

REQUEST FOR PROPOSALS (RFP) 4-2171

STATE ROUTE 73 (BISON AVENUE TO INTERSTATE 405) MULTIMODAL CORRIDOR FEASIBILITY STUDY



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

Key RFP Dates

Issue Date:	April 26, 2024
Pre-Proposal Conference Date:	May 16, 2024
Question Submittal Date:	May 17, 2024
Proposal Submittal Date:	May 30, 2024
Interview Date:	July 10, 2024

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April 26, 2024

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 4-2171: “STATE ROUTE 73 (BISON AVENUE TO INTERSTATE 405) MULTIMODAL CORRIDOR FEASIBILITY STUDY”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants for the State Route 73 (Bison Avenue to Interstate 405) Multimodal Corridor Feasibility Study.

The purpose of the study is to develop multimodal improvement concepts for the non-toll segment of State Route 73 between Bison Avenue and Interstate 405 and adjacent and intersecting local transportation facilities.

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 must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of 2:00 p.m. on May 30, 2024. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.

Offerors are instructed to click the upload link, select “**RFP 4-2171**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract Administrator prior to

the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

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

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

To receive all further information regarding this RFP 4-2171, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Professional Consulting	Architectural & Engineering
	Design Consulting
	Consultant Services - General
	Consultant Services – Tolling
	Systems Design and
	Construction
	Consultant Services - Transit
	Planning
	Feasibility Studies (Consulting)
	Traffic Planning Consulting
Professional Services	Engineering - Architectural
	Engineering - Civil
	Engineering - Environmental
	Engineering - General
	Engineering - Right of Way
	Engineering - Structural
	Engineering - Traffic
	Engineering Drawings
	Environmental - Architectural
	Land Development and
	Planning - Architectural

An on-site/in person pre-proposal conference will be held on May 16, 2024, at 1:00 p.m., at the Authority's Administrative Offices, 500 South Main Street, Orange, California, in Conference Room 07. All prospective Offerors are encouraged to attend the pre-proposal conference.

Participation via teleconference will also be available. Prospective Offerors may join or call-in using the following credentials:

- [Join the meeting now](#)
- Or Call-in Number: 916-550-9867
- Conference ID: 499 713 237#

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.

The Authority has established **July 10, 2024**, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. Seq. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum wage schedules. Offerors must use the current wage schedules applicable at the time the work is in progress.

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

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

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

The prime consultants and all subconsultants awarded a contract as a result of this solicitation shall maintain an appropriate time-keeping system that identifies labor hours expended by project.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS**A. PRE-PROPOSAL CONFERENCE**

An on-site/in person pre-proposal conference will be held on **May 16, 2024**, at 1:00 p.m., at the Authority's Administrative Offices, 500 South Main Street, Orange, California, in Conference Room 07. All prospective Offerors are encouraged to attend the pre-proposal conference.

Participation via teleconference will also be available. Prospective Offerors may join or call-in using the following credentials:

- [Join the meeting now](#)
- Or Call-in Number: 916-550-9867
- Conference ID: 499 713 237#

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.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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.

D. AUTHORITY CONTACT

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

Marjorie Morris Threats, Principal Contract Administrator
 Contracts Administration and Materials Management Department
 600 South Main Street
 P.O. Box 14184
 Orange, CA 92863-1584
 Phone: 714.560. 5552, Fax: 888.404.6282
 Email: mthreats@octa.net

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

E. CLARIFICATIONS**1. Examination of Documents**

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on **May 17, 2024**.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the

date and time specified above:

- (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
- (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
- (3) Facsimile: (888) 404-6282.
- (4) Email: mthreats@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than **May 23, 2024**. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

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

Category:

Professional Consulting

Professional Services

Commodity:

Architectural & Engineering
 Design Consulting
 Consultant Services - General
 Consultant Services – Tolling
 Systems Design and
 Construction
 Consultant Services - Transit
 Planning
 Feasibility Studies (Consulting)
 Traffic Planning Consulting
 Engineering - Architectural
 Engineering - Civil
 Engineering - Environmental
 Engineering - General
 Engineering - Right of Way
 Engineering - Structural
 Engineering - Traffic
 Engineering Drawings
 Environmental - Architectural
 Land Development and
 Planning - Architectural

Inquiries received after 5:00 p.m. on May 17, 2024, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on May 30, 2024**. **The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select “**RFP 4-2171**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract Administrator prior to the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

2. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to

perform the work.

- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying prices for individual tasks specified in the Scope of Work, included in this RFP as Exhibit A.

L. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et seq. The offeror to whom a contract for the work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at the Authority's principal office at 550 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

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 a Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify a 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 will 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

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced, and submitted in 8 1/2" x 11" format. Charts and schedules may be included in 11" x 17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Marjorie Morris Threats, Principal Contract Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, whether the firm is a Disadvantaged Business Enterprise (DBE), contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

- a. Qualifications, Related Experience and References of Offeror

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

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

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

c. Work Plan

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

Offeror to:

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

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

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the AUTHORITY's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit B), 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 B). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by AUTHORITY.

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

4. Cost and Price Proposal

Offerors are asked to submit only the technical qualifications as requested in the RFP. No cost proposal or work hours are to be included in this phase of the RFP process. Upon completion of the initial evaluations and interviews, if conducted, the highest ranked Offeror will be asked to submit a detailed cost proposal and negotiations will commence based on both the cost and technical proposals.

5. Appendices

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

B. FORMS

1. Campaign Contribution Disclosure Form

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. 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 and sent via e-mail to the Contract Administrator.

2. 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 one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

3. Proposal Exceptions and/or Deviations Form

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

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

1. **Qualifications of the Firm** **20%**

Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
2. **Staffing and Project Organization** **40%**

Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
3. **Work Plan** **40%**

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

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established **July 10, 2024**, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the proposal evaluations, 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 (RTP), 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 RTP 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 RTP 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 the RTP 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 CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

Request for Proposals (RFP) 4-2171 - State Route 73 (Bison Avenue to Interstate 405) Multimodal Corridor Feasibility Study

The Orange County Transportation Authority (OCTA) is seeking qualified consultant (hereinafter referred to as the “CONSULTANT”) to develop multimodal improvement concepts for the non-toll segment of State Route 73 (SR 73), between Bison Avenue and Interstate 405 (I-405), and adjacent and intersecting local transportation facilities (hereinafter referred to as the “Project”).

The CONSULTANT will identify and evaluate the feasibility of a set of multimodal design concepts for consideration in a potential subsequent California Department of Transportation (Caltrans) Project Initiation Document (PID). The CONSULTANT shall focus on the following objectives:

- Identify existing and projected operational and multimodal deficiencies.
- Establish Project goals that define the desired outcomes and account for the strategies outlined in the Climate Action Plan for Transportation Infrastructure (CAPTI) and California Transportation Plan (CTP) 2050.
- Address the identified deficiencies through feasible multimodal solutions that can be analyzed with a defined set of performance measures that align with the Project goals.
- Develop preliminary geometric concepts and cost estimates for each of the multimodal design concepts.

PROJECT BACKGROUND

SR 73 is a state highway in Orange County, California that runs for nearly 18 miles. It connects Interstate 5 (I-5) in San Juan Capistrano with Interstate 405 (I-405) in Costa Mesa. Between Bison Avenue and I-5, SR 73 is a toll road operated by the San Joaquin Hills Transportation Corridor Agency (TCA). However, north of Bison Avenue, SR 73 is part of the Corona del Mar Freeway operated by the California Department of Transportation (Caltrans).

SR 73 passes through several cities and communities, such as Laguna Niguel, Aliso Viejo, Laguna Beach, Irvine, and Newport Beach. It also provides access to attractions such as Crystal Cove State Park, University of California, Irvine, and Orange County John Wayne Airport.

OCTA, in cooperation with Caltrans, recently constructed two (2) new express lanes along I-405 in each direction between SR 73 and Interstate 605 (I-605) as part of the I-405 Improvement Project. The project includes a direct I-405/SR 73 express lane connector. Since the opening of the new express lanes in late 2023, increased demand on SR 73 has been observed that may affect operational performance on SR 73 during peak commuting periods. The Orange County Managed Lanes Network Study completed by Caltrans in 2016 identified the north end segment of the SR 73 as a high priority for Express Lane considerations due to its connections to I-405 Express Lanes, SR-55, and the SR 73 toll road. The Express Lanes Network Study completed by OCTA in December 2020 recommended this segment of the SR 73 for Phase 2 express lane implementation.

LIMITATION ON GOVERNMENTAL DECISIONS

Nothing contained in this scope of work permits CONSULTANT's personnel to 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.

STUDY AREA AND SPECIAL CONSIDERATIONS

The Project study area should focus on the non-toll segment of SR 73 corridor between Bison Avenue in the Cities of Irvine and Newport Beach and I-405 in the City of Costa Mesa as well as adjacent and intersecting arterial roadways. The exact limits of the study area should be determined as part of Project development. The current configuration of SR 73 in the Project study area generally consists of 6 to 8 general purpose lanes with auxiliary lanes near interchange merging areas. SR 73 was built with sufficient width in the center median to accommodate an additional lane in each direction.

This Project shall ensure compatibility with the Master Plan of Arterial Highway (MPAH) build out network pertaining to any affected arterial crossings.

The study should build on, and utilize to the extent possible, recent and ongoing corridor and transportation studies, PIDs, Project Approval/Environmental Document (PA/ED), and Plans, Specifications, & Estimate (PS&E) documents completed for improvements that may have an effect on traffic operations for the Project. These include but are not limited to:

- SR 73 Transportation Concept Report
- SR 73 Catalina View Improvement (FTIP ID 10254),
- I-405 Improvement Project between SR 73 and I-605 (FTIP ID ORA030605),
- I-405 South Improvement Project between I-5 and SR-55 (FTIP ID ORA131034),
- SR-55 Improvement Project between I-405 and I-5 (FTIP ID ORA100511),
- Express Lanes Network Study (OCTA),
- Managed Lanes Sketch Study (OCTA); and
- Any additional planning documents/corridor studies for projects in the vicinity of the study area.

The Project should take into consideration any relevant planned improvements by TCA to ensure that there is consistency amongst the respective agencies in terms of planning assumptions.

The Project is expected to be completed within 18 months post contract award.

TASK 1: PROJECT MANAGEMENT

The CONSULTANT Project Manager shall provide overall project tasks and financial management, coordination with OCTA and all stakeholders, and supervision of project staff to ensure the Project meets its objectives, milestones, and deliverable deadlines. This will include, but not be limited to, tracking, managing, and delivery of all project milestones, deliverables, and critical path activities to ensure punctual and integrated production of all Project tasks. The CONSULTANT shall submit a project management plan to OCTA for approval that documents the procedures and processes to manage the scope, quality, costs, and schedule of the study.

A project kick-off meeting shall be held soon after contract execution (Notice to Proceed) to review project objectives and requirements, request information from agencies, establish communication plans and protocols, and address other issues as necessary to ensure successful project initiation. The CONSULTANT shall submit a draft Critical Path Method (CPM) schedule within 10 calendar days following contract execution. Upon approval by OCTA, the schedule will become the Project Baseline Schedule. Thereafter, the CONSULTANT shall submit monthly progress reports to include updates on schedule, work effort, deliverables, key milestones, earned value, and upcoming efforts. The report shall also include any anticipated or ongoing challenges or risks that may affect schedule, scope, and budget.

A project development team (PDT) shall be established. Members of the PDT will be determined in coordination with OCTA and shall include all regulatory stakeholder agencies impacted by the Project. The CONSULTANT shall host regular PDT meetings (typically monthly) and prepare all meeting materials including agendas, PowerPoint presentations, meeting notes, and maintaining an action item list with clear party responsibilities. Focused design team meetings shall be held as necessary to coordinate design activities, review assignments and progress, and identify issues to be resolved. CONSULTANT shall attend internal Committee/Board presentations, external stakeholder meetings, and other public information meetings that may occur, and prepare exhibits and handouts, as needed. Microsoft Teams shall be used for virtual meetings, electronic file transfers, document reviews, and general Project communication between the CONSULTANT and OCTA. In-person meeting(s) may be conducted as required.

Task 1 Deliverables:

- Project Management Plan
- Project Baseline Schedule
- Monthly Progress Reports and Invoices
- Meeting Agendas and Notes
- Presentation Materials (PowerPoint, exhibits, handouts, etc.)

TASK 2: DEFINITION OF TRANSPORTATION PROBLEM AND BASELINE ASSESSMENT

The purpose of this task is to collect data to support the identification of the transportation problems and system deficiencies that exist in the study area.

Task 2.1: Data Collection

The CONSULTANT shall collect data sufficient to support the development and evaluation of Project alternatives and identify needs and constraints. This may include, but not limited to, as-built plans, GIS-level aerial photography, existing roadway geometrics and intersection

configurations, traffic data, accident data, previous planning studies and project development documents, ROW maps, utility and other relevant information. The CONSULTANT shall work with OCTA to obtain any necessary encroachment permits or utility plans from Caltrans, local agencies, and local utility companies and conduct field investigation and visual verification to identify any constraints.

The CONSULTANT shall prepare base maps for the study area depicting relevant land features and facilities. The coordinate system for all geographic data layers shall be California Coordinate System State Plane, Zone VI (FIPS 0406), units = feet, North American Datum 1983. OCTA can provide, under license agreement to the CONSULTANT team, specific transportation centerline files, demographic data sets, and other data as requested. The CONSULTANT shall provide digital aerial photography for the study area. The basemaps shall extend sufficiently to show impacts to adjacent ROW, infrastructures, and communities and shall be utilized in the presentation of alternatives appropriate for the development concept engineering plans.

A comprehensive literature review should be conducted of pertinent recent or ongoing corridor and transportation studies and planning documents, including but not limited to, PID, PA&ED, and PS&E documents. Based on the literature review and field investigation, the CONSULTANT shall identify any potential engineering, environmental, and community constraints. Document the findings in a brief technical memo and GIS maps to be used to guide the development of design concepts in subsequent tasks. Include brief analysis of advantages such as minimize construction duration, traffic impacts, or construction impacts, etc.

The CONSULTANT shall collect sufficient traffic data to adequately:

- Evaluate existing conditions and identify any capacity, operational, and safety deficiencies on relevant transportation facilities within the study area; and
- Perform planning level traffic analysis to evaluate the effectiveness of the proposed improvements and other transportation options.

Traffic data such as traffic volume, speed, queueing, and collisions should first be collected from readily available sources such as OCTA projects and studies, Caltrans Performance Measurement System (PeMS), the Statewide Integrated Traffic Records System (SWITRS), and local jurisdictions. Where existing traffic data is not readily available, the CONSULTANT shall perform traffic counts for the various roadways as needed.

Task 2.2: Existing and Baseline Conditions

The CONSULTANT shall work with OCTA to develop a methodology to identify existing or future baseline traffic operations deficiencies and evaluate the impacts of the proposed design options and Project alternatives. Traffic analysis may be conducted with an array of analytical tools or methodologies including the use of Orange County Transportation Analysis Model (OCTAM), Highway Capacity Manual (HCM), FREEVAL, Highway Capacity Software (HCS), Synchro, microscopic simulation, and/or other methodologies as appropriate. Where applicable, the methodology and evaluation process may consider the use of innovative tools developed by, or available to, the CONSULTANT.

The latest version of OCTAM may be made available upon request to support the development of future forecasted traffic volumes or select-link analysis to identify demand or origin-destination

information for the study area. The CONSULTANT shall work with OCTA to incorporate all relevant elements in OCTAM including any multimodal facilities or services proposed in approved OCTA plans or other plans prepared by stakeholder agencies. Considerations should be given based on currently available information regarding tolling assumptions on SR 73 south of the project limit for the design year. Using the data collected in Task 2.1 and the latest OCTAM, the CONSULTANT shall produce post-processed traffic volumes and traffic analysis for a design year baseline condition, or No Build alternative. CONSULTANT shall also prepare a Traffic Analysis Methodology Memorandum to document the approved data sources, network assumptions, and methodologies for the development of traffic demand forecast and traffic analysis.

A technical memorandum shall be prepared to document existing facilities, related projects, traffic volume for existing and future baseline conditions, and summary of findings from the baseline traffic analysis. The CONSULTANT is encouraged to utilize visual presentation, where appropriate, to demonstrate identified needs or deficiencies such as recurring congestion, collision hotspots, speed heat maps, origin-destination patterns, etc.

Task 2.3: Purpose and Needs

The CONSULTANT shall conduct the necessary technical analysis to establish the Project purpose and needs. To establish Project needs, utilize the data collected under Task 2 to identify the mobility deficiencies in the study area. Identify a range of viable strategies that could potentially address the deficiencies to establish the Project purpose. Where appropriate, concepts included in previous transportation planning and corridor study efforts that may influence traffic operations for the proposed Project shall be incorporated into the analysis. A consensus-building meeting with the PDT shall be conducted to establish the final purpose and need statement.

Task 2 Deliverables:

- Base maps (cut sheets and strip maps for presentation) for the study area depicting relevant land features and infrastructures
- Environmental and Community Constraints/Benefits Memorandum
- Traffic Analysis Methodology Memorandum
- Existing and Baseline Conditions Memorandum
- Purpose and Need Statement
- All electronic data produced and supporting Task 2 shall be provided on electronic media in formats consistent with OCTA software programs

TASK 3: ALTERNATIVES DEVELOPMENT

The purpose of this task is to identify and develop alternatives that address the purpose and need and be carried forward to the PID phase.

Task 3.1: Screening and Evaluation Approach

Establish a screening criteria and evaluation approach to assess the design concepts and alternatives to be developed under Task 3. Consider a range of criteria that would enable the assessment of potential Project impacts and alignment with the Projects purpose and needs. The evaluation criteria may include, but are not limited to, roadway, traffic operations, community and environmental constraints, multimodal consideration, right-of-way, geotechnical requirements, deliverability, safety, vehicle-miles traveled, cost, and equity.

Roadway impacts may encompass impacts to pavement, bridges, walls, drainage, utility, and electrical items. Preliminary identification of environmental impacts may include, but is not limited to, water quality, stormwater runoff, noise and air quality, hazardous materials, cultural resources, community impact, and biological environment. Equity evaluation should consider if the Project impacts will be fairly distributed to affected communities and transportation users.

The proposed screening criteria and evaluation methodology shall be documented in a technical memorandum.

Task 3.2: Design Concepts and Project Alternatives Development

The CONSULTANT shall begin this task by identifying design concepts and operational improvements along SR 73 and surrounding arterial roadways within the Project study area that would address the purpose and needs defined in Task 2. The proposed design concepts and operational improvements shall, at a minimum, consider the following transportation elements:

- One (1) managed lane in each direction.
- Operational and safety improvements including the addition of auxiliary lanes, merging lanes, adaptive ramp metering, ramp widening, Transportation System Management (TSM)/Transportation Demand Management (TDM), and Integrated Corridor Management (ICM) elements.
- Interchange reconstruction or complete street improvements.
- Multimodal improvements on surrounding arterial roadways and/or off-street paths
- Integrated local planned improvements, where applicable.
- Planned or proposed transportation improvements to maintain consistency with interregional mobility.

Each proposed design concept should be supported by a qualitative analysis documented in a fact sheet, with descriptions of design features, potential benefits and issues, any non-standard items, potential funding sources, and planning level construction and right-of-way cost estimate.

Subsequently, the CONSULTANT shall develop and propose a minimum of four (4) corridor-level Project alternatives including a TSM/TDM alternative for further evaluation and refinement in the subsequent tasks. Each alternative may consist of a different combination of selected design options. Alternative development shall be guided by the evaluation framework established in Task 3.1 and consider consistency with other planned improvements on SR 73, SR 55, and I-405.

The proposed alternatives shall be graphically represented in lane schematics and cross sections with depiction of any notable design features, traffic conditions, structure and ROW impacts, and any other constraints.

Task 3.3: Conceptual Geometric Design Development

In this subtask, the CONSULTANT shall prepare conceptual design drawings for the corridor-level alternatives emerged from Task 3.2. The conceptual design layout plans shall be developed as overlays on aerial photographs presenting, but will not be limited to, lane and shoulder widths, over/under-crossings, ramps and interchanges, median barriers, centerline information,

preliminary right-of-way requirements, significant structures, significant and known utility relocations, and any proposed improvements.

The conceptual design drawings shall be developed in U.S. customary system of units to establish constructability, determine non-standard design features, and establish preliminary cost estimates. Conceptual profiles shall be prepared at an appropriate scale to highlight significant design issues and determine constructability. Typical cross-sections shall be prepared at appropriate intervals. Order of magnitude cost estimates shall be developed based on units from typical sections, plans, estimated profiles. Any Highway Design Manual (HDM) design exceptions shall be documented. Findings from shall be presented in a technical memorandum.

Work completed in this task may be shared with the PDT and elected officials for review and input.

Task 3 Deliverables:

- Screening Criteria and Evaluation Methodology Memorandum
- Draft and final design option fact sheets
- Lane schematics and cross-sections for No Build and Project alternatives
- Draft and final typical sections, layout plans, and profiles
- Draft and final technical memorandums presenting the design concepts and cost estimates
- Preparation of supporting presentation materials (e.g., PowerPoint, display boards, handouts, etc.) for elected officials as necessary
- All electronic data produced and supporting Task 3 shall be provided on electronic media in formats consistent with OCTA software programs

TASK 4: ALTERNATIVE ANALYSIS

The purpose of this task is to perform feasibility evaluation of the proposed Project alternatives and provide an updated set of refined alternative concepts to be included in the final feasibility study documentation.

CONSULTANTS are encouraged to propose additional design scope or analysis for this feasibility study that may streamline the advancement of the Project through the PID phase. Any additional items should be addressed as a separate section in the technical response to this RFP.

Task 4.1 Traffic Analysis

Conduct traffic analysis for the proposed alternatives in accordance with the methodology identified under Task 2.2. Technical findings from the traffic analysis shall support the identification of design features and improvements to be included in the recommended Project alternatives. The following shall be considered:

- Identify capacity or operational deficiencies, expected performance, fatal flaws, and/or safety benefits for each proposed alternative.
- Conduct vehicle-miles traveled (VMT) analysis. VMT should be forecasted using the latest version of OCTAM. The VMT forecast data shall be used to provide an initial outlook on VMT impact for each capacity-increasing project alternative.
- Use appropriate analysis methodology to evaluate improvements proposed on different types of roadway facilities addressing all applicable travel modes.

- Identify measures and the associated high-level costs to mitigate adverse impacts as appropriate.

Additional travel demand model runs using OCTAM may be requested to support the development of traffic volume projections for Project alternatives.

A summary of key findings and recommendations shall be documented in a Traffic Analysis Technical Memorandum.

Task 4.2: Refined Geometric and Design Alternatives

The purpose of this task is to refine the alternative concepts from Task 3 and prepare an updated and final set of geometric design plans. Work shall include refinement of conceptual drawings and cost estimates and development of preliminary right-of-way requirements.

Based on the plans developed, the CONSULTANT shall prepare preliminary support and construction cost estimates. Capital costs shall be identified for individual categories such as roadway, interchanges, structures, utility relocation, walls, drainage, ITS, traffic handling, supplemental work, and contingencies. Conceptual right-of-way costs shall include a preliminary estimate of impacted properties consisting of a tabular summary of impacted properties by type.

Task 4.3: Financial Analysis

Perform a high-level financial feasibility analysis including the following considerations:

- For alternative(s) with express lane additions, develop preliminary assumptions of a tolling policy and high-level concept of operations based on the existing operations for the I-405 and SR-91 express lane operations.
- Provide "Level 1" traffic and revenue projections to support the determination of financial feasibility.
- The financial feasibility analysis should include capital costs, operations and maintenance costs, revenue projections, and rate of return on investment.
- Identify potential funding sources for the proposed alternatives.

The findings from this task shall be documented in a Financial Analysis Technical Memorandum.

Task 4.4: Equity Analysis

Perform an equity analysis to assess the distribution of the Project impacts (both benefits and costs) to the affected communities, demographics, and transportation system users. Evaluation factors may consider affordability and accessibility of the proposed improvements, distribution of external impacts to priority equity communities, and inclusivity of multimodal transport system choices. Findings from this task shall be summarized in an Equity Analysis Memorandum.

Task 4.5: Alternatives Evaluation

The CONSULTANT shall build on the methodology developed under Task 3.1 and conduct a comprehensive feasibility evaluation of the refined Project alternatives.

In addition to the focus analyses completed in Tasks 4.1 through 4.4, the CONSULTANT shall consolidate and summarize preliminary assessment of the Project alternatives as related to potential environmental and community constraints, geotechnical requirements, right-of-way impacts, utility relocations, and any other considerations pertinent to the proposed alternatives.

The findings from this task shall be documented in an Alternative Evaluation Technical Memorandum.

Task 4 Deliverables:

- Traffic Analysis Technical Memorandum
- Draft and final typical sections, plans, and profiles
- Draft and final capital and right-of-way cost estimates
- Financial Analysis Technical Memorandum
- Equity Analysis Memorandum
- Alternative Evaluation Technical Memorandum
- All electronic data produced and supporting Task 4 shall be provided on electronic media in formats consistent with OCTA software programs

TASK 5: RECOMMENDATIONS AND FEASIBILITY STUDY REPORT

The CONSULTANT shall deliver a feasibility report combining the outputs from all Project tasks. A summary fact sheet shall be prepared highlighting findings and recommendations for the entire study. The report should summarize the assessment results and provide recommendations or risk assessments outlining assumptions for which the alternative concepts are to proceed into the next phase of the project development process. Include preliminary cost estimates and delivery schedule for all alternatives recommended for project development advancement.

A draft report shall be submitted to the PDT and potentially for elected officials for review and comment, and pertinent comments addressed in preparation of the final report.

Task 5 Deliverables:

- Draft and Final Feasibility Study Report
- All electronic data shall be provided on electronic media in formats consistent with OCTA software programs

END OF SCOPE OF WORK

EXHIBIT B: PROPOSED AGREEMENT

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PROPOSED AGREEMENT NO. C- 4-2171

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 a State Route 73
(Bison Avenue to Interstate 405) Multimodal Corridor Feasibility Study; 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; and

WHEREAS, the AUTHORITY's Board of Directors approved this Agreement on _____;

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
the agreement between AUTHORITY and CONSULTANT and it supersedes all prior representations,
understandings and communications. The invalidity in whole or in part of any term or condition of this
Agreement shall not affect the validity of other terms or conditions.

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

Names

Functions

C. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the services of any key person become no longer available to CONSULTANT, the resume and

qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless CONSULTANT is not provided with such notice by the departing employee. AUTHORITY shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

ARTICLE 4. TERM OF AGREEMENT

This Agreement shall commence upon the effective date of this Agreement, and shall continue in full force and effect through____, unless earlier terminated or extended as provided in this Agreement.

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 Management	\$____.00
2	Definition of Transportation Problem and Baseline Assessment	\$____.00
3	Alternatives Development	\$____.00
4	Alternative Analysis	\$____.00
5	Recommendations and Feasibility Study Report	\$____.00
	TOTAL FIRM FIXED PRICE (LUMP SUM) PAYMENT	\$____.00

C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Percentage of work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to

1 make full payment for any task listed in paragraph B of this Article until such time as CONSULTANT has
2 documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed all work required
3 under the task. AUTHORITY's payment in full for any task completed shall not constitute AUTHORITY's
4 final acceptance of CONSULTANT's work under such task; final acceptance shall occur only when
5 AUTHORITY's release of the retention described in paragraph D.

6 D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations
7 under this Agreement, AUTHORITY shall retain percent (**10 %**) of the amount of each invoice submitted
8 for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and shall be paid
9 to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless AUTHORITY elects
10 to audit CONSULTANT's records in accordance with Article 16 of this Agreement. If AUTHORITY elects
11 to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of completion of
12 such audit in an amount reflecting any adjustment required by such audit. During the term of the
13 Agreement, at its sole discretion, AUTHORITY reserves the right to release all or a portion of the retained
14 amount based on CONSULTANT's satisfactory completion of certain milestones. CONSULTANT shall
15 invoice AUTHORITY for the release of the retention in accordance with Article 5.

16 E. 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. Each invoice
19 shall be accompanied by the monthly progress report specified in paragraph C of this Article.
20 AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each
21 invoice. Each invoice shall include the following information:

- 22 1. Agreement No. C- 4-2171;
- 23 2. Specify the task number for which payment is being requested;
- 24 3. The time period covered by the invoice;
- 25 4. Total monthly invoice (including project-to-date cumulative invoice amount); and
26 retention;

1 5. Monthly Progress Report;

2 6. Weekly certified payroll for personnel subject to prevailing wage requirements;

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

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

13 **ARTICLE 6. MAXIMUM OBLIGATION**

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

19 **ARTICLE 7. NOTICES**

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

24 To CONSULTANT:

 To AUTHORITY:

 Orange County Transportation Authority

 550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Marjorie Morris-Threats

Title:

Title: Principal Contract Administrator

Phone:

Phone: (714) 560 - 5552

Email:

Email: mthreats@octa.net

Copy: Kristin Tso, Project Manager

Phone: (714) 560-5735

Email: ktso@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

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 1. Commercial General Liability, to include Products/Completed Operations,
2 Independent Contractors', Contractual Liability, Advertising (if applicable to Scope of Work) and Personal
3 Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence, \$2,000,000
4 general aggregate and \$2,000,000 Products/Completed Operations aggregate;

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

7 3. Workers' Compensation with limits as required by the State of California including a
8 Waiver of Subrogation in favor of AUTHORITY, its officers, directors and employees; and

9 4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy
10 limit-disease, and \$1,000,000 policy limit employee-disease.

11 5. Professional Liability with minimum limits of \$1,000,000 only if the CONSULTANT is
12 required by contract or law to be licensed or specially certified and AUTHORITY is relying on performance
13 based on that specialty license or certification.

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

22 C. CONSULTANT shall include on the face of the certificate of insurance the Agreement Number
23 C- 4-2171 and, the Contract Administrator's Name, Marjorie Morris-Threats.

24 D. CONSULTANT shall also include in each subcontract, the stipulation that subconsultants shall
25 maintain insurance coverage in the amounts required of CONSULTANT as provided in the Agreement.
26 Subconsultants will be required to include AUTHORITY as additional insureds on the Commercial

1 General Liability, and Auto Liability insurance policies.

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

4 **ARTICLE 10. ORDER OF PRECEDENCE**

5 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
6 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 4-2171; (3)
7 CONSULTANT's technical proposal dated , CONSULTANT's cost proposal dated , and (4) all other
8 documents, if any, cited herein or incorporated by reference.

9 **ARTICLE 11. CHANGES**

10 A. By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
11 make changes in the general scope of this Agreement, including, but not limited to, the services furnished
12 to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work suspension or
13 change causes an increase or decrease in the price of this Agreement or in the time required for its
14 performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its claim for
15 adjustment within ten (10) calendar days after the change or work suspension is ordered, and an
16 equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT
17 from proceeding immediately with the Agreement as changed.

18 B. CONSULTANT shall only commence work covered by an amendment after the amendment
19 is executed by AUTHORITY.

20 **ARTICLE 12. DISPUTES**

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

1 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with
2 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
3 CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any
4 AUTHORITY official or representative on a question of law, which questions shall be settled in
5 accordance with the laws of the State of California.

6 **ARTICLE 13. TERMINATION**

7 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part,
8 by giving CONSULTANT written notice thereof. Upon said notice, AUTHORITY shall pay CONSULTANT
9 its allowable costs incurred to date of termination and those allowable costs determined by AUTHORITY
10 to be reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further
11 claims against AUTHORITY under this Agreement.

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

22 **ARTICLE 14. INDEMNIFICATION**

23 A. CONSULTANT shall indemnify, defend and hold harmless AUTHORITY, its
24 officers, directors, employees and agents (indemnities) from and against any and all claims (including
25 attorneys' fees and reasonable expenses for litigation or settlement) for any loss or
26 damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent

acts, omissions or willful misconduct by CONSULTANT, its officers, directors, employees, agents, subconsultants or suppliers in connection with or arising out of the performance of this Agreement.

B. "Notwithstanding the foregoing, to the extent that CONSULTANT'S duty to indemnify arises out of a claim to which Civil Code section 2782.8 would apply, CONSULTANT shall indemnify and defend the Indemnitees to the maximum extent permitted by Civil Code section 2782.8."

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

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

<u>Subcontractor Name/Address</u>	<u>Subcontractor Amounts</u>
1.	.00
2.	.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

CONSULTANT shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONSULTANT's accounting books, records, work data, documents and facilities, as AUTHORITY deems

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

8 **ARTICLE 17. FEDERAL, STATE AND LOCAL LAWS**

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

12 **ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY**

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

20 **ARTICLE 19. PROHIBITED INTERESTS**

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

24 **ARTICLE 20. OWNERSHIP OF REPORTS AND DOCUMENTS**

25 A. The originals of all letters, documents, reports and other products and data produced under
26 this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made

1 for CONSULTANT's records but shall not be furnished to others without written authorization from
2 AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein
3 shall be retained by AUTHORITY.

4 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
5 descriptions, and all other written information submitted to CONSULTANT in connection with the
6 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any
7 purposes other than the performance for this project, nor be disclosed to an entity not connected with the
8 performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding such
9 material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or becomes
10 generally known to the related industry shall be deemed confidential. CONSULTANT shall not use
11 AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any
12 professional publication, magazine, trade paper, newspaper, seminar or other medium without the
13 express written consent of AUTHORITY.

14 C. No copies, sketches, computer graphics or graphs, including graphic art work, are to be
15 released by CONSULTANT to any other person or agency except after prior written approval by
16 AUTHORITY, except as necessary for the performance of services under this Agreement. All press
17 releases, including graphic display information to be published in newspapers, magazines, etc., are to be
18 handled only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.

19 **ARTICLE 21. PATENT AND COPYRIGHT INFRINGEMENT**

20 A. In lieu of any other warranty by AUTHORITY or CONSULTANT against patent or copyright
21 infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim
22 or suit against AUTHORITY on account of any allegation that any item furnished under this Agreement
23 or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any
24 presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages
25 finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of
26 the suit or claim and given authority, information and assistance at CONSULTANT's expense for the

1 defense of same. However, CONSULTANT will not indemnify AUTHORITY if the suit or claim results
2 from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form infringes
3 upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination
4 with other material not provided by CONSULTANT when such use in combination infringes upon an
5 existing U.S. letters patent or copyright.

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

14 **ARTICLE 22. DESIGN WITHIN FUNDING LIMITATIONS**

15 A. In order to ensure the accuracy of the construction budget for the benefit of the public works
16 bidders and AUTHORITY's budget process, CONSULTANT shall accomplish the design services
17 required under this Agreement so as to permit the award of a contract, for the construction of the facilities
18 designed at a price that does not exceed the estimated construction contract price as set forth by
19 AUTHORITY. When bids or proposals for the construction contract are received that exceed the
20 estimated price, CONSULTANT shall perform such redesign and other services as are necessary to
21 permit contract award within the funding limitation. These additional services shall be performed at no
22 increase in the price for which the services were specified. However, CONSULTANT shall not be required
23 to perform such additional services at no cost to AUTHORITY if the unfavorable bids or proposals are the
24 result of conditions beyond its reasonable control.

25 B. CONSULTANT will promptly advise AUTHORITY if it finds that the project being designed will
26 exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these

1 limitations. Upon receipt of such information, AUTHORITY will review CONSULTANT's revised estimate
2 of construction cost. AUTHORITY may, if it determines that the estimated construction contract price is
3 so low that award of a construction contract not in excess of such estimate is improbable, authorize a
4 change in scope or materials as required to reduce the estimated construction cost to an amount within
5 the estimated construction contract price set forth by AUTHORITY, or AUTHORITY may adjust such
6 estimated construction contract price. When bids or proposals are not solicited or are unreasonably
7 delayed, AUTHORITY shall prepare an estimate of constructing the design submitted and such estimate
8 shall be used in lieu of bids or proposals to determine compliance within the funding limitation.

9 **ARTICLE 23. REQUIREMENTS FOR REGISTRATION OF DESIGNERS**

10 All design and engineering work furnished by CONSULTANT shall be performed by or under the
11 supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in the
12 State of California, by personnel who are careful, skilled, experienced and competent in their respective
13 trades or professions, who are professionally qualified to perform the work in accordance with the contract
14 documents and who shall assume professional responsibility for the accuracy and completeness of the
15 design documents and construction documents prepared or checked by them.

16 **ARTICLE 24. FINISHED AND PRELIMINARY DATA**

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

25 B. It is expressly understood that any title to preliminary technical data is not passed to
26 AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations,

1 software design documents, layouts and comprehensives prepared by CONSULTANT solely for the
2 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given
3 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
4 AUTHORITY if CONSULTANT causes AUTHORITY to exercise ARTICLE 11, and a price shall be
5 negotiated for all preliminary data.

6 **ARTICLE 25. GENERAL WAGE RATES**

7 A. CONSULTANT warrants that all mechanics, laborers, journeypersons, workpersons,
8 craftspersons or apprentices employed by CONSULTANT or subcontractor at any tier for any work
9 hereunder, shall be paid unconditionally and not less often than once a week and without any subsequent
10 deduction or rebate on any account (except such payroll deductions as are permitted or required by
11 federal, state or local law, regulation or ordinance), the full amounts due at the time of payment, computed
12 at a wage rate and per diem rate not less than the aggregate of the highest of the two basic hourly rates
13 and rates of payments, contributions or costs for any fringe benefits contained in the current general
14 prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial
15 Relations of the State of California, (as set forth in the Labor Code of the State of California, commencing
16 at Section 1770 et. seq.), or as established by the Secretary of Labor (as set forth in Davis-Bacon Act, 40
17 U.S.C. 267a, et. seq.), regardless of any contractual relationship which may be alleged to exist between
18 CONSULTANT or subcontractor and their respective mechanics, laborers, journeypersons, workpersons,
19 craftspersons or apprentices. Copies of the current General Prevailing Wage Determinations and Per
20 Diem Rates are on file at AUTHORITY's offices and will be made available to CONSULTANT upon
21 request. CONSULTANT shall post a copy thereof at each job site at which work hereunder is performed.

22 B. In addition to the foregoing, CONSULTANT agrees to comply with all other provisions of the
23 Labor Code of the State of California, which is incorporated herein by reference, pertaining to workers
24 performing work hereunder including, but not limited to, those provisions for work hours, payroll records
25 and apprenticeship employment and regulation program. CONSULTANT agrees to insert or cause to be
26 inserted the preceding clause in all subcontracts which provide for workers to perform work hereunder

1 regardless of the subcontractor tier.

2 **ARTICLE 26. CONTRACTOR PURCHASED EQUIPMENT**

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

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

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

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

21 **ARTICLE 27. CONFLICT OF INTEREST**

22 A. CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict
23 of interest means that due to other activities, relationships or contracts, the CONSULTANT is unable, or
24 potentially unable to render impartial assistance or advice to the AUTHORITY; CONSULTANT's
25 objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the
26 CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose to the

1 AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONSULTANT. All
2 disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This
3 disclosure requirement is for the entire term of this Agreement.

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

9 **ARTICLE 28. CODE OF CONDUCT**

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

13 **ARTICLE 29. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

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

ARTICLE 30. HEALTH AND SAFETY REQUIREMENTS

CONSULTANT shall comply with all the requirements set forth in EXHIBIT D, Level 1 SAFETY SPECIFICATIONS. As used therein, "Contractor" shall mean "Consultant," and "Subcontractor" shall mean "Sub-consultant."

ARTICLE 31. 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 32. 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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ORANGE COUNTY TRANSPORTATION AUTHORITY

EXHIBIT C: FORMS

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

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

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

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

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

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

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Tam Nguyen, Chair
Doug Chaffee, Vice Chair
Ashleigh Aiken, Director
Valerie Amezcua, Director
Andrew Do, Director
Jon Dumitru, Director
Jamey Federico, Director
Katrina Foley, Director
Patrick Harper, Director
Michael Hennessey, Director
Fred Jung, Director
Farrah Khan, Director
Stephanie Klopfenstein, Director
Vicente Sarmiento, Director
John Stephens, Director
Donald Wagner, Director

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

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

Name

Signature

Title

Date

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority’s technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit B). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No._____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

EXHIBIT D: SAFETY SPECIFICATION

LEVEL 1 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, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts 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 cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental 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 planned and performed, and safe conditions shall be maintained during this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

1.2 REGULATORY

- A. Injury/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.

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- B. 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.
- C. Heat Illness Prevention Program
Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- D. Hazard Communication Program
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 chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
 - a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.
- E. Storm Water Pollution Prevention Plan
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.

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 projects or property.
 - 4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

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- 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 an initial written incident investigation report shall be submitted to the 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, Photos of the existing conditions and area of the injury/incident, 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.

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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 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. 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.
- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 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. OCTA Yard Safety Rules

END OF SECTION