

DRAFT REQUEST FOR PROPOSALS (RFP) 250435

**PUBLIC OUTREACH SERVICES FOR
THE STATE ROUTE 55 IMPROVEMENT
PROJECT BETWEEN INTERSTATE 5
AND STATE ROUTE 91**



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

Key RFP Dates

Issue Date: Monday, July 27, 2026

Question Submittal Date: Wednesday, August 5, 2026

Proposal Submittal Date: August 18, 2026

SECTION I. INSTRUCTIONS TO OFFERORS

A. NOTICE OF REQUEST FOR PROPOSALS



NOTICE OF REQUEST FOR PROPOSALS

(RFP) 250435: "Public Outreach Services for the State Route 55 Improvement Project between Interstate 5 and State Route 91"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide State Route 55 Improvement Project Between Interstate 5 and State Route 91 public outreach support. The budget for this project is \$2,359,750 for a five (5)-year initial term.

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

Proposals submitted in response to "RFP 250435" must be provided, electronically, through the [Authority's OpenGov Procurement portal](https://procurement.opengov.com/portal/octa/projects/278814), at <https://procurement.opengov.com/portal/octa/projects/278814> before the deadline of 2:00 pm on Tuesday, August 18, 2026. Authority will not accept hard copy proposals for this RFP.

Offerors must follow the instructions in the "Submission of Proposals" section of the RFP. The ability to complete and submit a response will expire at the submittal deadline.

Offerors are required to contact the Contract Administrator prior to the submission deadline should Offerors encounter technical issues responding to this RFP.

To receive all further information regarding this RFP, firms and subconsultants must be registered on OpenGov Procurement and following this RFP on the [Authority's public OpenGov Procurement portal](https://procurement.opengov.com/portal/octa/projects/278814).

A pre-proposal conference will be held both on-site/in-person and via teleconference on Tuesday, August 4, 2026, at 11:00 am.

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

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

- Copy and Paste this link to join the meeting online:
<https://teams.microsoft.com/meet/234149919983652?p=XoDqxBoJAYToVeqIaJ>
- OR Call-in Number: +1 916-550-9867
- Conference ID: 31143174#

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

The Authority has established September 9, 2026, as the date(s) to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

B. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held both on-site/in-person and via teleconference on Tuesday, August 4, 2026, at 11:00 am.

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

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

- Copy and Paste this link to join meeting online:
 - <https://teams.microsoft.com/meet/234149919983652?p=XoDqxBoJAYToVeqIaJ>
- OR Call-in Number: +1 916-550-9867
- Conference ID: 31143174#

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

C. EXAMINATION OF PROPOSAL DOCUMENTS

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

D. ADDENDA

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

E. AUTHORITY CONTACT

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

Michael Cardozo
Contract Administrator
(714) 560-5627
mcardozo@octa.net

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

F. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall submit such request for clarification or inquiry through the "Question and Answer" section of this RFP on the Authority's OpenGov Procurement portal prior to 2:00 pm on Wednesday, August 5, 2026. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be issued to this RFP on the Authority's OpenGov Procurement portal.

2. Submitting Requests

All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via the Authority's OpenGov Procurement portal before 2:00 pm, on Wednesday, August 5, 2026.

3. Authority Responses

Responses from the Authority will be posted as a formal addendum on the OpenGov Procurement portal at <https://procurement.opengov.com/portal/octa/projects/278814>.

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

G. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received electronically through the Authority's OpenGov Procurement portal before 2:00 pm on Tuesday, August 18, 2026.

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

2. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.

- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

H. PRE-CONTRACTUAL EXPENSES

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

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

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

I. JOINT OFFERS

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

J. TAXES

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

K. PROTEST PROCEDURES

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

L. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be with fully burdened labor rates and anticipated expenses for work specified in the scope of work, included in the RFP as Exhibit A. The Agreement will have a five (5)-year initial term with one three (3)-year option term.

M. CONFLICT OF INTEREST

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

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

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

N. CODE OF CONDUCT

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

O. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

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

If a Proposal does include "confidential" or "proprietary" markings and the Authority receives a request pursuant to the Act, the Authority will endeavor (but cannot guarantee) to notify the Offeror of such a request. In order to protect any information submitted within a Proposal, the Offeror must pursue, at its sole cost and expense, any and all appropriate legal action necessary to

maintain the confidentiality of such information. The Authority generally does not consider pricing information, subcontractor lists, or key personnel, including resumes, as being exempt from disclosure under the Act. In no event shall the Authority or any of its officers, directors, employees, agents, representatives, or consultants be liable to an Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify an Offeror of a request seeking its Proposal. The Authority reserves the right to make an independent decision to disclose records and material.

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

P. STATEMENT OF ECONOMIC INTERESTS

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

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

Proposers shall comply with all OpenGov submission instructions. The submission response will be a combination of text responses entered directly into designated fields and uploaded attachments, as required. All required OpenGov fields must be completed. Supporting documents may be uploaded as PDFs; however, submitting a single comprehensive proposal PDF instead of completing the required fields is not allowed. Proposers shall not upload information that has already been provided in a previous section.

For uploaded PDF documents only:

PDF documents, including charts and schedules, must be prepared legibly, providing a straightforward, concise description of Offeror's capabilities to satisfy the requirements. Formatting guidelines (8½" x 11", 12-point font, double spaced, etc.) apply to all uploaded documents. Proposals should not include any unnecessarily elaborate or promotional materials.

1. Letter of Transmittal*

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

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

*Response required

2. Qualifications, Related Experience and References to Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to provide:

Profile of Firm*

Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.

*Response required

Firm's Financial Condition*

Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.

*Response required

Firm's Experience*

Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.

*Response required

Firm's Experience*

Demonstrate an understanding of Orange County transportation issues, as well as the issues, audiences, and technical processes associated with freeway, interchange and bridge construction.

*Response required

Firm's Experience*

Demonstrate experience with crisis communications, implementation of temporary construction easements, coordinating temporary lodging, supporting or facilitating a claims process, and managing multilingual helplines.

*Response required

Subcontractors*

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

*Response required

Lobbying or Advocating Services on Behalf of Offeror*

Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.

*Response required

References*

Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

*Response required

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

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

3. Proposed Staffing and Project Organization

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

Offeror to:

Identify Key Personnel*

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

*Response required

Resumes of Key Personnel*

Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.

*Response required

Adequacy of Labor Resources*

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

*Response required

Project Organization Chart*

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

*Response required

Key Personnel Availability*

Provide a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

*Response required

4. Work Plan

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

Offeror to:

Approach*

Describe the approach to completing the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.

*Response required

Project Budget Spreadsheet*

Provide a project budget spreadsheet that at a minimum, identifies the following information: a) the activities that would be undertaken in completing the work; b) specify who would perform them; c) the number of hours anticipated for each member of the project staff; d) other direct costs; and e) the total proposed project cost. Note: Specific individual hourly rates for proposed project team shall not be included in this spreadsheet.

*Response required

Quality Control Methods*

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

*Response required

Special Issues or Problems*

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

*Response required

Enhancements or Procedural/Technical Innovations to Scope of Work*

Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

Do you have any such enhancements or innovations to propose?

☐ Yes

☐ No

*Response required

When equals "Yes"

Enhancements or Innovations*

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

*Response required

Samples*

Offeror shall include samples of past collateral materials as a part of the proposal.

*Response required

5. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (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.

Exceptions or Deviations*

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

☐ Yes

☐ No

*Response required

When equals "Yes"

Exceptions or Deviations - Yes*

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for

requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

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

*Response required

6. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services described in the Scope of Work for this RFP.

Price Summary Sheet*

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a time and expense-price contract specifying fully burdened labor rates and anticipated expenses to complete the Scope of Work. No information regarding individual hourly rates shall be mentioned anywhere in the proposal content.

*Response required

7. Forms

Campaign Contribution Disclosure Form*

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

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

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

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

Offeror is required to report any campaign contributions made by the prime contractor, subconsultants, lobbyists and agents after the proposal submittal date, and up to the anticipated Board of Directors selection on October 12, 2026. The offeror shall use the campaign contribution form for any additional reporting. The forms must be submitted at least 15 calendar days prior to the Board Committee date on October 5, 2026 and sent via e-mail to the Contract Administrator.

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

*Response required

Status of Past and Present Contracts Form*

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

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit the completed form(s) as part of its proposal.

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

*Response required

8. Submittal**Appendices***

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

*Response required

Submittal Confirmation*

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

☐ Please confirm

*Response required

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Qualifications of the Firm Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.	0-5 Points	20 <i>(20% of Total)</i>
2.	Staffing and Project Organization Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.	0-5 Points	25 <i>(25% of Total)</i>
3.	Work Plan Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.	0-5 Points	30 <i>(30% of Total)</i>
4.	Cost and Price Reasonableness of the rates; competitiveness with other offers received; adequacy of data in support of figures quoted.	0-5 Points	25 <i>(25% of Total)</i>

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established September 9, 2026, as the date(s) to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

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

C. AWARD

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

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

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

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via the Authority's OpenGov Procurement portal. Such notification shall be made within three (3) business days of the date the contract is awarded.

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

the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

SCOPE OF WORK

Public Outreach Services for the State Route 55 Improvement Project between Interstate 5 and State Route 91

BACKGROUND

The Orange County Transportation Authority (OCTA), in partnership with the California Department of Transportation (Caltrans), is implementing the State Route 55 (SR-55) Improvement Project between Interstate 5 (I-5) and State Route 91 (Project). The Project is Project F in the Measure M2 (M2) freeway program and is being advanced through the updated Next 10 Delivery Plan adopted by the OCTA Board of Directors (Board) in December 2025.

SR-55 is a major north-south corridor serving commuters, local traffic, and regional travelers throughout Orange County. The Project extends approximately 7.5 miles through the cities of Anaheim, Orange, Santa Ana, and Tustin. The \$202 million Project is funded through a combination of local and federal funds.

The Project will construct improvements in each direction between I-5 and State Route 22 (SR-22) and provide operational improvements to interchange ramps at Fourth Street/Irvine Boulevard, Katella Avenue, and Lincoln Avenue. An additional lane will be added to the northbound and southbound (SB) off-ramps at Fourth Street/Irvine Boulevard and to the SB SR-55 Katella Avenue off-ramps and on-ramps. The existing SB SR-55 Lincoln Avenue off-ramp will be relocated 1,300 feet to the south, adjacent to the existing SB SR-55 Lincoln Avenue hook on-ramp from Tustin Avenue.

Additionally, the Project provides standard curb ramps and sidewalks along the adjacent impacted arterials within the project improvement areas that improve active transportation options and provide continuity for pedestrians.

Construction is expected to begin in early 2027 and take approximately 3.5 years.

PURPOSE OF CONSULTANT SERVICES

OCTA seeks a qualified Public Outreach Consultant (Consultant) to develop and implement a comprehensive public communications and community outreach program to support the pre-construction and construction phases of the Project.

The Consultant shall assist OCTA in clearly communicating project benefits, construction activities, and anticipated impacts; supporting meaningful public engagement; and maintaining public awareness, trust, and confidence throughout construction. The Consultant shall provide strategic planning, stakeholder engagement, communications support, and performance reporting, as directed by OCTA.

SUMMARY OF REQUIRED SERVICES

The Consultant shall develop and implement an outreach program that supports project delivery by proactively informing stakeholders, addressing concerns, and maintaining consistent communication throughout construction.

Services shall include outreach planning, stakeholder coordination, development of communications materials, support for meetings and events, multilingual outreach, and ongoing performance tracking and reporting. The Consultant shall coordinate closely with OCTA, partner agencies, and the project team to ensure timely, accurate, and effective communication.

CONSULTANT TASKS

Project Management and Administration

The Consultant shall provide overall project management and coordination necessary to successfully implement the outreach program. The Consultant shall designate a Project Manager who will serve as the primary point of contact and be responsible for coordinating all work with OCTA.

The Consultant shall participate in coordination meetings, maintain schedules aligned with project milestones, and provide monthly progress reports and invoices documenting work performed, budget status, and upcoming activities. The Consultant shall maintain complete and organized project files and provide a comprehensive digital archive at the conclusion of the contract.

Outreach Planning and Strategy

The Consultant shall prepare a comprehensive Outreach Plan within thirty (30) days of contract execution. The plan shall be submitted in draft and final form for OCTA review and approval. Once approved, the Outreach Plan shall serve as the baseline for outreach activities and may be updated as needed throughout construction.

The Outreach Plan shall define target audiences, outreach objectives, communication strategies, and methods for addressing construction-related impacts. The plan shall include a schedule of outreach activities aligned with construction milestones, identify appropriate communication channels and incorporate language access and translation needs. The plan shall also include a task-level budget and schedule to guide implementation.

Community and Stakeholder Engagement

The Outreach Plan shall include a proactive stakeholder engagement program that builds on and maintains relationships with residents, businesses, agencies, and other affected stakeholders.

The Consultant shall maintain and regularly update a stakeholder database and conduct ongoing outreach to ensure stakeholders are informed of construction activities and impacts, as well as closures and detours. Engagement efforts shall include coordination of meetings, briefings, presentations, and community outreach activities, as directed by OCTA.

The Consultant shall conduct targeted outreach to underserved and hard-to-reach communities and ensure that engagement efforts are inclusive and accessible. All outreach activities and stakeholder input shall be documented and tracked to inform project communications and responsiveness.

Communications and Materials Development

The Outreach Plan shall include a comprehensive program to support construction outreach. This includes preparing clear, accurate, and timely messaging regarding construction activities, traffic impacts, and project benefits.

The Consultant shall develop and produce print and digital materials, including fact sheets, notices, presentations, and digital content such as website updates and social media communications. All materials shall be consistent with OCTA branding and submitted for review and approval prior to distribution.

The Consultant shall support multilingual communications as directed by OCTA and ensure materials are accessible to all audiences. Communications shall be coordinated with construction schedules to ensure timely dissemination of information.

Meetings, Events, and Construction Outreach

The Consultant shall support outreach activities related to construction milestones, public meetings, and special events.

This includes planning and coordinating outreach meetings, preparing materials and notices, supporting event logistics, and providing on-site outreach support, as needed. The Consultant shall ensure that outreach activities effectively communicate construction impacts and provide stakeholders with timely and relevant information.

The Consultant shall document meeting outcomes and provide summaries of stakeholder feedback and participation.

Performance Metrics, Evaluation, and Reporting

The Consultant shall monitor and evaluate the effectiveness of outreach activities and communication strategies throughout the project.

The Consultant shall track outreach metrics, including stakeholder engagement, meeting participation, digital analytics, and public feedback. The Consultant shall provide regular performance summaries and recommend adjustments to outreach strategies to improve effectiveness.

The Consultant shall prepare a final outreach summary report at the conclusion of the contract.

CONTRACT ADMINISTRATION

The Consultant shall comply with OCTA contract requirements for invoicing, reporting, and documentation. Monthly invoices shall include labor charges by individual and by task category, including for all subconsultants. Hours and costs shall be itemized by staff member and allocated to specific task categories consistent with the Scope of Work.

The invoice shall include a summary that displays labor hours and costs by both individual and task. Each invoice shall include month-to-date and contract-to-date summaries of labor, direct costs, and budget status by task. Each invoice shall be accompanied by a progress report summarizing work completed during the reporting period and identifying work planned for the next reporting period.

GOVERNMENT AND MEDIA RELATIONS

The Consultant shall support OCTA's Government Relations and Public Information Office, as directed by OCTA.

The Consultant may assist with preparation of background materials, messaging, and coordination of communications; however, all communications with elected officials and media shall be coordinated through and approved by OCTA. The Consultant shall not independently initiate or distribute communications on behalf of OCTA.

OTHER TASKS AS DIRECTED

Additional outreach needs may arise during construction. The Consultant shall provide support for unanticipated activities, including rapid response communications and issue resolution, as authorized by OCTA.

LIMITATION ON GOVERNMENTAL DECISIONS

The Consultant shall not authorize, direct, or commit OCTA to any course of action, enter into any agreement on behalf of OCTA, or otherwise act in a decision-making capacity. The Consultant may provide information and recommendations to OCTA; however, all such input shall be subject to review and approval by OCTA prior to any decision or public representation.

PRICE SUMMARY SHEET

REQUEST FOR PROPSALS (RFP) 250435

Pricing Instructions:

The Offeror must submit this Exhibit B, Price Summary Sheet. No information regarding hourly rates shall be mentioned anywhere in the proposal content.

The Offeror shall provide proposed price for the services described in the Scope of Work, Exhibit A. Hourly rates shall be fully-burdened rates to include all direct costs, indirect costs, tax, and profits. The Authority's intention is to award a time-and-expense price contract.

Pricing forms must be completed and properly filled out in order to be deemed responsive.

SCHEDULE I – HOURLY RATE SCHEDULE:

Enter below the proposed hourly rate(s) to perform the work described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, taxes and profits. The Authority's intention is to award a time-and-expense type contract.

**Initial Term, Effective through November 30, 2031:
Key Personnel**

Name	Job Function	Fully-Burdened Hourly Rate(s)				
		<u>Year 1</u> <u>(Initial Term)</u> Effective – 11/30/27	<u>Year 2</u> <u>(Initial Term)</u> 12/1/2027 – 11/30/2028	<u>Year 3</u> <u>(Initial Term)</u> 12/1/2028 – 11/30/2029	<u>Year 4</u> <u>(Initial Term)</u> 12/1/2029 – 11/30/2030	<u>Year 5</u> <u>(Initial Term)</u> 12/1/2030 – 11/30/2031
	Project Manager	\$	\$	\$	\$	\$
	Community Liaison	\$	\$	\$	\$	\$
	Account Coordinator	\$	\$	\$	\$	\$
	Graphic Designer	\$	\$	\$	\$	\$

**Option Term, December 1, 2031 through November 30, 2034:
Key Personnel**

Name	Job Function	Fully-Burdened Hourly Rate(s)		
		<u>Year 1</u> <u>(Option Term)</u> 12/1/2031 – 11/30/2032	<u>Year 2</u> <u>(Option Term)</u> 12/1/2032 – 11/30/2033	<u>Year 3</u> <u>(Option Term)</u> 12/1/2033 – 11/30/2034
	Project Manager	\$	\$	\$
	Community Liaison	\$	\$	\$
	Account Coordinator	\$	\$	\$
	Graphic Designer	\$	\$	\$

FOR COST ANALYSIS PURPOSES:

- Provide fully-burdened hourly rates for the above-designated job categories. The fully burdened hourly rates will be included in the resulting agreement should your proposal be selected for contract award.
- Each proposed hourly rate for the respective Job Function will be weighed according to the percentages specified in the "Evaluation Weight" column in the table below.

Job Function	Evaluation Weight for Hourly Rate(s)
<i>Project Manager</i>	4%
<i>Community Liaison</i>	47%
<i>Account Coordinator</i>	44%
<i>Graphic Designer</i>	5%

OTHER LABOR CHARGES:

Initial Term, Effective through November 30, 2031:

Labor Functions	Fully-Burdened Hourly Rate(s)				
	<u>Year 1</u> <u>(Initial Term)</u> Effective – 11/30/27	<u>Year 2</u> <u>(Initial Term)</u> 12/1/2027 – 11/30/2028	<u>Year 3</u> <u>(Initial Term)</u> 12/1/2028 – 11/30/2029	<u>Year 4</u> <u>(Initial Term)</u> 12/1/2029 – 11/30/2030	<u>Year 5</u> <u>(Initial Term)</u> 12/1/2030 – 11/30/2031
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

Option Term, December 1, 2031 through November 30, 2034:

Labor Functions	Fully-Burdened Hourly Rate(s)		
	<u>Year 1</u> <u>(Option Term)</u> 12/1/2031 – 11/30/2032	<u>Year 2</u> <u>(Option Term)</u> 12/1/2032 – 11/30/2033	<u>Year 3</u> <u>(Option Term)</u> 12/1/2033 – 11/30/2034
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

SCHEDULE II ---- OTHER DIRECT COSTS SCHEDULE

	Type of ODC	Quantity	Unit Rate	Budget Amount
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
<i>ODC identified in table above and additional required and authorized by the Authority but not included in this Agreement will be reimbursed either (a) "At Cost" OR (b) up to the applicable Current Rate listed in this Schedule II, whichever is less.</i> <i>Mileage for travel shall be reimbursed at the current IRS mileage rates.</i> <i>Supporting documentation must accompany invoice.</i>				

Please note the following:

- The Authority will not reimburse Consultant for hours charged to perform activities associated with the preparation and review of invoices submitted to the Authority.
- The Authority will not reimburse Consultant for local meals and travel time, unless previously approved, or any other expenses not included within this Exhibit B.

PROPOSED AGREEMENT NO. C250435
BETWEEN
ORANGE COUNTY TRANSPORTATION AUTHORITY
AND

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

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONSULTANT to provide State Route 55
Improvement Project Between Interstate 5 and State Route 91 Public Outreach Support; and

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

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

WHEREAS, CONSULTANT wishes to perform these services;

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

ARTICLE 1. COMPLETE AGREEMENT

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

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

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

11 **ARTICLE 2. AUTHORITY DESIGNEE**

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

14 **ARTICLE 3. SCOPE OF WORK**

- 15 A. CONSULTANT shall perform the work necessary to complete in a manner satisfactory to
16 AUTHORITY the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by
17 this reference, incorporated in and made a part of this Agreement. All services shall be
18 provided at the times and places designated by AUTHORITY.
- 19 B. CONSULTANT shall provide the personnel listed below to perform the above-specified
20 services, which persons are hereby designated as key personnel under this Agreement.

21 **Names / Functions**

- 22
- 23
- 24 C. No person named in paragraph B of this Article, or his/her successor approved by
25 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon
26

1 function or level of commitment hereunder be changed, without the prior written consent
2 of AUTHORITY.

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

10 **ARTICLE 4. TERM OF AGREEMENT**

11 A. This Agreement shall commence upon the effective date of this Agreement, and shall continue
12 in full force and effect through _____, (Initial Term) unless earlier terminated or extended as provided
13 in this Agreement.

14 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement an
15 additional thirty-six (36) months, commencing December 1, 2031, and continuing through November
16 30, 2034 (Option Term), and thereupon require CONSULTANT to continue to provide services, and
17 otherwise perform, in accordance with Exhibit A, entitled "Scope of Work," and at the rates set forth
18 in Article 5, "Payment."

19 C. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish its
20 right to terminate the Agreement for AUTHORITY's convenience or CONSULTANT's default as
21 provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period
22 extending through November 30, 2034, which period encompasses the Initial Term and Option Term

23 **ARTICLE 5. PAYMENT**

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

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

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

- 22 1. Agreement No. C250435;
- 23 2. Specify the effort for which the payment is being requested;
- 24 3. The time period covered by the invoice;
- 25 4. Labor (staff name, hours charged, hourly billing rate, current charges, and cumulative
26 charges) performed during the billing period;

- 1 5. Total monthly invoice (including project-to-date cumulative invoice amount);
- 2 6. Itemized expenses including support documentation incurred during the billing period;
- 3 7. Monthly Progress Report;
- 4 8. Certification signed by the CONSULTANT or his/her designated alternate that a) The
5 invoice is a true, complete and correct statement of reimbursable costs and progress; b)
6 The backup information included with the invoice is true, complete and correct in all
7 material respects; c) All payments due and owing to subconsultants and suppliers have
8 been made; d) Timely payments will be made to subconsultants and suppliers from the
9 proceeds of the payments covered by the certification and; e) The invoice does not include
10 any amount which CONSULTANT intends to withhold or retain from a subconsultant or
11 supplier unless so identified on the invoice.
- 12 9. Any other information as agreed or requested by AUTHORITY to substantiate the validity
13 of an invoice.

14 **ARTICLE 6. MAXIMUM OBLIGATION**

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

20 **ARTICLE 7. NOTICES**

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

25 /

26 /

To CONSULTANT:

To AUTHORITY:

Vendor Street/Mailing Address

Orange County Transportation Authority

550 South Main Street

Address Line 2

P.O. Box 14184

City, State ZIP

Orange, CA 92863-1584

ATTENTION:

ATTENTION:

Name

Name: Michael Cardozo

Title:

Title: Senior Contract Administrator

Phone:

Phone: (714) 560 - 5627

Email:

Email: mcardozo@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

- A. CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of AUTHORITY. CONSULTANT shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
- B. Should CONSULTANT's personnel or a state or federal agency allege claims against AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or allegations involving any other independent contractor misclassification issues, CONSULTANT shall defend and indemnify AUTHORITY in relation to any allegations made.

ARTICLE 9. INSURANCE

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- A. CONSULTANT shall procure and maintain insurance coverage in full force and effect during the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONSULTANT shall provide the following insurance coverage:
1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, Advertising (if applicable to Scope of Work) and Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 Products/Completed Operations aggregate;
 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000 for 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 and employees; and
 4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy limit-disease, and \$1,000,000 policy limit employee-disease.
 5. Professional Liability with minimum limits of \$2,000,000.
- B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy blanket additional insured endorsement, designating the AUTHORITY, its officers, directors and employees as additional insureds on general liability and automobile liability, as required by Agreement. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of the Agreement and prior to commencement of any work. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies or review all related insurance policies, in response to a related loss.
- C. CONSULTANT shall also include in each subcontract, the stipulation that subconsultants shall maintain insurance coverage in the amounts required of CONSULTANT as provided in the

1 Agreement. Subconsultants will be required to include AUTHORITY as additional insureds on
2 the Commercial General Liability, and Auto Liability insurance policies.

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

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

9 F. CONSULTANT shall include on the face of the certificate of insurance, the following
10 information:

- 11 1. The Agreement Number C250435 and, the Senior Contract Administrator's Name, Michael
12 Cardozo
- 13 2. For Certificate Holder: The Orange County Transportation Authority, its officers, directors,
14 employers and agents, c/o InsureTrack, P.O. Box 60840 Las Vegas, NV 89160.

15 **ARTICLE 10. ORDER OF PRECEDENCE**

16 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1)
17 the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 250435; (3)
18 CONSULTANT's proposal dated ____; (4) all other documents, if any, cited herein or incorporated by
19 reference.

20 **ARTICLE 11. CHANGES**

21 A. By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
22 make changes in the general scope of this Agreement, including, but not limited to, the services
23 furnished to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such
24 work suspension or change causes an increase or decrease in the price of this Agreement or
25 in the time required for its performance, CONSULTANT shall promptly notify AUTHORITY
26 thereof and assert its claim for adjustment within ten (10) calendar days after the change or

1 work suspension is ordered, and an equitable adjustment shall be negotiated. However,
2 nothing in this clause shall excuse CONSULTANT from proceeding immediately with the
3 Agreement as changed.

- 4 B. CONSULTANT shall only commence work covered by an amendment after the amendment is
5 executed by AUTHORITY.

6 **ARTICLE 12. DISPUTES**

- 7 A. Except as otherwise provided in this Agreement, when a dispute arises between
8 CONSULTANT and AUTHORITY, the project managers shall meet to resolve the issue. If
9 project managers do not reach a resolution, the dispute will be decided by AUTHORITY's
10 Director of Contracts Administration and Materials Management (CAMP), who shall reduce
11 the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The
12 decision of the Director, CAMP, shall be the final and conclusive administrative decision.
- 13 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with the
14 performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
15 CAMP. Nothing in this Agreement, however, shall be construed as making final the decision
16 of any AUTHORITY official or representative on a question of law, which questions shall be
17 settled in accordance with the laws of the State of California.

18 **ARTICLE 13. TERMINATION**

- 19 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part,
20 by giving CONSULTANT written notice thereof. Upon said notice, AUTHORITY shall pay
21 CONSULTANT its allowable costs incurred to date of termination and those allowable costs
22 determined by AUTHORITY to be reasonably necessary to effect such
23 termination. Thereafter, CONSULTANT shall have no further claims against AUTHORITY
24 under this Agreement.
- 25 B. In the event either Party defaults in the performance of any of their obligations under this
26 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall

1 have the option to terminate this Agreement upon thirty (30) days' prior written notice to the
2 other Party. Upon receipt of such notice, CONSULTANT shall immediately cease work, unless
3 the notice from AUTHORITY provides otherwise. Upon receipt of the notice from
4 AUTHORITY, CONSULTANT shall submit an invoice for work and/or services performed prior
5 to the date of termination. AUTHORITY shall pay CONSULTANT for work and/or services
6 satisfactorily provided to the date of termination in compliance with this
7 Agreement. Thereafter, CONSULTANT shall have no further claims against AUTHORITY
8 under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages
9 for such termination.

10 **ARTICLE 14. INDEMNIFICATION**

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

17 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

- 18 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
19 CONSULTANT either voluntarily or by operation of law, nor may all or any part of this
20 Agreement be subcontracted by CONSULTANT, without the prior written consent
21 of AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve CONSULTANT of
22 its obligations to comply fully with all terms and conditions of this Agreement.
- 23 B. If CONSULTANT wishes to subcontract any of the work described in Exhibit B, AUTHORITY
24 must be given prior notification and must consent to CONSULTANT's subcontracting portions
25 of the Scope of Work to the requested subconsultant(s). If AUTHORITY approves of the
26 subconsultant, CONSULTANT shall include in the subcontract agreement the stipulation that

CONSULTANT, not AUTHORITY, is solely responsible for payment to the subconsultant for the amounts owing and that the subconsultant shall have no claim, and shall take no action, against AUTHORITY, its officers, directors, employees or sureties for nonpayment by CONSULTANT.

Subcontractor Name**Addresses****Function****ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

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

ARTICLE 17. CONFLICT OF INTEREST

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

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

ARTICLE 18. CODE OF CONDUCT

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

ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES

CONSULTANT and all subconsultants 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 consultant or subconsultant. Failure to refrain from such representation may result in termination of this Agreement.

ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY

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

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

3 **ARTICLE 22. PROHIBITED INTERESTS**

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

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

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

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

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

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

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

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

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

- 5 A. All of CONSULTANT's finished technical data, including but not limited to illustrations,
6 photographs, tapes, software, software design documents, including without limitation source
7 code, binary code, all media, technical documentation and user documentation, photo prints
8 and other graphic information required to be furnished under this Agreement, shall
9 be AUTHORITY's property upon payment and shall be furnished with unlimited rights and, as
10 such, shall be free from proprietary restriction except as elsewhere authorized in this
11 Agreement. CONSULTANT further agrees that it shall have no interest or claim to such
12 finished, AUTHORITY-owned, technical data; furthermore, said data is subject to the
13 provisions of the Freedom of Information Act, 5 USC 552.
- 14 B. It is expressly understood that any title to preliminary technical data is not passed to
15 AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs,
16 visualizations, software design documents, layouts and comprehensives prepared by
17 CONSULTANT solely for the purpose of demonstrating an idea or message for AUTHORITY's
18 acceptance before approval is given for preparation of finished artwork. Preliminary data title
19 and right thereto shall be made available to AUTHORITY if CONSULTANT causes
20 AUTHORITY to exercise Article 13, and a price shall be negotiated for all preliminary data.

21 **ARTICLE 26. HEALTH AND SAFETY REQUIREMENTS**

22 CONSULTANT shall comply with all the requirements set forth in Exhibit __, titled "Level 2 SAFETY
23 SPECIFICATIONS." As used therein, "Contractor" shall mean "Consultant," and "Subcontractor" shall
24 mean "Sub-consultant."

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ARTICLE 27. LIMITATION ON GOVERNMENTAL DECISIONS

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

ARTICLE 28. 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.

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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C250435 to
2 be executed as of the date of the last signature below.

3 CONSULTANT

ORANGE COUNTY TRANSPORTATION
AUTHORITY

5 _____
6 **SIGNATURE**

**DARRELL E. JOHNSON, CHIEF EXECUTIVE
OFFICER**

8 APPROVED AS TO FORM:

9 _____
10 **JAMES M. DONICH, GENERAL COUNSEL**

11 APPROVED:

12 _____
13 **MAGGIE MCJILTON, EXECUTIVE DIRECTOR,**
14 **PEOPLE AND COMMUNITY ENGAGEMENT**

LEVEL 2 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

C. INJURY AND ILLNESS PREVENTION PROGRAM

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

D. SUBSTANCE ABUSE PREVENTION PROGRAM

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

E. HAZARD COMMUNICATION PROGRAM

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

F. STORM WATER POLLUTION PREVENTION PLAN

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

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

1. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
2. This person shall be a Competent or Qualified Individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.
3. The Contractor's HSE Representative is subject to acceptance by the Authority Project Manager, and the HSEC Department. All contact information of the HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager, upon request, within 72 hours.
4. The Contractor's HSE Representative shall hold a current certification from the Board of Certified Safety Professionals (BCSP) and have five years of demonstrated construction/scope experience enforcing HSE compliance on construction, industrial or similar project scopes. The designated HSE Representative shall participate in any required HSE related submittals. The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.
5. Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or property, and who has authorization to take prompt corrective measures to eliminate them.
6. Qualified Individual means an individual who by possession of a recognized degree, certificate, certification or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the Project.

H. SCOPE PLANNING

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

I. ORIENTATION

1. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 or 3 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.
2. Copies of orientation documents shall be provided to the Authority Project Manager within 72 hours upon request.

J. TRAFFIC & PARKING

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

K. GENERAL PROVISIONS

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

3. The Authority HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
4. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.
5. The Contractor shall instruct all its employees, and all associated 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 ENVIRONMENTAL REQUIREMENTS

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

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

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
 3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Investigative photos of the existing conditions and area around the injury/incident scene, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.

D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 PERSONAL PROTECTIVE EQUIPMENT

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

1.5 LANGUAGE REQUIREMENTS

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

1.6 WARNING SIGNS AND DEVICES

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

1.7 REFERENCES

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

END OF SECTION