

REQUEST FOR PROPOSALS (RFP) 4-2610

**ON-CALL ARCHITECTURAL AND
ENGINEERING DESIGN AND
CONSTRUCTION SUPPORT SERVICES
FOR TRANSIT FACILITY PROJECTS**



ORANGE COUNTY TRANSPORTATION AUTHORITY

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

Key RFP Dates

Issue Date:	January 13, 2025
Pre-Proposal Conference Date:	January 21, 2025
Question Submittal Date:	January 24, 2025
Proposal Submittal Date:	February 12, 2025
Interview Date:	March 24, 2025

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January 13, 2025

NOTICE OF REQUEST FOR PROPOSALS

RFP 4-2610: “ON-CALL ARCHITECTURAL AND ENGINEERING DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR TRANSIT FACILITY PROJECTS”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants for on-call architectural and engineering design and construction support services for transit facility projects. Typical facility projects include repair and/or installation of bus hoists, elevators, heating ventilation and air conditioning systems, parking lot concrete and asphalt pavement and striping, roof replacement, zero emission bus fueling systems, and facility modifications for compliance with the Americans with Disabilities Act.

Prohibition

To prevent potential conflicts of interest, the prime consultant and all subconsultants (at any tier) currently under contract with the Authority to provide on-call construction management and engineering technical support for transit facility projects are precluded from participating in this solicitation. Offerors are advised that the evaluation of team composition with regards to conflicts of interest will be done on a case by case basis.

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 February 12, 2025**. 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 4-2610**” 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.

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<u>Category:</u>	<u>Commodity:</u>
Professional Consulting	Architectural & Engineering
	Design Consulting
	Consultant Services - General
Professional Services	Buildings - Architectural Design
	Engineering - Architectural
	Engineering - Civil
	Engineering - General
	Engineering - Mechanical
	Engineering - Structural
	Landscape Architectural

An on-site/in person pre-proposal conference will be held on January 21, 2025, at 9:00 a.m. at the Authority’s Administrative Office, 550 South Main Street, Orange, California 92868, 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:

- [Microsoft Teams link](#)
- OR Call-in Number: (916) 550-9867
- Phone conference ID: 772 762 582#

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 March 24, 2025, 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

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SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

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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:

Sonja Gettel, Senior Contract Administrator
Orange County Transportation Authority
Contracts Administration and Materials Management Department
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: (714) 560-5562
Email: sgettel@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no 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 E.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on January 24, 2025.
- 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: sgettel@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than January 30, 2025. 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:

<u>Category:</u>	<u>Commodity:</u>
Professional Consulting	Architectural & Engineering
	Design Consulting
	Consultant Services - General
Professional Services	Buildings - Architectural Design
	Engineering - Architectural
	Engineering - Civil
	Engineering - General
	Engineering - Mechanical
	Engineering - Structural
	Landscape Architectural

Inquiries received after 5:00 p.m. on January 24, 2025, 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 February 12, 2025. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

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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

Authority anticipates multiple awards, if awarded, with the issuance of "as-needed" firm-fixed price contract task orders (CTOs), assigned on a rotational basis based upon each firm's final ranking established during the evaluation process. There is no guaranteed level of usage.

It is anticipated that the Agreement(s) resulting from this solicitation, if awarded, will be with fully burdened labor rates and anticipated other direct expenses, fixed for the term of the Agreement, and applied to each CTO submitted in response to a site specific statement of work, as outlined in Exhibit A, Scope of Work.

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 600 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.

Q. PROHIBITION

1. To prevent potential conflicts of interest, the prime consultant and all subconsultants (at any tier) currently under contract to provide on-call construction management and engineering technical support for transit facility projects are precluded from participation in this solicitation. Conflict of interest will be evaluated on a case by case basis.
2. Prime consultants and subconsultants (at any tier) issued site specific CTOs as a result of this solicitation will be precluded from participating in any construction contract resulting from that CTO.

SECTION II: PROPOSAL CONTENT

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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 Sonja Gettel, Senior Contract Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, whether the firm is a Disadvantaged Business Enterprise (DBE), contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 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 CTO's objectives and overall schedule.
- (2) Describe the process for responding to assigned CTO requests for proposals. Include a workflow chart detailing the process from receipt of CTO RFP, to submittal of the technical and cost proposal. Specify who will perform each process activity.
- (3) Outline sequentially the activities that would be undertaken in completing the design and construction support services for assigned CTO's and specify who would perform them.

- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (5) Identify policies and procedures that Offeror will use to ensure safety requirements are met.
- (6) Identify any special issues or problems that are likely to be encountered for this work and how the Offeror would propose to address them.
- (7) 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 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 Transit Committee on June 12, 2025 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 35%**

 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 25%**

 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 March 24, 2025, 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 Transit Committee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Transit 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 Transit Committee.

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

Offeror acknowledges that the Authority's Board of Directors reserves the right to award this contract in its sole and absolute discretion to any Offeror to this RFP regardless of the evaluation committee's recommendation or recommendation of a Transit 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
FOR
On-Call Architectural and Engineering Design and
Construction Support Services for Transit Facility Projects**

1.0 PROJECT BACKGROUND

The Orange County Transportation Authority (OCTA or AUTHORITY) owns, operates, and maintains five maintenance and operations bus base facilities, one each in the cities of Anaheim, Garden Grove, and Santa Ana, and two in the city of Irvine. Additionally, OCTA owns and maintains five transportation centers and two park-and-ride facilities throughout Orange County. Refer to Attachment A – OCTA Transit Facilities for OCTA bus bases, transportation centers, and park-and-ride facilities information.

The AUTHORITY is requesting proposals from the Consultant for architectural and engineering design and support services for transit facilities projects, including capital improvements, capital maintenance, facility modifications, and all other projects as required by OCTA. The selected firm(s) (CONSULTANT) shall design facility projects and provide required support services on an on-call as-needed basis by OCTA with no guaranteed level of usage. Refer to Attachment B for Typical Transit Facility Projects.

All services performed shall be in accordance with the Agreement between the CONSULTANT and OCTA. Each project may be executed under a Contract Task Order (CTO) issued by OCTA. The CTO may include OCTA's request for proposal along with a project specific Statement of Work for architectural and engineering design and support services for transit facility projects. Refer to Attachment C – CTO Statement of Work.

Each project CTO will be completed in three phases:

1. Design Phase
2. Bidding and Award of Contract Phase
3. Construction Monitoring Phase

The size of a project, the materials and type of construction are dependent upon availability of funds. CONSULTANT shall exercise their best professional judgment in determining the balance between the size of a project and the type and quality of construction to achieve a satisfactory solution within the limitation of the specified project construction cost.

2.0 DEFINITIONS

As used throughout this Scope of Work/CTO Statement of Work the following terms shall have the meanings set forth below:

- 2.1. "BOARD" shall be the Board of Directors of the ORANGE COUNTY TRANSPORTATION AUTHORITY.
- 2.2. "WORK" shall mean the work performed or to be performed and services rendered by CONSULTANT, in accordance with the provisions hereof.
- 2.3. "PROJECT" shall mean design and required support services for OCTA facility project that CONSULTANT is requested to provide services for under the agreement. CONSULTANT shall provide architectural and engineering design services to design PROJECT as well as provide required support services as described herein.
- 2.4. "PROJECT CONSTRUCTION COST" (PCC) means the Total Construction Cost of the PROJECT as designed or specified by CONSULTANT, and as defined in Paragraph 2.3. The estimated PCC will be provided to CONSULTANT at the beginning of PROJECT as the available funds for PROJECT. CONSULTANT is responsible to provide cost estimate during design phase. CONSULTANT's cost estimate, if in excess of OCTA's available funds, will require OCTA's written approval.
- 2.5. "PROJECT MANAGER" means the Chief Executive Officer of OCTA acting either directly or through properly authorized agents or representatives acting within the scope of particular duties entrusted to them.
- 2.6. "CONTRACTOR" or "GENERAL CONTRACTOR" means the person or persons, firm, partnership, corporation, or combination thereof, private or municipal who have entered into contract with OCTA, to perform construction services as it applies to the work identified herein.
- 2.7. "AUTHORITIES HAVING JURISDICTION" (AHJ) shall mean the local City and agencies having jurisdiction over PROJECT.
- 2.8. Deliverable document types:
 - Microsoft Word (Word)
 - Microsoft Excel (Excel)
 - Portable Document Format (PDF)
 - AutoCAD (CAD or DWG)

ATTACHMENT A – OCTA TRANSIT FACILITIES

Anaheim Maintenance & Operation Base

Address: 1717 E. Via Burton, Anaheim, CA 92806

Constructed: 1983

Garden Grove Maintenance & Operation Base

Addresses: 11800 Woodbury Road, Garden Grove, CA 92843

11790 Cardinal Circle, Garden Grove, CA 92843

Constructed: 1977

Garden Grove Annex

Address: 11800 Woodbury Road, Garden Grove, CA 92843

Constructed: 1987, Interior Renovation in 1997.

Irvine Sand Canyon Maintenance & Operation Base

Address: 14736 Sand Canyon Road, Irvine, CA 92618

Constructed: Phase I completed: 1976

Phase II completed: 1981

Irvine Construction Circle Maintenance & Operation Base

Address: 16281 Construction Circle West, Irvine, CA 92606

Constructed: 2000

Santa Ana Maintenance & Operation Base

Address: 4301 W. MacArthur Blvd., Santa Ana, CA 92704

Constructed: 2005

Golden West Transportation Center

Address: 7301 Center, Huntington Beach, CA 92803

Constructed: 1994

Golden West Transportation Center – Additional Parking Lot

Address: 7401 Center, Huntington Beach, CA 92803

Constructed: 2016

Fullerton Transportation Center

Address: 123 South Pomona, Fullerton, CA 92833.

Constructed: 1983

Laguna Beach Transportation Center

Address: 375 Broadway, Laguna Beach, CA 92651

Constructed: 1958

Laguna Hills Transportation Center

Address: 24282 Calle De Los Caballeros, Laguna Hills, CA 92653

Constructed: 1988

Newport Transportation Center

Address: 1550 Avocado, Newport Beach, CA 92660

Constructed: 1991

Brea Park-and-Ride

Address: Lambert Road & 57 Freeway, CA

Constructed: 1989

Fullerton Park-and-Ride

Address: 3000 West Orangethorpe Ave. Fullerton, CA 92833

Constructed: Phase I completed Dec. 1974

Phase II completed Feb. 1981

ATTACHMENT B – TYPICAL TRANSIT FACILITY PROJECTS

The anticipated types and sizes of transit facility projects CONSULTANTS may handle over the course of the contract include:

1. Typical facility projects at bus maintenance and operation facilities:

- Heating and ventilation unit replacement (\$400,000 - \$600,000).
- Heating ventilation and air conditioning unit replacement (\$400,000 - \$600,000).
- Pavement replacement/repair (\$500,000 - \$2 Millions).
- Bus yard striping and marking (\$100,000 - \$200,000).
- Building roof replacement. (\$100,000 - \$400,000).
- Removal of Underground storage tanks (\$1.5 Million).
- Video surveillance systems (\$500,000 to \$1 Million).
- Design/build hydrogen fueling station (\$6 Million).
- Hydrogen gas detection systems (\$500,000 - \$1 Million).
- Facility modifications/improvements (\$500,000 - \$1 Million).

2. Typical facility projects at transportation centers:

- Parking striping and marking (\$100,000 - \$200,000).
- Pavement repair/replacement (\$200,000 - \$400,000).
- ADA compliance (\$100,000 - \$200,000).
- Bridge Repair (\$200,000 - \$300,000).
- Building/canopy repair (\$100,000 - \$2 Million).
- Facility modifications/improvements (\$100,000 - \$1 Million).

3. Typical facility projects at park-and-ride facilities:

- Parking striping and marking (\$100,000 - \$200,000).
- Pavement repair/replacement (\$200,000 - \$400,000).
- ADA compliance (\$300,000 - \$600,000).
- Building/canopy repair (\$200,000 - \$400,000).
- Facility modifications/improvements (\$100,000 - \$1 Million).

4. Others:

- Facility condition assessment at all OCTA facilities (\$100,000 - \$200,000).
- Other new capital improvement and capital maintenance projects as assigned.

ATTACHMENT C – CTO STATEMENT OF WORK

**STATEMENT OF WORK
FOR
{PROJECT NAME} AT {PROJECT LOCATION}**

1.0 PROJECT BACKGROUND

The Orange County Transportation Authority (OCTA or AUTHORITY) owns, operates, and maintains *{project property names and locations}*. *{Brief background of project need}*

The AUTHORITY is requesting proposals from the Consultant for architectural and engineering design and support services for *{project name}*.

All services performed shall be in accordance with Agreement No. C-X-XXXX between the CONSULTANT and OCTA, this Contract Task Order (CTO) and OCTA's CTO request for on-call architectural and engineering services.

Project will be completed in three phases:

1. Design Phase
2. Bidding and Award of Contract Phase
3. Construction Monitoring Phase

2.0 STATEMENT OF WORK DEFINITIONS

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

- 2.1. "BOARD" shall be the Board of Directors of the ORANGE COUNTY TRANSPORTATION AUTHORITY.
- 2.2. "WORK" shall mean the work performed or to be performed and services rendered by CONSULTANT, in accordance with the provisions hereof.
- 2.3. "PROJECT" shall mean design and construction services for *{project name}* at *{project locations}*. CONSULTANT shall provide architectural and engineering design services to design PROJECT as well as provide required support services as described herein this SOW.
- 2.4. "PROJECT CONSTRUCTION COST" (PCC) as used in this Agreement means the Total Construction Cost of the PROJECT as designed or specified by CONSULTANT, and as defined in Paragraph 2.3. The estimated PCC is \$XXX,XXX. CONSULTANT's cost estimate, if in excess of this amount, will require OCTA's written approval. The size of a project, the materials and type of construction are dependent upon availability of funds. CONSULTANT shall exercise their best professional judgment in determining the balance between the size of a project and

the type and quality of construction to achieve a satisfactory solution within the limitation of the specified project construction cost.

- 2.5. "PROJECT MANAGER" as used in this CTO means the Chief Executive Officer of OCTA acting either directly or through properly authorized agents or representatives acting within the scope of particular duties entrusted to them.
- 2.6. "CONTRACTOR" or "GENERAL CONTRACTOR" as used in this CTO means the person or persons, firm, partnership, corporation, or combination thereof, private or municipal who have entered into contract with OCTA, to perform construction services as it applies to the work identified herein.
- 2.7. "AUTHORITIES HAVING JURISDICTION" (AHJ) shall mean the local City and agencies having jurisdiction over PROJECT.
- 2.8. Deliverable document types:
 - Microsoft Word (Word)
 - Microsoft Excel (Excel)
 - Portable Document Format (PDF)
 - AutoCAD (CAD or DWG)

3.0 PROJECT REQUIREMENTS

3.1. CONSULTANT RESPONSIBILITIES

- 3.1.1. CONSULTANT shall be responsible for the design and construction documents of PROJECT including preliminary and final plans, specifications, and cost estimates. OCTA's review, comments, and approval shall not relieve CONSULTANT from their responsibilities on their design and professional practices.

CONSULTANT shall be responsible for obtaining all required approvals from AHJ. Preparation of construction documents for PROJECT shall include, but shall not be limited to architectural, civil, structural, mechanical, electrical, plumbing, control systems, and other disciplines required. CONSULTANT shall consider the following criteria for the design of the systems:

- 1) CONSULTANT shall review all existing record drawings since project property was constructed.
- 2) CONSULTANT shall review the SOW and conduct a site visit to field verify existing conditions, dimensions, and site configurations that will affect or be affected by construction activities. CONSULTANT field verifications may include nondestructive and destructive testing to accurately verify existing field conditions that may affect the design. CONSULTANT shall inform OCTA of any destructive testing services necessary to complete the design of the system.

- 3) *{Project specific requirements}*
 - 4) *{Project specific requirements}*
 - 5) CONSULTANT shall coordinate with OCTA and obtain required plan check approval ready for construction permit issuance from AHJ. CONSULTANT shall submit to OCTA a copy of all submittals to AHJ and shall include OCTA in all communications between CONSULTANT and AHJ.
 - 6) CONSULTANT shall perform all work under this SOW within OCTA's property. Encroaching to adjacent private or government-owned properties without approved encroachment permits is strictly prohibited.
 - 7) Construction work may be required in construction phases. CONTRACTOR shall complete each phase before starting the next phase. Sequence for construction phases shall be shown on the CONSULTANT's design drawings.
 - 8) OCTA transit facilities shall remain operational during construction. If any closure is required for construction of PROJECT, CONSULTANT shall coordinate with OCTA during design phase and obtain acceptance from OCTA in writing on specifying construction phases for PROJECT. Installation and maintenance of temporary fencing may be required around the construction area during each construction phase.
 - 9) CONSULTANT's cost estimates shall show quantities, unit costs, and total costs of labor, equipment, and materials required for construction of PROJECT. Labor rates in the CONSULTANT's project construction cost estimates required for PROJECT shall be based on the higher of California Department of Industrial Relations prevailing wage labor rates for public work projects located in Southern California and Orange County, or the U.S. Department of Labor Prevailing Wage Rates.
 - 10) CONSULTANT shall prepare a Study Report that includes their design approach, any and all recommended repairs, improvements, and modifications to the existing facility elements for construction of PROJECT as required in PROJECT SOW. The Study Report shall be submitted with the schematic design.
- 3.1.2. CONSULTANT shall provide OCTA with plans, specifications, and a cost estimate at the completion of the various design phases of the project, beginning with the Study Report and Schematic Design Phase (25%), the Design Development Phase (60%), Construction Document Development Phase (90%), and Final Construction Development Phase (100%) submittals. See Section 3.2 Design Phase and Section 3.6. Deliverables.
- 3.1.3. CONSULTANT shall be responsible to perform all work required in Bidding and Award of Contract phase and Construction Monitoring phase. See Section 3.4. Bidding and Award of Contract Phase and Section 3.5. Construction Monitoring Phase.

3.2. DESIGN PHASE

3.2.1. STUDY AND SCHEMATIC DESIGN PHASE (25%)

- 3.2.1.1. CONSULTANT shall review OCTA's SOW and conduct an evaluation of the existing site conditions and make recommendations to OCTA in a Study Report as required in Statement of Work. CONSULTANT shall review existing record documents, visit the site, and field verify all dimensions, space limitations, weight, utilities, and other physical parameters of the existing systems that will influence the design.
- 3.2.1.2. CONSULTANT shall identify all permits and approvals needed for PROJECT. CONSULTANT shall submit a report of all applicable permits, AHJ addresses, contacts, phone numbers, application forms, instructions, permit fees, and estimates of time to secure each permit or approval. This report can be included as part of the Study Report. In conjunction with OCTA staff, CONSULTANT shall provide technical support to help prepare exhibits, submittals, or other information needed to ensure the ability of OCTA to secure all required permits and approvals from AHJ.
- 3.2.1.3. CONSULTANT shall communicate and coordinate with OCTA and AHJ to obtain all information and requirements that will affect the design.
- 3.2.1.4. CONSULTANT's recommendations shall be in compliance with requirements and codes of AHJ required for plan check and approval of PROJECT. If required by AHJ, CONSULTANT shall provide and submit additional drawings, including architectural, structural, civil, mechanical, electrical, plumbing, control systems, and any other disciplines drawings required for the approval of the PROJECT by AHJ.
- 3.2.1.5. CONSULTANT shall prepare a brief but comprehensive and detailed Study Report. Study Report shall include the review of existing site conditions, including, but not limited to the dimensions, space limitations, and utility lines that may affect the design of PROJECT.
- 3.2.1.6. CONSULTANT shall include in the Study Report design approach and recommended improvements and enhancements to the Project facilities elements that are affected by PROJECT.
- 3.2.1.7. CONSULTANT shall also review all data, criteria, or other information furnished by OCTA and make recommendations for revisions, as appropriate.
- 3.2.1.8. CONSULTANT shall prepare and submit Schematic Design including schematic drawings and PCC estimate.
- 3.2.1.9. PCC estimate shall include supporting back-up calculation and supporting information, based on current costs related to the design for PROJECT.

- 3.2.1.10. CONSULTANT shall meet with OCTA to present and discuss the Schematic Design and Study Report before proceeding with the Design Development Phase thereafter.

3.2.2. DESIGN DEVELOPMENT PHASE (60%)

- 3.2.2.1. CONSULTANT shall prepare from the approved Schematic Design and Study Report, the Design Development Documents consisting of drawings and other documents that fix and describe the size and character of the entire PROJECT, inclusive of architectural, civil, structural, mechanical, electrical, plumbing, control systems, and any other disciplines as required. The drawings for this phase shall be to a level of detail sufficient to identify all project elements that affect the function and operation of each portion of the facility. The drawings shall be prepared using AutoCAD software in accordance with OCTA's Computer Aid Design (CAD) Standards.
- 3.2.2.2. At 60 percent submittal, a draft of the technical specifications shall be included. Technical specifications shall be developed in Construction Specifications Institute (CSI) format. The technical specifications shall be complete and ready for construction, including all specifications to support the drawings, identify materials, indicate inspection and testing requirements, and ensure a quality project. Specifications shall be prepared in such a format and manner as to stimulate competition between contractors while following industry standards. The specifications shall be developed in Microsoft Word software.
- 3.2.2.3. CONSULTANT shall prepare and submit to OCTA for review a detailed PCC estimate, including supporting back-up calculations and supporting information based on current costs related to the design for PROJECT. CONSULTANT's PCC estimate shall be a bottom-up detailed estimate and may cite reliable reference sources such as "Means Book", "Blue Book", Davis Bacon wage rates/prevaling wages, current or past contracts for the same projects, and historical price and cost data.... If the PCC at this phase is in excess of the PCC revised and approved during the Schematic Phase or available fund for PROJECT, CONSULTANT may be required to provide alternatives to reduce the PCC. Revisions shall not be considered extra work, and therefore not subject to additional payment. CONSULTANT shall advise PROJECT MANAGER of any adjustments in the PCC due to changes in project requirements or general market conditions.

3.2.3. CONSTRUCTION DOCUMENT DEVELOPMENT PHASE (90%)

- 3.2.3.1. CONSULTANT shall prepare construction documents for approval by PROJECT MANAGER and AHJ. Construction documents shall consist of final and complete drawings, complete project specifications including Division 1 and technical specifications, and a refined PCC estimate developed from previous phase of PROJECT, including supporting

back-up calculations and supporting information for the construction of PROJECT. The final working drawings shall be prepared using AutoCAD software, in accordance with OCTA's Computer Aid Design (CAD) Standards. The specifications shall be developed in Microsoft Word software. Construction documents shall be submitted to OCTA for review and acceptance by PROJECT MANAGER and AHJ.

- 3.2.3.2. CONSULTANT shall be responsible for the complete project drawings, project specifications including Division 1 and technical specifications in CSI format, and refined PCC estimate mentioned in Section 3.2.3.1 with contemporary professional standards as is necessary to enable the construction of PROJECT. OCTA shall provide all bid documents, including the Agreement between OCTA and GENERAL CONTRACTOR.
 - 3.2.3.3. CONSULTANT shall provide architectural, civil, structural, mechanical, electrical, plumbing, control systems, and any other disciplines as required, along with phasing plans for PROJECT.
 - 3.2.3.4. CONSULTANT shall submit construction documents to OCTA for review and comments.
 - 3.2.3.5. After addressing all OCTA's comments on 90% design, CONSULTANT shall submit Construction Documents to AHJ for review. CONSULTANT is responsible for obtaining plan check approval and paying for all plan check fees incidental to the WORK to the appropriate AHJ. Plan check fees for the original plan check submission and one re-submittal will be reimbursed to CONSULTANT at actual cost, excluding labor costs. All other plan check fees shall be the responsibility of CONSULTANT. CONSULTANT shall submit to OCTA a duplicate copy of Construction Document submitted to AHJ for plan check.
 - 3.2.3.6. Inspection and permit fees for construction of PROJECT shall be the responsibility of GENERAL CONTRACTOR.
- 3.2.4. FINAL CONSTRUCTION DOCUMENT DEVELOPMENT PHASE (100%)
- 3.2.4.1. CONSULTANT shall address all AHJ plan check comments and prepare a Final Construction Documents including plans, specifications, and bid documents necessary to bid the PROJECT. All required quality control (QC) and design reviews have been completed and resolved as necessary. The specifications have been reconciled against the quantities and final plans.
 - 3.2.4.2. Upon completion of the final plans, specifications, and PCC estimate for PROJECT, CONSULTANT shall prepare, for PROJECT MANAGER's approval, a final estimate of the PCC. The total construction estimate shall not exceed the higher of PCC as stated in Section 2.4 and PCC previously revised and approved. If the estimate is in excess of this

amount, CONSULTANT may be required to provide alternatives for OCTA's consideration at no extra compensation. Alternative design due to the total PCC estimate exceeding the higher of PCC stated in Section 2.4. and the approved PCC in previous design phase may be subjected to AHJ plan check at CONSULTANT's expense.

- 3.2.4.3. CONSULTANT shall provide an index of drawings developed in Microsoft Word.
- 3.2.4.4. CONSULTANT shall provide a tentative schedule for construction.
- 3.2.4.5. CONSULTANT shall generate a list of contractor's submittals for equipment, materials, products, shop drawings, procedures required to be reviewed for conformance with the plans and specifications prior to manufacturing/installation.
- 3.2.4.6. CONSULTANT shall develop and submit a PROJECT fact sheet to OCTA. PROJECT fact sheet shall be one page containing, at a minimum, project overview, locations, information/data, construction cost, schedule, and graphical illustrations to provide high-level information for the PROJECT. See Fact Sheet Sample at the end of this SOW.
- 3.2.4.7. CONSULTANT shall meet, discuss with, and present to OCTA the final design package which is ready to advance to bid phase. CONSULTANT's presentation shall be on Microsoft Power Point software. The electronic Microsoft Power Point presentation file shall be submitted to OCTA at the end of this meeting. OCTA may provide more comments which CONSULTANT shall address prior to complete bid documents as required in section 3.2.5.

3.2.5. BID DOCUMENTS

After OCTA's acceptance of Final Construction Documents (100%), CONSULTANT shall assist OCTA to prepare bid documents (PS&E). The bid documents shall be the accepted final Construction Documents and conformed to OCTA bid document formats which requires CONSULTANT to place contract number on project plans cover page and in each specifications page header for both Division 1 and technical specifications.

3.3. CERTIFICATION

Upon approval of the final design submittal package and prior to final payment for the Design Phase, CONSULTANT shall provide OCTA with a statement of certification that the design is in compliance with the requirements of this Agreement, and CONSULTANT has used reasonable care and diligence, and the design is complete and ready for construction. Further, CONSULTANT shall be obligated to perform all required redesign work to correct any design errors or omissions discovered during bidding or construction at no additional cost to OCTA.

3.4. BIDDING AND AWARD OF CONTRACT PHASE

- 3.4.1. CONSULTANT shall assist OCTA in reviewing bids submitted by the date and time specified in the Invitation for Bid (IFB) documents.
- 3.4.2. OCTA shall provide all procurement documents and handle the procurement for GENERAL CONTRACTOR. OCTA shall provide bidding forms, the general provisions of the contract, and the Agreement between OCTA and GENERAL CONTRACTOR.
- 3.4.3. CONSULTANT shall attend the project pre-bid meeting, assist OCTA in answering questions regarding the plans and specifications during the Bidding Phase, and review and evaluate requests for approved equals to the bid documents.
- 3.4.4. CONSULTANT shall revise the originals of bid documents including drawings and specifications and assist OCTA in preparation of addenda issued during the Bidding Phase prior to the award of the construction contract.
- 3.4.5. Within one (1) week from award of contract to the CONTRACTOR, CONSULTANT shall prepare and submit conformed construction documents which incorporate all changes/addenda made on the original bid documents.

3.5. CONSTRUCTION MONITORING PHASE

- 3.5.1. Construction Monitoring Phase shall commence with the award of the Construction Contract and shall terminate when the Notice of Completion is filed with the County Recorder and As-built drawings are completed.
- 3.5.2. GENERAL CONTRACTOR shall be responsible for obtaining all construction permits from AHJ. CONSULTANT shall immediately, at their own expense, complete all necessary changes in the plans or specifications, as required by AHJ, in order for GENERAL CONTRACTOR to obtain the necessary permits.
- 3.5.3. CONSULTANT shall attend the project pre-construction meeting and make periodic site visits, at a minimum of once a month, to familiarize themselves with the progress and quality of the construction work and to determine if the construction work is proceeding in accordance with the contract documents. CONSULTANT shall inform PROJECT MANAGER of any potential defects and deficiencies in the work of GENERAL CONTRACTOR. CONSULTANT shall perform field structural observations when it deems necessary and as required to comply with AHJ requirements. CONSULTANT shall prepare field structural observation report and submit to OCTA within three (3) work days after the observations.
- 3.5.4. CONSULTANT shall recommend to PROJECT MANAGER, the rejection of any work, performed by GENERAL CONTRACTOR, which does not conform to the contract documents. CONSULTANT shall recommend to PROJECT MANAGER, special inspection or testing of any work in accordance with the provisions of the construction documents whether or not such work be fabricated, installed, or completed.

- 3.5.5. CONSULTANT shall review and approve all shop drawings, samples, and other submissions of GENERAL CONTRACTOR as required by the construction documents, for conformance with the design concept of PROJECT. CONSULTANT's reviewers shall be licensed architects or engineers in the discipline they are reviewing. Prior to start of construction, CONSULTANT shall return reviewed submittals within one (1) week for the initial submittal and within three (3) work days for the resubmittal with review resolution either "Rejected. Resubmit", "Revise and Resubmit" or "No Exception Taken", as applicable. Review resolution as "Conforms with Corrections as Noted", "Approved as Noted", or likewise is not acceptable. During construction, CONSULTANT shall complete review and return reviewed submittal within 72 hours of receipt and shall complete review and return review resubmittal within 48 hours of receipt.
- 3.5.6. CONSULTANT shall respond to GENERAL CONTRACTOR's entire Request for Information (RFI) within three (3) work days upon receipt of an RFI.
- 3.5.7. CONSULTANT shall assist PROJECT MANAGER in preparing Change Orders and shall prepare sketches and/or revise contract drawings and specifications and prepare cost estimates related thereto. CONSULTANT shall also obtain timely plan check approval from AHJ for permit plan changes.
- 3.5.8. CONSULTANT shall conduct inspections of the project site to determine dates of substantial completion and final completion. CONSULTANT shall review written guarantees and related documents assembled by GENERAL CONTRACTOR and shall recommend to PROJECT MANAGER the issuance of the final certificate for payment.
- 3.5.9. CONSULTANT shall be responsible for the preparation of the As-built drawings based on the information supplied by GENERAL CONTRACTOR and based on the information from CONSULTANT'S field inspections of the project site after construction is completed. The As-built information shall be assembled and placed on the original drawings by CONSULTANT as the final revision to the drawings.
- 3.5.10. OCTA will provide the facility's latest master set of plans to CONSULTANT. At the end of construction and after final approval of the As-built drawings, CONSULTANT shall update the master set of plans on AutoCAD to reflect all modifications shown on the final As-built drawings of this project. Master set of plans shall show all modifications to the facility, including but not limited to site plans, pavement striping and markings, buildings, above-ground and underground structures, lighting, mechanical, electrical, security systems, existing utilities, new utilities, and abandoned utilities.

3.6. DELIVERABLES

All submittals shall be consistent with the schedule in Section 5.3., SCHEDULE. Submittals shall be reviewed and accepted by OCTA. A minimum of one (1) set shall be returned to CONSULTANT, with comments, required changes, and corrections. CONSULTANT shall allow at least five (5) work days for each OCTA submittal review. CONSULTANT shall address all comments, revise the design/construction

document, and re-submit to OCTA for verification in the next phase submittal, not more than four (4) weeks upon receipt of the review comments, unless otherwise requested by the PROJECT MANAGER.

Plan submittals in hard copy and PDF shall be full size (22"x34") and/or half size (11"x17") as required in this section and shall be scalable.

Reports and specification submittals in hard copies and PDF shall be letter size (8.5"x11"). Hard copies of reports and specifications shall be submitted in spiral or comb bound notebook(s).

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

Deliverables shall be submitted in accordance with the specific requirements listed below:

3.6.1. PROJECT DESIGN SCHEDULE

- At the initial pre-design meeting, CONSULTANT shall provide one (1) 11x17 hard copy of the preliminary design schedule to each meeting attendee. A PDF file of the schedule shall be submitted to OCTA Project Manager prior or on the same day of the initial pre-design meeting.
- A PDF file of the final design schedule addressing all OCTA comments on preliminary design schedule shall be submitted to OCTA Project Manager for acceptance.

3.6.2. STUDY AND SCHEMATIC DESIGN PHASE (25%)

- CONSULTANT shall submit three (3) hard copies and one (1) PDF file of the Report.
- CONSULTANT shall submit two (2) half size hard copies of schematic drawings, and cost estimates, one (1) PDF file of each of the above submittal documents to OCTA for review and comment.

3.6.3. DESIGN DEVELOPMENT PHASE (60%)

- CONSULTANT shall submit two (2) half size hard copies of plans, two (2) hard copies of specification, one (1) hard copy of cost estimate, and one (1) PDF file of each of submittal documents including plans, specifications, and cost estimate to OCTA for review and comment.

3.6.4. CONSTRUCTION DOCUMENT DEVELOPMENT PHASE (90%)

- CONSULTANT shall submit two (2) half size hard copies of plans, two (2) hard copies of specifications, one (1) hard copy of cost estimate, and one (1) PDF file of each of submittal documents including plans, specifications, and cost estimate along with Microsoft Word software native specification files of specifications to OCTA for review and comment.

3.6.5. FINAL CONSTRUCTION DOCUMENT DEVELOPMENT PHASE (100%)

- CONSULTANT shall submit two (2) half size hard copies of plans, two (2) hard copies of specifications, one (1) hard copy of cost estimate, and one (1) PDF file of each of submittal documents including plans, specifications, and cost estimate and all Microsoft Word native files of specifications to OCTA for review and comment.
- Two (2) hard copies and one (1) PDF file of design calculations.

If changes are required to the 100 percent design submittal package, CONSULTANT shall submit two (2) half size hard copies of plans, two (2) hard copies of specifications, one (1) hard copy of cost estimate for final submittal, and one (1) PDF file of each of the above submittal documents and all Microsoft Word native files of specifications.

If no changes are required, the 100% submittal package shall be considered the final submittal package. Upon approval of the final submittal package, CONSULTANT shall submit a PDF file and CAD files, version 2012 or earlier, of final drawings and a PDF file and Microsoft Word native files of final specifications.

- PDF files of an index of drawings and a list of contractor's submittals as required in Section 3.2.3.4 and all native files shall be submitted to OCTA.

3.6.6. CONFORMED CONSTRUCTION DOCUMENTS

After award of construction to the Contractor, CONSULTANT shall submit to OCTA the project conformed construction documents which include all changes made from the bid documents in submittal format below:

- Two (2) hard copies of plans and specifications along with a PDF file of each of these documents and all Microsoft Word native files of the conformed specification. All other final documents for bid shall be also submitted to OCTA.

3.6.7. AS-BUILT PROJECT DOCUMENT

- CONSULTANT shall submit one (1) half size hard copy and an electronic copy in PDF format of the As-built drawings to OCTA for verification on the completeness. CONSULTANT shall incorporate any changes required by OCTA into the final As-built drawings.
- Upon completion of the As-built drawings, CONSULTANT shall furnish sealed and signed full size Mylar originals of the complete drawings to OCTA. Submit one (1) set of the completed As-built drawing files in AutoCAD, version 2012 or earlier, DWG format with all X-ref files loaded, including all applicable plot files, along with one (1) PDF file of as-built drawings prior to release of final payment.

- Two (2) hard copies of specifications shall be submitted to OCTA. Specifications shall be submitted in a spiral or comb bound notebook(s). Submit one (1) PDF file and all Microsoft Word native files of specifications.
- Two (2) hard copies of all design calculations for PROJECT shall be submitted to OCTA. Design calculations shall be submitted in a spiral or comb bound notebook(s), in neat condition and logical sequence, along with one (1) PDF file of all design calculations.

3.6.8. UPDATE OCTA MASTER SET OF PLANS

- Submit CAD files of the master set of plans, an Excel spreadsheet and a PDF of a drawing control list of this master set.

3.7. QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

- 3.7.1. CONSULTANT shall implement and maintain its QA/QC plan in effect during the performance of the services under this Agreement to ensure that the reports, plans, specifications, estimates, and other documents submitted under the Agreement are complete, constructible, accurate, checked, and proofread to meet professional engineering practices in effect at the time of execution of this Agreement.

Within seven (7) calendar days upon execution of this CTO, CONSULTANT shall submit its firm's QA/QC plan to OCTA for review and comments. CONSULTANT shall address OCTA's comments on the QA/QC plan and submit the revised QA/QC plan within seven (7) calendar days from the date of receipt of OCTA's comments.

The QA/QC plan shall be of a quality acceptable to OCTA, and in such detail to ensure that change orders issued to CONTRACTOR will be less than five (5) percent of the construction contract bid amount. QA/QC plan submittal to OCTA shall include two (2) hard copies, a PDF file and a Microsoft Word file.

- 3.7.2. CONSULTANT's QA/QC plan shall demonstrate, at a minimum, the following quality control measures:

3.7.2.1. Calculations shall be independently checked. Plans shall be independently cross checked and corrected. The QA/QC checker shall have more experience with higher credentials than the design document originator in the disciplines she/he is checking.

3.7.2.2. Drawing Titles shall match on Title Sheet and on each individual drawing sheet.

3.7.2.3. The title sheet for specifications and reports and each sheet of plans shall bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the professional engineer responsible for their preparation.

3.7.2.4. CONSULTANT shall coordinate between various engineering disciplines to ensure a complete and coordinated design.

3.7.2.5. CONSULTANT shall perform a quality assurance review of plans, specifications, estimates, reports, and other documents prior to each submittal to OCTA.

3.7.2.6. CONSULTANT shall certify each deliverable as being prepared and checked in accordance with CONSULTANT's QA/QC Plan and have been found to meet the quality objectives set forth therein. CONSULTANT QA/QC certification shall be in writing on a form furnished by OCTA and shall be signed by CONSULTANT Quality Assurance Manager and CONSULTANT Project Manager. Deliverables received by OCTA without CONSULTANT QA/QC certification will be returned to CONSULTANT without review by the Authority.

3.7.2.7. An organizational chart (o-chart) shall be included in the CONSULTANT QA/QC plan to clearly identify personnel working on PROJECT. O-chart shall include name, title, company, and role of each person on PROJECT.

3.8. HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS

Within seven (7) calendar days upon execution of this CTO, CONSULTANT shall submit its latest Injury and Illness Prevention Plan (IIPP) and Policy of Company's Substance Abuse Prevention Policy as required in Exhibit C of the Agreement.

4.0 OCTA RESPONSIBILITIES

4.1. OCTA shall provide information regarding its requirements for the PROJECT, including OCTA's special requirements for the General Provisions of the Construction Contract Documents, and will from time to time furnish such additional information as may be necessary for the orderly prosecution of the WORK.

4.2. PROJECT MANAGER shall examine all documents submitted by CONSULTANT and shall render decisions pertaining to PROJECT. PROJECT MANAGER shall review all documents and applications as required prior to submission to AHJ.

4.3. OCTA shall furnish structural, mechanical, electrical, plumbing, and other laboratory tests, inspections, and reports for the construction phase, as required by law or the contract documents. OCTA shall contract with an independent testing and inspection laboratory that will be responsible for the construction inspection and testing during the construction phase.

4.4. OCTA shall provide construction management services during construction of the PROJECT. OCTA will be responsible for construction management, inspection, testing, and reports required during the construction support phase. The services, information, testing, and reports required shall be furnished at OCTA's expense, and CONSULTANT shall be entitled to rely upon the accuracy and completeness of the information provided.

- 4.5. OCTA shall furnish OCTA's CAD standards and a copy of the drawing sheet title block information within five (5) work days from execution date of this CTO.
- 4.6. OCTA shall provide all bid forms including the general provisions of the contract, and Agreement between OCTA and GENERAL CONTRACTOR.

5.0 PROJECT COORDINATION AND MEETINGS

- 5.1. CONSULTANT shall coordinate design with PROJECT MANAGER. An initial pre-design conference shall be scheduled by OCTA after award of contract. Thereafter, regularly scheduled meetings shall be held for discussion of report and schematic design phase and each Design Development/Construction Document phase thereafter. OCTA will set meeting date/time and locations. . CONSULTANT shall notify the affected parties of the dates, time, and meeting locations, prepare and distribute meeting agenda to the affected parties. Within three (3) work days after the meeting dates, CONSULTANT shall produce minutes of all meetings and distribute the minutes to the affected parties. Meeting minutes shall include completed items, items in progress, upcoming items, changes, and budget impacts. CONSULTANT is also expected to make action item checklists and other pertinent documentation to successfully manage the project's design. CONSULTANT shall notify the PROJECT MANAGER immediately of any problem(s), which may impact either the project's schedule or budget.
- 5.2. CONSULTANT shall coordinate with OCTA, utility companies, AHJ, and GENERAL CONTRACTOR in the design and construction of PROJECT.

5.3. SCHEDULE

- 5.3.1. OCTA's intent is for CONSULTANT to accelerate performance of Statement of Work under a CTO, and at the latest the PROJECT's final design shall be completed within a time frame allowed by OCTA in the Statement of Work, counting from execution and distribution of project CTO and be ready to solicit bids, typically four (4) months. This time frame excludes city and AHJ plan check approval process.
- 5.3.2. The Bidding and Award of Contract Phase is estimated to be completed in six (6) months after completion of construction documents and plan check approval.
- 5.3.3. The Construction Monitoring Phase is estimated to be completed in six (6) months after completion of the bidding and award of contract phase.
- 5.3.4. Closeout of the Construction Contract and CTO is estimated to be completed in four (4) months after completion of construction.
- 5.3.5. A preliminary design schedule shall be submitted to OCTA for approval within five (5) work days after execution and distribution of the CTO and delivered to OCTA at the initial pre-design meeting. The schedule shall include all design activities, sub-activities, start dates, submittal dates, completion date relationship, and durations, and shall indicate a logical sequence for completing the work within the allotted time. The schedule shall account for interface with OCTA and AHJ, and plan check review. Within ten (10) work days after execution of the CTO, a final schedule shall be

submitted for approval. Schedule shall also in compliance with requirements in the Statement of Work. Upon approval, this schedule shall be designated the Project Design Schedule, from which contract progress shall be tracked. Periodic updates of the schedule to show progress may be required bi-weekly, but not less than monthly.

- 5.3.6. CONSULTANT shall also provide an estimate of work days for the construction of the project.

6.0 WORK PERFORMANCE

- 6.1. CONSULTANT shall commence work immediately upon execution and distribution of the CTO. CONSULTANT shall use diligence in completing the work in accordance with the schedule.
- 6.2. In case of conflict, ambiguities, discrepancies, errors, or omissions among any of the items of work, CONSULTANT shall submit the matter to OCTA for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors, or omissions which is performed by CONSULTANT prior to clarification by OCTA shall be at CONSULTANT's risk. Such conflicts, ambiguities, discrepancies, errors, or omissions among the references shall not give rise to a claim by CONSULTANT for extra work unless CONSULTANT can demonstrate that it has incurred additional expenses as a result thereof.

FACT SHEET SAMPLE

{PROJECT NAME}		PROJECT GRAPHIC ILLUSTRATION/RENDERING/PLAN VIEW	
PROJECT SITE: {Project site/location/address}		PROJECT HIGHLIGHTS (provide project highlights/objective/summary)	
AT A GLANCE		PROJECT STATUS (provide current project status)	
PROJECT COST: —		PROJECT GRAPHIC ILLUSTRATION/RENDERING/PLAN VIEW	
FUNDING: —			
SITE AREA: —			
BUILDING FOOTPRINT: —			
BUILDING GROSS AREA: —			
BUILDING HEIGHT: —			
PROJECT CONTACTS: {Contact name} {Email} {Phone number}			
WEBSITE: —			
Fact Sheet as of DD/MM/YYYY			
PROJECT VICINITY MAP			
			
		PROJECT SCHEDULE	
Orange County Transportation Authority 550 S. Main Street P.O. Box 14184 Orange, CA 92863-1584 714-560-OCTA www.octa.net		<div>Planning MM/YYYY—MM/YYYY</div> → <div>Final Design MM/YYYY—MM/YYYY</div> → <div>Construction MM/YYYY—MM/YYYY</div>	

EXHIBIT B: PROPOSED AGREEMENT

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PROPOSED AGREEMENT NO. C-4-2610

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 on-call
architectural and engineering design and construction support services for transit facility projects ; 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 authorized 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 and as specified in the Contract Task Orders ("CTO's") issued to CONSULTANT. 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.

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

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

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

7 **ARTICLE 4. TERM OF AGREEMENT**

8 A. This Agreement shall commence upon the effective date of this Agreement, and shall continue
9 in full force and effect through August 31, 2028 (Initial Term), unless earlier terminated or extended as
10 provided in this Agreement.

11 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an
12 additional twenty-four (24) months, commencing on September 1, 2028 and continuing through
13 August 31, 2030 (Option Term), and thereupon requires CONSULTANT to continue to provide services,
14 and otherwise perform, in accordance with Exhibit A, entitled "Scope of Work", and Exhibit B, entitled
15 "Schedule of Fees."

16 C. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish its
17 right to terminate the Agreement for AUTHORITY's convenience or CONSULTANT's default as provided
18 elsewhere in this Agreement. The "maximum term" of this Agreement shall be from the effective date of
19 this Agreement through August 31, 2030, which period encompasses the Initial Term and the Option
20 Term.

21 **ARTICLE 5. CONTRACT TASK ORDERS (CTO) AND PAYMENT**

22 A. This Agreement is issued to place CONSULTANT, {INSERT OTHER FIRMS NAMES AND
23 AGREEMENT NUMBERS} on an on-call list ("ON-CALL FIRMS"). As the need for consulting services
24 arises during the term of these Agreements, CTO's may be issued to CONSULTANT and/or other
25 ON-CALL FIRMS at AUTHORITY's sole discretion. Each CTO will be issued on a rotational basis,
26 specifically define the Scope of Work, the total price of the CTO to be paid CONSULTANT, and any other

1 information, which may be needed to perform the services. AUTHORITY does not guarantee that
2 CONSULTANT or any of the ON-CALL FIRMS will receive an assignment, nor that the firms will receive
3 an equal number of assignments, nor does the AUTHORITY make any guarantee that the CTO budgeted
4 amount will be expended.

5 B. CONSULTANT shall submit to AUTHORITY, a written technical proposal and cost estimate
6 within ten (10) working days from AUTHORITY's initial request. CONSULTANT shall submit a final
7 written technical proposal and cost proposal within forty-five (45) working days from AUTHORITY's initial
8 request. No work shall commence until a written CTO has been executed by both AUTHORITY and
9 CONSULTANT. Failure of the CONSULTANT to perform in accordance with this provision may result in
10 CONSULTANT forfeiture of retention monies and/or termination of this Agreement.

11 C. For CONSULTANT's full and complete performance of its obligations under this Agreement
12 and CTO's issued thereunder, and subject to the maximum cumulative payment obligation provisions set
13 forth in Article 6, AUTHORITY shall pay CONSULTANT for each CTO on a firm fixed price basis in
14 accordance with the payment provisions set forth in each CTO as follows:

15 1. For each CTO issued under this Agreement and services satisfactorily performed by
16 CONSULTANT's personnel under this Agreement, AUTHORITY shall pay CONSULTANT at the firm
17 fixed price identified in the individual Contract Task Order. The firm fixed price established in each CTO
18 shall incorporate the hourly labor rates specified in Exhibit B, entitled "Schedule I – Hourly Rate
19 Schedule", and "Schedule II – Other Direct Costs", which is attached to and by this reference,
20 incorporated in and made a part of this Agreement. These rates shall remain fixed for the term of this
21 Agreement and are acknowledged to include CONSULTANT's direct labor costs, indirect costs and profit.

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

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

6 3. CONSULTANT shall comply with Labor Code Sections 1171, et seq. and the
7 implementing regulations and wage orders promulgated by California Department of Industrial Relations.
8 CONSULTANT shall not submit to the AUTHORITY any materials, including, but not limited to, fee
9 schedules, which require the AUTHORITY to pay for hours other than work actually completed, such as
10 reporting time pay. Any submission, inadvertent or otherwise, will not be binding on the AUTHORITY.

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

21 5. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be
22 submitted in duplicate to AUTHORITY's Accounts Payable office. CONSULTANT may also submit
23 invoices electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net.
24 Each invoice shall be accompanied by the monthly progress report specified in paragraph 2 of this Article.
25 AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each
26 invoice. Each invoice shall include the following information:

- 1 a) Agreement No. C-4-2610 and CTO Number;
- 2 b) Specify the effort for which the payment is being requested;
- 3 c) The time period covered by the invoice;
- 4 d) Total monthly invoice (including project-to-date cumulative invoice
- 5 amount); and retention;
- 6 e) Monthly Progress Report;
- 7 f) Certification signed by the CONSULTANT or his/her designated alternate
- 8 that a) The invoice is a true, complete and correct statement of
- 9 reimbursable costs and progress; b) The backup information included
- 10 with the invoice is true, complete and correct in all material respects; c)
- 11 All payments due and owing to subconsultants and suppliers have been
- 12 made; d) Timely payments will be made to subconsultants and suppliers
- 13 from the proceeds of the payments covered by the certification and; e)
- 14 The invoice does not include any amount which CONSULTANT intends
- 15 to withhold or retain from a subconsultant or supplier unless so identified
- 16 on the invoice.
- 17 g) Any other information as agreed or requested by AUTHORITY to
- 18 substantiate the validity of an invoice.

19 **ARTICLE 6. MAXIMUM OBLIGATION**

20 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and

21 CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including

22 obligation for CONSULTANT's profit) shall be Three Million Dollars (\$ 3,000,000.00) which shall include

23 all amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising from, or

24 due to termination of, this Agreement and the ON-CALL FIRMS' Agreements.

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ARTICLE 7. NOTICES

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

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Sonja Gettel

Title:

Title: Senior Contract Administrator

Phone:

Phone: (714) 560-5562

Email:

Email: sgettel@octa.net

Cc: Jim Khan, Project Manager

Email: jkhana@octa.net

Phone (714) 560-5868

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.

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1 B. Should CONSULTANT's personnel or a state or federal agency allege claims against
2 AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or
3 allegations involving any other independent contractor misclassification issues, CONSULTANT shall
4 defend and indemnify AUTHORITY in relation to any allegations made.

5 **ARTICLE 9. INSURANCE**

6 A. CONSULTANT shall procure and maintain insurance coverage in full force and effect during
7 the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance
8 provisions. CONSULTANT shall provide the following insurance coverage:

9 1. Commercial General Liability, to include Products/Completed Operations,
10 Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with
11 a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000
12 Products/Completed Operations aggregate;

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

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

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

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

22 B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy
23 blanket additional insured endorsement, designating the AUTHORITY, its officers, directors and
24 employees as additional insureds on general liability and automobile liability, as required by Agreement.
25 Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the
26 effective date of the Agreement and prior to commencement of any work. Such insurance shall be

primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies or review all related insurance policies, in response to a related loss.

C. CONSULTANT shall also include in each subcontract, the stipulation that subconsultants shall maintain insurance coverage in the amounts required of CONSULTANT as provided in the Agreement. Subconsultants will be required to include AUTHORITY as additional insureds on the Commercial General Liability, and Auto Liability insurance policies.

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

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

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

1. The Agreement Number C- and, the Contract Administrator's Name, Sonja Gettel.

2. For Certificate Holder: The Orange County Transportation Authority, its officers, directors, employers and agents, c/o InsureTrack, P.O. Box 60840 Las Vegas, NV 89160.

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the CTO issued to CONSULTANT, (2) provisions of this Agreement, including all exhibits, (3) the provisions of RFP 4-2610, (4) CONSULTANT's technical proposal dated _____, (5) CONSULTANT's cost proposal dated _____ and final cost proposal dated _____, and (6) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 11. CHANGES

A. By written notice or order, AUTHORITY may, from time to time, order work suspension and/or make changes in the general scope of this Agreement, or to the specific task order, including, but not

1 limited to, the services furnished to AUTHORITY by CONSULTANT as described in the Scope of Work.
2 If any such work suspension or change causes an increase or decrease in the price of this Agreement,
3 the price of the specific CTO or in the time required for its performance, CONSULTANT shall promptly
4 notify AUTHORITY thereof and assert its claim for adjustment within ten (10) calendar days after the
5 change or work suspension is ordered, and an equitable adjustment shall be negotiated. However,
6 nothing in this clause shall excuse CONSULTANT from proceeding immediately with the Agreement as
7 changed.

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

10 **ARTICLE 12. DISPUTES**

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

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

22 **ARTICLE 13. TERMINATION**

23 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part,
24 by giving CONSULTANT written notice thereof. Upon said notice, AUTHORITY shall pay CONSULTANT
25 its allowable costs incurred to date of termination and those allowable costs determined by AUTHORITY
26 /

1 to be reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further
2 claims against AUTHORITY under this Agreement.

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

13 **ARTICLE 14. INDEMNIFICATION**

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

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

24 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

25 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
26 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 subconsultant for the amounts owing and that the subconsultant shall have no claim, and shall take no action, against AUTHORITY, its officers, directors, employees or sureties for nonpayment by CONSULTANT.

<u>Subconsultant Name/Address</u>	<u>Subcontractor Function</u>
1.	
2.	

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

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ARTICLE 17. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 19. PROHIBITED INTERESTS

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

ARTICLE 20. OWNERSHIP OF REPORTS AND DOCUMENTS

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

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any purposes other than the performance for this project, nor be disclosed to an entity not connected with the

1 performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding such
2 material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or becomes
3 generally known to the related industry shall be deemed confidential. CONSULTANT shall not use
4 AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any
5 professional publication, magazine, trade paper, newspaper, seminar or other medium without the
6 express written consent of AUTHORITY.

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

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

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

25 B. CONSULTANT shall have sole control of the defense of any such claim or suit and all
26 negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY

1 under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to
2 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at
3 CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim,
4 CONSULTANT, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell
5 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
6 copyright indemnity thereto.

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

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

18 B. CONSULTANT will promptly advise AUTHORITY if it finds that the project being designed will
19 exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these
20 limitations. Upon receipt of such information, AUTHORITY will review CONSULTANT's revised estimate
21 of construction cost. AUTHORITY may, if it determines that the estimated construction contract price is
22 so low that award of a construction contract not in excess of such estimate is improbable, authorize a
23 change in scope or materials as required to reduce the estimated construction cost to an amount within
24 the estimated construction contract price set forth by AUTHORITY, or AUTHORITY may adjust such
25 estimated construction contract price. When bids or proposals are not solicited or are unreasonably

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1 delayed, AUTHORITY shall prepare an estimate of constructing the design submitted and such estimate
2 shall be used in lieu of bids or proposals to determine compliance within the funding limitation.

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

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

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

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

19 B. It is expressly understood that any title to preliminary technical data is not passed to
20 AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations,
21 software design documents, layouts and comprehensives prepared by CONSULTANT solely for the
22 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given
23 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
24 AUTHORITY if CONSULTANT causes AUTHORITY to exercise Article 11, and a price shall be
25 negotiated for all preliminary data.

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ARTICLE 25. GENERAL WAGE RATES

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

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

ARTICLE 26. CONTRACTOR PURCHASED EQUIPMENT

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

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

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

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

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

17 **ARTICLE 27. CONFLICT OF INTEREST**

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

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

6 **ARTICLE 28. CODE OF CONDUCT**

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

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

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

15 **ARTICLE 30. HEALTH AND SAFETY REQUIREMENTS**

16 CONSULTANT shall comply with all the requirements set forth in Exhibit B, Level 1 Safety
17 Specifications. As used therein, "Contractor" shall mean "Consultant," and "Subcontractor" shall mean
18 "Sub-consultant."

19 **ARTICLE 31. LIMITATION ON GOVERNMENTAL DECISIONS**

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

3 **ARTICLE 32. FORCE MAJEURE**

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

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-4-2610 to be executed as of the date of the last signature below.

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Consultant
Title

By: _____
Darrell E. Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By: _____
James M. Donich
General Counsel

APPROVED:

By: _____
James G. Beil, P.E.
Department Manager, Capital Programs

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 \$500 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 \$500 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 \$500 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 \$500 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 \$500 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

Valerie Amezcua, 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

Mark Tettermer, 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 SPECIFICATIONS

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.

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.

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.
 - 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