



AFFILIATED AGENCIES

*Orange County
Transit District*

*Local Transportation
Authority*

*Service Authority for
Freeway Emergencies*

*Consolidated Transportation
Service Agency*

*Congestion Management
Agency*

April 8, 2024

**SUBJECT: Invitation for Bids (IFB) 4-2097
“Construction of Transit Security and Operations Center”**

Ladies/Gentlemen:

This letter and its attachment comprise **Addendum No. 3** to the above captioned Invitation for Bids issued by the Orange County Transportation Authority (“Authority”).

1. Bidders are advised that the deadline to submit questions, requests for approved equals or clarification to specifications has been extended to April 23, 2024, 5:00 P.M. Responses to bidders has been revised to May 15, 2024. Questions submitted by the original IFB deadline of April 2, 2024 will be responded to via addendum on April 24, 2024.
2. Bidders are advised that the bid due date remains June 3, 2024.
3. Bidders are advised that the Authority has added the following paragraph to Section III. Additional Contractual Exhibits of IFB 4-2097:

“E. CHANGE DIRECTIVE FORM

The Authority’s Change Directive Form (Exhibit H-1) be attached to and incorporated into the signed Agreement resulting from this IFB.”

4. Bidders are advised that the Authority’s Change Directive Form is presented as Attachment A to this Addendum No. 3.
5. Bidders are advised that Section VI: Agreement, Article 3. Scope of Work, has been deleted in its entirety and replaced with the following:

“ARTICLE 3. SCOPE OF WORK

CONTRACTOR shall provide all labor, equipment, materials and facilities necessary for all work related to the construction of the Transit Security and Operations Center in strict compliance with all the requirements specified herein and in:

Attachment A, entitled “Disadvantaged Business Enterprise (DBE) Contract

Provisions for U.S. DOT-assisted Contracts”

Attachment A-1, entitled “DBE Participation Commitment Form”

Exhibit A, entitled "General Provisions"; Addendum No's _____;

Exhibit B, entitled “Specifications”

Volume 1

Volume 2

Volume 3;

Exhibit C, entitled "List of Drawings";

Exhibit D, entitled "List of Subcontractors";

Exhibit E, entitled "Performance Bond";

Exhibit F, entitled "Payment Bond"; and

Exhibit G, entitled "Guaranty";

Exhibit H, entitled “Contract Change Order”;

Exhibit H-1 entitled “Change Directive” and

Exhibit I, entitled “Level 3 Safety Specifications”;

all of which documents are attached to and, by this reference, incorporated in and made a part of this Agreement. By this reference, also incorporated in and made a part of this Agreement are all applicable provisions of the IFB and all representations made by CONTRACTOR in its original bid to AUTHORITY, including, but not limited to, CONTRACTOR's certifications relative to Workers' Compensation Insurance, and compliance with Section 7028.15 of the State of California Business and Professions Code.”

6. Bidders are advised that Exhibit A – General Provisions, Paragraph F. Extra Work and Changes, has been deleted in its entirety and replaced with the following:

“F. EXTRA WORK AND CHANGES

1. New and unforeseen work, which in the judgment of the Authority is found necessary or desirable for the satisfactory completion of the work, will be classified as extra work, as well as work specifically designated as such in the plans or specifications. The Contractor shall do such extra work and furnish material and equipment therefore as directed by the Engineer in writing by a change order. No extra work will be paid for or allowed unless the same was done upon written change order of the Engineer and after all legal requirements have been complied with.

The Contractor agrees that he will accept as full compensation for any extra work or changes in the work, so ordered, an amount to be determined by one of the following methods:

- a. A price mutually agreed upon in writing by the Engineer and Contractor (hereafter Agreed Price).
- b. Force Account as hereafter provided.

All compensation for extra work or changes in the work will be provided through a written change order. Nothing herein shall excuse the Contractor from proceeding with the work as otherwise directed by the Agreement.

2. It is mutually agreed that on the agreed price, the Contractor and subcontractor(s) shall add not more than a total markup of 20% to be divided between the Contractor and subcontractor(s) as full compensation for all other expenses including overhead, profit, bond, superintendence, insurance and small tools.
3. When extra work is to be paid for on a force account basis, compensation will be determined as follows:
 - a. Materials

A sum equal to the actual cost to the Contractor of the materials furnished by him, as shown by paid receipts, plus not more than fifteen percent (15%). Only installed materials shall be paid for.
 - b. Labor
 1. The actual wages paid as shown on the certified copies of Contractor's payroll, for all labor directly engaged in the work and including the cost of

any compensation insurance paid for by the Contractor, subsistence and travel allowance aid to such workmen as required by collective bargaining agreements plus not more than twenty percent (20%).

2. To the actual wages as described in 1 above will be added a labor surcharge of not more than seventeen percent (17%), and shall constitute full compensation for all other payments, including payments imposed by State and Federal laws.

c. Equipment

1. Equipment will be paid for as a rental charge whether owned by the Contractor or not, and said rental rates prevailing in the area for comparable equipment will be paid. To the direct costs of "Equipment Rental" will be added a not more than fifteen percent (15%) markup.
 2. All extra work at Force Account shall be adjusted daily upon report sheets prepared by the Engineer, furnished to the Contractor and signed by both parties. Said daily reports shall thereafter be considered the true record of all extra work done. The decision of the Engineer as to whether extra work has in fact been performed shall be conclusive and binding upon both parties to the contract.
4. A contract change order approved by Authority may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in the contract change order, the Contractor shall submit a written protest to the Authority within 15 days after the receipt of the contract change order. The protest shall state the points of disagreement and, if possible, the contract specification references, quantities and costs involved. If a written protest is not submitted within the above period, payment will be made as set forth in the approved contract change order and such payment shall constitute full compensation for all work included therein or required thereby. Such unprotested approved contract change orders will be considered as executed contract change orders.
 5. Contractor shall promptly notify the Authority in writing when it receives direction, instruction, interpretation or determination from any source other than the Authority or its designated representatives that may lead to or cause change in the work. Such written notification shall be give to the Authority before the Contractor acts on said direction, instruction, interpretation or determination."

7. Bidders are advised that Exhibit A – General Provisions, Paragraph G. Extended Field Office Overhead Costs, has been deleted in its entirety and replaced with the following:

“G. EXTENDED FIELD OFFICE OVERHEAD COSTS

1. Within thirty (30) days after receipt of the Notice to Proceed, the Contractor shall submit a written statement to the Authority detailing its field office overhead costs which are time related. The Authority will review this cost submittal and reach a written agreement with the Contractor on a daily field office overhead cost rate which shall be issued as an agreed upon Change Order. The daily rate agreed to in this Change Order will be applicable throughout the duration of the Contract. No field office costs will be paid until such agreement is reached between the Authority and the Contractor and the Change Order concerning this daily rate is executed by both parties.
2. The individual cost components of the daily field office overhead rate shall represent costs which increase as a direct result of any time extension caused solely and exclusively by an act of the Authority. This listing may include such cost items as on-site project management, supervision, engineering and clerical salaries; on-site office utilities and rent; on-site company vehicles and their operating expenses; and site maintenance and security expenses. Field office overhead costs which are unaffected by increased time shall not be allowable costs in calculating the daily field office overhead rate. These non-time related costs include, but are not limited to, acquisition and installation of stationary equipment; temporary construction facilities; utilities and office furnishings (unless such items are rented or leased); the preparation of the site including clearing, grubbing, grading and fencing; mobilization and demobilization costs; and the costs of permits, bonds and insurance coverage for the project.
3. The individual wage cost components used to calculate the daily field office overhead rate shall be supported by actual employee payroll records, not salary ranges or estimates. Hourly rates for management, supervisory, engineering and clerical employees shall be based upon 2,080 work hours per year and shall not include allowances for holidays, vacation or sick time. However, the daily field office overhead rate shall

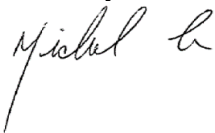
only reflect the actual on-site time required in the field office. All other field office overhead cost components shall be evidenced by records demonstrating actual field office costs incurred by the Contractor.

4. The daily field office overhead rate shall be multiplied by the number of days the Contract is delayed or extended by Change Order and shall be added to the agreed upon Change Order cost. The days of delay shall be those caused solely by action of the Authority and documented by a time impact analysis prepared and submitted by the Contractor. In the event of a deductive Change Order is issued which reduces time under the Contract, the daily field office overhead rate shall be added to the deductive amount. No allowance for overhead costs and no profit allowance shall be added to the extended field office overhead cost."

Bidders are reminded to acknowledge receipt of this **Addendum No. 3** in their "Bid Form". Bidders are advised that all changes addressed in this **Addendum No. 3** shall be incorporated into the final Agreement.

Questions regarding this Addendum No. 3 should be directed to the undersigned at 714-560-5314 or mle1@octa.net.

Sincerely,



Michael Le
Senior Contract Administrator
Contracts Administration and Materials Management

Attachment:

Attachment A: Change Directive Form



**CHANGE
DIRECTIVE**

**IFB 4-2097
EXHIBIT H-1**

**CD No.
DATE**

PROJECT	OCTA NO.	CONTRACT NO.	SUPPL NO.	REQUESTED BY:	
	Change Order #	C-	N/A	NAME	TITLE Project Manager
TO:		ACCOUNT CODE		OTHER ID	
ATT:					

TITLE: Change Work

You are hereby directed to make the changes from the plans and specifications or do the following work in accordance with the Article 13 of the Agreement and "Work Change Directive" section of contract specification 01 26 00.

Change Work Description:

COST AND SCHEDULE PROPOSAL (CSP): The CONTRACTOR shall, within fifteen (15) calendar days after receipt of this Change Directive, provide to AUTHORITY a written response identifying any proposed adjustment in Contract Price, including any adjustment for impact costs and/or schedule delays or schedule modifications to perform the changes identified in the Change Directive, unless another time period for response is specified above.

N/A

RESIDENT ENGINEER

N/A

DATE

OCTA PROJECT MANAGER

DATE