is Contributor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Lisa A. Bartlett, Chairwoman**

**Tim Shaw, Vice Chairman**

**Laurie Davies, Director**

**Barbara Delgleize, Director**

**Andrew Do, Director**

**Lori Donchak, Director**

**Michael Hennessey, Director**

**Steve Jones, Director**

**Mark A. Murphy, Director**

**Richard Murphy, Director**

**Al Murray, Director**

**Shawn Nelson, Director**

**Miguel Pulido, Director**

**Todd Spitzer, Director**

**Michelle Steel, Director**

**Tom Tait, Director**

**Greg Winterbottom, Director**

**EXHIBIT E: STATUS OF PAST AND PRESENT CONTRACTS**



**STATUS OF PAST AND PRESENT CONTRACTS FORM**

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

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

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT F: DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM  
AND FORMS**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION  
PROGRAM AND FORMS**

**1.0 DBE Goal**

To assist Proposers in ascertaining DBE availability based on the specific items of work associated with this procurement, the Authority has determined that DBEs could reasonably be expected to compete for subcontracting opportunities on this project based on their likely availability for work. The DBE Goal for this contract is **4%**.

**2.0 DBE Policy and Applicability**

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Orange County Transportation Authority (Authority) has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs." The contract is subject to the following stipulated regulations. Pursuant to the intent of these Regulations, it is the policy of the Authority to:

- 2.1** Implement strategies that promote the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have equitable access and opportunities to participate in all of Authority's DOT-assisted contracting opportunities.
- 2.2** Ensure non-discrimination in the award and administration of Authority's DOT-assisted contracts.
- 2.3** Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- 2.4** Ensure that only firms that meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
- 2.5** Help remove barriers to the participation of DBEs in DOT-assisted contracts.
- 2.6** Provide training and other assistance through our resource partners to address capital, bonding and insurance needs.
- 2.7** Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

Proposers shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

***Any terms used in this section that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority's DBE Program with respect to DOT-assisted contracts, the Regulations shall prevail.***

**Race-Neutral/Race-Conscious DBE Program Measures**

The Authority will utilize both Race-Neutral and Race-Conscious means to meet its overall DBE Program goals.

Race-Neutral measures will include but are not limited to conducting outreach, training, providing other resource assistance and assessing proposal delivery schedules to ensure that DBEs interested in proposing for DOT-assisted solicitations are provided. Additional Authority Race-Neutral measures include ensuring that DBEs and other small business are afforded ample opportunity to participate in the Authority's DOT-assisted solicitations by unbundling large contracts to make them more accessible to small businesses and requiring or encouraging Prime Consultants to subcontract portions of work that they might, otherwise, perform with their own forces. Race-Neutral participation also includes any time a DBE obtains a Prime Contract through customary competitive procurement procedures or is awarded a subcontract on a Prime Contract that does not carry a DBE goal.

In conjunction with the Race-Neutral measures listed above the Authority will implement Race-Conscious measures through the reinstatement of contract goals and good faith efforts. The Authority reinstates the use of meeting the contract-specific goal by committing to utilize DBEs or documenting a bona fide good faith effort to do so, as a condition of award. Contract-specific goals are specifically targeted at DBEs (*DBEs owned and controlled by Black Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, Asian-Pacific Americans, Sub-Continent Asian Americans, and Women*). In the event of a substitution, a DBE must be substituted with another DBE or documented adequate good faith efforts to do so must be made, in order to meet the contract goal and DBE contract requirements.

### 3.0 **Definitions**

The following definitions apply to the terms as used in these provisions:

- 3.1 "Disadvantaged Business Enterprise (DBE)"** means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 3.2 "Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$19.57 million over the previous three fiscal years.
- 3.3 "Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, or by the Authority pursuant to 49 CFR part 26.65. Members of the following groups are presumed to be socially and economically disadvantaged:
- 3.3.1 "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- 3.3.2 "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- 3.3.3 "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- 3.3.4 "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;

3.3.5 "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh; and

3.3.6 Women, regardless of ethnicity or race.

- 3.4 **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
- 3.5 **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
- 3.6 **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- 3.7 **"Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE and that attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31. The Authority may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.
- 3.8 **"Other Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.

**3.8.1 Social Disadvantage**

- 3.8.1.1 The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
- 3.8.1.2 The individual must demonstrate that he/she has personally suffered social disadvantage.
- 3.8.1.3 The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.
- 3.8.1.4 The individual's social disadvantage must be chronic, longstanding and substantial, not fleeting or insignificant.
- 3.8.1.5 The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
- 3.8.1.6 A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

**3.8.2 Economic Disadvantage**

- 3.8.2.1 The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.
- 3.8.2.2 The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital

- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

#### **4.0 DBE Proposal Submission Requirements**

Proposer shall complete and submit the following DBE Exhibits (forms) at the times specified with their Proposal:

- “DBE Participation Commitment(s) Form” (Exhibit F-1)
- “Bidders List” (Exhibit F-2)
- “DBE Information - Good Faith Efforts” (Exhibit F-3)

#### **4.1 “DBE Participation Commitment(s) Form” (Exhibit F-1) at time of Proposal.** The Proposer is to provide the following information for each DBE that will participate in the contract:

- 4.1.1 The complete name and address of each DBE who will participate in the contract;
- 4.1.2 A description of the work that each DBE will perform or provide;
- 4.1.3 The dollar amount of the work to be performed or provided by the DBE;
- 4.1.4 Valid DBE Certification eligibility status, in conformance with 49 CFR, Part 26;
- 4.1.5 The Proposer shall also submit, for each DBE to perform under this contract, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract proposal can serve in lieu of the written confirmation).



**4.2 “Bidders List” (Exhibit F-2)**

The Authority is required by Regulations to create and maintain a “Bidders List” of all firms proposing or quoting on the Authority’s DOT-assisted contracts for use in calculating the Authority’s overall DBE goal. Proposers are required to complete and submit the requested information listed on the “Bidders List Form” for all firms (DBE[s] and Non-DBE[s]) who submitted a bid, quote and/or proposal, including firms who were contracted by the Prime Proposer.

The “Bidders List” shall be included with the proposal submission.

**4.3 “DBE Information - Good Faith Efforts” (Exhibit F-3)**

A Proposer must, in order to be a responsible and/or responsive proposer, make good faith efforts to meet the goal. The Proposer can meet this requirement in either of two ways. First, the Proposer can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn’t meet the established DBE goal, the proposer took all necessary and reasonable steps to achieve the DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

If the Proposer did not meet or obtain enough DBE participation to meet the DBE goal, the Proposer must complete and submit the “DBE Information – Good Faith Efforts” form demonstrating that the Proposer made adequate good faith efforts to meet the goal.

If the Proposer has met the DBE goal based on the proposed participation of DBEs listed on the Proposer’s “DBE Participation Commitment(s) Form”, it is at the Proposer’s discretion (not mandatory) whether or not to submit “DBE Information – Good Faith Efforts” form. However, the submission of Good Faith Efforts documentation can protect the Proposer’s eligibility for award of the contract if the Authority determines that the Proposer failed to meet the goal for various reasons, e.g., a DBE firm was not certified at proposal submission or the Proposer made a mathematical error. Submittal of only the “DBE Participation Commitment(s) Form” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

Good Faith Efforts documentation must be submitted with the proposal.

Good Faith Efforts documentation must include the following information and supporting documents, as necessary:

- 4.3.1 Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
- 4.3.2 Names of certified DBEs and dates on which they were solicited to propose on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
- 4.3.3 Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection and rejection of the DBE.
- 4.3.4 Name and date of each publication in which you solicited DBE participation for the project. Attach copies of the published advertisements (In the event the RFP submission due date is extended, proposer's are to re-advertise the new proposal due date).
- 4.3.5 Names of agencies and organizations, and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. Proposer to provide copies of supporting documents of this effort.
- 4.3.6 List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.

4.3.7 List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, and other technical assistance afforded. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.

4.3.8 Any additional data to support demonstration of good faith efforts undertaken prior to proposal submission shall be provided.

For further guidance refer to the United States Department of Transportation's (USDOT) DBE Program, Appendix A of Title 49 CFR Part 26- "Guidance Concerning Good Faith Efforts."



**DBE PARTICIPATION COMMITMENT(S) FORM**

NOTE: Please refer to instructions on the reverse side of this form.

<b>Proposer to Complete this Section</b>				
1. RFP No.: _____				
2. Project Name/Description: _____				
3. Prime Proposer Name: _____				
4. Contract DBE Goal %: _____				
<b>DBE Commitment Information</b>				
5. Proposed DBE Firm (Name and Address)	6. DBE Certification Number	7. Description of Scope of Services/Work to be Provided	8. Dollar Value (\$) and/or Percentage (%) Of Contract	9. Percentage (%) of Work to be Performed by DBE Firm(s)
<b>Note: The proposer shall also submit, for each DBE to perform under this contract a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract proposal can serve in lieu of the written confirmation).</b>			<b>10. Total Value Claimed (\$)</b>  \$ _____	<b>11. Total DBE (%) Claimed towards Goal:</b>  _____ %
Proposer Assurance: The information on this form is complete and accurate and the proposer certifies that all DBE certifications and written confirmation documentation has been submitted to support the proposed DBE Commitment.				
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">           _____  <b>12. Preparer's Name (Print)</b>             _____         </div> <div style="width: 30%;">           _____  <b>13. Preparer's Signature</b>             _____         </div> <div style="width: 30%;">           _____  <b>14. Preparer's Title</b>             _____         </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 30%;"> <b>15. Date</b> </div> <div style="width: 30%;"> <b>16. (Area Code) Tel. No.</b> </div> <div style="width: 30%;"> <b>17. Email Address</b> </div> </div>				

## **INSTRUCTIONS - DBE Participation Commitment(s) Form**

### **Consultant Section**

*The Consultant shall:*

1. **RFP No.-** Enter the RFP Number.
2. **Project Name/Description** - Enter the name and/or description of the project.
3. **Prime Proposer Name** - Enter the consultant's firm name.
4. **Contract DBE Goal %** - Enter the contract DBE goal percentage.
5. **Proposed DBE Firm** - Enter name and address of the proposed DBE Firm.
6. **DBE Certification Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date proposals are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract).
7. **Description of Scope of Services/Work to be Provided** - Enter the scope of services/work that the proposed DBE Firm will be performing for this project and is eligible to perform the scope of services/work.
8. **Dollar Value (\$) and/or Percentage of Contract-** Enter the proposed dollar value and/or percentage of commitment each listed DBE firm.
9. **Percentage (%) of Work to be Performed by DBE Firm(s)** - Percent of participation listed in column 8 of work to be performed or services to be provided by DBE firms. This percentage should include work to be self-performed by the listed DBE as well as work that will be performed by lower-tier subconsultants to the listed DBE. DBE credit will only be credited for work performed by DBE firms, non-DBE subconsultants should not be reflected in the percentage (%).
10. **Total Value Claimed (\$)**-Enter the total dollar value of DBE credit claimed.
11. **Total DBE % Claimed towards Goal** - Enter the total participation claimed. If the Total % Claimed is less than item "4. Contract DBE Goal", a Good Faith Effort (GFE) is required.
12. **Preparer's Name (Print)** - Clearly enter the name of the authorized person signing the form for the consultant.
13. **Preparer's Signature** -The person completing this section of the form for the consultant's firm must sign their name.
14. **Preparer's Title** - Enter the position/title of the authorized person signing the form for the consultant.
15. **Date** - Enter the date the form is signed by the proposer.
16. **(Area Code) Tel. No.** - Enter the area code and telephone number of the authorized person signing the form for the consultant.
17. **Email Address-** Enter the email address of the authorized person signing the form for the consultant.

PLEASE NOTE: A firm is only eligible to count towards DBE participation in the NAICS codes contained within its California Unified Certification Program (CUCP) DBE Profile. Proposers are to verify that listed subconsultants contain DBE certification in the NAICS codes that they are being listed to perform.

## BIDDERS LIST

**Proposer:** \_\_\_\_\_

**RFP No.:** \_\_\_\_\_

The Department of Transportation requires the AUTHORITY to create and maintain a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Proposer is to complete all requested information for every firm who submitted a bid, proposal or quote, including the primary Proposer, and submit this information at the time of proposal submission, or as otherwise specified in the solicitation. The AUTHORITY will utilize this information to assist in the AUTHORITY's overall DBE goal-setting process.

Prime Proposer's Information:	
Name of Prime's Firm:	Phone: (     )
Firm Address:	Fax: (     )
	E-mail:
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? Yes <input type="checkbox"/> No <input type="checkbox"/>	Check the box below for your firm's annual gross receipts last year:
DBE Certification Eligibility (place an "X"):  __ African American    __ Asian Pacific American  __ Native American    __ Woman  __ Hispanic American    __ Subcontinent Asian American  __ Other	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million
Provide the following information for every firm (DBE and non-DBE) that submitted proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:	
Firm Name:	Phone: (     )
Firm Address:	Fax: (     )
	E-mail:
	Type of work/services/materials provided:
Number of years in business:	

**RFP 8-1874  
EXHIBIT F-2**

Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? Yes <input type="checkbox"/> No <input type="checkbox"/>	Check the box below for your firm's annual gross receipts last year:
DBE Certification Eligibility (place an "X"):  __ African American    __ Asian Pacific American __ Native American    __ Woman __ Hispanic American    __ Subcontinent Asian American __ Other	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

Firm Name:	Phone: (     )
Firm Address:	Fax: (     )
	E-mail:
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? Yes <input type="checkbox"/> No <input type="checkbox"/>	Check the box below for your firm's annual gross receipts last year:
DBE Certification Eligibility (place an "X"):  __ African American    __ Asian Pacific American __ Native American    __ Woman __ Hispanic American    __ Subcontinent Asian American __ Other	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

If necessary, this "Bidders List" form can be duplicated to include all firms (DBE and non-DBE) that have submitted a bid, proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract.

**Failure of the Proposer to submit the required "Bidders List" form may deem the Proposer non-responsive.**





- B. Solicitation Effort Documentation; the names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used to following up initial solicitations to determine with certainty whether the DBEs were interested (please attach all copies of solicitation, telephone records, fax confirmations, etc.), amount of DBEs to repond, the DBE firms were provided information about the contract (location of project, contract number, bid date, items of work made available and contact information) in the Invitation to bid from the Bidder, the Bidder solicited through all reasonable means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract, Bidder to provide proof of aforementioned items, and DBE's in the market area for the work identified in 'Item A' as follows:

Names of DBEs Solicited Methods and Dates	Date of Initial Solicitation	Follow Up

- C. Rejected DBE Bid Documentation; the names, addresses, phone numbers, and amount of rejected DBE firms, the reasons for the Bidder's rejection of the DBE firms, the firms selected and accepted for that work (please attach all copies of quotes from the firms involved) and the price difference for each DBE if the selected firms is not a DBE, include an explanation of quote(s) rejected.

Names, addresses and phone numbers of rejected DBEs and the reasons for the Bidder's rejection of the DBEs as follows:


Names, addresses and phone numbers of firms selected for the work


- D. Publication Efforts Made to Advertise the Projects to Solicit DBE Participation; names and dates of each publication in which a request for DBE participation for this project was placed by the Bidder (please attach copies of advertisements or proof of publications). (Please note: If IFB due date is extended, Bidder is to re-advertise new bid due date.)

Publications	Dates of Advertisement

- E. Agencies, Organizations, or Groups contacted to provide assistance in Contracting, Recruiting, and Using DBEs; the names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received), as follows:


- F. Efforts to Provide Information About the Plans, Specifications, and Contract Requirements; efforts made to assist interested DBEs in obtaining necessary materials, or related assistance or services, Bidder to provide evidence of effort.


- G. Assistance with Lines of Credit, Insurance, and/or other Services; efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs, Bidder to provide a list of any assistance provided to prospective and bided DBEs:


- H. Additional Data to Support a Demonstration of Good Faith Efforts; (for additional data please use additional sheets as necessary):


**NOTE:** USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

**EXHIBIT G: RESTRICTIONS ON LOBBYING**

**CERTIFICATION**  
**LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN**  
**FEDERAL TRANSACTIONS**

A. DEFINITIONS

1. Authority, as used in this clause, means the Orange County Transportation Authority, acting on behalf of the Orange County Transit District.
2. Covered Federal action, as used in this clause, means any of the following Federal actions:
  - a. The awarding of any Federal contract.
  - b. The making of any Federal grant.
  - c. The making of any Federal loan.
  - d. The entering into of any cooperative agreement.
  - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 450b of the Indian self-determination and Education Assistance Act (25 U.S.C. 450) and include Alaskan Natives.
4. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
5. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or other were recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
6. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
  - a. An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.
  - b. A member of the uniformed services, as defined in the subsection

101(3), Title 37, United States Code.

- c. A special Government employee, as defined in Section 202, Title 18, United States Code.
  - d. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix section 3.
- 7. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
  - 8. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
  - 9. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
  - 10. Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
  - 11. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
  - 12. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

**B. PROHIBITIONS**

1. Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or, the modification of any Federal contract, grant, loan, or cooperative agreement.
2. The Act also requires consultant to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.
3. The prohibitions of the Act do not apply under the following conditions:
  - a. Agency and legislative liaison by own employees.
    - (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
    - (2) For purposes of paragraph C.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
    - (3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:

Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.

Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.
    - (4) The following agency and legislative liaison activities are

permitted where they are prior to formal solicitation of any covered Federal action:

Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

- (5) Only those services expressly authorized by paragraph C.3.a.(1) of this clause are permitted under this clause.

b. Professional and technical services

- (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of:

A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.

Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include contractors and trade associations.

- (2) For purposes of paragraph C.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or



proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

- (3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (4) Only those services expressly authorized by paragraph C.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

- (1) The consultant who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.
- (2) The consultant shall file a disclosure form at the end of each

calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

- (3) The consultant shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime consultant. The prime consultant shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding consultant.

d. Agreement

The consultant agrees not to make any payment prohibited by this clause.

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (2) Consultants may relay without liability on the representation made by their subcontractors in the certification and disclosure forms.

f. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.

**CERTIFICATION OF  
RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify on behalf (name of offeror) of  
\_\_\_\_\_ that:  
(Firm name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. 3801, et seq. apply to this certification and disclosure, if any.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by  
OMB  
003480045

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes  For Material Change Only: year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known: _____	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI)	<b>b. Individuals Performing Services (including address if different from No 10a)</b> (last name, first name, MI):	
(attach Continuation Sheet(s) SF - LLL - A if necessary)		
<b>11. Amount of Payment (check all that apply):</b>  \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other specify: _____	
<b>12. Forum of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify      nature: _____ value: _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11:</b>   (attach Continuation Sheet(s) SF-LLL-A if necessary)		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>16. Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.</b>	Signature: _____ Print name: _____ Title: _____ Telephone No: _____      Date: _____	

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Standard Form - LLL

Approved by  
OMB  
003480045

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES**

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a.). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.
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**DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET**

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

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**EXHIBIT H: BUY AMERICA**



**BIDDER'S CERTIFICATE**  
**REGARDING**  
**"BUY AMERICA" REQUIREMENTS**  
**FOR**  
**STEEL, IRON, OR MANUFACTURED PRODUCTS**

In order to demonstrate compliance with the Buy America Requirements, if the bid is for a contract greater than one hundred and fifty thousand dollars (\$150,000), Bidder shall complete only one of the two statements below:

The \_\_\_\_\_

Firm name/principal

hereby certifies that it **will comply** with the requirements of 49 U.S.C. Section 5323(j), and the applicable regulations in 49 CFR Part 661.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Or:**

The \_\_\_\_\_

Firm name/principal

hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. Section 5323(j), but may qualify for an exception to the requirement pursuant to 49 U.S.C. Section 5323(j)(2), as amended, and the applicable regulations in 49 CFR Part 661.7.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Revised: 05/23/2018

**EXHIBIT I: CERTIFICATION OF CONSULTANT COMMISSION AND FEES**

**CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES**

I HEREBY CERTIFY that I am the \_\_\_\_\_, and duly authorized representative of the firm of \_\_\_\_\_, whose address is \_\_\_\_\_, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

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

**PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

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

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

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

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

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

**EXHIBIT K: PERFORMANCE BOND**

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

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

The condition of the foregoing obligation is such that,

**WHEREAS**, said Contractor has been awarded and is about to enter into the annexed Agreement with the Orange County Transportation Authority for the **RFP 8-1874, "Video Surveillance System Installation at Anaheim, Irvine Construction Circle, Irvine Sand Canyon Bus Bases and Orange Administration Building"** as specified in said Agreement, which is incorporated herein to this bond by reference, and is required under the terms of said Agreement to give this bond in connection with the execution thereof;

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

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

**WITNESS** our hands this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

(SEAL)

\_\_\_\_\_  
 (Contractor)

By \_\_\_\_\_

Approved:

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (SEAL)

\_\_\_\_\_  
 (Surety)

By \_\_\_\_\_

**EXHIBIT L: PAYMENT BOND**



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

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

The Condition of the foregoing obligation is such that,

**WHEREAS**, said Contractor has been awarded and is about to enter into the annexed Agreement with the ORANGE COUNTY TRANSPORTATION AUTHORITY for the **RFP 8-1874, "Video Surveillance System Installation at Anaheim, Irvine Construction Circle, Irvine Sand Canyon Bus Bases and Orange Administration Building"** as specified in said Agreement, which is incorporated herein to this bond by reference, and is required under the terms of said Agreement to give this bond in connection with the execution thereof;

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

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

**PAYMENT BOND, PAGE 2**

**WITNESS** our hands this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

(SEAL)

\_\_\_\_\_  
(Contractor)

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

Approved:

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(SEAL)

By \_\_\_\_\_

**EXHIBIT M: GUARANTY**

### **GUARANTY**

The undersigned, as "Contractor," guarantees to the Orange County Transportation Authority that the materials furnished and the completed installation work, and the related work performed by the Contractor pursuant to Agreement No. **C-8-1874 Video Surveillance System Installation at Anaheim, Irvine Construction Circle, Irvine Sand Canyon Bus Bases and Orange Administration Building**".

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

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

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

**GUARANTY, PAGE 2**

Subscribed and sworn to before me	_____
	Name
this ____ day of _____, 201__	_____
	Title
Seal of Notary	_____
	Signature
_____	_____
Notary Public	Date

**EXHIBIT N: SAFETY SPECIFICATIONS**

**LEVEL 2 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS FOR  
RFP 8-1874**

**PART I – GENERAL**

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

- A. The contractor shall submit copies of the items listed below for contract scope work on Authority projects and property. Copies shall be provided for acceptance prior to contractor's mobilization onto Authority projects and property. Contractor shall provide compliant written Health, Safety & Environmental (HSE) submittals within 30 days of the contract notice to proceed.
- B. All Health, Safety and Environmental (HSE) submittals shall comply with the California Code of Regulations (CCR) Title 8 regulatory standards, and any applicable Authority requirements.
- C. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC), requirements of this safety specification, project site requirements, and bus yard safety rules as well as all federal, state, and local regulations pertaining to scope of work or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- D. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- E. 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.
- F. 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.
- G. The Contractor shall instruct all its employees, and all associated subcontractors 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.

#### **H. INJURY AND ILLNESS PREVENTION PLAN**

1. The Contractor shall submit to the Authority, a copy of their company Injury and Illness Prevention Plan (IIPP) in accordance with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its subcontractors, suppliers, and vendors.
2. The contractor shall provide a copy of their company policy/program that meets compliance with the 1988 Drug Free Workplace Act, or the Department of Transportation (DOT), or the Federal Transportation Administration (FTA) requirements in accordance with applicable requirements and the Authority procurement funding guidelines.
3. The contractor shall provide a copy of their company safety procedures manual (i.e., policies/procedures, standard operating procedures).
4. Copy of NFPA 70-E training certificate for electrical activities and LOTO Procedure (as applicable).
5. The contractor shall provide 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.

#### **I. HEAT ILLNESS PREVENTION PROGRAM**

1. Contractor shall provide a copy of their Company Heat Illness Prevention Program in accordance with CCR Title 8 Standards, Section 3395, Heat Illness Prevention.

#### **J. HAZARD COMMUNICATION PROGRAM**

1. The contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager a listing of anticipated scope related substances and copies of safety data sheets (SDS) for all chemicals including paint, solvents, detergents and similar scope related substances, these substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

#### **K. SITE SPECIFIC HSE WORK PLAN**

1. A Detailed Site Specific HSE Implementation Plan: This plan shall be prepared and submitted by a recognized HSE professional (i.e., current Board of Certified Safety Professionals (BCSP) Certification in good



standing, or a Certified Industrial Hygienist (CIH) with current standing from the American Board of Industrial Hygiene (ABIH) that is experienced in developing compliant written HSE programs, that are acceptable to the Authority.

2. 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 the Authority (i.e., Activity Hazard Analysis (AHA), Job Hazard Analysis (JHA) etc.). Specify safety measures in accordance with applicable Cal/OSHA standards, SCAQMD rules, NFPA, NEC, ANSI codes and applicable regulations, company policies, standard operating procedures, any required HSE training requirements, and include known and potential hazards of the Contractor's scope.
3. Identify staffing roles and responsibilities in a project organization chart, emergency procedures,

#### **L. DESIGNATED HSE REPRESENTATIVE**

1. 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 (Cal/OSHA), and has the authority to affect changes in work procedures that may have associated schedule and budget impacts.
2. The Contractor shall provide the Authority's Project Manager a resume outlining the qualifications, and experience of Contractor's On-Site HSE Representative assigned to the project. The Contractor's HSE Representative is subject to acceptance by the Authority Project Manager and the HSEC Department Manager. Necessary contact information of the On-Site HSE Representative (name, office phone, and cell phone number) shall be provided to the Authority Project Manager.
3. 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 have a certification from the BCSP (Safety Trained Supervisor (STS), or Safety Trained Supervisor in Construction (STSC), or a recognized university degree in occupational health and safety from an accredited university, plus the HSE Representative shall have five (5) years of demonstrated experience enforcing HSE compliance on construction, general industry or similar project scopes. The Authority reserves the right to allow for an exception of these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and the HSEC Department Manager.

4. 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.
5. 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.

#### **M. ORIENTATION**

1. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 reflective vests, designated smoking, eating, and parking areas, bus base traffic speed limit and routing, Authority bus base 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 HSE requirements.
2. Copies of orientation course description, instructor, date and attendance sheet documents shall be provided to the Authority Project Manager initially prior to commencement of work on the project and as new personnel rotate to and from the project and thereafter within 72 hours upon request.

#### **N. TRAFFIC & PARKING**

1. 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.

#### **O. GENERAL PROVISIONS**

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

3. The Authority HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
4. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.
5. The Contractor shall instruct all its employees, and all associated subcontractors under contract with the Contractor who work on Authority property in the recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.
6. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, and each Contractor is encouraged to exceed minimum requirements. When the Contractor safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of the public and workers.

## 1.2 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.

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

### 1.3 PERSONAL PROTECTIVE EQUIPMENT

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

### 1.4 LANGUAGE REQUIREMENTS

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

#### **1.5 WARNING SIGNS AND DEVICES**

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

#### **1.6 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.

#### **1.7 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.

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.

#### **1.8 ELECTRICAL OPERATIONS**

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.

#### **1.9 REFERENCES**

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. United States Army Corps of Engineers (USACE) Construction Quality Management Manuel (i.e., EM-385-1-1)
- F. Authority Yard Safety Rules

END OF SECTION

**EXHIBIT O: SAFETY RULES**

**Dear Employee or Visitor:**

**OCTA is serious about your safety!**

**Inside the bus operations yard, pedestrians share space with buses, service and delivery trucks, cars, and heavy equipment. It is critical that you, every vehicle operator, and every pedestrian remain aware of each other and the constant possibility for conflict. A vehicle-pedestrian collision in the yard can be fatal. You can help prevent any such mishap.**

**When you follow these rules, you reduce much of the risk involved when working in the yard. Remember, these rules are minimum standards, and you are always required to do everything reasonable to avoid accidents!**



## OCTA Employees

Visit the Project Safe Yard Intranet Site

[http://octatoday/  
hse/yard\\_safety\\_front\\_page.aspx](http://octatoday/hse/yard_safety_front_page.aspx)

Visit the Motor Vehicle & Traffic Safety  
Intranet Site

[http://octatoday/  
hse/motorvehicleandtrafficsafety.aspx](http://octatoday/hse/motorvehicleandtrafficsafety.aspx)

Project "Safe Yard" training is mandatory upon hire at OCTA and every three years thereafter for:

- Maintenance Personnel
- Service Workers
- Facilities Maintenance Personnel
- CAMM Parts Personnel



## Visitors

For additional information, please contact OCTA's Health, Safety, & Environmental Compliance Department at 714-560-5819

# OCTA SAFETY RULES

***For motor vehicle operators and pedestrians visiting or working in an OCTA bus operations yard.***

**To Report an Emergency  
DIAL 9-1-1**

**HSEC**  
health, safety, and environmental compliance



**Orange County Transportation Authority**



# 10 STANDARD YARD SAFETY RULES

## #1 Vehicle operators must not exceed 10 MPH.

When you maintain 10 MPH in the yard, it gives you and others more time to react should something go wrong. If a collision does occur, this low speed could help minimize damage and injury.

*Never forget – hitting a pedestrian, even at a slow speed, can be fatal.*

## #2 Vehicle operators must yield the right-of-way to pedestrians.

Always give pedestrians extra space! Make eye contact and acknowledge their presence.

## #3 Everyone must follow the designated directional traffic flow of the yard, and must comply with posted signs and traffic control devices.

Never take a shortcut or travel in the wrong direction. Everyone is counting on you to follow the established traffic pattern and comply with the signs.

## #4 Vehicle operators must look in the direction of, and keep a clear view of their path of travel.

Watch where you are going, making sure it remains safe and clear. Sounds simple, but distractions can challenge your ability to do even the simple things.

## #5 Bus operators must activate 4-way flashers and sound the horn three (3) times before backing.

Flash, honk, check mirrors, and back slowly. Keep a LOOK-OUT for pedestrians and other traffic!

Operators of all large vehicles are encouraged to follow these same procedures.

## #6 Everyone must avoid distractions such as cell phones, two-way radios, or other such activities while driving or walking in the yard.

Vehicle Operators are prohibited from using cell phones, text messaging, and similar devices. Pedestrians should also avoid their use when walking in the yard.

## #7 Pedestrians must wear an approved safety vest.

A safety vest can save your life. Wear it! If you see someone without one, help them. If you are a visitor and do not have a vest, ask to borrow one when you check-in.

## #8 Pedestrians must be aware that drivers cannot see them when they are in a vehicle's "blind spot." Pedestrians must avoid these blind spots whenever possible.

If you are on foot in the yard, it is your job to stay alert and stay out of areas that cannot easily be seen by others.

## #9 Pedestrians must make sure that their movements are predictable and must use designated walking areas when available.

Don't surprise others. Be alert and clearly communicate your intentions when moving about the yard.

## #10 Vehicle operators must yield at designated walkways and look for pedestrians before proceeding.

Expect to encounter pedestrians anywhere in the yard. But, be extra careful when near established walkways.

### Other things to WATCH-OUT for in the yard...

- Operations during dawn, dusk, and hours of darkness.
- Operations during "fatigue hours", midnight to 6 am.
- Periods of high traffic and pedestrian volume.
- When you do not have eye contact with a nearby vehicle operator.
- Your loose sight of a pedestrian that is near your vehicle.
- Blind spots.