



*AFFILIATED AGENCIES*

*Orange County  
Transit District*

*Local Transportation  
Authority*

*Service Authority for  
Freeway Emergencies*

*Consolidated Transportation  
Service Agency*

*Congestion Management  
Agency*

March 26, 2021

**SUBJECT: Request for Proposals (RFP) 1-3378  
“Design Services for Gully Repair and Restoration”  
Addendum No. 1**

Gentlemen/Ladies:

This letter and its attachments comprise **Addendum No. 1** to the above captioned RFP issued by the Orange County Transportation Authority (Authority).

1. Offerors are advised that the pre-proposal conference will be held on March 30, 2021 at 10:30 a.m. Attendance will be strictly limited to teleconference only. Prospective offerors may call-in using the following credentials:
  - Call-in number: 714-560-5666
  - Conference ID: 800450
2. Offerors are advised that a copy of the pre-proposal conference presentation is presented as **Attachment A** to this **Addendum No. 1**.
3. Offerors who plan to attend the pre-proposal conference remotely are requested to submit via e-mail to [sgettel@octa.net](mailto:sgettel@octa.net), no later than March 30, 2021 at 10:00 a.m., the Pre-Proposal Conference Registration Sheet which is presented as **Attachment B** to this **Addendum No. 1**.
4. Offerors are advised that the Authority has modified the Scope of Work presented in the RFP as Exhibit A to add sections 3.3 and 6.2 for construction support, and renumber the document accordingly. Exhibit A Scope of Work is deleted in its entirety and replaced with Scope of Work Addendum No. 1 presented as **Attachment C** to this **Addendum No. 1**.
5. Offerors are advised that the Authority has modified paragraph B of the Payment article presented in the RFP as Exhibit B, Proposed Agreement Article 5 Payment to rename task 2 from Draft Report to Draft Design, rename task 3 from Final Report to Final Design, and add task 4 Construction Support. Article 5 is deleted in its entirety and replaced with Article 5, Addendum No. 1 which is presented as **Attachment D** to this **Addendum No. 1**.

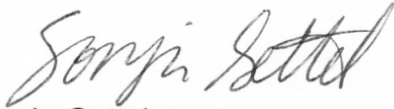
March 26, 2021

Page 2

Offerors are reminded to acknowledge receipt of this **Addendum No. 1** in their Letter of Transmittal, which is to accompany the proposal. Offerors are advised that all changes addressed in this **Addendum No. 1** shall be incorporated into the final Agreement.

Questions regarding this **Addendum No. 1** should be directed to the undersigned at (714) 560-5562 or [sgettel@octa.net](mailto:sgettel@octa.net).

Sincerely,

A handwritten signature in black ink, appearing to read "Sonja Gettel", is written over a light gray rectangular background.

Sonja Gettel

Senior Contract Administrator

Contracts Administration and Materials Management

Attachments

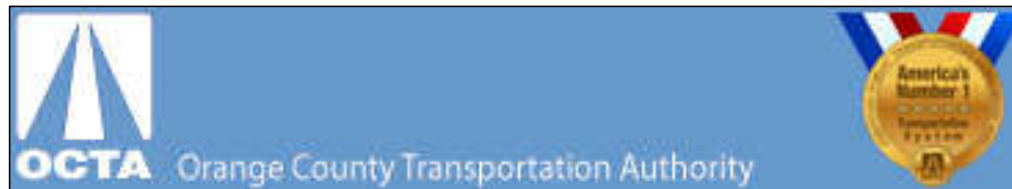
Attachment A: Pre-Bid Conference Presentation

Attachment B: Pre-Bid Conference Registration Sheet

Attachment C: Scope of Work

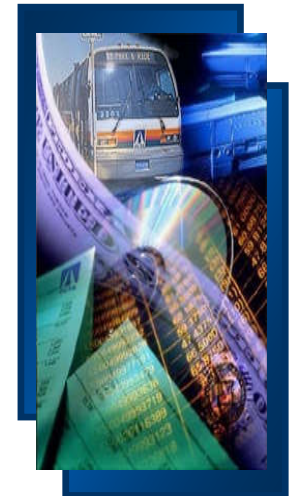
Attachment D: Proposed Agreement Article 5

# Pre-Proposal Conference for RFP 1-3378: Design Services for Gully Repair and Restoration



# Agenda

- Introductions
- Safety
- Online Business and Networking Tools
- Key Procurement Information & Dates
- Review of RFP Documents
- Scope of Work
- Questions and Answer



# CAMM NET Registration

Why register on CAMM NET?

<https://cammnet.octa.net/>

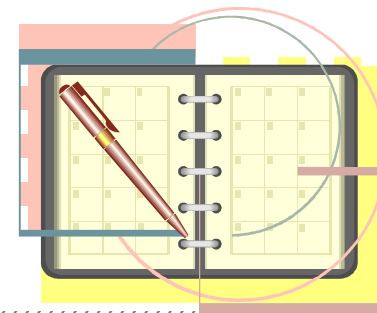
- To receive e-mail notifications of Solicitations, Addenda and Awards
- View and update your vendor profile
- Required for Award

# Online Business & Networking Tools

- CAMM NET Connect
  - <https://www.facebook.com/CammnetConnect>
- Working with OCTA
  - <https://cammnet.octa.net/about-us/working/>
- Planholder's List
  - <https://cammnet.octa.net/procurements/planholders-list-selection/>

# Key Procurement Dates

Written Questions Due:	April 1, 2021
OCTA Responds:	April 6, 2021
Proposals Due:	April 13, 2021, 2:00 PM
Interviews:	May 11, 2021



# Key Procurement Information

- All questions/contact with Authority staff should be directed to the assigned Contract Administrator, Sonja Gettel
- Next Addendum will contain a copy of the Pre-Proposal sign-in sheet
- Award based on prime-sub relationship, not joint ventures
- Contract term is for fifteen (15) months
- Funded with local M2 funds



## Key Procurement Information (continued)

To prevent potential conflicts of interest, the prime consultant and all subconsultants, (at any tier) awarded this contract for design services for gully repair and restoration at Trabuco Rose Preserve will be ineligible to participate, in any tier in the construction management services and construction services required to deliver gully repair and restoration at Trabuco Rose Preserve. Authority will evaluate all requests for conflict of interest on a case-by-case basis.

# Guidelines for Written Questions

- Questions must be submitted directly to Sonja Gettel, Senior Contract Administrator, in writing and received by email by [sgettel@octa.net](mailto:sgettel@octa.net) by **April 1, 2021, 5:00 p.m.**
- Subject line of email should contain “RFP 1-3378 Written Questions”
- Any changes Authority makes to procurement documents will be by written Addenda only
- Addenda will be issued via CAMM NET
- Today’s verbal discussions are non-binding

Next...  
Proposal Instructions

Followed by...  
Review of Scope of Work

# Proposal Submittal Instructions

- Proposals are due by 2:00 p.m., April 13, 2021
- Proposals must be submitted electronically through <https://www.octa.net/Proposal Upload Link>
- Hard copy proposal submission will not be accepted

# Proposal Submittal Instructions (continued)

- Authority has the right to:
  - accept or reject any and all proposals;
  - withdraw or cancel the RFP;
  - postpone proposal opening for its own convenience.
- Proposals received are considered public information
- Proposals are not to be copyrighted

# Proposal Content

- Letter of Transmittal
- Technical Proposal
  - a) Qualifications, related experience and references of Offeror
  - b) Proposed staffing and project organization
  - c) Work plan
  - d) Exceptions / Deviations (Technical vs. Contractual)

# Proposal Content (continued)

## Cost and Price Proposal

- Only technical qualifications are to be submitted at this time
- No cost/price information is to be submitted
- Only highest ranked Offeror will be asked to submit a detailed cost proposal
  - Negotiations will commence based on both the cost and technical proposals

# Proposal Content (continued)

- Exhibit C – Forms
  - Status of Past and Present Contracts
  - Proposal Exceptions and/or Deviations
- Exhibit D – Level 2 Safety Specifications
- Exhibit E – Public Records Act Indemnification – Proposal Documents

*Note: Forms excluded from 50-page proposal limit.*



# Evaluation and Award

- All proposals, timely received, will be evaluated using the following evaluation criteria:

Qualifications of the firm	20%
Staffing and project organization	40%
Work plan	40%

- Evaluation Committee comprised of internal OCTA staff

## Evaluation and Award (continued)

- Interviews may or may not be conducted.
- Only “short-listed” firms will be invited to interview
- If conducted, interviews are scheduled for **May 11, 2021**
- Offerors are requested to keep this date available

# Award

- Award Process
  - Evaluation Committee recommends highest ranking Offeror to Authority management
  - All firms submitting a proposal will be notified of Award via CAMM NET

# Proposed Agreement

- Proposed Agreement
  - Please review the Proposed Agreement (Exhibit B) so you are aware of the contractual requirements of the solicitation
- Exceptions
  - Any exceptions/deviations must be identified in Exhibit C – Proposal Exceptions and/or Deviations Form and submitted with the proposal



# Proposed Agreement

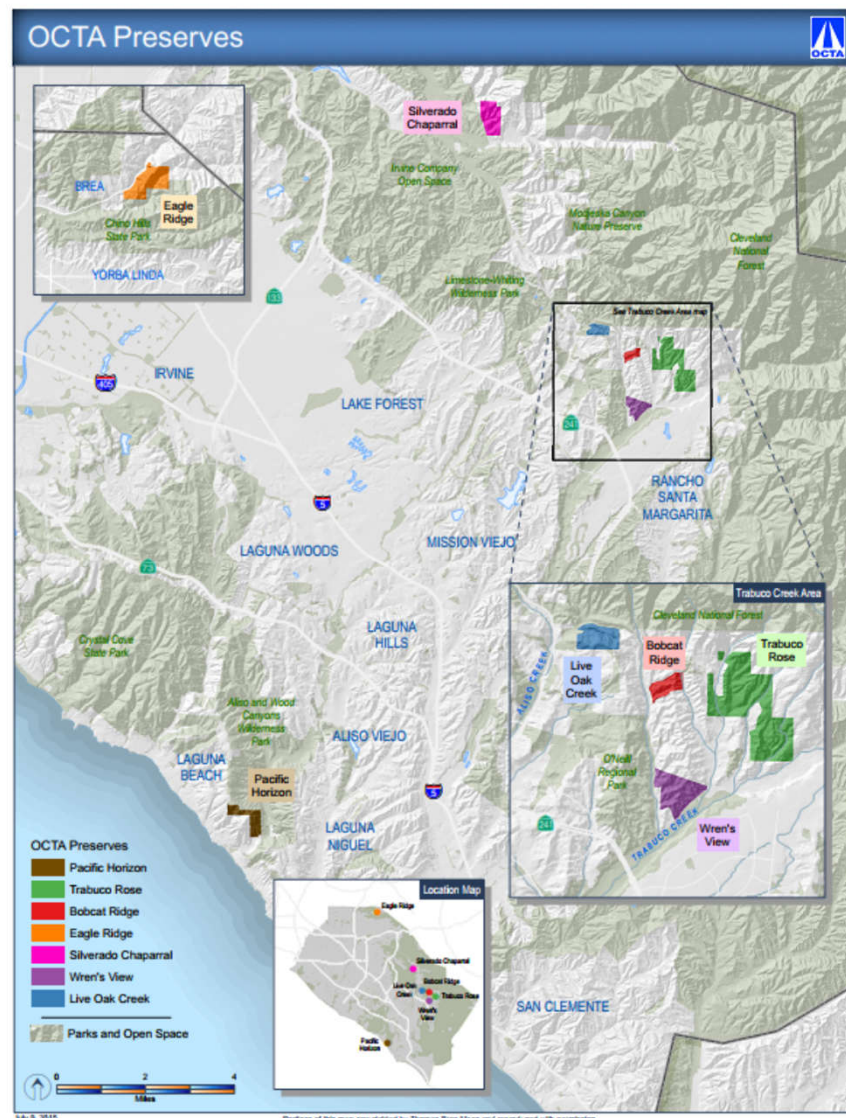
- Offerors are encouraged to review:
  - Article 3 - Scope of Work
  - Article 4 - Term of Agreement
  - Article 5 - Payment (Firm Fixed Price)
  - Article 6 - Maximum Obligation
  - Article 9 - Insurance
  - Article 27 - Conflict of Interest
  - Article 28 - Code of Conduct
  - Article 30 - Prohibition
  - Article 31 - Health and Safety Requirements

# Scope of Work

Dan Phu  
Program Manager

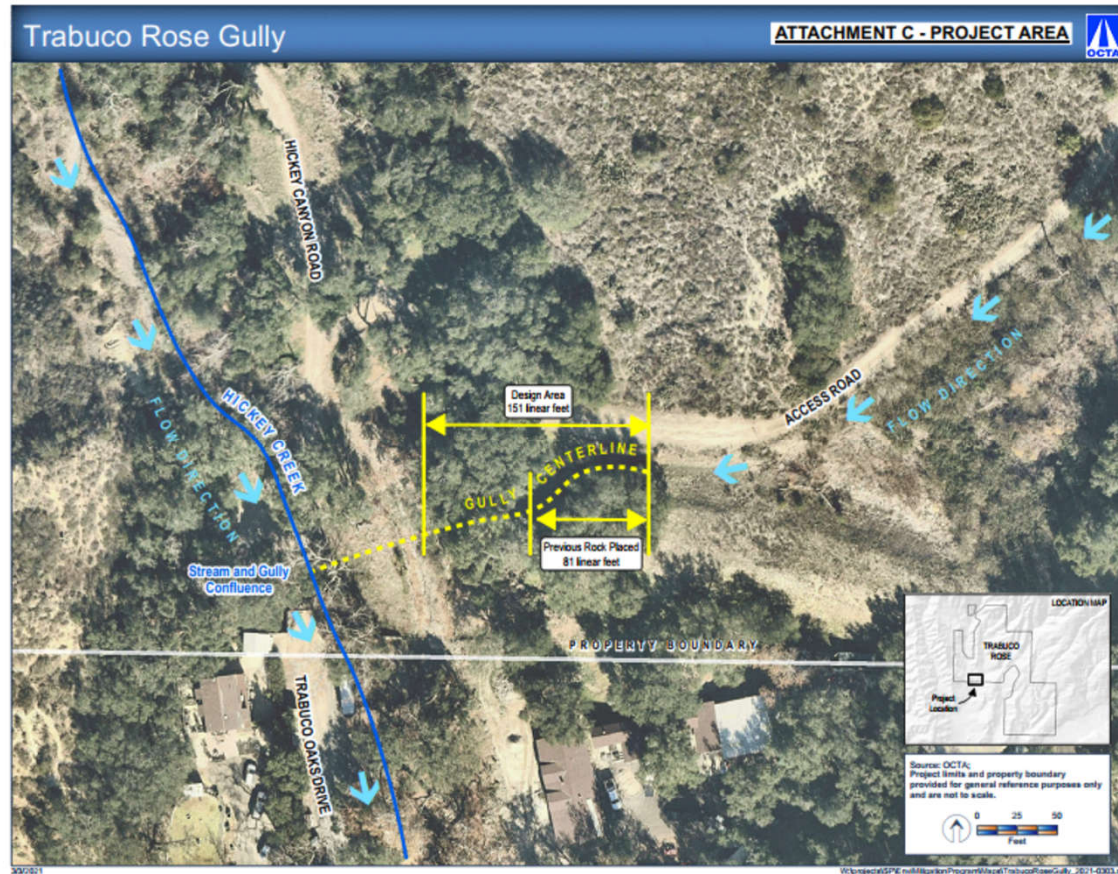
Project Overview and Scope of Work

# Scope of Work





# Scope of Work





- Questions?



- Reminder.... Proposals are due @ 2:00 pm on April 13, 2021
- Please register on CAMM NET
- Thank you for your interest in OCTA!



## ***PRE-PROPOSAL CONFERENCE REGISTRATION***

RFP No. 1-3378

Date: March 30, 2021

Title: Design Services for Gully Repair and Restoration

1. Company Name: \_\_\_\_\_  
Attendee: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Phone Number: (        ) \_\_\_\_\_ Registered on CAMM NET? ☐ Yes ☐ No  
Prime ☐ Sub ☐  
E-Mail Address: \_\_\_\_\_  
-----
2. Company Name: \_\_\_\_\_  
Attendee: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Phone Number: (        ) \_\_\_\_\_ Registered on CAMM NET? ☐ Yes ☐ No  
Prime ☐ Sub ☐  
E-Mail Address: \_\_\_\_\_  
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3. Company Name: \_\_\_\_\_  
Attendee: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Phone Number: (        ) \_\_\_\_\_ Registered on CAMM NET? ☐ Yes ☐ No  
Prime ☐ Sub ☐  
E-Mail Address: \_\_\_\_\_

**SCOPE OF WORK FOR  
DESIGN SERVICES FOR GULLY REPAIR AND RESTORATION  
AT THE TRABUCO ROSE PRESERVE**

**1.0 PROJECT BACKGROUND**

In 2006, Orange County voters approved the renewal of Measure M, effectively extending the half-cent sales tax to provide funding for transportation projects and programs in the county. As part of the renewed Measure M (or Measure M2), a portion of the M2 freeway program revenues were set aside for the M2 Environmental Mitigation Program (EMP) to provide funding for programmatic mitigation to offset impacts from the 13 freeway projects covered by Measure M2. The Orange County Transportation Authority (AUTHORITY) prepared the M2 Natural Community Conservation Plan/Habitat Conservation Plan (Conservation Plan) as a mechanism to offset potential project-related effects on threatened and endangered species and their habitats in a comprehensive manner. A key component of the Conservation Plan has included the identification and acquisition of habitat preserves to offset habitat impacts. To date, seven properties totaling approximately 1,300 acres have been successfully acquired (ATTACHMENT A).

This agreement is in relation to the Trabuco Rose Preserve (Preserve) that the AUTHORITY has owned since 2011. The Preserve is located at 19998 Trabuco Oaks Drive, Trabuco Canyon, CA 92678 and is comprised of approximately 400 acres of open space or wilderness lands. The AUTHORITY currently oversees the maintenance, security, and required biological monitoring for the Preserve.

There is a small unnamed gully that has been eroding on the Preserve. Some repairs (approximately 81 linear feet) were made to this gully earlier in 2021 which include the placement of two types of a fabric material (both natural and manmade) which were then overlaid with large rock (ATTACHMENT B). This was an emergency project with the intent to stop the slopes of the gully (for this first section) from further erosion, thereby alleviating downstream sedimentation while also protecting the adjacent access road, gate, and oak trees.

The objective of this agreement is to provide a similar type of design to seamlessly continue the rock placement in the gully until it meets the downstream creek. The entire length of the gully (approximately 150 linear feet) should be assessed (including the already improved section) and provide a design solution to mimic a natural creek. Additional rock is anticipated for the previously repaired section to gradually reduce the grade and mimic the drops of a natural creek. In addition, landscape plans (utilizing native vegetation) shall be prepared for the entire length of the gully, including the previously repaired segment. Coordination and support with permitting agencies have already occurred. The United States Fish and Wildlife (USFWS) has provided various examples of similar types of projects that this project could emulate. These are provided to illustrate different acceptable methods by the USFWS but are not meant to be inclusive of all possible methods. These examples can be found at the following links:

<http://clearwater-hydrology.com/stream-restoration-consulting/step-pool-morphology.html>

<http://clearwater-hydrology.com/stream-restoration-consulting/creek-restoration-alameda.html#>

<http://ecosystemrestoration.com/briers-mill/>

[https://www.concreteconstruction.net/projects/infrastructure/reconstructing-streams\\_o](https://www.concreteconstruction.net/projects/infrastructure/reconstructing-streams_o)

The AUTHORITY is requesting a technical proposal from the Consultant (CONSULTANT) to provide engineering services (including a landscape plan) to continue the gully repair with similar types of materials as the previous repair project to mimic a natural creek.

All services performed shall be in accordance with Agreement No. C-1-3378, and AUTHORITY's request for architectural and engineering services, specifically for design work.

## **2.0 DEFINITIONS**

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

- 2.1. "WORK" shall mean the work performed or to be performed and services rendered by CONSULTANT, in accordance with the provisions hereof.
- 2.2. "PROJECT" shall mean design services for repair and restoration of the gully at 19998 Trabuco Oaks Drive, Trabuco Canyon, CA 92678. CONSULTANT shall provide engineering design services (include a landscape plan) to restore the gully to a natural creek as described herein this SOW.
- 2.3. "PROJECT MANAGER" as used in this SOW means the main point of contact representing AUTHORITY and authorized to provide instructions to the CONSULTANT for the purposes of this Agreement.
- 2.4. "PERMITTING AGENCIES" shall mean agencies having jurisdiction over PROJECT such as the United States Army Corps of Engineers, Regional Water Quality Control Board and the California Department of Fish and Wildlife.
- 2.5. Deliverable document types:
  - Microsoft Word (Word)
  - Microsoft Excel (Excel)
  - Portable Document Format (PDF)
  - AutoCAD (CAD or DWG)

### **3.0 SCOPE OF WORK**

#### **3.1. CONSULTANT RESPONSIBILITIES**

- 3.1.1. CONSULTANT shall be responsible for the design and construction documents of PROJECT including preliminary and final plans, specifications, and cost estimates. AUTHORITY's review, comments, and approval shall not relieve CONSULTANT from their responsibilities for their design and professional practices. WORK includes design to repair/restore the gully at 19998 Trabuco Oaks Drive, Trabuco Canyon, California 92678. CONSULTANT shall provide engineering and landscape design services to restore the gully to mimic a natural creek as described herein this SOW.

CONSULTANT shall be responsible for providing design information to AUTHORITY for the Permitting Agencies' approval. AUTHORITY will be obtaining the necessary permits for the PROJECT. CONSULTANT shall consider the following criteria for the design of the systems:

- 1) CONSULTANT shall review the plans of the prior repairs made to the upstream gully area (ATTACHMENT B).
- 2) CONSULTANT shall conduct a site visit (after award of contract) to verify the existing conditions, dimensions, and site configurations that will affect or be affected by construction activities. CONSULTANT field verifications shall include photos and may include nondestructive testing to accurately verify existing field conditions that may affect the design.
- 3) CONSULTANT shall design to repair and restore the entire length of the gully [building off the already improved section (ATTACHMENT C)]. Repairs shall be recommended by the CONSULTANT, accepted by AUTHORITY, and the Permitting Agencies.
- 4) CONSULTANT shall recommend to AUTHORITY any improvements, repairs, and/or modifications that are contiguous to the previous phase work.
- 5) CONSULTANT shall design the PROJECT to accommodate a 100-year flood event.
- 6) CONSULTANT shall design to minimize impacts to the existing adjacent oak trees (and roots) as well as surrounding native vegetation.
- 7) CONSULTANT shall include a landscape design component for native vegetation plantings into the full length of the gully (151 linear feet), including the previously improved area (approximately 81 linear feet).
- 8) CONSULTANT shall review the Wilderness Safety Manual (ATTACHMENT D) before field visits and will coordinate with AUTHORITY for

any site visits. The property is a Wilderness Preserve with certain inherent dangers including inclement weather and wildlife risks.

- 9) Temporary fencing, environmentally sensitive fencing (orange snowdrift type), and/or barricade is required to be noted in the design plans that so they will be used during the construction phase. The temporary fencing shall be removed once construction is complete.
- 10) CONSULTANT shall perform all work under this SOW within AUTHORITY's property. No work shall occur on adjacent properties.
- 11) CONSULTANT shall minimize impacts within the gully to the work area and temporary access areas. Impacts to native vegetation should be avoided where possible. Notation of staging areas for construction equipment should occur outside of the drip line of oak trees to the maximum extent practicable.
- 12) CONSULTANT shall always maintain access along the dirt access road. This road is utilized daily by adjacent residents North of the AUTHORITY's Preserve and they need to move through in larger vehicles.
- 13) CONSULTANT shall be responsible for providing AUTHORITY technical support to help prepare exhibits, submittals, or other information needed to ensure the ability of AUTHORITY to secure all required permits and approvals from the Permitting Agencies.
- 14) CONSULTANT will need a qualified Health, Safety and Environmental Representative that holds a Board of Safety Professionals (BCSP) certification (STS, STSC, CHST, OHST, ASP or a CSP) to oversee the field tasks and develop a Job Hazard Analysis (JHA) to review with the employees performing field tasks the safe work practices for potential hazards. The cost for a qualified HSE Representative for this scope needs to be considered for the cost proposal.

## **3.2. DESIGN**

### **3.2.1. DRAFT DESIGN**

- 3.2.1.1. CONSULTANT shall develop draft design plans and profiles. The design should include rocks placed into a step pool design and ultimately terminate with a waterfall-like feature before flowing into the adjacent downstream creek (Hickey Creek). Plantings/cuttings with native vegetation (after the rock placement) should also be included and should include the entire 151 feet of the gully. Draft design plans shall be provided to AUTHORITY for review and comment prior to finalization.

- 3.2.1.2. CONSULTANT shall include a brief technical memorandum outlining existing site conditions that affect the design of PROJECT. CONSULTANT shall recommend improvements and enhancements. Draft technical memorandum shall be provided to AUTHORITY for review and comment prior to finalization.
- 3.2.1.3. CONSULTANT shall prepare draft preliminary cost estimates based on current costs related to the design for PROJECT. Draft preliminary cost estimates shall be provided to AUTHORITY for review and comment prior to finalization.
- 3.2.1.4. CONSULTANT shall meet with AUTHORITY (meeting may be virtual taking into consideration the current pandemic) to present and discuss the draft design, technical memorandum, preliminary cost estimates, and conduct a constructability review before proceeding with the Final Design.

### **3.2.2. FINAL DESIGN**

CONSULTANT shall develop final versions of deliverables under 3.2.1 to be utilized in a future bid package for construction.

### **3.3. CONSTRUCTION SUPPORT**

CONSULTANT shall be available during the construction phase of the project to answer questions or respond to requests for information from the construction contractor on the design of the project. CONSULTANT shall perform all required redesign work to correct any design errors or omissions discovered during bidding or construction at no additional cost to AUTHORITY. This will not include redesign if the design does not include errors or omissions. Designer will not provide any construction management oversight.

### **3.4. DELIVERABLES**

All submittals shall be consistent with the schedule in Section 6.0., SCHEDULE. AUTHORITY shall return draft deliverables under 3.2.1 with comments, required changes, and corrections in PDF format. CONSULTANT shall allow at least ten (10) working days for each draft submittal review by AUTHORITY. CONSULTANT shall address all comments, revise the deliverables, and resubmit to AUTHORITY for verification prior to finalization under 3.2.2.

Upon AUTHORITY'S acceptance of final documents under 3.2.2, CONSULTANT shall provide AUTHORITY one set of hard copies (11"x17" design plans) in addition to PDF format and CAD files.

All electronic submittals shall be transmitted to AUTHORITY via email and shared with AUTHORITY using Microsoft Office 365 OneDrive.



**3.5. QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)**

- 3.5.1. CONSULTANT shall provide deliverables that have been internally checked for errors and omissions prior to submittal to AUTHORITY. CONSULTANT's QA/QC practices shall be implemented during the performance of the services under this Agreement to ensure the highest quality product is provided. CONSULTANT may be asked to provide proof of its QA/QC process.

**4.0 AUTHORITY RESPONSIBILITIES**

- 4.1. PROJECT MANAGER shall examine all documents submitted by CONSULTANT and shall render decisions pertaining to PROJECT. PROJECT MANAGER shall review and approve all documents as required for permit application submittal to appropriate PERMITTING AGENCIES.

**5.0 PROJECT COORDINATION AND MEETINGS**

- 5.1. CONSULTANT shall coordinate design with PROJECT MANAGER. An initial pre-design conference shall be scheduled by AUTHORITY after Agreement execution. Regularly scheduled meetings shall be held for discussion of draft and final design plans. Meetings shall be virtual unless a field meeting is required, in which case, AUTHORITY will set meeting date/time and location.

Communications and PROJECT meetings: All PROJECT communications using email shall have an email subject line starting with "Trabuco Rose Preserve Gully Repair – {add email subject matter}". Most PROJECT meetings will be held via Microsoft Teams platform unless otherwise requested by AUTHORITY to be held in-person/on-site.

**6.0 SCHEDULE**

- 6.1. AUTHORITY's intent is for CONSULTANT to accelerate performance of SOW under this Agreement, and at the latest PROJECT's final design shall be completed, within three (3) months from execution of this Agreement.
- 6.2. Construction Support is estimated to be completed within twelve (12) months of completion of PROJECT's final design.

List of Attachments:

Attachment A: Map of Preserves  
Attachment B: Apex "Repair Sheet"  
Attachment C: PROJECT Area  
Attachment D: Wilderness Safety Manual

**ARTICLE 5. PAYMENT**

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

B. The following schedule shall establish the firm fixed payment to CONSULTANT by AUTHORITY for each work task set forth in the Scope of Work.

<u>Task</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Project Coordination/Meetings	.00
2	Draft Design	.00
3	Final Design	.00
4	Construction Support	<u>.00</u>
<b>TOTAL FIRM FIXED PRICE PAYMENT</b>		<b>.00</b>