

REQUEST FOR PROPOSALS (RFP) 4-2642

**CONSTRUCTION MANAGEMENT
SUPPORT SERVICES FOR THE
TRABUCO-ROSE GULLY
STABILIZATION PROJECT**



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

Key RFP Dates

Issue Date:	December 2, 2024
Pre-Proposal Conference Date:	December 10, 2024
Question Submittal Date:	December 17, 2024
Proposal Submittal Date:	January 9, 2025
Interview Date:	February 11, 2025

TABLE OF CONTENTS

SECTION I: INSTRUCTIONS TO OFFERORS	1
SECTION II: PROPOSAL CONTENT	9
SECTION III: EVALUATION AND AWARD	16
EXHIBIT A: SCOPE OF WORK.....	19
EXHIBIT B: PROPOSED AGREEMENT	21
EXHIBIT C: FORMS.....	23
EXHIBIT D: SAFETY SPECIFICATION	27



December 2, 2024

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 4-2642: “CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR THE CONSTRUCTION OF TRABUCO-ROSE GULLY STABILIZATION PROJECT”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide Construction Management Services for the Trabuco-Rose Gully Stabilization Project. The Construction Management Consultant shall assist the Authority by providing staff assistance and technical expertise to manage the construction phase of the Trabuco-Rose Gully Stabilization Project.

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.

Prohibitions

The following restrictions apply to this procurement:

The prime consultant firm, including all subconsultants (at any tier) awarded this contract to perform construction management support services for the Trabuco-Rose Gully stabilization project will be ineligible to participate (at any tier) in the contract for construction services for the Trabuco-Rose Gully stabilization project.

The firm, including all subcontractors (at any tier), regardless of the level of service provided by said subcontractor(s), awarded the design services contract for the Trabuco-Rose Gully stabilization project, may not submit a proposal for this procurement.

Furthermore, Offeror(s) are advised that the evaluation of the team composition with regards to the conflicts of interest will be done on a case-by-case basis.

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 January 9, 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 4-2642**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

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

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

To receive all further information regarding this RFP 4-2642, 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>
Construction	Construction Management Services
	Inspection Services
	Traffic Control Services
Professional Consulting	Consultant Services - General
	Construction Consulting
	Environmental Consulting
	Traffic Planning Consulting

Professional Services

Engineering - Environmental
Inspection - Testing & Analysis
Land Surveying
Engineering - Civil
Engineering - General

A hybrid pre-proposal conference will be held on December 10, 2024, at 1:00 p.m. in conference room 09. Prospective Offerors may join in person, via Teams, or call-in using the following credentials:

- [Microsoft Teams Meeting](#)
- OR Call-in Number: 1-916-550-9867
- Conference ID: 895 435 11#

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

The Authority has established February 11, 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

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

A hybrid pre-proposal conference will be held on December 10, 2024, at 1:00 p.m. in conference room 09. Prospective Offerors may join in person, via Teams, or call-in using the following credentials:

- [Microsoft Teams Meeting](#)
- OR Call-in Number: 1-916-550-9867
- Conference ID: 895 435 11#

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

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:

Aaron Delgado, Associate Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5443, Fax: 888.404.6282
Email: adelgado@octa.net

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

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on December 17, 2024.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (888) 404-6282.
 - (4) Email: adelgado@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than December 31, 2024. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

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

<u>Category:</u>	<u>Commodity:</u>
Construction	Construction Management Services Inspection Services Traffic Control Services
Professional Consulting	Consultant Services - General Construction Consulting Environmental Consulting Traffic Planning Consulting
Professional Services	Engineering - Environmental Inspection - Testing & Analysis Land Surveying Engineering - Civil Engineering - General

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

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on January 9, 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 4-2642**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

will be rejected.

2. Acceptance of Proposals

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

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time and expense agreement with fully burdened labor rates and anticipated expenses for work specified in the scope of work, included in the RFP as Exhibit A.

L. PREVAILING WAGES

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

M. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial

assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

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

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

N. CODE OF CONDUCT

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

O. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

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

If a Proposal does include "confidential" or "proprietary" markings and the Authority receives a request pursuant to the Act, the Authority will endeavor (but cannot guarantee) to notify the Offeror of such a request. In order to protect any information submitted within a Proposal, the Offeror must pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information. The Authority generally does not consider pricing information, subcontractor lists, or key personnel, including resumes, as being exempt from disclosure under the Act. In no event shall the Authority or any of its officers, directors, employees, agents, representatives, or consultants be liable to a Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify a Offeror of a request seeking its Proposal. The Authority reserves the right to make an independent decision to disclose records and material.

Notwithstanding the above, all information regarding proposal responses will be held as confidential until such time as the evaluation has been completed; an

award has been made by the Board of Directors or Authority Staff, as appropriate; and the contract has been fully negotiated.

P. STATEMENT OF ECONOMIC INTERESTS

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

Q. PROHIBITIONS

The following restrictions apply to this procurement:

The prime consultant firm, including all subconsultants (at any tier) awarded this contract to perform construction management support services for the Trabuco-Rose Gully stabilization project will be ineligible to participate (at any tier) in the contract for construction services for the Trabuco-Rose Gully stabilization project.

The firm, including all subcontractors (at any tier), regardless of the level of service provided by said subcontractor(s), awarded the design services contract for the Trabuco-Rose Gully stabilization project, may not submit a proposal for this procurement.

Furthermore, Offeror(s) are advised that the evaluation of the team composition with regards to the conflicts of interest will be done on a case-by-case basis.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

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

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Aaron Delgado, Associate Contract Administrator and must, at a minimum, contain the following:

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

3. Technical Proposal

- a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in

performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

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

c. Work Plan

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

Offeror to:

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

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

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit B), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit B). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

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

4. Cost and Price Proposal

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

5. Appendices

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

B. FORMS

1. 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.

2. Proposal Exceptions and/or Deviations Form

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

submittal date will not be reviewed nor considered by the AUTHORITY.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

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

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

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

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

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established February 11, 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 evaluation process, the evaluation committee will recommend to Authority's management the Offeror with the highest final ranking.

C. AWARD

The Authority will consider the selection of the firm(s) recommended by the Evaluation 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 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.

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

CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR THE TRABUCO-ROSE GULLY STABILIZATION PROJECT

1.0 GENERAL DESCRIPTION OF SERVICES

The Orange County Transportation Authority (AUTHORITY) is responsible for developing a large number of transportation projects in Orange County, including projects associated with highway and rail facilities.

The AUTHORITY's management of these projects includes oversight of environmental clearance, engineering, and construction management and administration of the construction contracts. The projects include those funded by Measure M2, the half-cent sales tax program, and state and federal funding sources. The AUTHORITY is obligated to deliver these projects using the funds available and in a timely manner. Construction Management Consultant (CONSULTANT) shall assist the AUTHORITY in this challenge by providing staff assistance and technical expertise to manage the construction phase of the Trabuco-Rose Gully Stabilization Project (PROJECT).

1.1 Description of the Project

As part of Measure M2, a portion of the M2 freeway program revenues were set aside for the Orange County Transportation Authority (OCTA) M2 Environmental Mitigation Program (EMP) to provide funding for programmatic mitigation to offset impacts from the 13 M2 freeway projects. A key component of the EMP has included the acquisition of seven properties (Preserves) open space or wilderness lands, totaling approximately 1,300 acres.

This agreement is in relation to the PROJECT at the Trabuco Rose Preserve that OCTA has owned since 2011. OCTA oversees the maintenance, security, and biological monitoring for this Preserve. The Preserve is located at 19998 Trabuco Oaks Drive, Trabuco Canyon, CA 92678 and is comprised of approximately 400 acres of open space. There is a small unnamed gully/creek that has been eroding on the Preserve. Some repairs were made to the upper portion of this gully in 2021. The objective of this agreement is to implement Phase II of the two-phase PROJECT. The PROJECT is designed to gradually reduce the grade and mimic the drops of a natural creek, while stabilizing the slopes.

OCTA hired CWE (Designer) to develop a Plans, Specifications, and Estimates (PS&E) package for the PROJECT. The PS&E package will be utilized to solicit one contractor to procure and construct all components as listed in the PS&E package. A copy of the current set of draft Plans and Specifications for the PROJECT is available for review as reference.

1.2 Construction Management Approach

The CONSULTANT shall assist the AUTHORITY by providing staff assistance and technical expertise to manage the construction phase of the PROJECT and to administer the construction contracts.

The CONSULTANT shall function as an agent of AUTHORITY by providing specialized construction management expertise as required to effectively manage the construction PROJECT and administer the construction contract.

The CONSULTANT services shall generally include, but are not limited to, administration of the construction contract, coordination of the activities of the contractor with the services of the project design engineer, performance of quality assurance inspections and management of independent quality assurance testing, preparation of daily construction activity reports, performance of control point and bench mark surveying, safety oversight and enforcement, labor compliance oversight and enforcement, communications between the contractor and all other project participants, processing, collecting and maintaining of project communications and records, reviewing and recommending of contractor progress payments, processing of change order requests, implementing and processing change orders, and processing claims.

1.3 Project Schedules

The PROJECT anticipated construction duration is 60 working days. The CONSULTANT services are anticipated to be needed before the scheduled Notice of Award of the construction contracts and after construction is completed for closeout. Construction is anticipated to begin in the first half of 2025.

2.0 SPECIFIC SCOPE OF SERVICES

2.1 General Requirements

2.1-1 The number of project personnel and duration of the assignments will vary depending on the needs of the PROJECT. The final number of personnel and exact duration of assignment will be determined by AUTHORITY. CONSULTANT personnel shall be available within two (2) weeks from written notification by AUTHORITY, and up to a maximum of three (3) months after AUTHORITY's acceptance of the construction projects.

2.1-2 As primary administrator of the construction contract, the CONSULTANT shall endeavor to ensure that the contractor meets all requirements under the terms of the agreement between the contractor and AUTHORITY. CONSULTANT shall notify AUTHORITY promptly of any contractor deviations from the contract requirements and make recommendations for action by AUTHORITY.

2.1-3 CONSULTANT shall assist AUTHORITY in verifying the Contractor's compliance with the safety provisions and the accident and injury prevention provisions of the construction contract.

2.1-4 CONSULTANT shall monitor the Contractor's traffic control measures and practices and work to cause any deficiencies to be remedied promptly by the Contractor.

2.1-5 All services required hereunder shall be performed in accordance with latest County of Orange and other applicable regulations, policies, procedures, manuals and standards. Those documents shall be made available upon request.

2.1-6 CONSULTANT shall furnish a Project Manager to coordinate the CONSULTANT's staffing and operations with those of the AUTHORITY and the AUTHORITY's other consultants. The Project Manager shall be responsible for all matters related to the CONSULTANT's personnel and

operations. CONSULTANT's Project Manager shall be accessible to AUTHORITY at all times during AUTHORITY's normal working hours.

2.1-7 Under the direction of AUTHORITY, the CONSULTANT's Project Manager will assume the following functional responsibilities:

- a) Review, monitor, train, and provide general direction for CONSULTANT's personnel.
- b) Assign personnel to the PROJECT on an as-needed basis and as approved by the AUTHORITY.
- c) Administer personnel leave, subject to approval of the AUTHORITY.
- d) Prepare monthly reports for delivery to AUTHORITY.

2.1-8 CONSULTANT shall provide construction project management services to control and manage work of the construction contractor. CONSULTANT shall perform the following administrative activities related to the work of the construction contractor:

- a) Prepare, circulate and file correspondence and memos as appropriate.
- b) At the end of each month, the CONSULTANT shall report the progress of the work by the construction contractor. Progress shall be based on actual work accomplished compared to estimated progress toward completion. Progress payments will be based upon actual time and expenses incurred.
- c) The CONSULTANT shall submit one copy of a monthly Progress Report to the AUTHORITY Project Manager consisting of a written narrative and an updated progress and expenditure curve. This report shall be received no later than the tenth (10th) calendar day of the month. The narrative portion of the monthly Progress Report shall describe overall progress of the work, discuss significant problems and present proposed corrective action and show the status of major changes.

2.1-9 To ensure an understanding of contract objectives, meetings between AUTHORITY and the CONSULTANT will be held as often as deemed necessary. All work objectives, the work schedules, the terms of the contract, and any other related issues, will be discussed and any problems will be resolved promptly by the CONSULTANT.

2.1-10 AUTHORITY will designate a Project Manager to administer the CONSULTANT Agreement and provide general direction to the CONSULTANT.

2.1-11 Detailed resumes of CONSULTANT personnel must be submitted to AUTHORITY for review and approval prior to assignment to the PROJECT. AUTHORITY and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by the CONSULTANT's personnel. If, at any time, the level of performance is below expectations, AUTHORITY shall have the right to request removal of any project personnel. AUTHORITY may request another person be assigned as needed.

2.1-12 If a CONSULTANT's employee is on a leave of absence, the CONSULTANT's Project Manager shall propose and provide an equally-qualified replacement employee until the assigned employee returns to work. The replacement employee shall meet all the requirements

of a permanently assigned employee and shall have the qualifications acceptable to the AUTHORITY.

2.1-13 The typical workday includes all hours worked by the AUTHORITY's construction contractor, normally 40 hours per week. If ordered by the AUTHORITY, overtime and night work for the CONSULTANT's employees may be required. The construction contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT's personnel. On days when work is not performed by the construction contractor, such as weather days, suspension of work, holidays, etc., CONSULTANT services shall not be provided unless authorized by the AUTHORITY. The AUTHORITY will provide eight (8) hours advance notice if CONSULTANT services are required.

2.1-14 All personnel shall be knowledgeable of, and comply with, all applicable local, and federal regulations; cooperate and consult with AUTHORITY officials during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the contract documents and PROJECT plans and specifications.

2.1-15 CONSULTANT shall keep detailed project records and document the work of the PROJECT as directed by the AUTHORITY.

2.1-16 AUTHORITY shall decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed by CONSULTANT.

2.1-17 CONSULTANT shall furnish a representative to perform the usual functions of the Resident Engineer, as the AUTHORITY's authorized representative, who will act on behalf of the AUTHORITY within the limits authorized in writing by the AUTHORITY. The Resident Engineer shall manage all field operations relating to PROJECT inspection, surveying, material testing, measurement and payment, administration, and conflict resolution.

2.1-18 AUTHORITY will provide CONSULTANT with the following:

- a) Approved plans, technical specifications, and general and special conditions for the PROJECT.
- b) AUTHORITY manuals, standard forms and other policies and procedures to be followed by CONSULTANT's personnel in the performance of the work. Manuals and standards furnished by AUTHORITY are for CONSULTANT's use only and shall be returned at the end of the contract period or when no longer needed.
- c) Appropriate soils and materials testing quality assurance forms for inspections and the tracking and monitoring test data in accordance with the AUTHORITY's Quality Assurance Program.

2.2 Construction Management Services

2.2-1 The CONSULTANT, acting as an agent of AUTHORITY, shall provide administrative, management and related services as required to plan, monitor, coordinate and execute activities of the AUTHORITY, the Design Engineer, the Contractor, utility companies, local agencies, AUTHORITY's other consultants, and AUTHORITY's vendors with each other and with the activities and responsibilities of the CONSULTANT, the AUTHORITY, and the Design Engineer to complete the PROJECT in accordance with AUTHORITY's objectives for cost, time

and quality. The CONSULTANT shall provide sufficient organization, personnel and management to carry out the requirements of the AUTHORITY.

2.2-2 Budget and Cost Control. CONSULTANT shall provide monthly monitoring of the approved PROJECT Budget and PROJECT Costs, showing actual costs for activities in progress and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and immediately advise AUTHORITY whenever projected costs exceed budgets or estimates, with recommend corrective action.

2.2-3 Cost Accounting. CONSULTANT shall maintain cost accounting records on authorized PROJECT work performed under unit costs, additional PROJECT work performed on the basis of actual costs of labor and materials, or other PROJECT work requiring accounting records.

2.2-4 Project Work Changes. CONSULTANT shall recommend necessary or desirable PROJECT changes to the AUTHORITY, review requests for changes by the AUTHORITY and PROJECT stakeholders and prepare change cost estimates, if necessary. Determine that changes are reasonable and appropriate, submit recommendations to the AUTHORITY, and process proposed and actual PROJECT changes in accordance with agreed procedures.

2.2-5 Administration of Construction Contract. CONSULTANT, in cooperation with the Design Engineer, shall provide administration of the Contract for Construction as set forth herein and in the construction contract Documents, which include the Plans, the General and Special Conditions, and the Technical Specifications.

2.2-6 Contractor Applications for Payment. CONSULTANT shall implement procedures for the review and processing of applications for payment by the Contractor, AUTHORITY's vendors and AUTHORITY's other service providers for progress and final payments. Certify Applications for Payment by the Contractor, AUTHORITY's vendors and AUTHORITY's other service providers in accordance with the Contract Documents and agreed procedures. Advise AUTHORITY of known incomplete or unsatisfactory items of work and obtain from the Contractor, AUTHORITY's vendors or AUTHORITY's other service providers a schedule for correcting or completing such work. With each Contractor's, AUTHORITY's vendor's or AUTHORITY's other service provider's progress payment request or invoice, the CONSULTANT's Resident Engineer shall certify in writing that:

"Based on the Resident Engineer's observations at the site of the Project and on the data comprising the Application for Payment or Invoice, the Resident Engineer hereby certifies that the work has progressed to the point indicated and that, to the best of the Resident Engineer's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Resident Engineer."

2.2-7 Certificate for Payment by the Resident Engineer. The issuance of a Certificate for Payment by the Resident Engineer shall further constitute a representation that the Contractor, AUTHORITY's vendor or AUTHORITY's other service provider is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the CONSULTANT has (1) reviewed construction means, methods, techniques, sequences or procedures, (2) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum, or (3) reviewed copies of

requisitions received from subcontractors and material suppliers to substantiate the Contractor's right to payment.

2.2-8 Contractor Insurance Requirements. CONSULTANT shall receive and review bonds and certificates of insurance from the Contractor, AUTHORITY's vendors and AUTHORITY's other service providers for compliance with their Contract and forward them to AUTHORITY. Notwithstanding the review of certificates of insurance by the CONSULTANT, the Contractor, AUTHORITY's vendors and AUTHORITY's other service providers shall remain solely liable for providing insurance in accordance with the provisions of their Contract. On behalf of the AUTHORITY, notify the AUTHORITY's vendors and AUTHORITY's other service providers or Contractor of the expiration of insurance or increases in bond values due to change order additions. CONSULTANT shall not recommend progress payments unless insurance and bonds are in full force and effect.

2.2-9 Change Orders to Construction Contract. CONSULTANT shall monitor and manage the initiation, preparation, review and justification for Change Orders to the Contracts for work. Suggest any improvements to the process considered appropriate. Recommend appropriate division of proposed Change Order work among the Contractor and AUTHORITY's vendors and AUTHORITY's other service providers. The CONSULTANT shall recommend to AUTHORITY PROJECT Change Orders judged by the CONSULTANT to be desirable, or necessary; review all cost estimates prepared by the Design Engineer; prepare independent cost estimates, as necessary; evaluate Contractor requests for Change Orders and express a written opinion about the Contractor's entitlement to compensation and the reasonableness of the amount requested. Conduct negotiations with the Contractor and advise AUTHORITY of the acceptability of the Contractor's proposed adjustment to the Contract Time or Contract Sum for Change Orders. Prepare and submit for the AUTHORITY's approval the Change Order documents and supporting data.

2.2-10 Project Cost Reduction Proposals. CONSULTANT shall monitor and aggressively manage the initiation, preparation, review and justification for PROJECT cost reduction proposals submitted by the Contractor, Design Engineer, AUTHORITY, or other PROJECT participants to affect the most desirable benefit to the PROJECT. The CONSULTANT shall recommend to AUTHORITY cost reduction ideas judged by the CONSULTANT to be desirable, or necessary; review all estimates prepared by the Design Engineer and, if appropriate, suggest revisions; prepare independent cost reduction cost estimates, as necessary; evaluate Contractor cost reduction proposals and express a written opinion about the proposed adjustment to the Contract Sum or Contract Time. Conduct negotiations with the Contractor and advise AUTHORITY of the acceptability of the Contractor's proposed adjustment to the Contract Time or Contract Sum for cost reduction Change Orders. Prepare and submit for the AUTHORITY's approval the Change Order documents and supporting data.

2.2-11 Claim Review and Analysis. CONSULTANT shall provide Contractor Claim tracking and analysis and make recommendations to AUTHORITY for Claim resolution during the duration that this Agreement is in force.

2.2-12 Periodic Project Progress Reporting. Consultant shall record the actual progress of the PROJECT. Submit a written progress report to AUTHORITY, including information on the Contractor's work, and the entire PROJECT, indicating major work activities and the percentages of completion, and the status of any requests for information (RFI), Change Orders, and Claims in process, in a format acceptable to the AUTHORITY. The reports shall

also include representative photographs of the work noted in the narrative report that was in progress or completed during the previous month. Progress Reports are generally required monthly, but the AUTHORITY may request other periodic or special reports be prepared, as events may dictate. Also see "Monthly Reports" section below.

2.2-13 Daily Project Progress Documentation. CONSULTSNT shall maintain a daily log or report containing a record of weather, Contractors' work on the site, number of workers, work accomplished, inspections and tests conducted, problems encountered, delays, other similar relevant data, documenting any significant issues in writing and with photographs, all in a format acceptable to the AUTHORITY. Make the daily log available to AUTHORITY and make copies upon AUTHORITY's request.

2.2-14 Project Meetings. CONSULTANT shall schedule meetings and prepare meeting minutes for pre-construction, construction and progress meetings, and other on-site construction related meetings of the PROJECT's team members. Lead the meetings and coordinate work and other activities between the Contractors and other PROJECT participants. Prepare and promptly distribute meeting minutes within three (3) working days. During the construction phase, a regular weekly meeting shall be conducted by the CONSULTANT at the PROJECT Site with the AUTHORITY's Project Manager, and the Contractor. Major construction subcontractors and representatives of other project stakeholders shall be invited to the regular weekly meetings, as needed or required.

2.2-15 Contractor Schedules. CONSULTANT shall review the Contractor's preliminary 60-day schedule, the baseline schedule and all schedule updates, schedule revisions and time impact analyses submitted by the Contractor under the terms of the construction contract. Respond in writing to the Contractor with review comments and an acceptance or rejection determination consistent with the requirements of the Contract Documents. Include in the monthly progress report a summary-level bar chart, in a format acceptable to the AUTHORITY, the latest Contractor submitted schedule indicating, at a minimum, all staging and phasing milestone activities and contractual completion dates.

2.2-16 Satisfactory Performance of the Contractor. CONSULTANT shall use its best efforts within the requirements of this Agreement and the construction contract to achieve satisfactory performance from the Contractor. Recommend courses of action to AUTHORITY when the requirements of the Contract are not being fulfilled, and the Contractor will not take satisfactory corrective action.

2.2-17 Determine Compliance of work. CONSULTANT determine that the work of each of AUTHORITY's vendors and AUTHORITY's other service providers, and Contractor is being performed in accordance with the requirements of the Contract, Purchase Order, and/or Contract Documents. Inspect and monitor the work for defects and deficiencies. As appropriate, make recommendations to the AUTHORITY regarding inspections or testing of work not in accordance with the provisions of the Contract Documents whether or not such work is fabricated, installed or completed. Subject to review and approval by AUTHORITY, reject work which does not conform to the requirements of the Contract Documents. Notify the Contractor, AUTHORITY's vendors and AUTHORITY's other service providers of observed defects and deficiencies in the work and monitor the correction of the defects and deficiencies until corrected.

2.2-18 Quality Assurance Inspection Services. CONSULTANT provide continuous inspection of the work of the Contractor at the site when being performed. Provide inspection of work at off-site locations when required to ensure compliance with construction contract requirements. Observe the work of the Contractor for compliance with the Contract Documents, review testing and inspection reports, and after consultation with the Design Engineer and AUTHORITY, if necessary, notify the Contractor of observed defects and deficiencies in the work. Also see the "Construction Inspection Services" section below.

The construction contract requires that the construction contractor develop and implement a Contractor Quality Control program that includes all contractually required material testing and special inspections to be managed and paid for by the Contractor through the use of independent third-party testing laboratories and inspectors certified and accredited by the State of California Department of Transportation.

Consistent with the AUTHORITY's Quality Assurance Program, the CONSULTANT shall perform its inspection services in a quality assurance role through continuous inspection of the work, and through quality assurance spot-testing, when necessary. CONSULTANT shall review, log, organize, and file copies of all Contractor Quality Control tests and inspection reports to assure that the Contractor's Quality Control Program meets all of the construction contract requirements. CONSULTANT shall require that the Contractor take appropriate and acceptable action when failing test reports indicate defective or non-compliant work.

CONSULTANT shall maintain a tracking log that lists all notices of non-compliant or defective work issued to the Contractor and shall monitor the status of all such items until satisfactorily corrected or resolved.

2.2-19 Quality Assurance Surveys. The construction contract requires that the Contractor perform all required surveying and grade checking tasks necessary to accomplish the work. The CONSULTANT shall perform quality assurance surveying checks of the Contractor's work as deemed necessary and appropriate to ensure the Contractor's compliance with the Contract. Special surveying and engineering calculations may be required to investigate potential non-compliant work, and to measure unit price pay item quantities, as required by the Resident Engineer.

2.2-20 Regulatory and Other Permits. The Project will require permits from both the Regional Water Quality Control Board (RWQCB) and the California Department of Fish and Wildlife (CDFW). The California RWQCB Section 401 Water Quality Certification is required as the Project drainage is within the jurisdiction of the San Diego RWQCB. The CDFW 1602 Streambed Alteration Agreement is also required as the Project drainage is within the jurisdiction of the CDFW. Both of these permits will be provided by the AUTHORITY.

A grading and/or other permit(s) will need to be obtained for the Project with the County of Orange. CONSULTANT shall apply for these permits on behalf of the AUTHORITY.

2.2-21 Environmental Mitigation and Monitoring. CONSULTANT shall monitor the Contractor's operations and endeavor to assure the Contractor's compliance with the mitigation measures identified within the environmental permits. The CONSULTANT shall observe and assist with the policing and enforcement of the environmental mitigation and monitoring program measures

in accordance with the established requirements, and shall report promptly any deficiencies to the Contractor and appropriate parties.

2.2-22 Storm Water Pollution Prevention Program. The construction contract Documents describe the requirements and work related to erosion control and storm water pollution prevention measures. CONSULTANT shall review and coordinate other required agency reviews of the Contractor's submitted Storm Water Pollution Prevention Program and provide review comments and an acceptance or rejection determination. CONSULTANT shall inspect the erosion control measures and storm water pollution prevention program work on a regular basis and cause the Contractor to immediately correct any deficiencies. Complete any necessary SMARTS Storm Water Program database documentation and submittals.

2.2-23 Safety Program. CONSULTANT shall review the Contractor's submitted Safety Program and Injury and Illness Prevention Program and provide review comments and an acceptance or rejection determination consistent with the construction contract requirements and AUTHORITY Safety Program requirements. Review any periodic safety inspection reports prepared by the Contractor, or others. Notify the Contractor and the AUTHORITY of safety violations observed during the CONSULTANT's inspection of work or review of inspection reports. CONSULTANT shall monitor and enforce Contractor's Safety Program. The CONSULTANT shall also prepare, implement and enforce a Site Specific Safety Program for CONSULTANT staff. Coordinate with AUTHORITY safety staff as needed to review submittals, site safety inspections, and other safety related activities.

2.2-24 Submittals and Samples. CONSULTANT shall receive from the Contractor and review for compliance with submittal procedure requirements all Submittals and Samples. Coordinate them with information contained in related documents and transmit to the Design Engineer, or other approving authority, as appropriate. In collaboration with the Design Engineer, establish and implement procedures for expediting the processing and approval of Submittals and Samples. Prepare weekly tracking reports representing new Submittals submitted for the past week, Submittals which have been reviewed and approved, and which Submittals are being reviewed by what party. Communicate to the AUTHORITY unsatisfactory progress on Submittals and Samples which have cost or time consequences.

2.2-25 Requests for Information. CONSULTANT shall receive from the Contractor and forward to the Design Engineer, or other appropriate party as required, any Contractor RFI of the meaning and intent of the Plans and Specifications or Contract requirements, and assist in the resolution of questions which may arise. The CONSULTANT shall respond to the Contractor directly if the reply can be determined by CONSULTANT's review of the Contract requirements. The CONSULTANT shall refer all Contractor questions for interpretation of the design intent to the Design Engineer for its response. CONSULTANT shall receive all RFI replies, evaluate the reply for completeness and return the reply to the Contractor. CONSULTANT shall prepare weekly tracking reports listing new RFI's issued for the past week, RFI's which have been resolved, and outstanding RFI's yet to be resolved by the CONSULTANT, Design Engineer, or others. Communicate to the AUTHORITY RFI's which threaten the progress of the PROJECT or which represent cost implications.

2.2-26 Tracking Logs. CONSULTANT shall develop, or use AUTHORITY provided tracking logs, and maintain tracking logs on a daily basis indicating the current status of all action items including RFI's, change proposals, change orders, change directives, submittals, non-compliant

QC tests, non-compliant or defective work, and other processes, as necessary, in a format acceptable to the AUTHORITY. Provide paper and electronic copies of log reports to the AUTHORITY and Design Engineer upon request and as required as part of periodic reports.

2.2-27 Project Record Documents. CONSULTANT shall maintain, on a current basis: a record copy of all Contracts, Drawings, Plans, Specifications, Addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; shop drawings; product data; Samples; Submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts or work. Make all records available to AUTHORITY and the Design Engineer. At the completion of the PROJECT, deliver all such records to the AUTHORITY organized and boxed in a manner acceptable to the AUTHORITY.

2.2-28 Project Communications and Document Control. All written and electronic communication between the Contractor and AUTHORITY and between the Contractor and Design Engineer related to the PROJECT shall flow through the CONSULTANT. As the AUTHORITY's agent, the CONSULTANT shall manage the Contractor's communications and submissions directed to the AUTHORITY or Design Engineer, forward the submissions, inquiries and requests to the appropriate party for a response, receive the reply, evaluate the reply for completeness, respond to the Contractor, and endeavor to ensure that the Contractor's submissions, inquiries and requests are responded to in a timely manner. CONSULTANT shall create, maintain, file and store all PROJECT correspondence, records and documents in accordance with the AUTHORITY's Document Control System.

2.2-29 Punchlist Preparation and Completion. When the CONSULTANT considers the Contractor's work or a designated portion thereof substantially complete, the CONSULTANT shall oversee the preparation by the Contractor of a list of incomplete or unsatisfactory items and a schedule for their completion. The CONSULTANT shall conduct, with the assistance of the Design Engineer, and representatives of the Cities or applicable agencies, final inspections of the work and the CONSULTANT shall issue the punch list in coordination with the contractor. The CONSULTANT shall monitor the Contractor during the correction and completion of the punch list work and coordinate re-inspections until all items are corrected or approved.

2.2-30 Close-Out Process. CONSULTANT shall evaluate the completion of the work of the Contractor and make recommendations to the AUTHORITY with regard to the Contractor's compliance with all PROJECT close-out requirements and final completion of all work of the construction contract. Secure and transmit to AUTHORITY required guarantees, affidavits, releases, bonds, lien waivers, keys, excess stock, spare parts, operation and maintenance manuals, record drawings and other PROJECT close-out documents required by the construction contract Documents.

2.2-31 Monthly Project Status Reports. CONSULTANT shall prepare written project status reports during the construction phase in a format acceptable to the AUTHORITY, on a monthly basis, describing the status of the PROJECT. The date of the report shall be the last day of the month, or another date acceptable to the AUTHORITY. One (1) electronic copy in Adobe Acrobat format, shall be submitted to the AUTHORITY within seven (7) calendar days after the data date of the report.

Information contained in the report shall include, but not be limited to:

- a) Project summary,

- b) Project schedule status – compare actual progress to objectives, including a summary-level bar-chart showing previous update targets and current schedule update,
- c) Description of the Contractor work activities planned to be performed next month,
- d) Status of all Submittals, RFI's, Change Orders and Claims in process, including copies of tracking logs,
- e) A description of any new Contractor notices of Claim,
- f) Project budget status and estimate of probable cost,
- g) Identification of risks to the Project, and
- h) Any performance problems of the Contractor.

2.3 Construction Inspection Services

The number of CONSULTANT inspection personnel required for the PROJECT is expected to fluctuate based on the needs of the PROJECT. CONSULTANT shall perform construction inspection services, as well as office engineering and field calculations to support the construction of the PROJECT.

Inspection work shall not be performed when conditions (such as weather, traffic, and other factors) prevent a safe, efficient operation or as directed by the AUTHORITY.

Tasks and assignments to be performed by CONSULTANT personnel may include, but are not limited to, the following:

2.3-1 Perform and assist in performing the duties of construction quality assurance inspection and engineering which may include: pothole inspections, base, and sub grade inspection, utility relocation inspection, gunite concrete inspection, slope preparation and slope geosynthetic cellular confinement soil stabilization system inspections, riprap and drainage system inspection, quantity calculations, checking grade and alignment, monitoring construction traffic control, observing materials sampling and testing, and ensuring that all work is in compliance with PROJECT plans and specifications. Inspection may also be required for advanced utility relocations or installations as directed by the AUTHORITY.

2.3-2 Identify actual and potential problems associated with the construction PROJECT and recommending sound engineering solutions to the AUTHORITY.

2.3-3 Maintain an awareness of safety and health requirements and enforce applicable regulations and contract provisions for the protection of the public and project personnel.

2.3-4 Prepare calculations, records, reports and correspondence related to PROJECT activities.

2.3-5 Assist in the preparation of "As-Built" plans and other record documents.

2.3-6 Analyze the project plans and specifications for possible errors and deficiencies and report such findings to the Resident Engineer, who will notify the AUTHORITY. If the AUTHORITY determines that changes are necessary, CONSULTANT's personnel shall assist in implementing and processing of changes to the work.

2.3-7 Observe the performance of a variety of field quality control tests such as relative compaction, concrete slump tests, concrete cylinders, and other required field-tests. The Contractor is required to employ and pay for the services of independent third-party testing laboratories and inspectors certified and accredited by the State of California Department of Transportation to perform all contractually-required testing and special inspections. CONSULTANT's inspectors shall observe and report on the performance of all tests and special inspections performed by the Contractor's independent third-party testing laboratories and inspectors to ensure compliance with the construction contract requirements.

2.3-8 Assist the Resident Engineer with quantity measurement and calculations for progress pay estimates, documentation of Contractor work performance and project events, keeping records of extra work performance, implementation of minor changes in the work, implementation of revisions to the plans and specifications, and development of estimates for contract change orders.

2.3-9 Assist in preparing Force Account extra work reports and potential claim reports and be available to attend and support any change order and claim settlements meetings.

2.3-10 Assist in review of Contractor's schedule update data and status reports.

2.3-11 Perform and assist in performing Storm Water Pollution Prevention Plan (SWPPP) compliance inspections and related duties.

2.3-12 Perform and assist in performing Environmental Mitigation Plan compliance inspections and related duties.

2.3-13 Report promptly to the Resident Engineer and notify the Contractor of safety violations or traffic control issues observed during the inspection of work.

2.3-14 Construction inspection and materials sampling and testing shall be in accordance with:

- The PROJECT Plans, Technical Specifications and Special and General Conditions.
- AUTHORITY Construction Management Procedures and other AUTHORITY procedures.
- Other applicable Standards and Procedures

2.3-15 Personnel Safety. In addition to the requirements specified elsewhere in this contract, the following also shall apply. CONSULTANT shall conform to the safety provisions of cities and of AUTHORITY Construction and Safety Manuals as required. CONSULTANT's personnel shall wear white safety hard hats, orange vests, rubber-soled shoes, or other approved attire at all times while working in the field. CONSULTANT shall provide appropriate safety training for all CONSULTANT's personnel required to work on and near the PROJECT site. All safety equipment and personnel protective devices and gear shall be provided by the CONSULTANT.

2.3-16 Perform and assist in performing Labor Compliance inspections and related duties.

2.4 Miscellaneous Equipment, Inspection Vehicles and Tools

CONSULTANT shall provide all necessary instruments, tools, training, and safety equipment required for their personnel to perform their work accurately, efficiently, and safely.

2.4-1 CONSULTANT shall provide one inspection vehicle (truck) for each inspector.

2.4-2 CONSULTANT shall provide other field materials such as testing equipment and safety equipment, as needed, for use by their staff on the PROJECT.

2.4-3 CONSULTANT shall provide each inspector with a cellular phone and a computer.

2.5 Survey Services Equipment and Supplies

2.5-1 Office Equipment and Supplies - CONSULTANT shall have adequate office equipment and supplies to complete the required surveying work. Such equipment and supplies shall include, but not be limited to:

- 1) Drafting equipment.
- 2) Computers and calculators.
- 3) Data processing systems, including software, for:
 - Reducing survey data collected with conventional and total station survey systems.
 - Performing network adjustments for vertical and horizontal control surveys.
 - Formatting survey data to be compatible with industry standards.

2.5-2 Field Equipment and Supplies - CONSULTANT shall have adequate field equipment and supplies to complete the required surveying work. The equipment and supplies for each survey party shall include, but not be limited to, the following:

- Survey vehicles suitable for the work to be performed and terrain conditions of the PROJECT site. Vehicles shall be fully equipped with all necessary tools, instruments, and supplies required for the efficient operation of a survey party. Vehicles shall have an overhead flashing yellow light.
- Electronic calculator.
- Hand tools and supplies as appropriate for the requested survey work.
- Sufficient number of traffic cones 28 inches, minimum, in height.
- Traffic control devices (including signs, sign bases, flags, and hand held signs) as required to perform the requested survey work.
- Leveling instruments and equipment, including 1) self-leveling level; precision: standard deviation in one mile of double-run leveling 0.005 feet or less, and 2) suitable leveling rods for the work to be performed.
- Distance measuring instruments and equipment, including 1) electronic distance measurer; precision: standard deviation 3 millimeters plus 3 ppm, or less; range: at least one mile under average atmospheric conditions, 2) prisms, sufficient to perform the required work, 3) tapes; steel, cloth, 4) angle measuring instruments and equipment: Theodolite for non-control surveys; precision: direct circle reading to three seconds, or equivalent, horizontal and vertical, and 4) targets as required to perform the required work.
- When required for efficient survey operations, Total Station Survey System (TSS), and electronic data collector shall be provided. The angle measuring instruments and distance measurer shall conform to requirements above.

- Radio communication shall be required if requested by AUTHORITY.

2.5-3 Survey Personnel Safety. In addition to the requirements specified elsewhere in this contract, the following also shall apply. CONSULTANT shall conform to the industry safety provisions for work areas as established by the AUTHORITY Safety Program. CONSULTANT's personnel shall wear white hard hats, orange vests and rubber-soled/safety toe work boots at all times while working in the field. CONSULTANT shall provide appropriate safety training for all CONSULTANT's personnel required to work on and near the PROJECT site. All safety equipment and personnel protective devices and gear shall be provided by the CONSULTANT.

2.6 Construction Management, Inspection and Survey Deliverables

CONSULTANT shall create and maintain the following documentation and deliverables:

2.6-1 Daily inspection reports and extra-work diaries.

2.6-2 Monthly CONSULTANT progress reports prepared by the CONSULTANT's project manager.

2.6-3 Monthly Project Status Reports prepared by the Resident Engineer.

2.6-4 Approved construction contract progress payment and quantity documents delivered to the AUTHORITY no later than five (5) working days after the day specified as the payment application cut-off date or five (5) working days after the date that all information is provided by the Contractor, whichever is later.

2.6-5 Approved final payment quantity documents delivered to the AUTHORITY no later than five (5) working days after acceptance of the completed construction PROJECT by the AUTHORITY or five (5) working days after the date that all information is provided by the Contractor, whichever is later.

2.6-6 Field measurement reports, and all reports, calculations and other applicable documents prepared for the PROJECT as required by AUTHORITY procedures.

2.6-7 Survey points, lines, and monuments shall be established, marked identified and referenced, as required by the survey request and the requirements herein.

2.6-8 Survey notes, drawings, calculations and other survey documents and information shall be completed as required herein.

2.6-9 All original survey documents resulting from this contract (including original field notes, adjustment calculations, final results, and appropriate intermediate documents) shall be delivered to AUTHORITY and shall become the property of AUTHORITY. A copy of all survey documents furnished to AUTHORITY shall be retained by CONSULTANT for future reference.

2.6-10 When a survey is performed with a total station survey system, the original field notes shall be a hard copy listing, in a readable format, of the data (observations) as originally collected and submitted by the survey party. The party chief shall sign the listing or if the chief is not licensed, the

person in "responsible charge" of the survey shall sign. Such information shall be included in PROJECT records.

2.6-11 Survey deliverables to AUTHORITY shall follow the format specified below:

- a) Horizontal Control - Alpha/numeric hard copy point listing with adjusted California Coordinate System northing and eastings and appropriate description.
- b) Vertical Control - Alpha/numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
- c) Topography - Alpha/numeric hard copy listing, hard copy drawing, and CADD digital drawing. The CADD drawing shall be provided on current media that will be compatible with Caltrans Standards.
- d) Cross-Section Data - The data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:
 - e) Conventional Cross-Sections - For each cross-section: and alpha/numeric listing, a hard copy drawing, and a computerized formatted file, which is compatible with Caltrans Standards. Computerized formatted cross-sections shall be provided on magnetic tapes or disks as requested by AUTHORITY.
 - f) Terrain Line Interpolation Cross-Section Data for each Terrain Line Interpolation survey: an alpha/numeric listing, a hard copy plan view drawing of the terrain lines, and a computerized input file. The computerized input file shall be provided on magnetic tape or disks compatible Caltrans requirements
 - g) Data Collector Data - If specified in the Survey Request, the raw data from the data collector shall be provided in a format conforming to the Survey Request requirements.

2.6-12 All correspondence, records, and other PROJECT documents described in the section titled Construction Management Services.

2.7 Certified Laboratory for Soils and Material Testing Services

The Contractor for each PROJECT shall be responsible to provide quality Assurance/Quality Control Soils and Materials Testing Services. CONSULTANT shall provide a certified laboratory to perform soils and materials testing services on an as needed basis in order to validate construction contractor test results.

2.7-1 The laboratory, whether temporary or permanent, is to be in the general vicinity of the PROJECT area and no more than 30 miles from the field office for the PROJECT.

2.7-2 Testing shall be performed in accordance with the California Test Methods and shall meet the latest requirement of American Society for Testing and Materials, (ASTM).

2.7-3 Testing machines must be calibrated annually or more frequently by impartial means using devices of accuracy traceable to the National Bureau of Standards.

2.7-4 The laboratory shall participate in the American Association of State Highway and Transportation Officials, (AASHTO) Materials Reference Laboratory (AMRL) or Cement or

Concrete Reference Laboratory (CCRL) inspection programs as appropriate. Copies of applications, correspondence, reports, and corrective actions shall be provided to AUTHORITY if requested.

2.7-5 The Laboratory shall have a quality control plan and a quality assurance plan in effect during the entire time work is being performed under the contract. The plan shall include quality control, quality assurance, and equipment calibration programs for the laboratory.

2.7-6 The Laboratory shall maintain an inventory of the testing equipment (listing the manufacturer, model serial number, calibration dates, and tolerances).

2.7-7 The Laboratory shall maintain a laboratory procedure manual describing the methods used for recording, processing, and reporting data, the sources of references material, standards, and test methods.

2.7-8 CONSULTANT and the Laboratory shall be responsible for all soils and materials testing performed for the PROJECT include source testing if required.

3.0 PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

3.0-1 Project Manager

The preferred minimum qualifications for the position of Project Manager are:

- a) Five years project management experience on similar construction projects, or other equivalent experience, as determined by AUTHORITY.
- b) Licensed Civil Engineer in the State of California.
- c) Proficient in the use of computer application programs such as Microsoft Word, Excel, Outlook, and Teams.

3.0-2 Resident Engineer

The preferred minimum qualifications for the Resident Engineer assigned to this PROJECT are as follows:

- a) Five years relevant construction management experience on similar construction projects.
- b) Three years experience as a Resident Engineer, acting as the Owner's representative.
- c) Ability to work independently and perform all construction management field office duties.
- d) Thorough knowledge of construction practices, and the ability to read and interpret plans and specifications.
- e) Ability to make effective decisions concerning field problems and work in progress.
- f) Licensed Civil Engineer in the State of California.
- g) Proficient in the use of computer application programs such as Microsoft Word, Excel, Outlook, and Teams.

- h) Current OSHA 10 Hour Certification.
- i) Qualified SWPPP Developer (QSD)

Under the direction of the AUTHORITY, the Resident Engineer will assume the following functional responsibilities, and shall possess experience in all of these areas:

- a) Act as the AUTHORITY's authorized representative in matters related to the construction phase of the PROJECT.
- b) Administer the construction contract between the AUTHORITY and the Contractor, and any other contract for equipment or material purchases between the AUTHORITY and vendors or for services between AUTHORITY and service providers for work incorporated into the PROJECT.
- c) Perform quality assurance inspections to achieve compliance with contract plans and specifications on all phases of construction, such as paving, structures, grading, drainage, sewer, water, utility relocation, electrical installation, sign installation and landscaping items.
- d) Perform quantity calculations for progress pay estimates and keep PROJECT records.
- e) Perform design for minor changes and make design estimates for contract change orders.
- f) Perform analytical calculations for items such as basic earthwork and grading, and redesigning facilities to fit existing field conditions.
- g) Maintain continuous communication with the AUTHORITY's Project Manager and staff, the Design Engineer's staff, field personnel, public outreach personnel, and with PROJECT neighbors to resolve community PROJECT problems and to advise them of work conditions affecting the neighborhood.

3.0-3 Office Engineer / Project Controls Engineer

The preferred minimum qualifications for the Office Engineer, who will also serve as the PROJECT's Project Controls Engineer, are as follows:

- a) Three years of relevant experience as an office engineer working on construction projects.
- b) Experience with project documentation requirements and document filing practices on public works construction projects, and experience in using electronic document management systems, for access to, and retention of project documents of all types.
- c) Proficient in the use of computer application programs such as Microsoft Word, Excel, Outlook and Teams, as well as experience with document management software such as Primavera Contract Manager, Expedition, Meridian Prolog Manager, e-Builder, or other similar document control systems.
- d) Experience in managing and processing submittals, request for information, change request, change directives, change orders, payment applications, deficiency notices, and other typical duties of an office engineer.
- e) Three years of experience performing schedule preparation, review and analysis tasks using computerized critical path method (CPM) scheduling tools.

- f) Experience with web-based systems for the storage and retrieval of shared documents and drawings.
- g) Ability to work independently and meet deadlines.

Under the direction of the Resident Engineer, the Office Engineer - Document Controller will assume the following functional responsibilities, and shall possess experience in all of these areas:

- a) Manage the flow of correspondence and all other PROJECT documentation required to be managed by the CONSULTANT.
- b) Assist the CONSULTANT staff by performing administrative tasks as instructed.
- c) Log the issuance or receipt, and the disposition and processing steps, of all documents such as RFI's, Value Engineering Change Proposals (VECP's), change order requests, submittals, change directives, change orders, deficiency notices, and other documents that are required to be tracked until accepted, approved or resolved.
- d) Ensure that all documentation and records are being maintained and properly stored for easy retrieval at all times in accordance with the AUTHORITY's Document Control System.
- e) Monitor the creation of documentation and reports required of the CONSULTANT staff, notify the Resident Engineer of any deficiencies, and endeavor to resolve those documentation issues and fill any gaps.
- f) Assist the AUTHORITY, Resident Engineer, Inspectors and other project participants in accessing and obtaining project documentation.
- g) Review all schedules of all types submitted by the Contractor in accordance with the construction contract requirements, conduct analyses and assessments of those schedules, and provide written review comments.
- h) Provide advice and opinions to the Resident Engineer and the AUTHORITY regarding the Contractors' schedules, schedule updates and the progress of the work of the Contractor.
- i) Generate special schedules and customized schedule reports, utilizing the Primavera Project Management scheduling software, for use by the Resident Engineer and the AUTHORITY.

3.0-5 Field Inspector

The preferred minimum qualifications for the position of Field Inspector are as follows:

- a) Three years of construction experience on a similar project or other relevant experience.
- b) Knowledge of construction practices, physical characteristics and properties of roadway, structures, drainage and utility systems construction materials, and the approved methods and equipment used in making physical tests of construction materials.
- c) Ability to work independently and perform duties in the field.

- d) Ability to effectively make minor decisions concerning work in progress and solving field and office problems.
- e) Thorough knowledge of construction practices, and the ability to read and interpret plans and specifications.
- f) Proficient in the use of computer application programs such as Microsoft Word, Excel, Outlook and Teams.

Under the direction of the Resident Engineer, the Field Inspector will assume the following functional responsibilities and shall possess experience in all of these areas:

- a) Perform quality assurance inspections to achieve compliance with contract plans and specifications on all phases of construction, such as paving, structures, grading, drainage, sewer, water, utility relocation, electrical installation, sign installation and landscaping items.
- b) Perform quantity calculations and measurement for progress pay estimates and keep daily project records.
- c) Perform calculations and measurement of basic earthwork, grading and construction components.
- d) Maintain continuous communication with the Resident Engineer and other field personnel and staff.

4.0 CONSULTANT STAFFING LEVELS

The anticipated category and full-time equivalent (FTE), of the CONSULTANT'S personnel required for the PROJECT is listed below. The number of personnel will vary depending on the needs of the PROJECT, and the Contractor's progress. The type of personnel anticipated to be required at various times during the course of construction is listed below.

Project Manager	0.10
Office Engineer / Project Controls Engineer	0.15
Resident Engineer	0.25
Field Inspector	0.35
Surveyor	0.10

Total:	0.95
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CONSULTANT shall prepare a preliminary project staffing plan that performs the specified work efficiently and submit to the AUTHORITY for review and acceptance prior to the start of services. The staffing plan shall be amended and submitted for review and acceptance after review of the Contractor's baseline schedule or any significant change in the Contractor's schedule. It is anticipated that CONSULTANT personnel will be added and subtracted on an as-required basis during construction. Any changes in staffing levels shall be approved in advance by the AUTHORITY.

The level of effort will be re-evaluated periodically to assure that the appropriate level of effort is maintained.

5.0 SCHEDULE OF PERFORMANCE

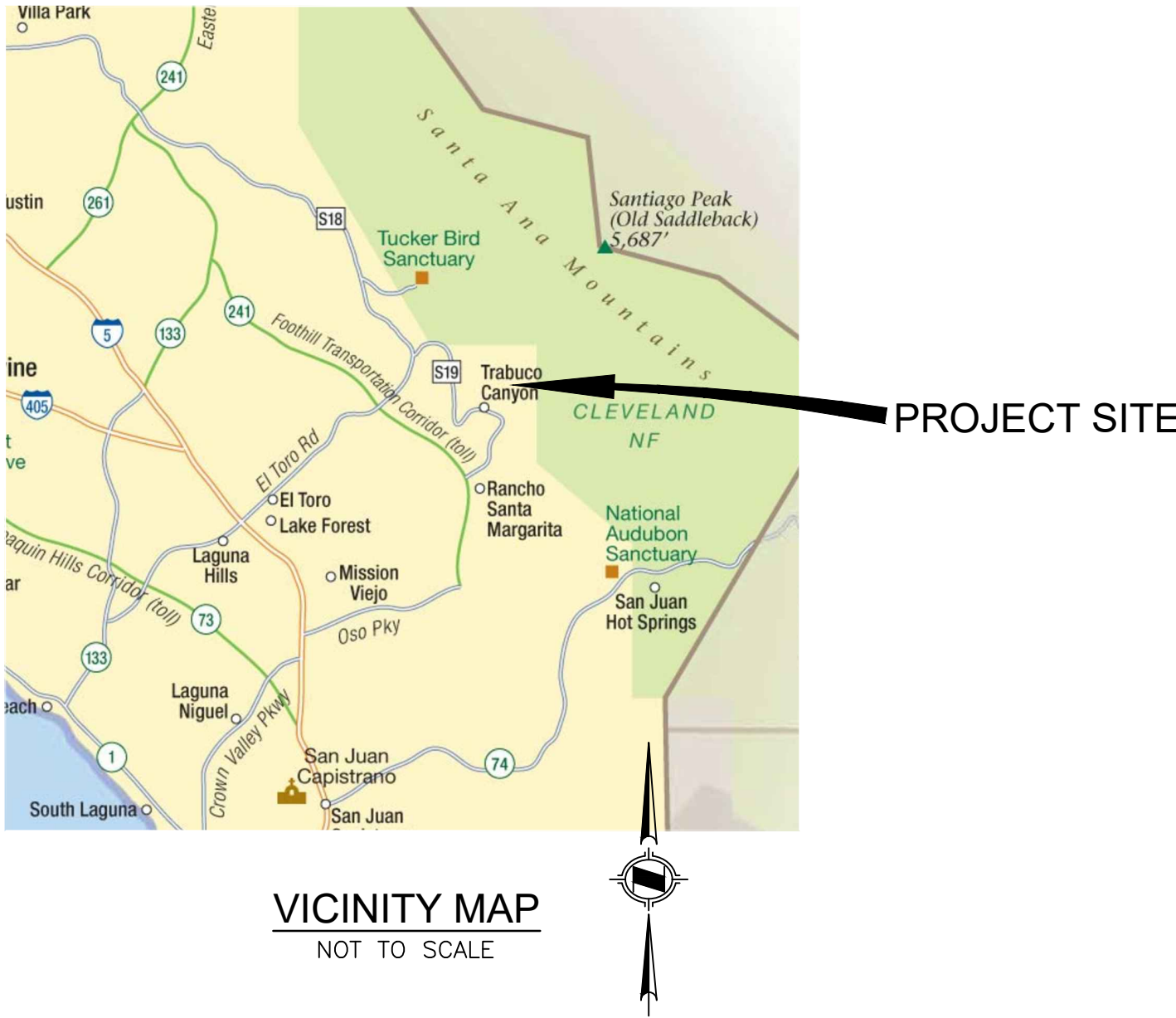
It is anticipated that the Resident Engineer and Office Engineer - Document Controller will be required approximately one month before the scheduled Notice of Award of the construction contract. Other personnel will be added when their services are required and as indicated by the CONSULTANT's accepted current staffing plan. Personnel assigned to the contracts on a full-time basis shall remain assigned to the contracts for the duration of the contracts.

LIMITATION ON GOVERNMENTAL DECISIONS

Nothing contained in this scope of work permits CONSULTANT's personnel to authorize or direct any actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter into any contractual agreement on behalf of AUTHORITY. In addition, CONSULTANT's personnel shall not provide information, an opinion, or a recommendation for the purpose of affecting a decision without significant intervening substantive review by AUTHORITY personnel, counsel, and management.

OCTA

TRABUCO ROSE PRESERVE GULLY REPAIR AND RESTORATION



SHEET LIST TABLE		
SHT NO	DRAWING NO	SHEET TITLE
1	T-1	TITLE SHEET
2	C-1	TECHNICAL SPECIFICATIONS
3	C-2	PLAN AND PROFILE
4	C-3	CROSS SECTIONS

GRADING NOTES

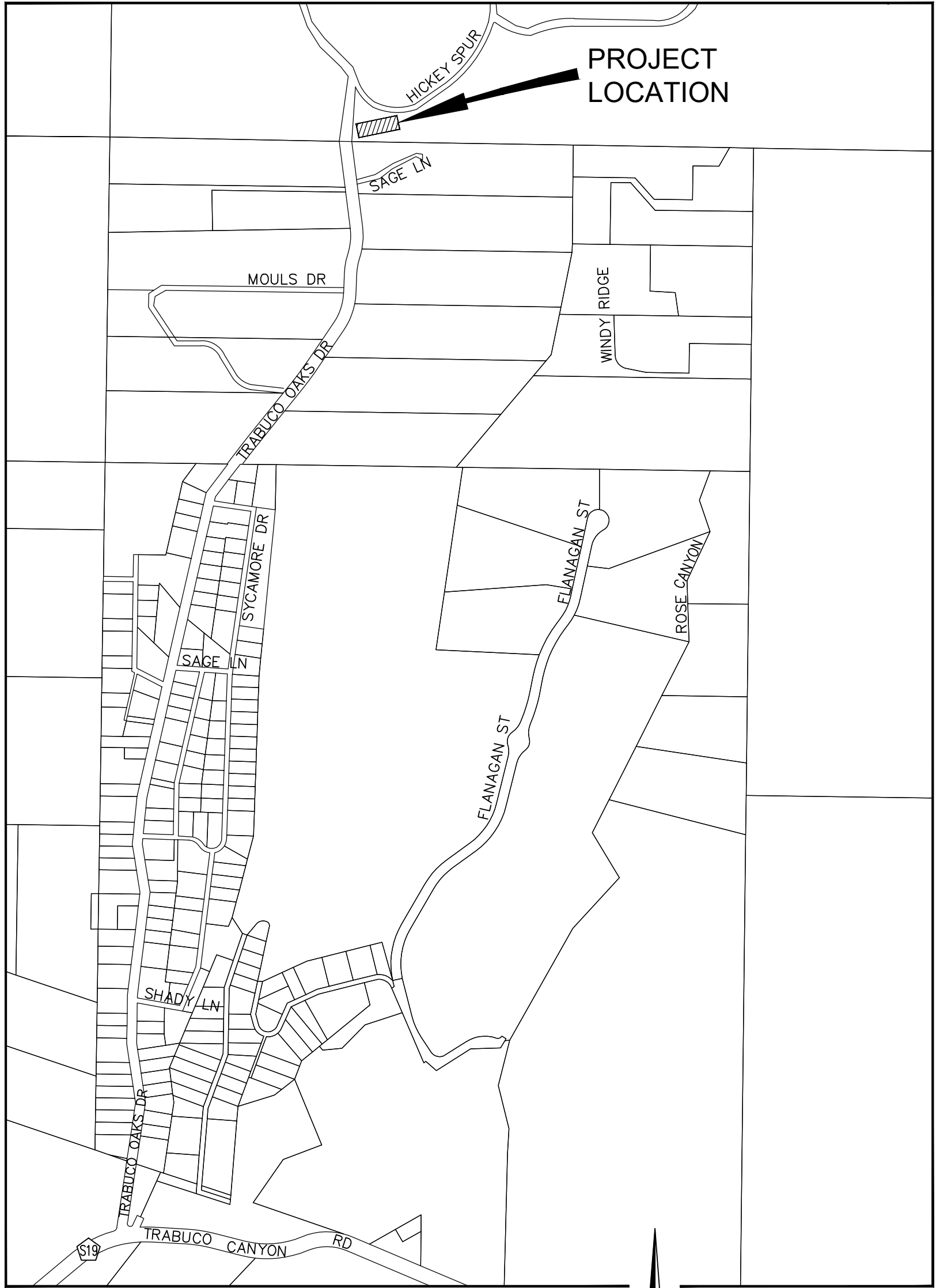
- ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SPPWC "GREENBOOK") LATEST EDITION UNLESS OTHERWISE SPECIFIED ON THESE PLANS. A COPY OF THE THE "GREENBOOK" AND THESE PLANS SHALL BE RETAINED ON THE JOB SITE WHILE WORK IS IN PROGRESS. ALL ORANGE COUNTY PUBLIC WORKS STANDARD PLANS AND SPECIAL PROVISIONS REFERENCED ON THESE PLANS SHALL ALSO BE RETAINED ON THE SITE.
- ISSUANCE OF A GRADING PERMIT DOES NOT ELIMINATE THE NEED FOR PERMITS FROM OTHER AGENCIES WITH REGULATORY RESPONSIBILITIES FOR CONSTRUCTION ACTIVITIES ASSOCIATED WITH THE WORK AUTHORIZED ON THIS PLAN.
- THE GRADING PERMIT AND AN APPROVED COPY OF THE APPROVED GRADING PLAN SHALL BE ON THE PERMITTED SITE WHILE GRADING WORK IS IN PROGRESS.
- THE CIVIL ENGINEER SHALL BE AVAILABLE DURING GRADING TO VERIFY COMPLIANCE WITH THE PLANS, SPECIFICATIONS, OC GRADING CODE, AND ANY SPECIAL CONDITIONS OF THE PERMIT WITHIN THEIR PURVIEW.
- FILL SLOPES SHALL BE NO STEEPER THAN 2-FEET HORIZONTAL TO 1-FEET VERTICAL (2:1) EXCEPT WHERE SPECIFICALLY APPROVED BY THE ENGINEER.
- THE STOCKPILING OF EXCESS MATERIAL SHALL BE APPROVED BY THE OCTA INSPECTOR PRIOR TO EXCAVATION.
- EXPORT SOIL MUST BE TRANSPORTED TO A LEGAL DUMP OR TO A PERMITTED SITE APPROVED BY THE OCTA INSPECTOR OR HIS/HER DESIGNEE.
- THE CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL MEASURES.
- SLOPES EXCEEDING 5 FEET IN HEIGHT SHALL BE PLANTED WITH AN APPROVED PLANT MATERIAL. IN ADDITION, SLOPES EXCEEDING 15 FEET IN HEIGHT SHALL BE PROVIDED WITH AN APPROVED IRRIGATION SYSTEM, UNLESS OTHERWISE APPROVED BY THE OCTA INSPECTOR.
- ALL EXISTING DRAINAGE COURSES THROUGH THIS SITE SHALL REMAIN OPEN UNTIL FACILITIES TO HANDLE STORM WATER ARE APPROVED AND FUNCTIONAL. HOWEVER, IN ANY CASE, THE CONTRACTOR SHALL BE HELD LIABLE FOR ANY DAMAGE DUE TO OBSTRUCTING NATURAL DRAINAGE PATTERNS.
- SANITARY FACILITIES SHALL BE MAINTAINED ON SITE.
- THE LOCATION AND PROTECTION OF ALL UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR.
- APPROVED PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS SHALL BE USED TO PROTECT ADJOINING PROPERTIES DURING GRADING. GRADING OPERATIONS INCLUDING MAINTENANCE OF EQUIPMENT WITHIN ONE-MILE OF A HUMAN OCCUPANCY SHALL NOT BE CONDUCTED BETWEEN THE HOURS OF 8:00 P.M. AND 7:00 A.M. DAILY, ON SUNDAYS, OR ON A FEDERAL HOLIDAY.
- A) ALL CONSTRUCTION VEHICLES OR EQUIPMENT, FIXED OR MOBILE, OPERATED WITHIN 1000 FEET OF A DWELLING SHALL BE EQUIPPED WITH PROPERLY OPERATIONAL AND MAINTAINED MUFFLERS.
B) ALL OPERATIONS SHALL COMPLY WITH ORANGE COUNTY CODIFIED ORDINANCE DIVISION 6 (NOISE CONTROL).
C) STOCKPILING AND/OR VEHICLE STAGING AREAS SHALL BE LOCATED AS FAR AS PRACTICAL FROM DWELLINGS AND WITHIN THE LIMITS OF THE GRADING PERMIT.
- EARTHWORK SHALL BE HALTED DURING PERIODS OF HIGH WINDS. ACCORDING TO AQMD RULE 403, HIGH WIND CONDITIONS MEANS INSTANTANEOUS WIND SPEEDS EXCEED 25 MPH. THIS LEVEL OCCURS ONLY UNDER EXTREME CONDITIONS SUCH AS SANTA ANA WIND CONDITIONS.
- THE CONTRACTOR SHALL SUBMIT A STATEMENT OF COMPLIANCE TO THE ASSIGNED GRADING INSPECTOR THAT THE GRADING IS IN ACCORDANCE WITH THE APPROVED DESIGN PLAN PRIOR TO FINAL APPROVAL.

GENERAL NOTES

- THE CONTRACTOR SHALL CONTACT OCTA, TELEPHONE (714) 560-5374 AT LEAST 72 HOURS PRIOR TO STARTING CONSTRUCTION WORK SUBJECT TO OCTA INSPECTION, AND GRADING OR BRUSHING WORK SUBJECT TO A GRADING PERMIT.
- CORRESPONDING STATE OF CALIFORNIA TEST METHODS MAY BE SUBSTITUTED FOR DESIGNATED ASTM TEST METHODS FOR WORK SUBJECT TO OCTA INSPECTION.
- ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN IN OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" THE U.S. DEPARTMENT OF LABOR, AND WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS". THE CITY ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTOR OR SUBCONTRACTOR'S COMPLIANCE WITH SAID REGULATIONS AND ORDERS. CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO THE NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD ORANGE COUNTY TRANSPORTATION AUTHORITY, AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

EROSION CONTROL NOTES

- IN THE CASE OF EMERGENCY (24-HOUR/DAY), CALL _____ AT WORK TELEPHONE NO. _____.
- SEDIMENT FROM AREAS DISTURBED BY CONSTRUCTION SHALL BE RETAINED ON SITE USING STRUCTURAL CONTROLS TO THE MAXIMUM EXTENT PRACTICABLE.
- STOCKPILES OF SOIL SHALL BE PROPERLY CONTAINED TO MINIMIZE SEDIMENT TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES OR ADJACENT PROPERTIES VIA RUNOFF, VEHICLE TACKING, OR WIND.
- APPROPRIATE BMPs FOR CONSTRUCTION-RELATED MATERIALS, WASTES, SPILLS SHALL BE IMPLEMENTED TO MINIMIZE TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES, OR ADJOINING PROPERTIES BY WIND OR RUNOFF.
- RUNOFF FROM EQUIPMENT AND VEHICLE WASHING SHALL BE CONTAINED AT CONSTRUCTION SITES UNLESS TREATED TO REDUCE OR REMOVE SEDIMENT AND OTHER POLLUTANTS.
- ALL CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR PERSONNEL ARE TO BE MADE AWARE OF THE REQUIRED BMPs AND GOOD HOUSEKEEPING MEASURES FOR THE PROJECT SITE AND ANY ASSOCIATED CONSTRUCTION STAGING AREAS.
- AT THE END OF EACH DAY OF CONSTRUCTION ACTIVITY ALL CONSTRUCTION DEBRIS AND WASTE MATERIALS SHALL BE COLLECTED AND PROPERLY DISPOSED IN TRASH OR RECYCLE BINS.
- CONSTRUCTION SITES SHALL BE MAINTAINED IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. DISCHARGES OF MATERIAL OTHER THAN STORMWATER ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT: CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER FEDERAL REGULATIONS 40 CFR PARTS 117 AND 302.
- POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS, AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING AND SUPER CHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, THE CONTRACTOR SHALL DISPOSE OF SUCH MATERIALS IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORMWATER RUNOFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
- DEWATERING OF CONTAMINATED GROUNDWATER, OR DISCHARGING CONTAMINATED SOILS VIA SURFACE EROSION IS PROHIBITED. DEWATERING OF NONCONTAMINATED GROUNDWATER REQUIRES A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FROM THE RESPECTIVE STATE REGIONAL WATER QUALITY CONTROL BOARD.
- GRADED AREAS ON THE PERMITTED AREA PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPES AT THE CONCLUSION OF EACH WORKING DAY. DRAINAGE IS TO BE DIRECTED TOWARD DESILTING FACILITIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.
- THE CONTRACTOR SHALL INSPECT THE EROSION CONTROL WORK AND INSURE THAT THE WORK IS IN ACCORDANCE WITH THE APPROVED PLANS.
- ALL GENERAL CONTRACTORS, SUBCONTRACTORS, MATERIAL SUPPLIERS, LESSEES, AND PROPERTY OWNERS SHALL BE NOTIFIED THAT DUMPING OF CHEMICALS INTO THE STORM DRAIN SYSTEM OR THE WATERSHED IS PROHIBITED.
- EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES WHEN RAIN IS IMMINENT.
- ALL REMOVABLE EROSION PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY FORECAST EXCEEDS 40%.
- SEDIMENTS FROM AREAS DISTURBED BY CONSTRUCTION SHALL BE RETAINED ON SITE USING AN EFFECTIVE COMBINATION OF EROSION AND SEDIMENT CONTROLS TO THE MAXIMUM EXTENT PRACTICABLE, AND STOCKPILES OF SOIL SHALL BE PROPERLY CONTAINED TO MINIMIZE SEDIMENT TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES OR ADJACENT PROPERTIES VIA RUNOFF, VEHICLE TRACKING, OR WIND.

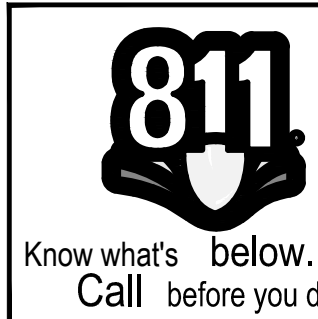


LEGEND:

PROJECT LOCATION

LOCATION MAP NOT TO SCALE

TG PAGE: 863
GRIDS: B5 & B6



REVISION		
NO.	DESCRIPTION	DATE

APPROVED BY:

XXXXX XXXXXXXX, OCTA ENGINEER
DATE XX/XX/XXXX

REVIEWED BY DATE

UNDER THE SUPERVISION OF:



PREPARED BY:

1561 E. ORANGETHORPE AVE.
SUITE 240
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TEL. (714) 526-7500
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DESIGNED BY: C. PENDROY
DRAWN BY: T. TAKIGAWA
REVIEWED BY: L. TORTUYA DATE: X/X/X

ORANGE COUNTY TRANSPORTATION AUTHORITY

TRABUCO ROSE PRESERVE
GULLY REPAIR AND RESTORATION

TITLE SHEET

Sheet Number:

T-1

Sheet 1 of 4

PART 1 GENERAL PROVISIONS

SECTION 6 PROSECUTION AND PROGRESS OF THE WORK

6-2 PROSECUTION OF THE WORK

ADD THE FOLLOWING:

6-2.1 MOBILIZATION. REPLACE THE ENTIRE SUBSECTION WITH THE FOLLOWING:

MOBILIZATION SHALL INCLUDE THE PROVISIONS OF THE CONSTRUCTION SCHEDULE, BEST MANAGEMENT PRACTICES AND STORM WATER POLLUTION PREVENTION; SEWAGE SPILLAGE PREVENTION; EMERGENCY RESPONSE PLAN; SITE REVIEW; OBTAINING ALL PERMITS, INSURANCE, AND BONDS; MOVING ONTO THE SITE ALL EQUIPMENT, AND OTHER CONSTRUCTION FACILITIES, AND REMOVAL OF SAME AT COMPLETION OF THE WORK; AND OTHER WORK, ALL AS REQUIRED FOR THE PROPER PERFORMANCE AND COMPLETION OF THE WORK.

MOBILIZATION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING ITEMS:

- a) SUBMITTAL AND MODIFICATION, AS REQUIRED, OF THE CONSTRUCTION SCHEDULE AND WQMP COMPLIANCE.
- b) MOVING ON TO THE SITE OF ALL CONTRACTOR'S PLANT AND EQUIPMENT REQUIRED FOR THE OPERATIONS.
- c) ESTABLISHING FIRE PROTECTION SYSTEM.
- d) DEVELOPING CONSTRUCTION WATER SUPPLY.
- e) PROVIDING ON-SITE SANITARY FACILITIES AND PORTABLE WATER FACILITIES, AS REQUIRED.
- f) ARRANGING FOR AND ERECTION OF CONTRACTOR'S WORK AND STORAGE YARD WITH ALL SPECIFIED EQUIPMENT FURNISHINGS AND UTILITY SERVICES.
- g) SUBMITTAL OF ALL REQUIRED INSURANCE CERTIFICATES AND BONDS, INCLUDING SUBCONTRACTORS.
- h) OBTAINING ALL REQUIRED PERMITS, LICENSES, INSURANCE, AND BONDS. PROVIDING COPIES TO THE ENGINEER.
- i) POSTING ALL OSHA REQUIRED NOTICES AND ESTABLISHMENT OF SAFETY PROGRAMS.
- j) POTHOLING AND OTHER RESEARCH AND REVIEW AS NECESSARY TO VERIFY SITE CONDITIONS AND UTILITY LOCATIONS
- k) REMOVAL, INCLUDING ALL SPRAY-PAINTED MARKINGS ON ANY SURFACE, CLEANUP, AND RESTORATION.
- l) ERECTING ALL TEMPORARY FENCING AT 5 FT MINIMUM AWAY FROM LIMIT OF CONSTRUCTION, INCLUDING REMOVAL AND DISPOSAL OF EXISTING TEMPORARY FENCING.
- m) PLACING ENVIRONMENTAL SENSITIVE FENCING AT BIOLOGICAL MONITORS DIRECTION AS FIRST ORDER OF BUSINESS.

PAYMENT FOR MOBILIZATION AFTER COMPLETION OF ITEMS (a) THROUGH (m) ABOVE SHALL BE LIMITED TO NO MORE THAN 25% OF THE TOTAL BID FOR MOBILIZATION.

PAYMENT FOR MOBILIZATION WILL THEN BE PAID PROPORTIONATE TO THE PERCENT COMPLETE OF THE PROJECT IN RELATION TO ITS WORKING DAYS AND UP TO AN AMOUNT NO MORE THAN 90% UNTIL THE CONTRACTOR COMPLETES ITEM (N).

6-2.2 MEASUREMENT AND PAYMENT

PAYMENT FOR MOBILIZATION WILL INCLUDE FULL COMPENSATION FOR FURNISHING ALL LABOR, MATERIALS, TOOLS, EQUIPMENT AND BACKUP EQUIPMENT; TRANSPORTATION AND TECHNICAL COMPETENCE FOR PERFORMING ALL WORK NECESSARY TO COMPLETE EACH ITEM AS INDICATED ON THE PLANS AND AS SPECIFIED IN THESE CONTRACT DOCUMENTS, INCLUDING BUT NOT LIMITED TO OBTAINING ALL APPLICABLE CERTIFICATIONS NECESSARY FOR SPECIALTY PERSONNEL AND MAJOR EQUIPMENT, AND ALL OTHER APPLICABLE PERMITS; SECURING A STORAGE YARD TO STORE ALL EQUIPMENT AND MATERIALS TO BE USED ON THE JOB; DISPOSAL OF WASTE MATERIALS, RESTORATION OF THE SITE, ETC. THE STORAGE YARD MAY ALSO BE USED AS A TEMPORARY STORAGE FOR EXCAVATED MATERIALS, AND TRAFFIC CONTROL ITEMS. COSTS FOR MOBILIZATION/DEMOBILIZATION SHALL BE INCLUDED IN THE LUMP SUM CONTRACT UNIT PRICE FOR MOBILIZATION (10% MAX. OF CONTRACT BID).

PART 2 CONSTRUCTION MATERIALS

UNLESS OTHERWISE STATED ON THE PLANS, ALL CONSTRUCTION MATERIALS ARE PER THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC) LATEST EDITION.

200-1 ROCK PRODUCTS

200-1.6 ROCK FOR SLOPE AND EROSION PROTECTION (RIPRAP)

200-1.6.1 GENERAL

ADD THE FOLLOWING:

STONework SHALL CONFORM TO OCPW SPECIAL PROVISION STANDARD 1809.

ROCK RIPRAP GRADATION REQUIREMENTS AS DETERMINED BY LABORATORY TESTS SHALL APPLY AND CONFORM TO SSPWC SECTION 200-1 TABLE 200-1.6.2.

RIVER COBBLESTONE: PLACE A 2-INCH MINIMUM SIZE RIVERINE COBBLESTONE AS INDICATED ON THE PLANS.

VOID FILLER MIXTURE: PLACE THE MIXTURE BETWEEN THE VOIDS OF EACH ROCK UNTIL ALL VOIDS ARE FULL OF VOID FILLER. THE EXCESS ROCK WEIR VOID FILLER ON TOP OF THE OUTER LAYERS SHALL BE REMOVED. ROCK WEIR VOID FILLER SHALL BE DELIVERED AS A UNIFORM MIXTURE OF COARSE AND FINE AGGREGATE, AND SHALL BE DEPOSITED IN A MANNER TO AVOID SEGREGATION.

VOID FILLER GRADATIONS:

SEIVE SIZE	PERCENT PASSING
3"	95-100
2"	85-98
1½"	51-90
1"	27-60
¾"	18-45
½"	5-25
⅜"	2-18
No. 4	0-6

ENGINEERING GEOSYNTHETICS

213-1 GENERAL

ADD THE FOLLOWING:

WHERE APPLICABLE USE OCPW SPECIAL PROVISION STANDARD PLAN 1808 FOR GEOTEXTILES.

GEOTEXTILE LINER SHALL BE THE MIRAFI NON-WOVEN 140N AND SHALL CONFORM TO THESE SPECIFICATIONS.

COCONUT JUTE MATTING:

COCONUT JUTE MATTING SHALL BE COIR BLANKET MADE FROM 100% COIR COCONUT FIBER WITH JUTE THREAD, AND CONFORM TO THE MANUFACTURER SPECIFICATIONS.

213-2 IDENTIFICATION, STORAGE, AND HANDLING:

IDENTIFICATION: GEOTEXTILES SHALL BE FURNISHED IN ROLLS WRAPPED WITH PROTECTIVE COVERING TO PROTECT THEM AGAINST ULTRAVIOLET RADIATION AND ABRASION. TORN WRAPPERS SHALL BE REPAIRED WITHIN 48-HOURS USING AN APPROVED PROTECTIVE COVERING. EACH ROLL OF FABRIC SHALL BE MARKED OR TAGGED TO IDENTIFY THE MANUFACTURER, TYPE, LENGTH, WIDTH, AND PRODUCTION IDENTIFICATION.

STORAGE AND HANDLING: FABRIC SHALL BE STORED ON CLEAN, DRY SURFACES, FREE OF FOREIGN SUBSTANCES SUCH AS GREASE, OIL, PAINT, EPOXY, CEMENT OR ANY OTHER SUBSTANCES WHICH WOULD HAVE A DELETERIOUS EFFECT ON THE FABRIC. WHEN STORED IN OUTSIDE AREAS, FABRIC SHALL BE KEPT 1 FOOT MINIMUM ABOVE GROUND LEVEL. THE CONTRACTOR SHALL KEEP THE FABRIC IN ITS PROTECTIVE COVERING UNTIL IT IS READY FOR INSTALLATION. OPENED ROLLS SHALL BE COVERED BY A WATERPROOF COVERING WHEN NOT IN USE AND AT THE END OF EACH WORKING DAY. NO HOOKS, TONGS OR OTHER SHARP TOOLS OR INSTRUMENTS SHALL BE USED IN HANDLING ANY FABRIC. FABRIC MAY BE UNLOADED OR HANDLED IN ONE OF THE FOLLOWING WAYS:

- a) BY PLACING SLINGS UNDER THE ROLLS;
- b) BY USING A POLE INSERTED THROUGH A HOLLOW CORE, PROVIDED THE POLE EXTENDS 1 FOOT MINIMUM BEYOND EACH END OF THE CORE, AND LIFTING AND HANDLING DEVICES ARE ATTACHED TO ONLY THAT PORTION OF THE POLE LOCATED OUTSIDE THE ENDS OF THE CORE; OR
- c) BY HAND.

213-3 SAMPLING AND TESTING.

ADD THE FOLLOWING:

A LABORATORY SHALL BE MAINTAINED AT OR NEAR THE POINT OF MANUFACTURE TO ENSURE QUALITY CONTROL IN ACCORDANCE WITH ASTM AND OTHER APPLICABLE TESTING PROCEDURES. THE LABORATORY SHALL BE APPROVED BY THE ENGINEER. THE LABORATORY SHALL MAINTAIN RECORDS OF ITS QUALITY CONTROL RESULTS.

A MANUFACTURER'S CERTIFICATE SHALL ACCOMPANY THE SHIPMENT AND BE DELIVERED TO THE ENGINEER PRIOR TO INSTALLATION. THE CERTIFICATE SHALL INCLUDE: (A) NAME OF MANUFACTURER; (B) CHEMICAL COMPOSITION; (C) PRODUCT DESCRIPTION; (D) LOT NUMBER AND TEST RESULTS; AND (E) SIGNATURE OF AN AUTHORIZED OFFICIAL. A UNIT IS 600 YARDS OR ONE ROLL, WHICHEVER IS LESS. A LOT IS THE UNITS PRODUCED BY A SINGLE MACHINE ON A SINGLE SHIFT WITHOUT INTERRUPTION BUT NOT TO EXCEED 1,000 UNITS. THE NUMBER OF UNITS TESTED WITHIN A LOT SHALL BE EQUAL TO, BUT NO LESS THAN, THE CUBE OF THE UNITS IN THAT LOT (FRACTIONS OF A NUMBER TO BE ROUNDED OFF TO THE NEXT HIGHER WHOLE NUMBER). UNLESS A GREATER NUMBER OF TESTS ARE REQUIRED BY THESE OR OTHER APPLICABLE SPECIFICATIONS, A MINIMUM OF 8 TESTS SHALL BE PERFORMED IN EACH OF THE PRINCIPAL DIRECTIONS FOR EACH UNIT TESTED. THE AVERAGE OF TEST VALUES MAY NOT BE LESS THAN SPECIFIED. IN THE EVENT OF ANY FAILURE, THE ENTIRE LOT WILL BE REJECTED.

BEDDING AND BACKFILL MATERIALS

217-1 BEDDING MATERIAL

217-1.1 GENERAL

ADD THE FOLLOWING:

TOPSOIL:

TOPSOIL CONSISTS OF MATERIAL SIMILAR IN GRADATION TO THE NATIVE SOIL, UNLESS OTHERWISE STATED ON THE PLANS, TOPSOIL SHALL BE DESIGNATED AS CLASS B AND SHALL CONFORM TO SSPWC SECTION 800-1.1.3.

PART 3 CONSTRUCTION METHODS

UNLESS OTHERWISE STATED ON THE PLANS, ALL MEANS AND METHODS ARE PER THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC) LATEST EDITION.

EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 GENERAL

ADD THE FOLLOWING:

UNLESS OTHERWISE STATED ON THE PLANS, ALL MATERIAL REMOVED FROM THE WORK SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF IN A LAWFUL MANNER. REMOVALS SHALL INCLUDE, BUT NOT LIMITED TO, ALL EXCESS EXCAVATION MATERIAL, TREES AND PLANTS, DEBRIS, AND TRASH.

300-1.4 PAYMENT

REPLACE THE ENTIRE SUBSECTION WITH THE FOLLOWING:

PAYMENT SHALL BE MADE PER THE LUMP SUM CONTRACT UNIT PRICE FOR CLEAR AND GRUB AND THE FOLLOWING:

- a. MISCELLANEOUS REMOVAL AND RELOCATIONS. PAYMENT FOR MISCELLANEOUS REMOVALS AND RELOCATIONS SHALL BE PER THE LUMP SUM CONTRACT UNIT PRICE FOR CLEAR AND GRUB AND SHALL INCLUDE FULL COMPENSATION FOR TREE AND STUB REMOVAL AND DISPOSING OF SURPLUS MATERIAL OFF THE WORK SITE.
- b. TRASH. THERE IS NO SEPARATE PAYMENT FOR REMOVAL OF TRASH. THE COST SHALL BE INCLUDED PER THE LUMP SUM CONTRACT UNIT PRICE FOR CLEAR AND GRUB.
- c. THERE IS NO SEPARATE PAYMENT FOR INSTALLATION AND REPLACEMENT PORTION OF EXISTING RIPRAP SALVAGED FROM DEMOLITION.

300-7 EARTHWORK FOR CHANNELS

300-7.1 GENERAL

ADD THE FOLLOWING:

TOPSOIL PLACEMENT:

6-INCH TOPSOIL LAYER SHALL BE PLACED ON THE SURFACE. PLACING AND SPREADING OF TOPSOIL SHALL NOT BE DONE WHEN THE GROUND IS FROZEN, EXCESSIVELY WET OR OTHERWISE IN A CONDITION DETRIMENTAL TO THE WORK. SURFACES DESIGNATED TO BE COVERED SHALL BE LIGHTLY SCARIFIED JUST PRIOR TO THE SPREADING OPERATION. COMPACTION OF TOPSOIL WILL NOT BE REQUIRED.

CHANNELS FOR THE PURPOSES OF THIS SECTION SHALL MEAN NATURAL, OPEN TRAPEZOIDAL CHANNELS.

300-7.4 FILL AND BACKFILL

ADD THE FOLLOWING:

TOPSOIL SALVAGED FROM THE PROJECT SITE WILL BE UTILIZED AS APPLICABLE. NO SOIL IMPORT IS REQUIRED.

TOPSOIL MEASUREMENT AND PAYMENT:

TOPSOIL WILL BE MEASURED AND PAID AT THE CONTRACT UNIT PRICE PER CUBIC YARD FOR TOPSOIL (12-IN LAYER), AND SHALL INCLUDE FULL COMPENSATION FOR THE FOLLOWING: TOPSOIL (12-IN LAYER) FROM THE DESIGN PLANS, MATERIALS, LABOR, TOOLS, AND EQUIPMENT NECESSARY TO COMPLETE THE ITEM.

300-7.6 MEASUREMENT AND PAYMENT

EXCAVATION WILL BE MEASURED AND PAID AT THE CONTRACT UNIT PRICE PER CUBIC YARD, AND SHALL INCLUDE FULL COMPENSATION FOR THE FOLLOWING: EXCAVATION LIMITS FROM THE DESIGN PLANS, MATERIALS, LABOR, TOOLS, AND EQUIPMENT NECESSARY TO COMPLETE THE ITEM.

300-9 GEOTEXTILES AND COCONUT JUTE MATTING FOR EROSION CONTROL

300-9.1.1 PLACEMENT

REPLACE THE SECOND TO LAST PARAGRAPH WITH THE FOLLOWING:

GEOTEXTILE FABRIC SHALL BE COVERED AS SOON AS POSSIBLE AFTER BEING PLACED, BUT NOT LATER THAN 3 DAYS AFTER PLACEMENT. GEOTEXTILE FABRIC LEFT UNCOVERED FOR MORE THAN 3 DAYS SHALL BE REMOVED AND REJECTED.

GEOTEXTILE FABRIC SHALL BE PLACED ON TOP OF NATIVE SOIL. RIPRAP SUB-BASE TO BE PLACED ON TOP OF GEOTEXTILE FABRIC. COCONUT JUTE MATTING TO BE PLACED OVERLAP ON GEOTEXTILE FABRIC ALONG TOP OF CHANNEL BANKS. COCNUT JUTE MATTING SHALL BE SECURED WITH ANCHOR PINS OR STAPLES.

PARALLEL ROLLS OF GEOTEXTILE FABRIC SHALL BE OVERLAPPED 18 INCHES OR SEWN IF REQUIRED BY THE PLANS.

COCNUT JUTE MATTING SHOULD BE PLACED ON THE CENTER AND BOTH ENDS OF THE GEOTEXTILE FABRIC. THREE (3) U-SHAPED PINS PER SQUARE METER OR 10 SQUARE FEET ARE USED TO ENSURE THAT THE GEOTEXTILE FABRIC AND COCNUT JUTE MATTING REMAIN FULLY INTACT TO THE GROUND. THE COCNUT JUTE MATTING SHALL BE PLACED OVERLAP WITH GEOTEXTILE FABRIC BY AT LEAST 12 INCHES AND PINNED INTO PLACE. AFTER THE OVERLAPPING MATS ARE SUCCESSFULLY FASTENED ALTOGETHER, SPRAY THE COCONUT JUTE MATTING WITH WATER.

300-9.1.2 MEASUREMENT AND PAYMENT

ADD THE FOLLOWING:

MIRAFI 140N NON-WOVEN GEOTEXTILE FABRIC SHALL BE MEASURED FOR PAYMENT BY THE SQUARE YARD OF FABRIC PLACED, NOT INCLUDING ANY ADDITIONAL FABRIC FOR OVERLAPS OR SPLICES.

COCONUT JUTE MATTING SHALL BE MEASURED FOR PAYMENT BY THE SQUARE FEET OF FABRIC PLACED, NOT INCLUDING ANY ADDITIONAL FABRIC FOR OVERLAPS OR SPLICES.

300-11 ROCK SLOPE AND EROSION PROTECTION (RIPRAP)


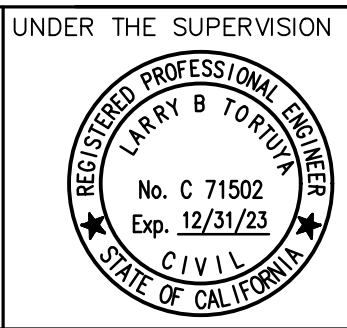
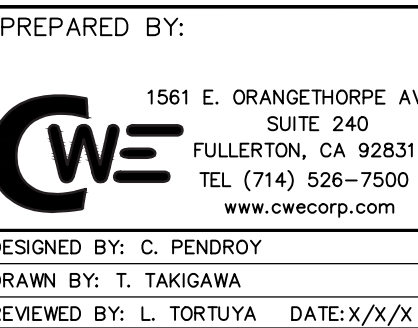
300-11.4 MEASUREMENT AND PAYMENT

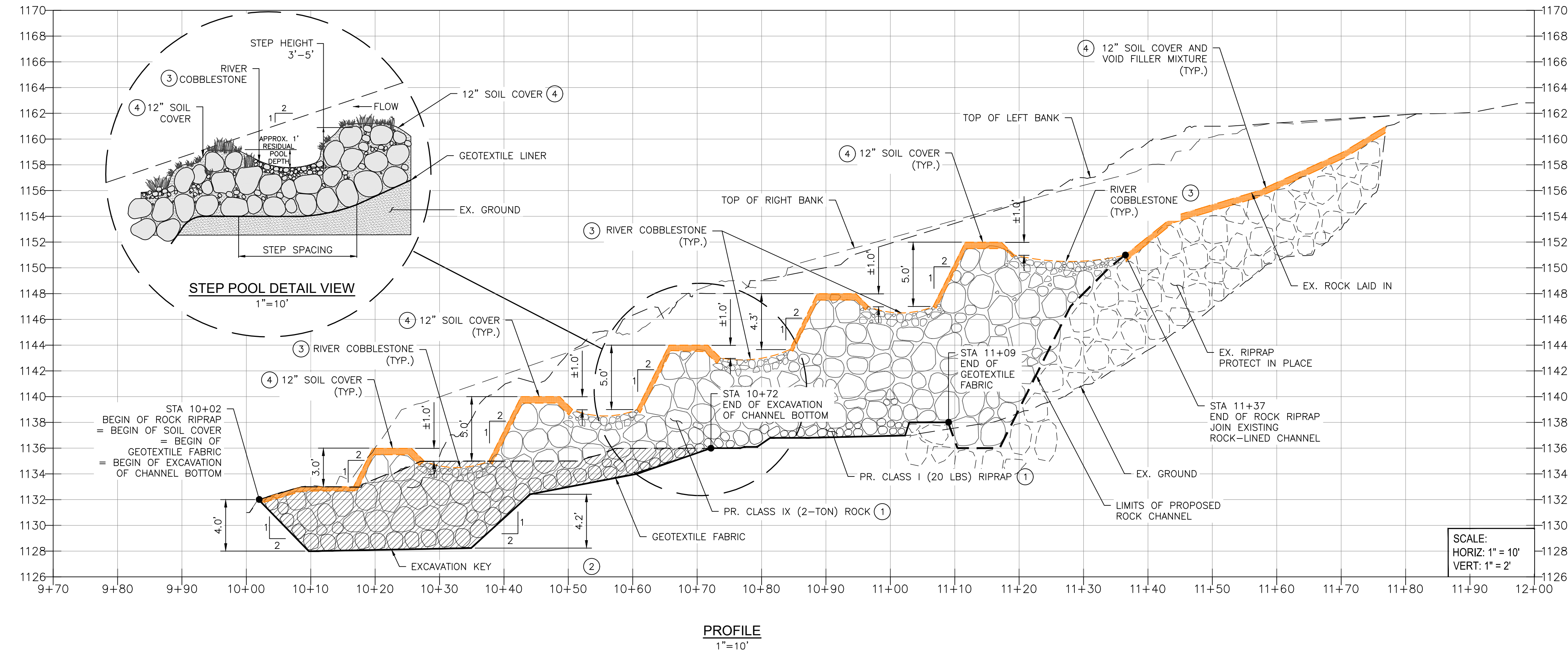
REPLACE THE ENTIRE SUBSECTION WITH THE FOLLOWING:

RIPRAP CLASS IX (2-TON) WILL BE MEASURED AND PAID AT THE CONTRACT UNIT PRICE PER CUBIC YARD, AND SHALL INCLUDE FULL COMPENSATION FOR THE FOLLOWING: CLASS IX (2-TON) ROCK 36" DIAMETER, CLASS I (20 LBS) ROCK 6" DIAMETER, NEW IMPORTED RIPRAP FROM THE DESIGN PLANS AND DETAILS. MATERIALS, LABOR, TOOLS, AND EQUIPMENT NECESSARY TO COMPLETE THE ITEM. INSTALL AND REPLACE PORTION OF EXISTING RIPRAP SALVAGED FROM DEMOLITION STATED IN SECTION 300-1.4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING EXISTING ROCK RIPRAP SIZE FOR THE SALVAGED RIPRAP.

RIVER COBBLESTONE WILL BE MEASURED AND PAID AT THE CONTRACT UNIT PRICE PER TON, AND SHALL INCLUDE FULL COMPENSATION FOR THE FOLLOWING: RIVER COBBLESTONE FROM THE DESIGN PLANS, MATERIALS, LABOR, TOOLS, AND EQUIPMENT NECESSARY TO COMPLETE THE ITEM.

VOID FILLER MIXTURE WILL BE MEASURED AND PAID AT THE CONTRACT UNIT PRICE PER TON, AND SHALL INCLUDE FULL COMPENSATION FOR THE FOLLOWING: VOID FILLER MIXTURE FROM THE DESIGN PLANS, MATERIALS, LABOR, TOOLS, AND EQUIPMENT NECESSARY TO COMPLETE THE ITEM.

		REVISION		APPROVED BY:		PREPARED BY: 	ORANGE COUNTY TRANSPORTATION AUTHORITY	Sheet Number:
	NO.	DESCRIPTION	DATE	<div>XXXXX XXXXXXXX, OCTA ENGINEER</div> <div>DATE</div>				C-1



PROJECT SCOPE NOTES:

THE CONSTRUCTION SITE IS TO BE SUPERVISED, AND ALL WORK IS/SHALL BE APPROVED BY A QUALIFIED INDIVIDUAL REPRESENTING OCTA.

CONSTRUCTION NOTES:

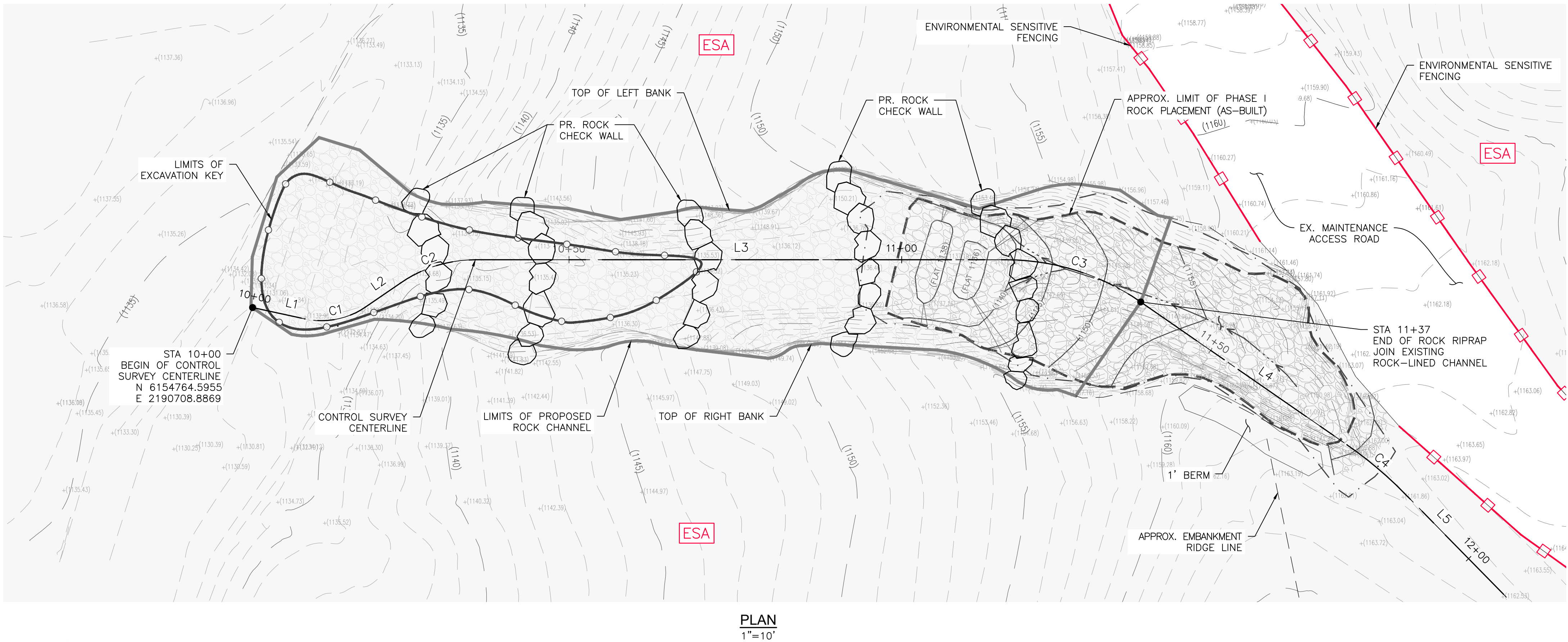
- ROCK-LINED CHANNEL (CLASS IX AND CLASS I) PER PLAN AND PROFILE. GRADATION PER SPECIFICATIONS ON SHEET C-1.
- EXCAVATE CHANNEL BOTTOM PER LIMITS SHOWN ON PLAN AND PROFILE.
- RIVERINE COBBLESTONE PER PLAN, PROFILE, AND SECTIONS.
- TOPSOIL PER PLAN, PROFILE, AND SECTIONS.

NOTES:

- ENVIRONMENTAL SENSITIVE FENCING TO BE PLACED AT BIOLOGICAL MONITORS DIRECTION AS FIRST ORDER OF BUSINESS.
- EXISTING TREES WITHIN THE ENVIRONMENTAL SENSITIVE AREA SHALL BE PROTECTED DURING CONSTRUCTION PER COUNTY OF ORANGE ZONING CODE UPDATE SECTION 7-9-69 - TREE PRESERVATION ORDINANCE.

LEGEND:

- AREA OF CHANNEL EXCAVATION
- ENVIRONMENTAL SENSITIVE AREA
- LIMITS OF ENVIRONMENTAL SENSITIVE AREA
- LIMITS OF EXCAVATION KEY



LINE DATA					
LINE#	LENGTH	DIRECTION	START POINT	END POINT	
L1	8.03	N62° 36' 43.50"E	N=6154764.60 E=2190708.89	N=6154771.72 E=2190712.58	
L2	6.37	N15° 53' 24.79"E	N=6154777.62 E=2190719.80	N=6154779.37 E=2190725.93	
L3	79.71	N50° 21' 39.49"E	N=6154785.79 E=2190735.78	N=6154847.18 E=2190786.63	
L4	37.71	N85° 04' 21.13"E	N=6154866.84 E=2190794.69	N=6154904.41 E=2190797.93	
L5	76.26	S84° 05' 04.03"E	N=6154915.69 E=2190797.83	N=6154991.55 E=2190789.97	

CURVE TABLE				
CURVE#	RADIUS	LENGTH	START POINT	END POINT
C1	11.76	9.59	N=6154771.72 E=2190712.58	N=6154777.62 E=2190719.80
C2	19.84	11.94	N=6154779.37 E=2190725.93	N=6154785.79 E=2190735.78
C3	35.62	21.58	N=6154847.18 E=2190786.63	N=6154866.84 E=2190794.69
C4	59.69	11.30	N=6154904.41 E=2190797.93	N=6154915.69 E=2190797.83

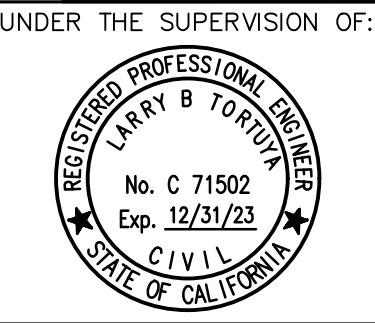
NOTE:

CONTRACTOR SURVEYOR TO VERIFY CONTROL SURVEY CENTERLINE BASIS OF BEARINGS PRIOR TO ESTABLISHMENT OF ALIGNMENT STAKING.



REVISION		
NO.	DESCRIPTION	DATE

APPROVED BY:	
XXXXX XXXXXXXX, OCTA ENGINEER	XX/XX/XXXXX DATE
REVIEWED BY:	DATE



UNDER THE SUPERVISION OF:	
PREPARED BY:	
1561 E. ORANGETHORPE AVE. SUITE 240 FULLERTON, CA 92631 TEL (714) 526-7500 www.cwecorp.com	
DESIGNED BY: C. PENDROY	
DRAWN BY: T. TAKIGAWA	
REVIEWED BY: L. TORTUYA DATE: X/X/X	

ORANGE COUNTY TRANSPORTATION AUTHORITY

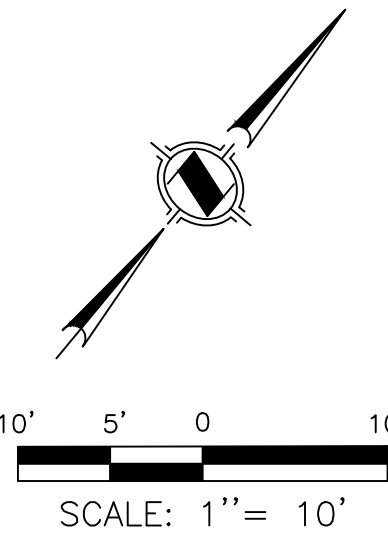
TRABUCO ROSE PRESERVE
GULLY REPAIR AND RESTORATION

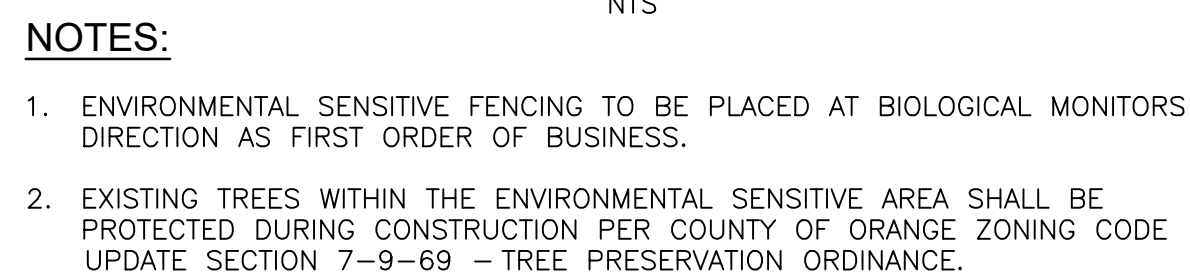
PLAN AND PROFILE

Sheet Number:

C-2

Sheet 3 of 4



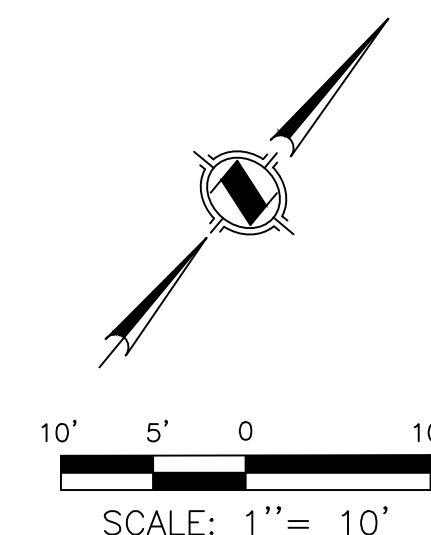
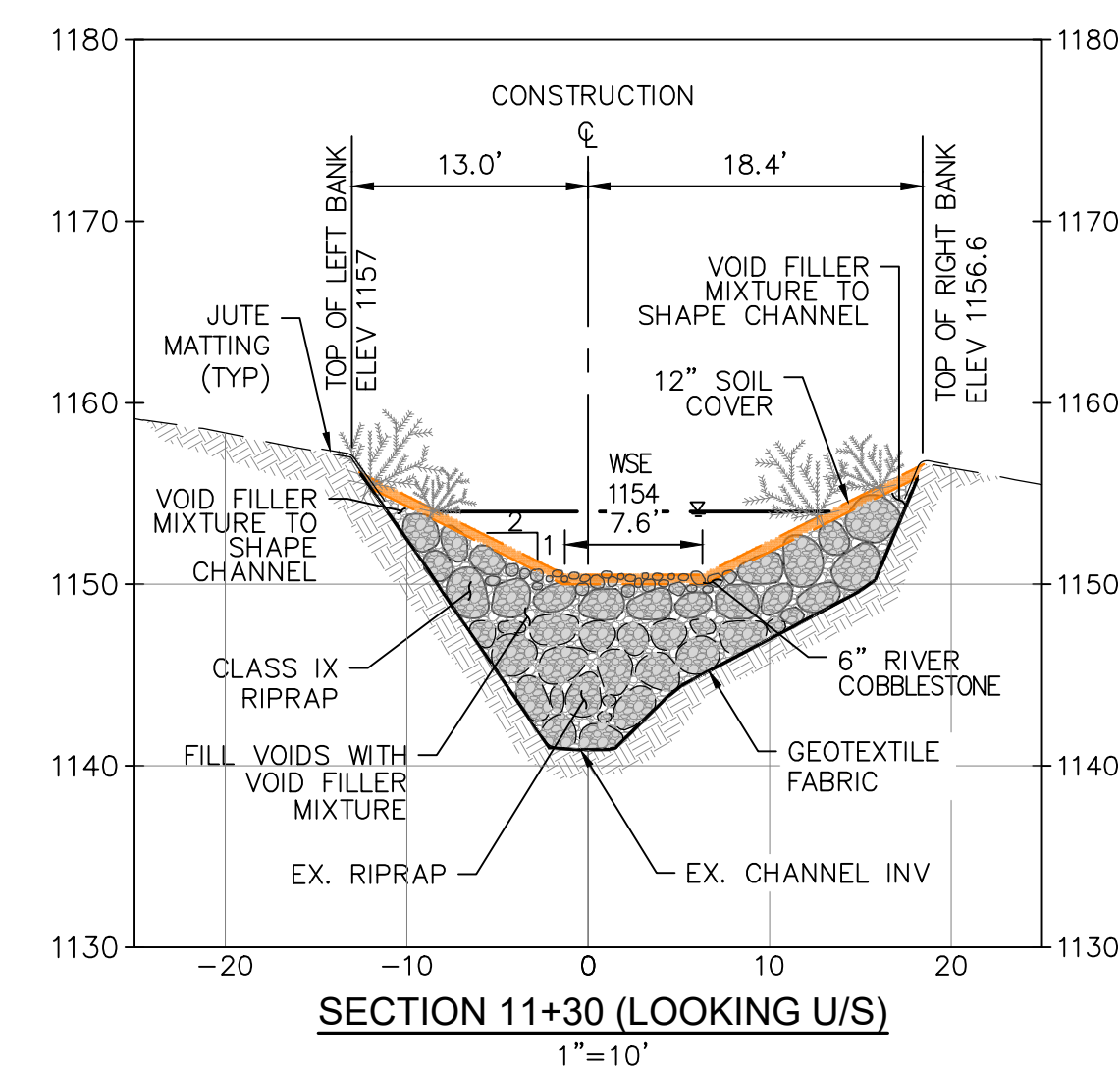
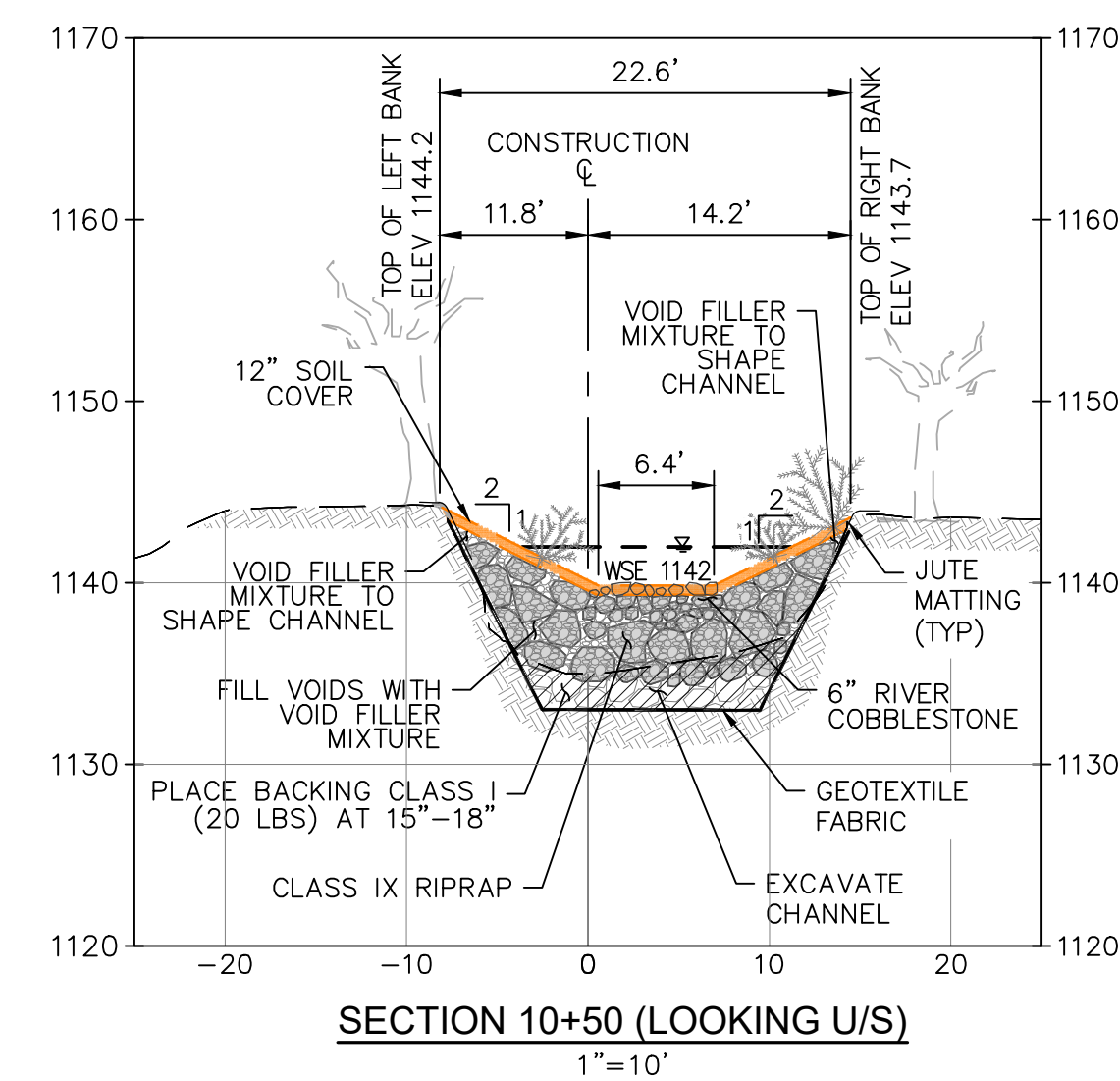


AREA OF CHANNEL EXCAVATION

ENVIRONMENTAL SENSITIVE AREA

LIMIT OF ENVIRONMENTAL SENSITIVE AREA

LIMITS OF EXCAVATION KEY




<div></div> <div>Know what's below. Call before you dig.</div>																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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EXHIBIT B: PROPOSED AGREEMENT

PROPOSED AGREEMENT NO. C- 4-2642

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 Construction
Management Support Services for the Trabuco-Rose Gully Stabilization Project; 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

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.

B. AUTHORITY's failure to insist in any one or more instances upon the performance of any
terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

<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 the services of any key person become no longer available to CONSULTANT, the resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key

1 person, unless CONSULTANT is not provided with such notice by the departing employee. AUTHORITY
2 shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications
3 concerning acceptance of the candidate for replacement.

4 **ARTICLE 4. TERM OF AGREEMENT**

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

8 **ARTICLE 5. PAYMENT**

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

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

24 C. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations
25 under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice
26 submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and shall

1 be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless AUTHORITY
2 elects to audit CONSULTANT's records in accordance with Article 16 of this Agreement. If AUTHORITY
3 elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of
4 completion of such audit in an amount reflecting any adjustment required by such audit. During the term
5 of the Agreement, at its sole discretion, AUTHORITY reserves the right to release all or a portion of the
6 retained amount based on CONSULTANT'S satisfactory completion of certain milestones.
7 CONSULTANT shall invoice AUTHORITY for the release of the retention in accordance with
8 ARTICLE 5.

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

- 15 1. Agreement No. C- 4-2642;
- 16 2. Specify the effort for which the payment is being requested;
- 17 3. The time period covered by the invoice;
- 18 4. Labor (staff name, hours charged, hourly billing rate, current charges, and cumulative
19 charges) performed during the billing period;
- 20 5. Total monthly invoice (including project-to-date cumulative invoice amount); and
21 retention;
- 22 6. Itemized expenses including support documentation incurred during the billing period;
- 23 7. Monthly Progress Report;
- 24 8. Certification signed by the CONSULTANT or his/her designated alternate that a) The
25 invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
26 information included with the invoice is true, complete and correct in all material respects; c) All payments

1 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
2 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
3 invoice does not include any amount which CONSULTANT intends to withhold or retain from a
4 subcontractor or supplier unless so identified on the invoice.

5 9. Any other information as agreed or requested by AUTHORITY to substantiate the
6 validity of an invoice including a current payroll register and or an offer of employment for personnel
7 performing work under the classifications which are subject to pay ranges as listed in Exhibit B, "Schedule
8 I- Hourly Range Schedule for Direct Labor by Classification" in order to receive reimbursement for hours
9 worked. Reimbursement for labor hours incurred by personnel designated by a classification, shall be
10 made after AUTHORITY's review of the actual personnel's pay register, and verification that the actual
11 pay falls within the specified range for that classification. If an actual pay rate exceeds the maximum of
12 the range, CONSULTANT will be reimbursed at the maximum of the range. At its sole discretion,
13 AUTHORITY may decline to make full payment until such time as CONSULTANT has documented to
14 AUTHORITY'S satisfaction, that CONSULTANT has fully completed all work required. AUTHORITY's
15 payment in full for any work completed shall not constitute AUTHORITY's final acceptance of
16 CONSULTANT'S work.

17 a) CONSULTANT agrees that billing for personnel under the Exhibit B "Schedule I- Hourly
18 Range Schedule for Direct Labor by Classification" is to be used on a temporary basis,
19 limited to a maximum period of six (6) continuous months for each personnel working
20 under the "Hourly Range Schedule for Direct Labor by Classification". Personnel
21 working or proposed to work on a continuous basis for a period of more than six (6)
22 continuous months are not considered temporary and must be added as named
23 personnel with a specific hourly billing rate.

24 b) CONSULTANT agrees that all personnel billing under all these labor schedules in
25 Exhibit B, are subject to the annual escalation rate allowable under this Agreement.
26 This is a maximum escalation rate that AUTHORITY will reimburse CONSULTANT for

named personnel and classifications.

c) CONSULTANT agrees that personnel proposed to work and bill under any of the labor schedules in Exhibit B must be approved in writing by the AUTHORITY's Project Manager prior to start of work.

E. For classifications added to the Exhibit B, "Schedule I-Hourly Range Schedule for Direct Labor by Classification" through Amendments, raw billing ranges must be based on current year's actual salaries, and the corresponding fully burdened ranges must be provided by CONSULTANT.

ARTICLE 6. MAXIMUM OBLIGATION

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

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:	Aaron Delgado
Title:		Title:	Associate Contract Administrator
Phone:		Phone: (714) 560 - 5443	

Email:

Email: adelgado@octa.net

Cc: Josue Vaglienty, Senior Project Manager

jvaglienty@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

A. CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of AUTHORITY. CONSULTANT shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

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

ARTICLE 9. INSURANCE

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

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

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

3. Workers' Compensation with limits as required by the State of California including a

1 Waiver of Subrogation in favor of AUTHORITY, its officers, directors and employees; and

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

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

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

15 C. CONSULTANT shall include on the face of the certificate of insurance the Agreement Number
16 C- 4-2642 and, the Contract Administrator's Name, Aaron Delgado.

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

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

23 **ARTICLE 10. ORDER OF PRECEDENCE**

24 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
25 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 4-2642; (3)
26 CONSULTANT's technical proposal dated _____, CONSULTANT's cost proposal dated _____

_____, and final cost proposal dated ____; and (4) 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, including, but not limited to, the services furnished to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its claim for adjustment within ten (10) calendar days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT from proceeding immediately with the Agreement as changed.

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

ARTICLE 12. DISPUTES

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

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

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1 **ARTICLE 13. TERMINATION**

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

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

17 **ARTICLE 14. INDEMNIFICATION**

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

25 /

26 /

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

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

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

<u>Subcontractor Name/Address</u>	<u>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.

1 CONSULTANT shall permit any of the foregoing parties to reproduce documents by any means
2 whatsoever or to copy excerpts and transcriptions as reasonably necessary.

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

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

7 **ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY**

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

15 **ARTICLE 19. PROHIBITED INTERESTS**

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

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

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

25 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
26 descriptions, and all other written information submitted to CONSULTANT in connection with the

1 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any
2 purposes other than the performance for this project, nor be disclosed to an entity not connected with the
3 performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding such
4 material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or becomes
5 generally known to the related industry shall be deemed confidential. CONSULTANT shall not use
6 AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any
7 professional publication, magazine, trade paper, newspaper, seminar or other medium without the
8 express written consent of AUTHORITY.

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

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

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

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

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

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

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

1 estimated construction contract price. When bids or proposals are not solicited or are unreasonably
2 delayed, AUTHORITY shall prepare an estimate of constructing the design submitted and such estimate
3 shall be used in lieu of bids or proposals to determine compliance within the funding limitation.

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

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

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

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

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

1 **ARTICLE 25. GENERAL WAGE RATES**

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

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

23 **ARTICLE 26. CONTRACTOR PURCHASED EQUIPMENT**

24 A. If during the course of this Agreement, additional equipment is required, which will be paid for
25 by the AUTHORITY, CONSULTANT must request prior written authorization from the AUTHORITY's
26 project manager before making any purchase. As part of this purchase request, CONSULTANT shall

1 provide a justification for the necessity of the equipment or supply and submit copies of three (3)
2 competitive quotations. If competitive quotations are not obtained, CONSULTANT must provide the
3 justification for the sole source.

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

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

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

16 **ARTICLE 27. CONFLICT OF INTEREST**

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

25 B. If the AUTHORITY determines that CONSULTANT, its employees, or subconsultants are
26 subject to disclosure requirements under the Political Reform Act (Government Code section 81000 et

1 seq.), CONSULTANT and its required employees and subconsultants shall complete and file Statements
2 of Economic Interest (Form 700) with the AUTHORITY's Clerk of the Board disclosing all required
3 financial interests.

4 **ARTICLE 28. CODE OF CONDUCT**

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

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

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

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

14 CONSULTANT shall comply with all the requirements set forth in EXHIBIT D, Level 2 SAFETY
15 SPECIFICATIONS. As used therein, "Contractor" shall mean "Consultant," and "Subcontractor" shall
16 mean "Sub-consultant."

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

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

26 /

ARTICLE 32. PROHIBITIONS

The CONSULTANT, including all subconsultants (at any tier) awarded this contract to perform construction management support services for the Trabuco-Rose Gully stabilization project will be ineligible to participate (at any tier) in the contract for construction services for the Trabuco-Rose Gully stabilization project.

The CONSULTANT IS advised that the evaluation of the team composition with regards to the conflicts of interest throughout the term of Agreement will be done on a case-by-case basis.

ARTICLE 33. FORCE MAJEURE

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

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EXHIBIT C: FORMS

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

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

Name

Signature

Title

Date

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

EXHIBIT D: SAFETY SPECIFICATION

LEVEL 2 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

C. INJURY AND ILLNESS PREVENTION PROGRAM

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

D. SUBSTANCE ABUSE PREVENTION PROGRAM

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

E. HAZARD COMMUNICATION PROGRAM

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

F. STORM WATER POLLUTION PREVENTION PLAN

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

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

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

H. SCOPE PLANNING

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

I. ORIENTATION

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

J. TRAFFIC & PARKING

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

K. GENERAL PROVISIONS

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

3. The Authority HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
4. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.
5. The Contractor shall instruct all its employees, and all associated subcontractors under contract with the Contractor who work on Authority property in the recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.
6. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, and each Contractor is encouraged to exceed minimum requirements. When the Contractor safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of the public and workers.

1.2 ENVIRONMENTAL REQUIREMENTS

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

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

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

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

- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
 4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 PERSONAL PROTECTIVE EQUIPMENT

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

1.5 LANGUAGE REQUIREMENTS

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

1.6 WARNING SIGNS AND DEVICES

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

1.7 REFERENCES

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

END OF SECTION