



Orange County Transportation Authority

Board Agenda

Monday, January 13, 2025 at 9:30 a.m.

550 South Main Street, Orange, California

Board Members

Tam T. Nguyen, Chair
Doug Chaffee, Vice Chair
Valerie Amezcua
Mike Carroll
Jon Dumitru
Jamey M. Federico
Katrina Foley
Patrick Harper
Michael Hennessey
Fred Jung
Stephanie Klopfenstein
Carlos A. Leon
Janet Nguyen
Vicente Sarmiento
John Stephens
Mark Tettermer
Donald P. Wagner
Lan Zhou, Ex-Officio

Any person with a disability who requires a modification or accommodation in order to participate in this meeting should contact the Orange County Transportation Authority (OCTA) Clerk of the Board's office at (714) 560-5676, no less than two business days prior to this meeting to enable OCTA to make reasonable arrangements to assure accessibility to this meeting.

Agenda Descriptions

Agenda descriptions are intended to give members of the public a general summary of items of business to be transacted or discussed. The posting of the recommended actions does not indicate what action will be taken. The Committee may take any action which it deems to be appropriate on the agenda item and is not limited in any way by the notice of the recommended action.

Public Availability of Agenda Materials

All documents relative to the items referenced in this agenda are available for public inspection at www.octa.net or through the Clerk of the Board's office at the OCTA Headquarters, 600 South Main Street, Orange, California.

BOARD MEETING AGENDA

Meeting Access and Public Comments on Agenda Items

Members of the public can either attend in-person or listen to audio live streaming of the Board and Committee meetings by clicking this link: <https://octa.legistar.com/Calendar.aspx>

In-Person Comment

Members of the public may attend in-person and address the Board regarding any item within the subject matter jurisdiction of the Orange County Transportation Authority. Please complete a speaker's card and submit it to the Clerk of the Board and notify the Clerk regarding the agenda item number on which you wish to speak. Speakers will be recognized by the Chair at the time of the agenda item is to be considered by the Board. Comments will be limited to three minutes. The Brown Act prohibits the Board from either discussing or taking action on any non-agendized items.

Written Comment

Written public comments may also be submitted by emailing them to ClerkOffice@octa.net, and must be sent by 5:00 p.m. the day prior to the meeting. If you wish to comment on a specific agenda item, please identify the item number in your email. All public comments that are timely received will be part of the public record and distributed to the Board. Public comments will be made available to the public upon request.

Call to Order

Invocation

Director Hennessey

Pledge of Allegiance

Director Foley

Closed Session

There are no Closed Sessions scheduled.

Special Calendar

Orange County Transportation Authority Special Calendar Matters

1. Administration of the Oath of Office to New and Returning Orange County Transportation Authority Board of Directors

Overview

Oath of Office will be administered to new Board Members Mike Carroll and Janet Nguyen and returning Board Members Jon Dumitru, Jamey Federico, Patrick Harper, Fred Jung, and Donald P. Wagner.

DTB

2. Election of Orange County Transportation Authority Board of Directors Chair

The Orange County Transportation Authority Board of Directors annually, at its first meeting in January, shall elect a Chair.

DTB

BOARD MEETING AGENDA

3. Election of Orange County Transportation Authority Board of Directors Vice Chair

The Orange County Transportation Authority Board of Directors annually, at its first meeting in January, shall elect a Vice Chair.

DTB

4. 2024 Board of Directors and Chief Executive Officer Initiatives and Action Plan - End-of-Year Report

Lauren Sato/Rose Casey

Overview

On February 12, 2024, the Orange County Transportation Authority (OCTA) Board of Directors (Board) approved the 2024 Board and Chief Executive Officer (CEO) Initiatives (Attachment A) and Action Plan (Attachment B). The Action Plan consisted of three Board initiatives supported by nine CEO initiatives and was monitored through 107 milestones. This year-end report summarizes OCTA's progress in advancing those initiatives between January 1, 2024, and December 31, 2024.

At the conclusion of 2024, 89 of the 107 milestones were completed. Attachment B summarizes all 107 milestones, including the 18 milestones that will be carried over for reconsideration in 2025. The schedules for these carryover milestones had to be adjusted primarily due to delays in coordination with external entities, unforeseen circumstances impacting project complexity and delivery, and other unanticipated challenges.

Recommendation(s)

Receive and file as an information item.

Attachments:

[Staff Report](#)

[Attachment A](#)

[Attachment B](#)

DTB

Consent Calendar (Items 5 through 9)

All matters on the Consent Calendar are to be approved in one motion unless a Board Member or a member of the public requests separate action on a specific item.

Orange County Transportation Authority Consent Calendar Matters

5. Approval of Minutes

Clerk of the Board

Recommendation(s)

Approve the minutes of the December 9, 2024 Orange County Transportation Authority and affiliated agencies' regular meeting.

Attachments:

[Minutes](#)

BOARD MEETING AGENDA

DTB

BOARD MEETING AGENDA

Orange County Transit District Consent Calendar Matters

6. February 2025 Bus Service Change

Eric Hoch/Rose Casey

Overview

The proposed February 2025 bus service change implements changes to OC Bus service consistent with the Making Better Connections Study. The changes include reducing wait times and adjusting bus routes to improve overall service quality and reliability. The service changes also include adjustments to bus schedules in response to customer comments and operator feedback.

Recommendation(s)

Receive and file as an information item.

Attachments:

[Transmittal](#)

[Staff Report](#)

[Attachment A](#)

[Attachment B](#)

[Attachment C](#)

1/9 TRN

7. Approval to Release Request for Proposals for the Preparation of Plans, Specifications, and Estimates for Improvements to Orange County Transportation Authority's Headquarters Property

Sean Murdock/Andrew Oftelie

Overview

Staff has developed a request for proposals to initiate a competitive procurement process to retain consultant services to prepare the plans, specifications, and estimates for improvements to the Orange County Transportation Authority's headquarters property.

Recommendation(s)

A. Approve the proposed evaluation criteria and weightings for Request for Proposals 4-2654 to select a firm to provide consultant services for the preparation of plans, specifications, and estimates for improvements to the Orange County Transportation Authority's headquarters property.

B. Approve the release of Request for Proposals 4-2654 for consultant services for the preparation of plans, specifications, and estimates for improvements to Orange County Transportation Authority's headquarters property.

Attachments:

[Staff Report](#)

[Attachment A](#)

DTB

BOARD MEETING AGENDA

8. **Approval to Release Request for Proposals for On-Call Architectural and Engineering Design and Construction Support Services for Transit Facility Projects**

George Olivo/James G. Beil

Overview

The Orange County Transportation Authority has developed a request for proposals to initiate a competitive procurement process to retain firms for on-call architectural and engineering design and construction support services for transit facility projects

Recommendation(s)

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 4-2610 for the selection of firms to provide on-call architectural and engineering design and construction support services for transit facility projects.
- B. Approve the release of Request for Proposals 4-2610 for on-call architectural and engineering design and construction support services for transit facility projects.

Attachments:

[Staff Report](#)

[Attachment A](#)

DTB

9. **Approval of Short-Listed Design-Build Teams and Release of Request for Proposals for Design-Build of Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base**

George Olivo/James G. Beil

Overview

On September 23, 2024, the Orange County Transportation Authority Board of Directors approved the release of a request for qualifications to initiate a competitive procurement process to retain a contractor for design-build services to deliver the hydrogen fueling station and facility modifications at the Garden Grove Bus Base. As part of the two-step, best value design-build procurement process, staff request Board of Directors' approval of the short-listed design-build teams and approval to release the request for proposals for this project.

Recommendation(s)

- A. Approve the short-listing of the three design-build teams: Clean Energy, Wayne Perry, Inc., and Messer, LLC for the design and construction of the hydrogen fueling station and facility modifications at the Garden Grove Bus Base.
- B. Approve the evaluation criteria, weightings, and best-value selection process for Request for Proposals 4-2683 for design and construction of the hydrogen fueling station and facility modifications at the Garden Grove Bus Base through a design-build contract.

BOARD MEETING AGENDA

- C. Approve the release of the Request for Proposals 4-2683 for design and construction of the hydrogen fueling station and facility modifications at the Garden Grove Bus Base to the three short-listed design-build teams.

Attachments:

[Transmittal](#)

[Staff Report](#)

[Attachment A](#)

[Attachment B](#)

1/9 TRN

Regular Calendar

10. Proposed New Fare Media

Sam Kaur/Andrew Oftelie

Overview

The Orange County Transportation Authority Board of Directors approved the implementation of the rider validation system in October 2023 and complementary fare policy amendments in November 2024. In further support of these actions, a new fare media, commonly known as a smart card, is proposed to be implemented as part of the Rider Validation System. The Federal Transit Administration guidelines require transit agencies to evaluate new fare media implementations for potential impacts to people of minority and/or low-income populations. As part of this evaluation process, the Orange County Transportation Authority will implement a Public Involvement Plan that will gather community feedback about the upcoming changes to fare media.

Recommendation(s)

- A. Direct staff to implement a Public Involvement Plan and solicit feedback on the proposed new fare media.
- B. Direct staff to return to the Board of Directors on March 24, 2025, to present the preliminary public outreach findings and to conduct a public hearing.

Attachments:

[Transmittal](#)

[Staff Report](#)

[Attachment A](#)

[Presentation](#)

1/9 TRN

Presenting: Sam/Ryan A

PPT: Yes

Discussion Items

BOARD MEETING AGENDA

11. Update on Measure M2 Project I

Jeannie Lee/James G. Beil

Overview

The Orange County Transportation Authority is currently underway with the implementation of the State Route 91 Improvement Project between Acacia Street and Lakeview Avenue. This presentation provides a status for the latest progress and upcoming milestones.

Attachments:

[Presentation](#)

DTB - Jeannie presenting.

Presenting:

PPT: Yes

12. Update on Measure M2 Project C and D (Interstate 5 Improvement Project Between State Route 73 and El Toro Road)

Niall Barrett/James G. Beil

Overview

This presentation provides an update on construction-related activities on the Interstate 5 Improvement project, between State Route 73 and El Toro Road.

Attachments:

[Presentation](#)

DTB

Presenting: Niall Barrett

PPT: Yes

13. Public Comments

14. Chief Executive Officer's Report

15. Directors' Reports

16. Adjournment

The next regularly scheduled meeting of this Board will be held:

9:30 a.m., on Monday, January 27, 2025

OCTA Headquarters

Board Room

550 South Main Street

Orange, California



January 13, 2025

To: Members of the Board of Directors

From: Tam T. Nguyen, Chair of the Board of Directors
Darrell E. Johnson, Chief Executive Officer 

Subject: 2024 Board of Directors and Chief Executive Officer Initiatives and Action Plan – End-of-Year Report

On February 12, 2024, the Orange County Transportation Authority (OCTA) Board of Directors (Board) approved the 2024 Board and Chief Executive Officer (CEO) Initiatives (Attachment A) and Action Plan (Attachment B). The Action Plan consisted of three Board initiatives supported by nine CEO initiatives and was monitored through 107 milestones. This year-end report summarizes OCTA's progress in advancing those initiatives between January 1, 2024, and December 31, 2024.

At the conclusion of 2024, 89 of the 107 milestones were completed. Attachment B summarizes all 107 milestones, including the 18 milestones that will be carried over for reconsideration in 2025. The schedules for these carryover milestones had to be adjusted primarily due to delays in coordination with external entities, unforeseen circumstances impacting project complexity and delivery, and other unanticipated challenges.

Highlights of OCTA's accomplishments are provided below.

Board Initiative: Provide Public with a Balanced, Sustainable, and Equitable Transportation System

In 2024, OCTA continued to focus on delivering efficient, reliable, and accessible transportation options to keep Orange County moving. The agency kept its commitment to taxpayers by advancing local transportation projects funded through Measure M2 (M2), which supports improvements to transit, streets, and freeways. Moreover, OCTA continued to build and strengthen new and existing relationships with local communities to better serve their mobility needs, with a particular emphasis on riders in diverse and underserved areas who depend more heavily on public transit.

- **Fare Policy:** On November 25, 2024, the Board approved amendments to OCTA's existing fare policy to offer daily and monthly fare caps and a free transfer period. As OCTA continues to progress towards modernizing its

fare collection system, these updates will help promote fare equity, streamline fare payment options, and make the bus more accessible to current and future riders.

- **M2 Next 10 Delivery Plan (Next 10 Plan):** The goal of the M2 Next 10 Plan is to strategically deliver M2 freeway, roadway, transit, and environmental projects. On November 12, 2024, the Board adopted the updated 2024 Next 10 Plan. The Next 10 Plan verifies the realization of M2 near-term commitments through fiscal year (FY) 2033-34, demonstrates fiscal sustainability, and strives to implement timely transportation improvements that benefit various Orange County communities.
- **Community Circulators and Shuttles (M2 Project V):** The M2 Project V program provides funding to cities and the County to develop and provide shuttles and community circulators to help meet localized transit needs. On September 23, 2024, the Board approved funding up to \$42.4 million to continue operating 11 existing community circulators, expand four services, and implement eight new services throughout the County. These services work alongside regional bus and rail service and help to fill the gaps in some areas – part of OCTA’s ongoing effort to maximize available services.
- **Diverse Community Leaders Group (DCLG):** To ensure equity is integrated into all OCTA projects and studies, the agency engages with diverse communities of Orange County. OCTA provides updates and gains feedback on transit improvements and future planning efforts through coordination and collaboration with the DCLG, a representative group comprised of local business, community, civic, faith, education, and nonprofit organization leaders. In 2024, OCTA hosted quarterly DCLG meetings with attendance from the Board Chair and CEO to discuss OCTA programs and services, as well as share ideas and concerns.
- **511 Motorist Assistance and Freeway Service Patrol (FSP):** 511 Motorist Assistance and FSP are intended to keep traffic moving and reduce congestion by assisting motorists with minor roadside repairs and removing disabled vehicles from the roadway. To enhance awareness of these programs, OCTA participated in several community events throughout the year to inform the public about the services available to motorists on Orange County freeways. In addition to attending in-person gatherings such as the OC Pride Festival, Hindu Diwali Festival of Lights, and Día de Los Muertos Festival, among others, communication efforts were also carried out via ethnic media and diversity outreach.

Board Initiative: Sustain Organizational Excellence, Collaboration, and Diversity

OCTA understands that fostering and sustaining strong relationships with internal and external stakeholders is vital to achieving its goals. To that end, the agency prioritized professional development and diversity, equity, inclusion, and belonging initiatives for its workforce while implementing comprehensive safety and security measures to ensure a safe and welcoming work environment. Furthermore, OCTA worked closely with local and regional partners through open communication and collaboration. These efforts enabled OCTA to adjust to evolving demands, ultimately contributing to its success as a highly efficient and successful organization.

- **College Pass Program:** The College Pass Program allows enrolled community college students to ride OC Bus free of cost to help them reach desired destinations for school, work, and recreation. Since its introduction in 2017 with the participation of Santa Ana College, the program has expanded to include all nine Orange County community colleges, and the focus now has been on continuing the program at these schools. In 2024, OCTA coordinated with Cypress, Saddleback, Santa Ana, Irvine Valley, Goldenwest, Fullerton, and Coastline colleges to extend the College Pass Program and encourage students to use public transportation.
- **Procurement:** Throughout the year, OCTA hosted and attended events to connect and network with small and disadvantaged businesses to increase awareness of opportunities to participate in transportation-related contracts. For instance, in October 2024, OCTA held and participated in the Harvesting Business Success Small Business/Disadvantaged Business Enterprises (DBE) Summit, where over 20 of the largest construction and professional services prime contractors in Orange County conducted one-on-one sessions and workshops with 240 small businesses and DBEs.
- **Diversity, Equity, and Inclusion (DEI):** The Board approved a DEI statement as part of the 2024 Title VI Plan, required by the Federal Transit Administration, on September 9, 2024. The action further strengthened and memorialized OCTA's ongoing practice of supporting and engaging diverse and disadvantaged communities and businesses. The statement is consistent with OCTA's established policies and procedures and reinforces the agency's longstanding commitment to equity in all its efforts.
- **Core Competency Integration:** OCTA's core competencies establish the knowledge and behaviors essential for its workforce to thrive in roles. They help staff work effectively while preparing them for career advancement and ensuring the recruitment of qualified candidates. Throughout the year, managers were educated on OCTA's core competencies and how to utilize

them in the recruiting process, such as conducting interviews and employee development.

- **Cybersecurity:** OCTA actively promotes online safety by educating its workforce. Staff completed required cybersecurity training, covering online best practices and reducing vulnerability to potential cyberattacks.

Board Initiative: Safeguard Future through Fiscal Responsibility and Environmental Sustainability

As Orange County’s transportation commission, OCTA recognizes how critical it is to maintain its fiscal integrity and fulfill its promises to local voters. Through careful financial management and the responsible use of public funds, OCTA followed through on its commitments and effectively delivered transportation improvements throughout the year. To help prepare for a better future, OCTA also advanced several resiliency, sustainability, and environmental stewardship efforts, creating a more resilient transit system that is better equipped to withstand and adapt to changing conditions.

- **Annual Comprehensive Financial Report (ACFR):** On November 25, 2024, the Board received the FY 2023-24 ACFR, an annual audit of OCTA’s financial records and systems. The report concluded that OCTA presented financial statements and schedules fairly.
- **Comprehensive Business Plan (CBP):** The CBP is a strategic business tool that assesses the financial viability of OCTA programs and services and is updated annually. On December 9, 2024, the Board approved the FY 2024-25 CBP. This will assist the agency in implementing strategic goals and objectives through sound business practices and lay the foundation for future financial planning over a 20-year horizon.
- **Zero-Emission Buses (ZEB):** To advance OCTA’s progress in transitioning its bus fleet to 100 percent zero-emission technology by 2040, the Board approved the purchase of 50 new ZEBs on November 25, 2024. The purchase includes 40 hydrogen fuel-cell battery electric buses and ten battery-electric buses to replace compressed natural gas buses once they reach their useful lifespan. OCTA’s zero-emission transition adheres to the California Air Resources Board’s 2018 Innovative Clean Transit Rule and demonstrates OCTA’s commitment to a greener future and offering effective bus service.

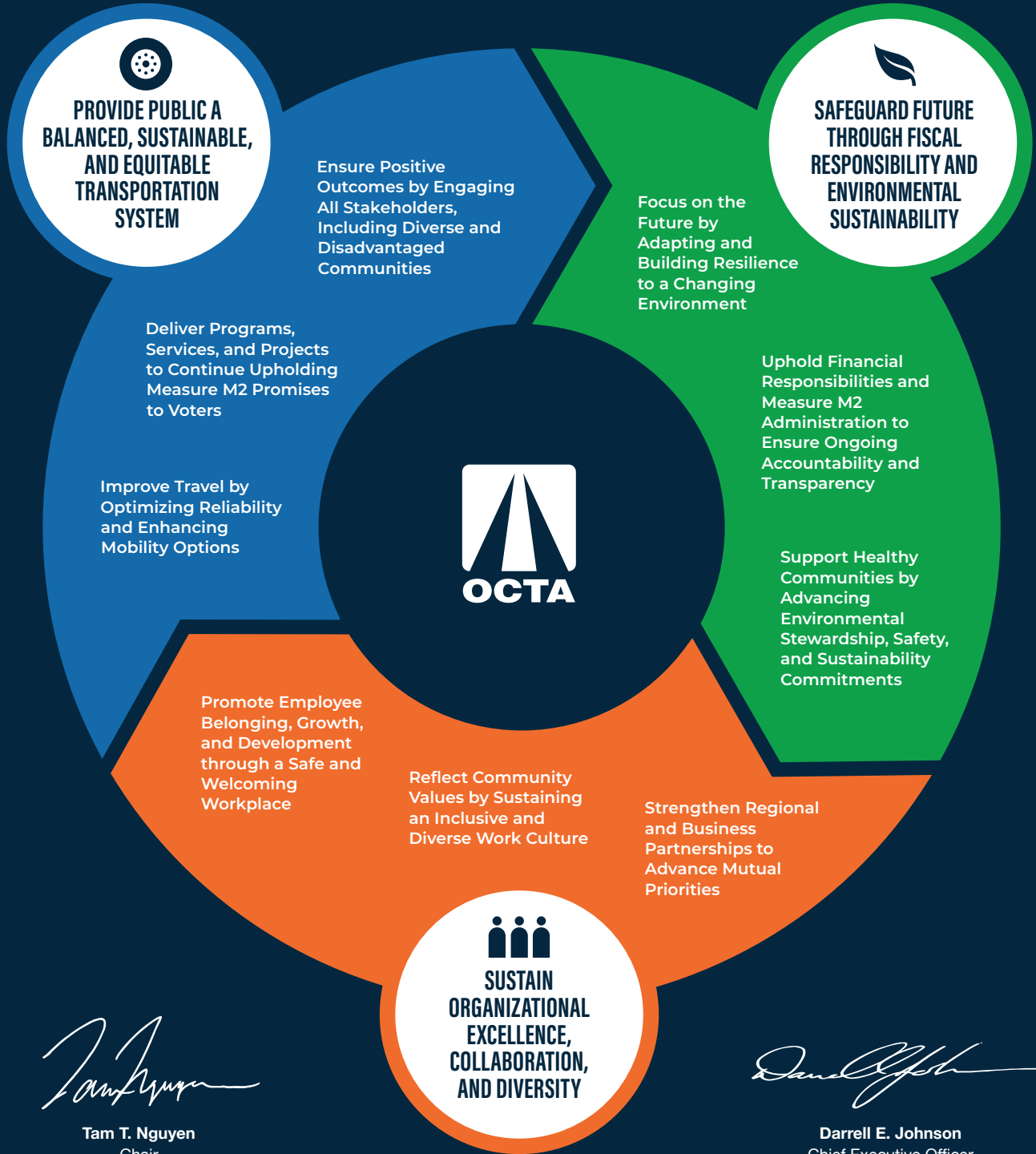
- **M2 Environmental Cleanup Program (Project X):** On October 14, 2024, the Board approved grant funding allocations for 11 Tier 1 and four Tier 2 water quality projects totaling approximately \$3.71 million and \$6.97 million, respectively. These projects, funded through OCTA’s M2 Environmental Cleanup Program, will help improve overall water quality in Orange County from transportation-related pollution.
- **Headquarters Building:** The Board determined a long-term strategy for the OCTA Administrative Headquarters through the purchase of a new headquarters building projected to save taxpayers approximately \$50 million over the next 30 years compared to the continued leasing of a headquarters. On October 25, 2024, OCTA closed escrow on the building at 2677 N. Main Street.
- **Coastal Rail Solutions:** In its effort to develop solutions to help protect coastal rail infrastructure, OCTA secured \$305 million in state and federal funding to advance immediate coastal rail stabilization efforts, ensuring the safety and resiliency of the Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor.

Following the conclusion of the 2024 Action Plan, OCTA is eager to build on its commitment to effectively and strategically address the immediate needs of both the public and agency employees to keep Orange County moving. Please let me know if you have any questions or contact Darrell E. Johnson, CEO, at (714) 560-5343.

TTN/DEJ:ls
Attachments

Orange County Transportation Authority

2024 Board & CEO Initiatives



Orange County Transportation Authority

2024 Board & CEO Initiatives



Tam T. Nguyen
Chair

Darrell E. Johnson
Chief Executive Officer



2024 Board Initiatives

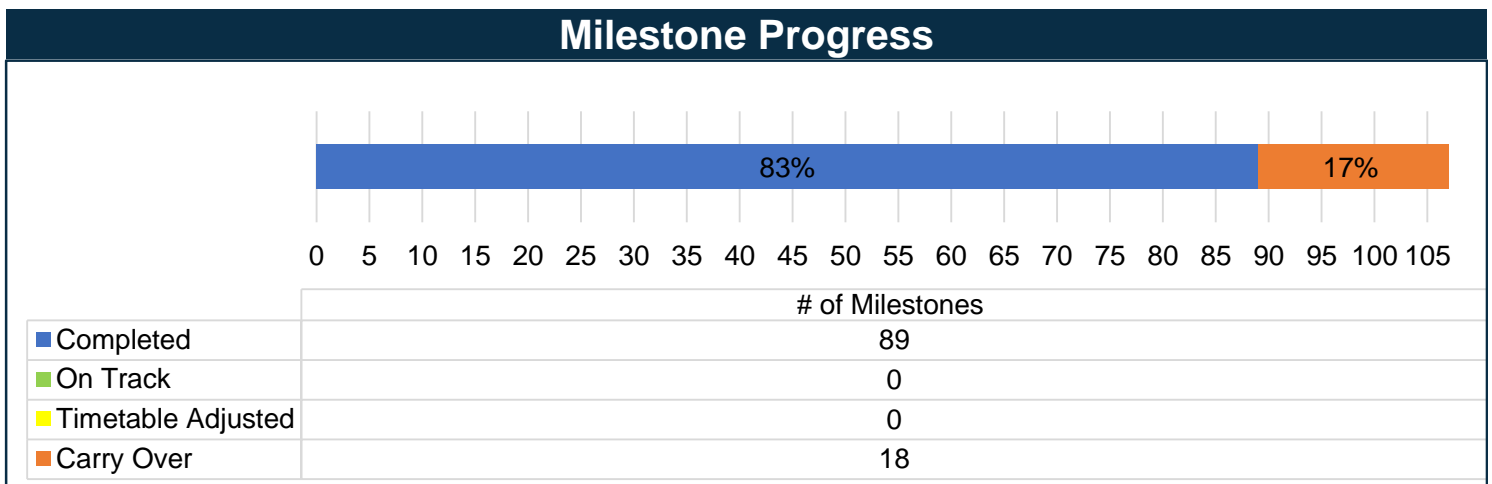
- Provide Public a Balanced, Sustainable, and Equitable Transportation System
- Sustain Organizational Excellence, Collaboration, and Diversity
- Safeguard Future through Fiscal Responsibility and Environmental Sustainability

2024 CEO Initiatives

- Ensure Positive Outcomes by Engaging All Stakeholders, Including Diverse and Disadvantaged Communities
- Improve Travel by Optimizing Reliability and Enhancing Mobility Options
- Deliver Programs, Services, and Projects to Continue Upholding Measure M2 Promises to Voters
- Reflect Community Values by Sustaining an Inclusive and Diverse Work Culture
- Strengthen Regional and Business Partnerships to Advance Mutual Priorities
- Promote Employee Belonging, Growth, and Development through a Safe and Welcoming Workplace
- Uphold Financial Responsibilities and Measure M2 Administration to Ensure Ongoing Accountability and Transparency
- Focus on the Future by Adapting and Building Resilience to a Changing Environment
- Support Healthy Communities by Advancing Environmental Stewardship, Safety, and Sustainability Commitments

2024 CEO Milestone Summary

Number of Milestones by Quarter	
Quarter Due	Number
First Quarter	7
Second Quarter	18
Third Quarter	30
Fourth Quarter	52
TOTAL	107



FIRST QUARTER (Q1)

6 of 7 Completed -

86%

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
1.	405 Express Lanes	Ensure TIFIA Loan Compliance	Begin providing quarterly operating report to TIFIA - Q1	March 26, 2024 - provided first Quarterly Traffic and Operating Report for the quarter ending December 31, 2023 to the Build America Bureau.				
2.	OC Streetcar*	Prepare for OC Streetcar Operations	Complete operations and maintenance agreements with the cities of Garden Grove and Santa Ana - Q1	January 2024 - Santa Ana agreement approved by Santa Ana City Council, and by the OCTA Board in August 2024. Due to ongoing negotiations with the City of Garden Grove, the Garden Grove agreement has been delayed and will be carried over and reconsidered for 2025.				
3.	OC Streetcar**	Complete Vehicle Production	Complete manufacturing of all eight vehicles - Q1	Due to the manufacturer's production schedule for required vehicle parts, production of the eighth vehicle had been delayed; June 2024 - completed last remaining vehicle. All eight vehicles are being held in storage.				
4.	Paratransit Vehicles	Replace 121 Cutaway Buses with a Mix of Cutaways and Vans	Seek Board approval to award contract to purchase the mix of paratransit vehicles - Q1	Due to additional time being needed for internal discussion about the item, this was delayed; April 22, 2024 - presented to Board for approval.				
5.	Zero-Emission Bus (ZEB) Pilots*	Advance Zero-Emission Goals	Provide progress report to Board on ZEB pilots, including the hydrogen FCEBs and plug-in BEBs - Q1	February 12, 2024 - provided progress report to Board.				

*2023 Carryover

**2023 Carryover (modified)

COMPLETED	ON TRACK	TIMETABLE ADJUSTED	CARRYOVER
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Q1 (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
6.	Management Development Academy (MDA) and Leadership Development Academy (LDA)	Provide Professional Development Opportunities	Graduate fifth cohort of MDA and launch fifth cohort of LDA - Q1	January 16, 2024 - launched fifth LDA cohort; March 12, 2024 - presented fifth MDA cohort capstone presentations, followed by a formal graduation ceremony in April.				
7.	2025 Federal Transportation Improvement Program (FTIP)	Comply with State and Federal Law to Update the FTIP (Allows for the Obligation of Federal Funds)	Seek Board approval to submit 2025 FTIP - Q1	February 12, 2024 - presented 2025 FTIP to Board for approval to submit to SCAG.				

SECOND QUARTER (Q2)

17 of 18 Completed - 94%

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
1.	BEB Charging Infrastructure (Santa Ana Bus Base)	Advance Zero-Emission Goals	Complete project design for charging stations - Q2	Due to additional time being needed to revise design documents to align with the owner (OCTA)-furnished, equipment, approved by the Board on November 25, 2024, completion of the project design has been delayed and will be carried over and reconsidered for 2025.				
2.	I-405 Project	Complete Construction	Complete construction of all project improvements - Q2	June 2024 - completed construction.				
3.	Transit Security and Operations Center**	Ensure Transit Service Continuity	Seek Board approval to award construction contract - Q2	Due to unforeseen challenges in the procurement schedule, this has been delayed and is now anticipated for Q3; September 23, 2024 - presented to Board for approval.				
4.	Disadvantaged Business Enterprise (DBE)	Ensure That Disadvantaged Businesses Can Compete Fairly for OCTA Projects and Services	Develop a federally-mandated triennial DBE goal and consider adopting an OCTA Equity statement - Q2	June 24, 2024 - presented triennial DBE goal to Board for approval.				
5.	OCTA's Operating and Capital Budget	Develop a FY 2024-25 Balanced Budget	Present a comprehensive and balanced OCTA FY 2024-25 budget, including additional expansion of service, and Metrolink funding for adoption by the Board - Q2	June 24, 2024 - presented FY 2024-25 budget to Board for adoption.				
6.	Reserve Policy	Maintain Reserves for OCTA's Program and Services	Present updated Reserve Policy to Board for approval based on commencement of operations of the 405 Express Lanes - Q2	June 24, 2024 - presented to Board for approval.				

**2023 Carryover (modified)

COMPLETED	ON TRACK	TIMETABLE ADJUSTED	CARRYOVER
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Q2 (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
7.	Bus Fleet Management	Maintain Fleet in a State of Good Repair	Seek Board approval to award contract to purchase 40 FCEBs to replace a portion of the remaining fleet - Q2	Due to the bus manufacturer having not yet provided all the required documentation to complete the procurement, this has been delayed; November 2024 - presented to Board for approval.				
8.	Bus Fleet Management	Maintain Fleet in a State of Good Repair	Seek Board approval to award contract to purchase ten BEBs to replace a portion of the remaining fleet - Q2	Due to the bus manufacturer having not yet provided all the required documentation to complete the procurement, this has been delayed; November 2024 - presented to Board for approval.				
9.	Coach Operator Barriers	Enhance Bus Operator Safety	Seek Board approval to award contract to install protection barriers on the existing fleet - Q2	April 22, 2024 - presented to Board for approval.				
10.	Metrolink Service	Increase Opportunities for Special Metrolink Service	Coordinate with Metrolink to re-initiate Angels Express - Q2	March 26, 2024 - commenced Angels Express service.	Early Complete			
11.	Zero-Emission Paratransit Buses**	Advance Zero-Emission Goals	Initiate procurement to replace ten gasoline OC ACCESS vehicles with ten battery-electric vehicles - Q2	March 28, 2024 - initiated procurement.	Early Complete			
12.	Early Career Academy (ECA)	Provide Early Career Development to Grow New Professionals	Graduate fourth cohort of ECA - Q2	June 2024 - graduated fourth cohort.				
13.	Insurance Policies	Move All Insurance Policies to FY Policy Renewal	Present policies to Board for consideration - Q2	May 28, 2024 - presented to Board for consideration.				
14.	Personnel and Salary Resolution	Attract and Retain Top Talent	Present recommendations to Board as part of the OCTA FY 2024-25 budget - Q2	June 24, 2024 - presented recommendations to Board for adoption as part of the FY 2024-25 budget.				

**2023 Carryover (modified)

COMPLETED	ON TRACK	TIMETABLE ADJUSTED	CARRYOVER
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Q2 (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
15.	Coastal Rail Resiliency Study	Identify Potential Near-Term and Mid-Term Solutions to Protect the Existing Coastal Rail Infrastructure	Engage stakeholders across different spectrums in the development of solutions with respect to opportunities and constraints - Q2	OCTA conducted a number of listening sessions and focus meetings with a wide variety of stakeholders. May 30, 2024 - concluded listening sessions with two public meetings and an elected roundtable on May 31, 2024.				
16.	Complete Streets Funding Program	Develop Funding Approach for Bicycle and Pedestrian Projects that Reduce Traffic Congestion and Improve Air Quality	Submit funding recommendations to SCAG for consideration - Q2	February 12, 2024 - presented project prioritization recommendations to Board for approval to submit to SCAG; March 2024 - submitted recommendations to SCAG.	Early Complete			
17.	Signal Synchronization	Improve Roadway Efficiency	Provide update to Board on signal synchronization projects (Project P), including the countywide signal synchronization baseline - Q2	Due to the cancellation of the June 2024 RTP, the update to Board had been delayed; September 9, 2024 - provided update to Board.				
18.	Transit Chokepoint Study*	Identify Bus Operation Impediments that Lead to Reduced Speed and Reliability Challenges	Award contract - Q2	April 22, 2024 - awarded contract.				

*2023 Carryover

THIRD QUARTER (Q3)

22 of 30 Completed - 73%

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
1.	Hydrogen Fueling Station (Garden Grove Bus Base)	Advance Zero-Emission Goals	Seek Board approval to award construction contract - Q3	Due to unforeseen challenges in the procurement schedule, this has been delayed and will be carried over and reconsidered for 2025. September 23, 2024 - presented to Board to release RFQ, as part of a required two-step procurement process, with a five-month RFP selection process to follow (anticipated to present design-build agreement to Board for approval in Q2 2025).				
2.	I-5, Avenida Pico to San Diego County Line*	Advance Environmental Phase	Release Draft EIR and provide update to Board - Q3	August 12, 2024 - provided update to Board as part of the South Orange County Transportation Projects status report. However, due to ongoing VMT discussions with the State, release of the Draft EIR to the public has been delayed and will be carried over and reconsidered for 2025.				
3.	I-5, SR-73 to El Toro Road Project	Continue to Advance Construction on All Segments	Provide construction update to Board - Q3	March 11, 2024 - provided update to Board.	Early Complete			
4.	Orange County Maintenance Facility	Advance Climate Goals by Reducing Greenhouse Gas Emissions	File Conditional Use Permit request - Q3	Due to ongoing legal challenges with the City of Irvine, this has been delayed and will be carried over and reconsidered for 2025.				

*2023 Carryover

COMPLETED	ON TRACK	TIMETABLE ADJUSTED	CARRYOVER
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Q3 (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
5.	SR-91, SR-55 to Lakeview Avenue**	Initiate Construction	Award construction contract - Q3	Due to the need for amendment to the Cooperative Agreement with Caltrans prior to awarding the contract, this was delayed; December 9, 2024 - amendment presented to Board for approval. Although award of the construction contract did not occur until early January 2025, OCTA initiated the procurement process, in coordination with Caltrans, in October 2024.				
6.	241/91 Express Lanes Connector (ELC)*	Provide 241/91 ELC Project Progress	Provide update to Board on the status of the project with a discussion on next steps - Q3	Staff from OCTA, RCTC, TCA, and Caltrans continue to meet regularly to discuss the project and prepare the agreements necessary for moving the project forward. It is anticipated that a Master Agreement and Operating Agreement will be presented to Board for approval in 2025. To align with the anticipated approval for the agreements, this has been delayed and will be carried over and reconsidered for 2025; an update to Board is anticipated to be provided in Q1 2025.				

*2023 Carryover

**2023 Carryover (modified)

Q3 (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
7.	91 Express Lanes*	Install Toll Entrance Readers to Register Vehicles Entering the 91 Express Lanes	Complete installation of infrastructure gantries, cameras, and readers at the three entrances of the 91 Express Lanes - Q3	The infrastructure gantries have been installed at the three entrances. However, due to unforeseen electrical issues, the installation of the cameras and readers at two of the three entrances have been delayed; this will be carried over and reconsidered for 2025.				
8.	Credit Ratings	Maintain OCTA's Positive Credit Rating	Conduct annual rating agency meeting - Q3	July 2024 - conducted meeting.				
9.	Cybersecurity	Protect OCTA's Information Systems	Require completion of annual cybersecurity training for all employees - Q3	September 16, 2024 - launched cybersecurity training as part of the General User Annual Refresher Training for the FY 2024-25 mandatory training.				
10.	Metrolink Service	Plan, Fund, and Administer Sustainable Metrolink Service	Receive updates from Metrolink on their plans to develop a service plan that is consistent with market demand, funding capacity, and the Metrolink crew and equipment optimization study - Q1 and Q3	January 11, 2024 - Metrolink update presented to Transit Committee; May 13, 2024 - Metrolink presented budget request, including overview of service optimization plans, to Board.		Early Complete		
11.	OC Flex	Explore Efficient and Effective Transit Options to Better Meet Mobility Demands in Orange County	Assess OC Flex performance and provide a report to the Board on future direction - Q3	September 12, 2024 - provided update to Transit Committee as part of the Bimonthly Transit Performance Report. Due to scheduling challenges and to allow more time for additional assessment, the update to Board on future direction has been delayed and will be carried over and reconsidered for 2025.				

*2023 Carryover

COMPLETED	ON TRACK	TIMETABLE ADJUSTED	CARRYOVER
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Q3 (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
12.	OC Streetcar	Prepare for OC Streetcar Operations	Initiate OC Streetcar testing with Herzog - Q3	Due to testing with Herzog being dependent on the construction schedule and completion of the OC Streetcar Maintenance and Storage Facility, this has been delayed and will be carried over and reconsidered for 2025; an update to Board on the project schedule is anticipated to be provided in Q4.				
13.	Rider Code of Conduct	Prioritize Safety and Protection of OC Bus Riders and Workers	Update and roll out new rider Code of Conduct - Q3	September 2024 - updated rider Code of Conduct Policy.				
14.	Coach Operator Collective Bargaining Agreement	Negotiate and Renew Agreement	Present agreement to Board - Q3	May 13, 2024 - presented and approved by the Board in closed session.		Early Complete		
15.	College Pass Program	Continue Working with Community Colleges to Renew or Extend Agreements for the Program	Exercise option term with Cypress College and renew agreements with Saddleback College, Santa Ana College, Irvine Valley College, Golden West College, and Fullerton College - Q3	January 2024 - amended agreement with Cypress College, which extended program to 2026; June 2024 - executed contract with Santa Ana College; July 2024 - executed new agreement with Golden West College; August/ September 2024 - executed contracts with Irvine Valley, Fullerton, and Saddleback Colleges. Due to the existing contract with Coastline College being in effect through January 2025, the agreement renewal was delayed; December 2024 - executed new agreement.				

Q3 (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
16.	Diversity, Equity, Inclusion, and Belonging - Affirmative Action Plan/Equal Employment Opportunity (AAP/EEO)	Provide Updates on Progress of AAP/EEO Development and Implementation and Adhere to Federal Requirements	Present biannual updates to ESC and submit AAP/EEO Plan to FTA - Q1 and Q3	February 26 and February 29, 2024 - first biannual update presented to ESC and management team, respectively; April 29, 2024 - submitted AAP/EEO Plan to FTA; September 23, 2024 - presented second biannual update to ESC.				
17.	Diversity, Equity, Inclusion, and Belonging - Employee Training	Create an Inclusive and Engaging Workplace	Provide mandatory training to all administrative employees - Q3	June 12, 2024 - provided training to all administrative employees.		Early Complete		
18.	Employee Health Insurance Renewal Programs	Secure Competitive Health Benefits	Present health insurance recommendations to Board - Q3	September 9, 2024 - presented to Board.				
19.	Transportation Communications Union Collective Bargaining Agreement	Negotiate and Renew Agreement	Present parts clerks and facilities technicians agreement to Board - Q3	March 25, 2024 - presented to Board in closed session.	Early Complete			
20.	2024 State Transportation Improvement Program (STIP)	Maximize State Funding Opportunities	Present final 2024 STIP to Board - Q3	July 8, 2024 - presented final 2024 STIP to Board.				
21.	Bus Base Charge Ready Infrastructure Plan*	Evaluate Charging Infrastructure Needs and Facilities for ZEB Rollout Plan	Present update to ESC - Q3	Due to additional time being needed to find out the outcome of a Caltrans planning grant OCTA decided to pursue, the update to ESC has been delayed and will be carried over and reconsidered for 2025.				
22.	Community Circulators and Shuttles (Project V)	Fund Development of Local Bus Transit Services	Present recommendations for Community Circulators Shuttles to Board - Q3	September 23, 2024 - presented recommendations to Board.				

*2023 Carryover

COMPLETED	ON TRACK	TIMETABLE ADJUSTED	CARRYOVER
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Q3 (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
23.	Freeway Signs	Improve Regional Wayfinding	Request that Caltrans review and modernize freeway directional signs and points of interest signs, including historical and cultural points of interest signs - Q3	March 2024 - letter submitted to Caltrans, which included a request for Caltrans to assess opportunities to enhance freeway on- and off-ramp directional signs countywide and identify areas for historical, cultural, and other essential community destinations.	Early Complete			
24.	M2 Environmental Cleanup Program (Project X)	Fund Regionalized Water Quality Improvements	Release Tier 2 call for projects - Q3	February 12, 2024 - released call for projects.	Early Complete			
25.	M2 Triennial Performance Assessment	Evaluate the Efficiency, Effectiveness, Economy, and Results of the Agency's Delivery of M2	Initiate the sixth performance assessment covering FY 2021-22 through FY 2023-24 - Q3	February 28, 2024 - released RFP; May 20, 2024 - executed contract. July 1, 2024 - initiated assessment.				
26.	OC Transit Vision	Continue Meaningful Planning Work to Prioritize Next Set of Mass Transit Projects to Meet the County's Current and Future Needs	Present report on the progress of major transit projects and draft findings from the 2024 OC Transit Vision plan to Board - Q3	May 28, 2024 - presented to Board.		Early Complete		
27.	Olympics 2028	Develop an Action Plan to Guide Preparations	Provide update to Board - Q3	April 8, 2024 - provided update to Board.		Early Complete		
28.	SR-91 Implementation Plan	Collaborate with RCTC to Update the Plan in Support of Regional SR-91 Corridor Transportation Improvements	Present Plan to Board - Q3	July 8, 2024 - presented to Board.				
29.	Streets and Roads Grants	Fund Streets and Roads Improvements	Present recommendations for RCP (Project O) and RTSSP (Project P) projects grant awards to Board - Q3	May 13, 2024 - presented funding recommendations to Board with \$18.7 million for six RCP projects and \$12.9 million for five RTSSP projects as part of the 2024 call for projects.		Early Complete		

COMPLETED	ON TRACK	TIMETABLE ADJUSTED	CARRYOVER
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Q3 (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
30.	Transit and Intercity Rail Capital Program (TIRCP)	Stabilize Funding for Rail Operations and Last Mile Connections, Improve Critical Rail Infrastructure, Deploy ZEBs, Generate Clean Energy at OCTA Facilities, and Expand Transit and Improve Customer Experience	Accept TIRCP grants for SB 125 funding - Q3	August 12, 2024 - presented TIRCP grants to Board.				

FOURTH QUARTER (Q4)

44 of 52 Completed -

85%

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
1.	Bus Base Gates	Enhance Security at Bus Bases with Security Gate Installations	Complete construction - Q4	Due to challenges associated with scheduling and resource availability with the contractor, completion of the bus base gates construction has been delayed and will be carried over and reconsidered for 2025.				
2.	I-605, Katella Avenue Interchange	Initiate Construction	Award construction contract - Q4	Due to late identified request for additional Caltrans ROW and delays in Southern California Edison design for street lighting relocation, this has been delayed. Advertisement of the construction contract occurred in November 2024 and Caltrans award of contract is now anticipated in Q1 2025; this will be carried over and reconsidered for 2025.				
3.	Mission Viejo/Laguna Niguel Slope Stabilization	Ensure Asset Preservation and Climate Resiliency	Complete design phase - Q4	Due to a longer than anticipated procurement process for Metrolink to obtain a designer, completion of the design phase has been delayed and will be carried over and reconsidered for 2025.				
4.	OC Streetcar	Continue to Advance Construction	Report on status of construction and updates to target service startup date to Board - Q1-Q4	January 22, April 22, and July 22, and October 28, 2024 - provided OC Streetcar updates to Board.				
5.	Renewable Solar Energy at Bus Bases	Advance Climate Goals by Introducing Renewable Energy Into Agency Operations	Initiate procurement for Architectural and Engineering design services for the installation of solar panels at maintenance and operations bases - Q4	Due to scheduling challenges, procurement has been delayed and will be carried over and reconsidered for 2025.				

COMPLETED	ON TRACK	TIMETABLE ADJUSTED	CARRYOVER
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Q4 (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
6.	511 Motorist Assistance and Freeway Service Patrol (FSP)	Expand Awareness of the 511 Motorist Assistance and FSP Programs, Particularly With Underserved Populations	Explore opportunities to enhance awareness and utilization of the 511 Motorist Assistance and FSP programs through marketing and communication efforts working with ethnic media and Diversity Outreach - Q1-Q4	Efforts to increase awareness of the 511 and FSP programs through participation in community events occurred throughout the year. During Q4, conducted outreach at the OC Fairgrounds for the OC LGBTQ Pride Festival and Hindu Diwali Festival of Lights, the Great Park in Irvine, the Sunkist Elementary School Resource Fair in Anaheim, and the Día de Los Muertos Festival in Santa Ana. Motorist Services staff explored opportunities to leverage outreach resources by supporting and piggybacking on transit, rideshare, vanpool, and other OCTA outreach efforts.				
7.	Crisis Communications	Ensure Agency and Staff Preparedness	Conduct a tabletop exercise for the Crisis Communications team and revise Crisis Communications Plan as appropriate - Q4	October 23, 2024 - conducted exercise.				
8.	Diversity, Equity, Inclusion, and Belonging	Enhance Organizational Policies, Practices, and Programs Related to Diversity, Equity, Inclusion, and Belonging	Continue to review and implement as appropriate recommendations from the third-party organizational diversity, equity, and inclusion study - Q4	September 9, 2024 - presented 2024 Title VI Plan to Board for adoption, which included approval of a diversity, equity, and inclusion statement.			Early Complete	

COMPLETED

ON TRACK

TIMETABLE ADJUSTED

CARRYOVER

Q4 (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
9.	OCTA in the News	Share Newsworthy OCTA Activities and Actions to Obtain Coverage and Raise Awareness of OCTA Programs, Initiatives, and Plans	Continue to highlight OCTA initiatives through mainstream, ethnic, industry, and social media - Q1-Q4	Efforts to highlight OCTA initiatives have been ongoing throughout the year. OCTA continued to raise awareness of key agency activity and actions through social media videos with Chair Nguyen, distributing press releases to the media and posting them on OCTA social media channels on topics including the emergency rail shut down and response, Coastal Rail Resiliency Study, capital project and Measure M2 delivery, headquarters purchase, as well as promoting free ride days and other marketing initiatives throughout the year.				
10.	Annual Comprehensive Financial Report	Ensure Accountability and Transparency	Obtain an unmodified opinion from the external auditors and provide the annual financial statements to Board - Q4	November 25, 2024 - provided financial statements to Board.				
11.	Comprehensive Business Plan (CBP)	Develop OCTA's Business Plan	Present CBP to Board for adoption - Q4	December 9, 2024 - presented to Board for adoption.				
12.	Cybersecurity (TSA Security Directive)*	Fulfill TSA Security Directive	Complete initial cybersecurity assessment and incident response plan - Q4	Due to TSA requesting that OCTA hold off further work as they reassess if the directive is applicable to the OC Streetcar project, this has been delayed and will be carried over and reconsidered for 2025.				

*2023 Carryover

COMPLETED	ON TRACK	TIMETABLE ADJUSTED	CARRYOVER
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Q4 (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
13.	Enterprise Asset Management (EAM)*	Implement New EAM System	Transition Infor EAM System from test into full production - Q4	The project completed a cure process with the vendor through which the vendor conducted a thorough review and assessment of the system configuration; as a result, the project was able to be reset so completion of the transition has been delayed and will be carried over and reconsidered for 2025 (anticipated to complete in Q3 2025).				
14.	Fare Policy	Modernize OCTA's Fare Policy	Present and discuss fare policy changes with Board - Q4	November 25, 2024 - presented to Board for adoption.				
15.	Headquarters Building	Implement Long-Term Strategy for the OCTA Administrative Headquarters	Present options to Board for consideration - Q4	August 12, 2024 - presented to Board for consideration.			Early Complete	
16.	Procurement	Enhance Procurement Efficiencies through a More Comprehensive E-Procurement System with Solicitation Formulation Assistance, Evaluation Tools, Increased Vendor Pool, and Contract Compliance Assurance	Complete procurement for a new E-Procurement system and present recommendation to Board - Q4	December 20, 2024 - in lieu of a formal Board agenda item, sent update memo to Board on new E-Procurement system.				

*2023 Carryover

COMPLETED	ON TRACK	TIMETABLE ADJUSTED	CARRYOVER
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Q4 (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
17.	Procurement	Support Open and Fair Competition by Increasing Outreach to Small and Disadvantaged Businesses	Hold networking events throughout the year to match smaller businesses with prime contractors, increase awareness of contracting opportunities, and get DBE firms registered with State of California - Q1-Q4	OCTA hosted and attended several events to connect and network with small and disadvantaged businesses throughout the year. In Q4, October 2024 - hosted and participated in the San Bernardino County Transportation Authority's Business 2 Business Expo, DBE Summit, Vietnamese Business Forum, and South Asian Business Expo; November 2024 - participated in the Construction Network Small Business and DBE Outreach.				
18.	Legislative Forums	Communicate Transportation Needs and Challenges and OCTA's Ongoing Plans, Programs, and Projects	Conduct forums with local delegation representatives and report to management team - Q2 and Q4	March 26, 2024 - held first legislative forum; August 21, 2024 - held second legislative forum.			Early Complete	
19.	Legislative Platforms	Set Legislative Priorities	Present final 2025-26 state and federal legislative platforms to Board for approval - Q4	June 2024 - presented schedule for developing legislative platform to Board; November 25, 2024 - presented to Board for adoption.				
20.	Legislative Priorities	Provide End-of-Session Report	Discuss outcomes of legislative priorities with L&C - Q4	November 2024 - presented End-of-Session Report to L&C.				

COMPLETED

ON TRACK

TIMETABLE ADJUSTED

CARRYOVER

Q4 (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
21.	Local Government Forums	Conduct Mayors Forums by District	Conduct forums with city leaders and report to management team - Q4	While no mayor's forums took place this year, new mayor outreach and outreach to new city managers was ongoing. Additionally, OCTA continued to provide government relations support to select roundtables.				
22.	Subrecipient Compliance Reviews	Identify Compliance Issues and Correct as Needed	Complete compliance reviews and correction actions for all of OCTA's federal subrecipients - Q4	October 2024 - completed all subrecipient compliance reviews; December 2024 - received all corrective action documents.				
23.	91 and 405 Express Lanes Communications	Provide Customer Communications and Enhance Brand Awareness, Perceptions, and Usage of the Express Lanes	Implement multilingual Express Lanes marketing, communications, and outreach at community events, and through paid and earned media - Q4	June 2024 - completed prior 405 Express Lanes English campaign and multicultural campaign in Spanish and Vietnamese communities; August 2024 - launched new multicultural campaign; September 2024 - launched new campaign in English; December 2024 - concluded campaign with a one-year anniversary message and video.				
24.	Core Competency Integration	Integrate Core Competencies into Talent Management Process	Educate all managers on core competencies and utilize in interviews and assessing talent - Q4	May 12, 2024 - conducted pilot for Operations Division; December 18, 2024 - completed core competencies integration project.				

COMPLETED

ON TRACK

TIMETABLE ADJUSTED

CARRYOVER

Q4 (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
25.	Diversity, Equity, Inclusion, and Belonging - Diverse Community Leaders Group (DCLG)	Maximize Relationships with Key Stakeholders and Leaders that Represent Diverse Communities to Solicit Feedback and Incorporate their Suggestions into Transit Improvements and Future Planning Efforts	Enhance engagement opportunities with DCLG (based on number of meetings, events, and activities per organization, feedback surveys, and results of feedback for transit improvements and future planning efforts) and provide update to Board - Q4	<p>March 5, 2024 - hosted first quarter DCLG meeting;</p> <p>June 20, 2024 - hosted second quarter in-person DCLG meeting at OCTA with OCTA CEO and Board Chair participating with attendance of 25 community leaders;</p> <p>October 16, 2024 - hosted third quarter in-person DCLG meeting at OCTA with OCTA CEO and Board Chair participating.</p> <p>December 10, 2024 - hosted fourth quarter DCLG meeting with OCTA Board Chair participating.</p>				
26.	Diversity, Equity, Inclusion, and Belonging - Outreach Activities and Trust-Building Campaign	Increase Participation of Diverse Communities in Transportation Planning Process and Promote Inclusivity to Ensure Transit Services are Accessible and Welcoming to People from All Backgrounds and Communities	Increase participation from diverse communities in planning and decision-making processes by 15 percent from 2023 and present quarterly reports to Board - Q1-Q4	<p>OCTA completed major activities to increase diverse communities' and hard-to-reach families' participation and increase awareness of OCTA's services, projects, and plans with in-person engagement, including but not limited to:</p> <p>September 2024 - assisted with outreach and collecting TDM Plan surveys;</p> <p>October 8, 2024 - hosted Small Business and DBE Summit to diverse community and business leaders and other key stakeholders;</p> <p>October 28, 2024 - presented update to Board.</p>				

COMPLETED

ON TRACK

TIMETABLE ADJUSTED

CARRYOVER

Q4 (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
27.	Human Resources Information System (HRIS)	Implement a Modernized HRIS	Complete process mapping for Human Resources and Payroll components - Q4	June 2024 - completed process mapping.		Early Complete		
28.	Market Research	Obtain Public Input and Preferences for OCTA's Various Planning Studies, Programs, and Services	Conduct qualitative and quantitative surveys to support marketing programs, customer satisfaction, the OC Transit Vision, M2 Ten-Year Review, and other planning studies - Q4	April-May 2024 - completed field work for M2 Ten-Year Review Quantitative Survey; July 8, 2024 - presented M2 Ten-Year Review Quantitative Survey results to Board; June-July 2024 - conducted OC Transit Vision Survey; September-October 2024 - conducted OC Connect Survey and OC TDM Survey; September-November 2024 - conducted Orangethorpe Transit Village Conceptual Study Survey; November 25, 2025 - presented Rider Safety Perception survey results to Board.				
29.	Marketing Activities	Promote and Educate Public on OCTA Services	Present biannual updates on ongoing campaigns promoting bus, rail, OC Flex, rideshare, and vanpool services to L&C - Q2 and Q4	June 20, 2024 - presented first biannual update to L&C, which covered marketing campaigns for OC Bus, Metrolink, Rideshare, Vanpool, and 405 Express Lanes; November 21, 2024 - presented second biannual update to L&C.				

COMPLETED

ON TRACK

TIMETABLE ADJUSTED

CARRYOVER

Q4 (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
30.	OC Streetcar	Ensure Maintenance and Storage Facility and Vehicles Meet All Health, Safety, and Environmental Compliance Requirements Prior to Revenue Service	Work directly with all applicable regulatory agencies to ensure compliance and approval and permits are obtained - Q4	Work is ongoing as OCTA is in the process of identifying all applicable equipment/systems and associated regulatory requirements (i.e., emergency generator, sand silo, train wash discharge, etc.) and will continue in 2025; May 2024 - completed generator application, for which the permit has since been issued by AQMD.				
31.	OC Streetcar Marketing and Customer Communications	Create Awareness and Interest in OC Streetcar to Build Ridership	Develop and implement a multifaceted, phased marketing campaign, including business partnerships and customer communications, on how to use the system and present plan to Board - Q4	Due to the marketing campaign needing to coincide with the project schedule for OC Streetcar revenue service, this has been delayed and will be carried over and reconsidered for 2025.				
32.	OC Streetcar Testing/Operations Safety Education and Public Awareness	Educate Various Target Audiences About OC Streetcar Safety During Testing Period Leading Up to Revenue Service	Expand reach and penetration of safety education campaign to raise public awareness once testing begins on tracks and present quarterly reports to Board - Q1-Q4	January 2024 - conducted three focus groups (one each in English, Spanish, and Vietnamese), as well as with the Teen Council to test messaging for safety education and awareness campaigns. May 2024 - updated Safety Education and Public Awareness program project collateral based on focus group feedback. Fall 2024 - attended several back-to-school activities.				

COMPLETED

ON TRACK

TIMETABLE ADJUSTED

CARRYOVER

Q4 (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
33.	Outreach Activities	Conduct Outreach to Support Capital Projects	Provide updates to Board on OC Streetcar, I-5 corridor projects, SR-55 corridor projects, I-405, I-605/Katella Avenue Interchange, and SR-91 - Q1-Q4	<p>March 11, 2024 - provided I-5 (SR-73 to El Toro Road) Project update to Board;</p> <p>April 22 and July 22, 2024 - provided OC Streetcar updates to Board;</p> <p>August 12, 2024 - provided I-5 (San Diego County Line to Avenida Pico) Project update to Board;</p> <p>September 9, 2024 - provided SR-91 (SR-57 to SR-55) Project update to Board;</p> <p>October 14, 2024 - presented I-5 (I-405 to SR-55) Project to Board for approval to release RFP;</p> <p>November 12, 2024 - provided I-605/Katella Avenue Interchange Project update to Board.</p>				
34.	Outreach Activities	Conduct Outreach to Support Planning Studies	Provide outreach updates to Board for planning studies, including OC Connect, OC Transportation Demand Management Plan, OC Transit Vision Plan, OC Coastal Rail Resiliency Study, and others as appropriate - Q1-Q4	<p>March 11, May 13, and September 9, 2024 - provided OC Coastal Rail Resiliency Study updates to Board;</p> <p>May 28, 2024 - provided OC Transit Vision update to Board;</p> <p>November 12, 2024 - provided OC Connect update as part of the Active Transportation Program biannual update to Board;</p> <p>December 9, 2024 - provided OC Transit Vision update to Board.</p>				

COMPLETED

ON TRACK

TIMETABLE ADJUSTED

CARRYOVER

Q4 (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
35.	Transit Marketing and Customer Communications	Promote and Educate Public on OCTA Transit Services	Develop and implement multilingual campaigns and programs to promote the Youth Ride Free pass and other promotional passes, major service changes, Metrolink service (including Angels Express), mental health through transit use, and other activities - Q4	Several campaigns and programs were completed in Q1 and Q2, with some continuing through Q4; during Q3, launched summer marketing campaigns for the Youth Ride Free and College Pass Programs, as well as for OC Fair Express, the August service change, and Choice Pass promotion; October 2024 - launched mental health through transit use campaign; December 2024 - launched New Year's Eve ride-free campaign.				
36.	Active Transportation Initiatives	Implement Programs in Support of Non-Motorized Transportation	Provide biannual updates on active transportation initiatives to Board - Q2 and Q4	Due to the cancellation of the June 2024 RTP and other scheduling challenges, the first biannual update to Board was delayed; July 8, 2024 - provided first biannual update to Board; November 12, 2024 - provided second biannual update to Board.				
37.	Active Transportation Safety Education	Provide In-Language Resources and Engagement Opportunities to Further Promote Active Transportation	Continue e-bike safety campaign collaborating with local cities and schools, and coordinate with regional partners to secure grant funding to provide educational campaigns (particularly in disadvantaged communities) to promote Safe Routes to School - Q4	May 2024 - executed contract for outreach support focused on delivering education events and materials; June 10, 2024 - presented contract award to Board for approval for consultant services for the Next Safe Travels Education Program.		Early Complete		

COMPLETED

ON TRACK

TIMETABLE ADJUSTED

CARRYOVER

Q4 (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
38.	Bikeways Connectivity Study	Identify Opportunities to Reallocate Excess MPAH ROW to Support a More Complete Bikeways Network	Coordinate with regional partners to secure grant funding to initiate study - Q4	July 2024 - secured REAP 2.0 Grant funding.			Early Complete	
39.	Climate Adaptation and Sustainability	Advance Agency Sustainability Practices and Resiliency Efforts to Adapt to Climate Change Impacts	Provide update on recommended follow-up activities, including a draft action plan, to Board - Q4	November 12, 2024 - provided update to Board.				
40.	Coastal Rail Solutions	Support Efforts to Develop Solutions for Coastal Rail Infrastructure	Work with external stakeholders and provide periodic updates to Board - Q2 and Q4	March 11, 2024 - provided update to Board on the Coastal Rail Resiliency Study and Initial Assessment of the most vulnerable areas to beach erosion and landslides; May 13, 2024 - provided update to Board on coastal rail emergencies in south San Clemente and the Coastal Rail Resiliency Study; September 9, 2024 - provided OC Coastal Rail Resiliency Study update to Board.			Early Complete	
41.	Harbor Boulevard Pilot Innovative Transit Signal Priority Study	Evaluate and Assess Innovative Solutions to Improve Transit Performance	Provide update to ESC on status of the pilot project - Q4	December 9, 2024 - provided status update to ESC.				
42.	M2 Environmental Cleanup Program (Project X)	Fund Localized Water Quality Improvements	Present programming recommendations for Tier 1 water quality projects grant awards to Board - Q4	October 14, 2024 - presented recommendations to Board for approval.				

COMPLETED

ON TRACK

TIMETABLE ADJUSTED

CARRYOVER

Q4 (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
43.	M2 Environmental Mitigation Programs	Ensure Compliance with Resource Agency Permits	Present biannual progress reports to Board - Q2 and Q4	Due to the cancellation of the June 2024 RTP and other scheduling challenges, the first biannual update to Board was delayed; July 8, 2024 - presented first biannual report to Board; December 9, 2024 - presented second biannual report to Board.				
44.	M2 Quarterly Reports	Provide Updates on Progress of M2 Implementation and Fulfill the Requirements of the M2 Ordinance No. 3	Present quarterly reports to Board - Q1-Q4	March 11, 2024 - presented FY 2023-24 Q2 report to Board; June 10, 2024 - presented FY 2023-24 Q3 report to Board, and September 9, 2024 - presented FY 2023-24 Q4 report to Board; December 9, 2024 - presented FY 2024-25 Q1 report to Board.				
45.	M2 Ten-Year Review	Evaluate Performance of the M2 Program through a Comprehensive Review	Present framework to Board - Q4	October 14, 2024 - presented to Board.				
46.	Mobility Hubs	Develop a Concept of Operations for a Potential Demonstration Project	Coordinate with regional partners to secure grant funding to initiate study - Q4	July 2024 - secured REAP 2.0 Grant funding.			Early Complete	
47.	Next 10 Delivery Plan	Ensure M2 Delivery Commitment	Review and present status of the Next 10 Delivery Plan deliverables to Board - Q4	November 12, 2024 - presented status to Board.				
48.	OC Connect	Prepare Environmental Clearance for an Active Transportation Facility on PE ROW	Present update to Board - Q4	July 8, 2024 - provided project update to Board as part of the Active Transportation Program biannual update.			Early Complete	

COMPLETED

ON TRACK

TIMETABLE ADJUSTED

CARRYOVER

Q4 (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
49.	Regional Planning Activities	Highlight Transportation Planning Activities	Present biannual reports on activities underway, such as the 2024 RTP, that impact OCTA and the Southern California region to Board - Q2 and Q4	May 28, 2024 - presented first biannual report to Board; November 12, 2024 - presented second biannual report to Board.				
50.	South County Mobility Improvements	Collaborate with Key Agencies to Advance Development and Implementation of Transportation Improvements in South Orange County	Provide update to Board - Q4	August 12, 2024 - provided update to Board.			Early Complete	
51.	Transit Ridership Optimization	Assess Transit Service to Meet Current Ridership Demand	Implement Making Better Connections Service Plan, as appropriate, to reflect current ridership trends and provide updates to ESC - Q2 and Q4	Recommendations from the Making Better Connections Service Plan were not yet implemented during the first two service changes this year, so no update was provided to ESC in Q2. Due to the need for additional time to thoroughly assess the status and progress of the Making Better Connections Service Plan implementation and estimate of resources, this has been delayed. An update to ESC will be carried over and reconsidered for 2025.				
52.	Transportation Demand Management (TDM) Study	Develop a Toolbox of TDM Tactics That Can Be Implemented by Agencies in Orange County	Present update to ESC - Q4	October 28, 2024 - presented update to ESC.				

COMPLETED

ON TRACK

TIMETABLE ADJUSTED

CARRYOVER

Acronyms

AAP/EEO - Affirmative Action Plan/Equal Employment Opportunity	MDA - Management Development Academy
AQMD - Air Quality Management District	MPAH - Master Plan of Arterial Highways
Board - Board of Directors	OCTA - Orange County Transportation Authority
BEB - Battery-Electric Bus	PE - Pacific Electric
Caltrans - California Department of Transportation	RCTC - Riverside County Transportation Commission
CBP - Comprehensive Business Plan	RCP - Regional Capacity Program
CEO - Chief Executive Officer	REAP - Regional Early Action Planning
DBE - Disadvantaged Business Enterprise	RFP - Request for Proposals
DCLG - Diverse Community Leaders Group	RFQ - Request for Quotes
E-Bike - E-Bicycle	ROW - Right-of-Way
EAM - Enterprise Asset Management	RTP - Regional Transportation Plan
ECA - Early Career Academy	RTSSP - Regional Transportation Signal Synchronization Program
EIR - Environmental Impact Report	SB - Senate Bill
ELC - Express Lanes Connector	SCAG - Southern California Association of Governments
ESC - Executive Steering Committee	SR-55 - State Route 55
FCEB - Fuel-Cell Electric Bus	SR-73 - State Route 73
FSP - Freeway Service Patrol	SR-91 - State Route 91
FTA - Federal Transit Administration	STIP - State Transportation Improvement Program
FTIP - Federal Transportation Improvement Program	TCA - Transportation Corridor Agencies
FY - Fiscal Year	TCU - Transportation Communications Union
HRIS - Human Resources Information System	TDM - Transportation Demand Management
I-5 - Interstate 5	TIRCP - Transit and Intercity Rail Capital Program
I-405 - Interstate 405	TSA - Transportation Security Administration
I-605 - Interstate 605	TIFIA - Transportation Infrastructure Finance and Innovation Act
L&C - Legislative and Communications Committee	VMT - Vehicle Miles Traveled
LGBTQ - Lesbian, Gay, Bisexual, Transgender and Queer	ZEB - Zero-Emission Bus
M2 - Measure M2	



Call to Order

The December 9, 2024, regular meeting of the Orange County Transportation Authority (OCTA) Board of Directors and affiliated agencies was called to order by Chair Nguyen at 9:00 a.m. at the OCTA Headquarters, 550 South Main Street, Orange, California.

Chair Nguyen announced today's Board of Directors (Board) meeting protocol: Director Jung will participate via teleconferencing, and all votes will be taken by roll call.

Roll Call

The Clerk of the Board conducted an attendance Roll Call and announced there was a quorum of the Board as follows:

Directors Present: Tam T. Nguyen, Chair
Jon Dumitru
Jamey Federico
Katrina Foley
Patrick Harper
Fred Jung via teleconference
Farrah N. Khan
Stephanie Klopfenstein
Carlos A. Leon
Vicente Sarmiento
John Stephens
Mark Tetteimer
Donald P. Wagner
Lan Zhou, Ex-Officio, Caltrans, District 12

Directors Absent: Doug Chaffee, Vice Chair
Valerie Amezcua
Michael Hennessey

Staff Present: Jennifer L. Bergener, Deputy Chief Executive Officer
Andrea West, Clerk of the Board
Sahara Meisenheimer, Clerk of the Board Specialist
James Donich, General Counsel



1. Closed Session

A Closed Session was held as follows:

Pursuant to Government Code Section 54956.9(d)(1) - Conference with General Counsel - Existing Litigation - City of Fountain Valley v. Orange County Transportation Authority - OCSC Case No. 30-2018-00977509, Orange County Transportation Authority v. Degelas - OCSC Case No. 30-2018-00977086.

Due to a conflict of interest, Directors Harper and Stephens recused themselves from voting on this item.

All members were present except Vice Chair Chaffee and Directors Amezcua and Hennessey, who were absent from the meeting.

James Donich, General Counsel, stated there was no report out on this matter.

Special Calendar

2. Salute to the Outgoing Orange County Transportation Authority Board of Directors

A Resolution of Appreciation was presented to outgoing Board Member Farrah N. Khan.

3. Presentation of Resolutions of Appreciation for Employees of the Month

Resolutions of Appreciation were presented to Felipe Michel, Coach Operator, Juan Sanchez, Maintenance, and Louis Zhao, Administration, as Employees of the Month for December 2024.

4. Presentation of Resolutions of Appreciation for Participants of the Orange County Transportation Authority Employee Rotation Program

Resolutions of Appreciation were presented to Michael Cardozo, Contracts Administration and Materials Management, and David Aguirre, Human Resources, as members of the 2023/2024 Employee Rotation Program.

Consent Calendar (Items 5 through 26)

5. Approval of Minutes

A motion was made by Director Sarmiento, seconded by Director Foley, and following a roll call vote, declared passed 13-0, to approve the minutes of the November 25, 2024 Orange County Transportation Authority and affiliated agencies' regular meeting.



6. Purchasing Cards, Internal Audit Report No. 25-505

A motion was made by Director Sarmiento, seconded by Director Foley, and following a roll call vote, declared passed 13-0, to direct staff to implement one recommendation provided in Purchasing Cards, Internal Audit Report No. 25-505.

7. 405 Express Lanes Update for the Period Ending September 30, 2024

A motion was made by Director Sarmiento, seconded by Director Foley, and following a roll call vote, declared passed 13-0, to receive and file as an information item.

8. 91 Express Lanes Update for the Period Ending - September 30, 2024

A motion was made by Director Sarmiento, seconded by Director Foley, and following a roll call vote, declared passed 13-0, to receive and file as an information item.

9. First Quarter Fiscal Year 2024-25 Procurement Status Report

A motion was made by Director Sarmiento, seconded by Director Foley, and following a roll call vote, declared passed 13-0, to receive and file as an information item.

10. Fiscal Year 2024-25 First Quarter Grant Reimbursement Status Report

A motion was made by Director Sarmiento, seconded by Director Foley, and following a roll call vote, declared passed 13-0, to receive and file as an information item.

11. Orange County Transportation Authority Investment and Debt Programs Report - October 2024

A motion was made by Director Sarmiento, seconded by Director Foley, and following a roll call vote, declared passed 13-0, to receive and file as an information item.

12. 2025 Active Transportation Program Regional Project Prioritization Point Assignments for Orange County

A motion was made by Director Sarmiento, seconded by Director Foley, and following a roll call vote, declared passed 13-0, to:

- A. Approve the Orange County 2025 Active Transportation Program project prioritization point assignments for submittal to the Southern California Association of Governments.
- B. Authorize the Chief Executive Officer, or his designee, to provide concurrence on future project scope changes and substitutions as needed for the 2025 Active Transportation Program projects.

- C. Authorize staff to process all necessary amendments to the Federal Transportation Improvement Program to facilitate the above actions.

13. State and Federal Grant Acceptance for the Coastal Rail Infrastructure Resiliency Project

A motion was made by Director Sarmiento, seconded by Director Foley, and following a roll call vote, declared passed 13-0, to:

- A. Adopt Resolution No. 2024-088, to accept the SB 1 Trade Corridor Enhancement Program grant award from the California Transportation Commission for \$80 million, to commit the required 30 percent match from the Federal Railroad Administration award, and to negotiate and execute any grant-required agreements including the baseline agreement.
- B. Authorize the Chief Executive Officer, or designee, to accept the 2024 Cycle 7 Transit and Intercity Rail Capital Program grant award from the California State Transportation Agency for \$125 million for the Coastal Rail Infrastructure Resiliency Improvement Project, and to negotiate and execute grant-related agreements and documents with the California State Transportation Agency and California Department of Transportation.
- C. Authorize the Chief Executive Officer, or designee, to accept the Consolidated Rail Infrastructure and Safety Improvements Program grant award from the Federal Railroad Administration for \$100 million for the Coastal Rail Infrastructure Resiliency Improvement Project, and to negotiate and execute grant-related agreements and documents with the Federal Railroad Administration.
- D. Authorize staff to process all necessary amendments to the Federal Transportation Improvement Program to facilitate programming of the Coastal Rail Infrastructure Resiliency Improvement Project.

14. Proposed Management Plan for the Administrative Headquarters Building

A motion was made by Director Sarmiento, seconded by Director Foley, and following a roll call vote, declared passed 13-0, to:

- A. Authorize the Chief Executive Officer, or his designee, to negotiate and execute lease agreements with tenants for lease maturities of no greater than ten years.
- B. Authorize the Chief Executive Officer, or his designee, to negotiate and execute service contracts necessary for the operations and maintenance of the property.



15. Approval to Release Request for Proposals for Construction Management Support Services for the Interstate 5 Improvement Project Between Yale Avenue and State Route 55

A motion was made by Director Sarmiento, seconded by Director Foley, and following a roll call vote, declared passed 13-0, to:

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 4-2614 for the selection of a consultant to provide construction management support services for the Interstate 5 Improvement Project between Yale Avenue and State Route 55.
- B. Approve the release of Request for Proposals 4-2614 to provide construction management support services for the Interstate 5 Improvement Project between Yale Avenue and State Route 55.
- C. Authorize the use of up to \$22.7 million in Measure M2 freeway funds for construction management support services for the Interstate 5 Improvement Project between Yale Avenue and State Route 55.

16. Cooperative Agreement with the California Department of Transportation for the Interstate 5 Improvement Project Between Yale Avenue and State Route 55

This item was pulled to hear public comments from David Martinez, Youssef Kaddeche, and Leeza Bondarchuk.

A motion was made by Director Wagner, seconded by Director Dumitru, and following a roll call vote, declared passed 12-0, to:

- A. Authorize the use of \$210,033,000 in Measure M2 funds for the Interstate 5 Improvement Project between Yale Avenue and State Route 55.
- B. Authorize the inclusion of \$27,861,000 in State Highway Operations and Protection Program funds for the Interstate 5 Improvement Project between Yale Avenue and State Route 55.
- C. Authorize the use of \$9,780,000 in Local Partnership Program - Formula funds for the Interstate 5 Improvement Project between Yale Avenue and State Route 55.
- D. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-4-2645 between the Orange County Transportation Authority and the California Department of Transportation, in the amount of \$247,674,000, comprised of a construction capital share of \$202,243,000, and a construction management services share of \$45,431,000 for the Interstate 5 Improvement Project between Yale Avenue and State Route 55.

- E. Authorize staff to process all necessary amendments to the Federal Transportation Improvement Program and execute or amend all necessary agreements to facilitate the above action.

Director Sarmiento abstained from the vote.

17. Amendment to Agreement for Additional Design Services for State Route 91 Improvement Project Between State Route 55 and Lakeview Avenue

A motion was made by Director Sarmiento, seconded by Director Foley, and following a roll call vote, declared passed 13-0, to authorize the Chief Executive Officer to negotiate and execute Amendment No. 6 to Agreement No. C-9-1160 between the Orange County Transportation Authority and Parsons Transportation Group, Inc., in the amount of \$773,126, for additional design services for the State Route 91 Improvement Project between State Route 55 and Lakeview Avenue. This will increase the maximum cumulative obligation of the agreement to a total contract value of \$8,305,401.

18. Amendment to Agreement for Additional Design Services for State Route 91 Improvement Project Between La Palma Avenue and State Route 55

A motion was made by Director Sarmiento, seconded by Director Foley, and following a roll call vote, declared passed 13-0, to authorize the Chief Executive Officer to negotiate and execute Amendment No. 5 to Agreement No. C-9-1557 between the Orange County Transportation Authority and WKE, Inc., in the amount of \$860,051, for additional design services for the State Route 91 Improvement Project between La Palma Avenue and State Route 55. This will increase the maximum cumulative obligation of the agreement to a total contract value of \$17,348,935.

19. Amendment to Cooperative Agreement with the City of Anaheim for the State Route 91 Improvement Project Between State Route 57 and State Route 55

A motion was made by Director Sarmiento, seconded by Director Foley, and following a roll call vote, declared passed 13-0, to authorize the Chief Executive Officer to negotiate and execute Amendment No. 1 to Cooperative Agreement No. C-3-2751 between the Orange County Transportation Authority and the City of Anaheim, in the amount of \$1,201,000, for additional project support services. This will increase the maximum obligation of the cooperative agreement to a total value of \$1,446,000.

20. Amendment to Cooperative Agreement with the California Department of Transportation for the State Route 91 Improvement Project Between State Route 55 and Lakeview Avenue

A motion was made by Director Sarmiento, seconded by Director Foley, and following a roll call vote, declared passed 13-0, to:



- A. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 1 to Cooperative Agreement No. C-3-2655 between the Orange County Transportation Authority and the California Department of Transportation, in an amount of \$2,393,000, for additional construction capital cost for the State Route 91 Improvement Project between State Route 55 and Lakeview Avenue. This will increase the maximum cumulative obligation of the cooperative agreement to a total contract value of \$101,358,000.
- B. Authorize the use of \$2,393,000 in State Route 91 Express Lanes excess revenue for construction capital and construction support for the State Route 91 Improvement Project between State Route 55 and Lakeview Avenue.
- C. Authorize staff to process all necessary amendments to the Federal Transportation Improvement Program and execute or amend all necessary agreements to facilitate the above actions.

21. Environmental Mitigation Program Endowment Fund Investment Report for September 30, 2024

A motion was made by Director Sarmiento, seconded by Director Foley, and following a roll call vote, declared passed 13-0, to receive and file as an information item.

22. Measure M2 Environmental Mitigation Program Update

A motion was made by Director Sarmiento, seconded by Director Foley, and following a roll call vote, declared passed 13-0, to receive and file as an information item.

23. 2025 Technical Steering Committee Membership

A motion was made by Director Sarmiento, seconded by Director Foley, and following a roll call vote declared passed 13-0, to approve the proposed 2025 Technical Steering Committee membership recommendations.

24. Comprehensive Transportation Funding Programs Semi-Annual Review - September 2024

A motion was made by Director Sarmiento, seconded by Director Foley, and following a roll call vote, declared passed 13-0, to:

- A. Approve requested adjustments to the proposed Comprehensive Transportation Funding Programs projects.
- B. Authorize the Chief Executive Officer to negotiate and execute cooperative agreement amendments for applicable cooperative agreements.



25. Measure M2 Quarterly Progress Report for the Period July 2024 through September 2024

A motion was made by Director Sarmiento, seconded by Director Foley, and following a roll call vote, declared passed 13-0, to receive and file as an information item.

26. Agreement for Traffic Signal Improvements for Regional Traffic Signal Synchronization Program Projects

A motion was made by Director Sarmiento, seconded by Director Foley, and following a roll call vote, declared passed 13-0, to authorize the Chief Executive Officer to negotiate and execute Agreement No. C-4-2435 between the Orange County Transportation Authority and Elecnor Belco Electric, Inc., the lowest responsive, responsible bidder, in the amount of \$4,517,664 for construction of traffic signal improvements for the Regional Traffic Signal Synchronization Program projects.

Regular Calendar

27. Fiscal Year 2024-25 Proposed Comprehensive Business Plan

Victor Velasquez, Department of Financial Planning & Analysis, provided a PowerPoint presentation.

A motion was made by Director Foley, seconded by Director Klopfenstein, and following a roll call vote, declared passed 13-0, to approve the Fiscal Year 2024-25 Proposed Comprehensive Business Plan.

28. 2024 OC Transit Vision Progress Update

Charles Main, Principal Transportation Analyst, and Marissa Espino, Section Manager of Public Outreach, provided a PowerPoint presentation.

Public comment was heard from David Martinez.

A motion was made by Director Sarmiento, seconded by Director Foley, and following a roll call vote, declared passed 13-0, to direct staff to incorporate draft recommendations into the final 2024 OC Transit Vision Report which will inform the upcoming 2026 Long-Range Transportation Plan.

29. Principles for 405 Express Lanes Excess Toll Revenue Policy and Expenditure Plan

Jennifer L. Bergener, Deputy Chief Executive Officer (DCEO), provided opening comments and introduced Adriann Cardoso, Department Manager of Planning, who provided a PowerPoint presentation.



A motion was made by Director Foley, seconded by Director Khan, and following a roll call vote declared passed 9-1, to:

- A. Approve the principles for developing the 405 Express Lanes Excess Toll Revenue Policy and the future 405 Express Lanes Excess Toll Revenue Expenditure Plan.
- B. Direct staff to return with a draft 405 Express Lanes Excess Toll Revenue Policy in 2025.

Directors Klopfenstein and Sarmiento were not present to vote.

Director Wagner voted in opposition.

Discussion Items

30. Public Comments

There were no public comments.

31. Chief Executive Officer's Report

Ms. Bergener, DCEO, reported on the following:

- Women's Transportation Seminar Gala at the Nixon Library in Yorba Linda last Thursday.
- This is the final Board Meeting of the year, and she thanked the Board for their support.

32. Directors' Reports

Director Foley thanked OCTA staff for their hard work this year and to Director Khan for her service to the Board.

Director Stephens thanked everyone for welcoming him to the Board and reminded everyone of being on video for the first time. He asked staff to come back in six months and give a report to see if there are more people viewing the meetings.

Chair Nguyen stated it was an honor to serve as Chair and reminded everyone that the next regularly scheduled Board Meeting will start at 9:30 a.m.



33. Adjournment

The meeting was adjourned in honor of Director Khan at 10:45 a.m.

The next regularly scheduled meeting of this Board will be held:

9:30 a.m., on Monday, January 13, 2025

OCTA Headquarters
Board Room
550 South Main Street
Orange, California

ATTEST:

Sahara Meisenheimer
Clerk of the Board Specialist



COMMITTEE TRANSMITTAL

January 13, 2025

To: Members of the Board of Directors

From: Andrea West, Clerk of the Board *Andrea West*

Subject: February 2025 Bus Service Change

Transit Committee Meeting of January 9, 2025

Present: Directors Amezcua, Harper, Jung, Klopfenstein, and Sarmiento
Absent: None

Committee Vote

This item was passed by the Members present.

Committee Recommendation(s)

Receive and file as an information item.



January 9, 2025

To: Transit Committee
From: Darrell E. Johnson, Chief Executive Officer
Subject: February 2025 Bus Service Change

A handwritten signature in blue ink, appearing to read "Darrell Johnson", is positioned over the "From:" field of the header.

Overview

The proposed February 2025 bus service change implements changes to OC Bus service consistent with the Making Better Connections Study. The changes include reducing wait times and adjusting bus routes to improve overall service quality and reliability. The service changes also include adjustments to bus schedules in response to customer comments and operator feedback.

Recommendation

Receive and file as an information item.

Background

In October 2022, the Orange County Transportation Authority (OCTA) completed a comprehensive study of the bus transit system, known as the Making Better Connections (MBC) Study. The MBC Study assessed emerging travel trends and recommended optimizing the transit network to better serve Orange County residents, workers, and visitors. The Board of Directors approved the final service plan that emerged from the MBC Study on October 24, 2022. The MBC Study strives to improve bus service on high-ridership routes, reduce wait times, and simplify route structures. OCTA continues to implement these recommendations steadily through the service change process.

OCTA implements regular schedule and route revisions to selected OC Bus routes four times a year (February, May, August, and November). The proposed bus service changes discussed herein are scheduled for implementation on February 9, 2025.

Discussion

OC Bus continues to experience a significant recovery in post-coronavirus (COVID-19) ridership with ridership at 99 percent of pre-COVID-19 levels. These gains outpace the national trend and other peer agencies in Southern California and indicate that the OCTA MBC Study recommendations have been responsive to ridership trends and patterns. The proposed February 2025 changes represent continued progress in implementing the MBC Study recommendations and will boost service in response to the increasing ridership demand.

OCTA regularly monitors OC Bus performance and makes adjustments as needed to improve the service. These adjustments consider changes in traffic conditions, school schedules or land-use changes, customer comments, and coach operator feedback. The changes are intended to improve overall transit service and the performance of the individual bus routes.

The proposed February 2025 changes will focus on MBC Study-related changes and improvements to service quality and reliability. These service changes focus on the following enhancements/modifications:

- Improved frequencies on Routes 59, 60, 71, and 560
- Minor trip additions on Routes 26, 37, and 47
- Reduced frequencies on weekends on Routes 59 and 129
- Route eliminations on Routes 82 and 87
 - Portions of these route will be served by Routes 89 and 177
- Alignment changes on Routes 66, 89, 90, 167, and 177
 - Routes 66, 90, and 167
 - Reroute due to the closure of the Irvine Valley College bus zone
 - Route 89
 - Extend the route from Santa Margarita Parkway/Los Alisos Boulevard to serve Rancho Santa Margarita due to the elimination of Route 82
 - Route 177
 - Extend the route from its current southern terminal at the Laguna Hills Transportation Center to serve Laguna Niguel due to the elimination of Route 87
- Schedule adjustments to improve on-time performance and connections on Routes 29, 47, 55, 59, 64, 66, 83, 89, 90, 91, 123, 129, and 543

A notable improvement included in the February 2025 changes is the creation of timed connections at the Laguna Hills Transportation Center, with only a five-minute wait time between transfers. This scheduling practice makes it easier

for riders to transfer between routes to reach their destination, particularly when bus service runs less frequently than every 30 minutes. This improvement would benefit Routes 83, 89, 91, and 177. For example, an afternoon peak hour trip starting from downtown Laguna Beach on Broadway Street to the Santa Ana train station will save an OC Bus rider 25 minutes in travel time for the trip. The proposed February 2025 bus service change recommendations are detailed in Attachment A and depicted in Attachments B and C.

The proposed changes will increase bus service levels, equating to approximately 31,431 more revenue vehicle hours annually. System-wide service levels will increase to about 1.55 million annual revenue vehicle hours following the implementation of the changes.

Title VI and Environmental Justice Analysis

Staff conducted a Title VI and Environmental Justice Analysis of the MBC Study, per Federal Transit Administration requirements and consistent with OCTA policy. The February 2025 proposed changes were included in that analysis. The analysis accumulated the impacts on minority and low-income communities by comparing the transit service levels before and after the route changes. Based on this analysis, the proposed changes to the bus system, taken in their entirety, will not have a disparate impact on minority people nor a disproportionate burden on low-income people.

Summary

The proposed February 2025 bus service change is a continuation of the implementation of the Making Better Connections Study. This includes improvements to the span and frequency of service and new route alignments with the goal of improving OC Bus connections county-wide. Customers will be notified of the changes three weeks before implementation.

Attachments

- A. February 2025 Bus Service Change: Recommendations by Route
- B. February 2025 Bus Service Change: Bus Route Recommendations Map
- C. Route 82, 87, 89, 177 Alignment Changes Map

Prepared by:



Eric Hoch
Transportation Analyst, Sr.
(714) 560-5830

Approved by:



Rose Casey
Executive Director, Planning
(714) 560-5729

February 2025 Bus Service Change: Recommendations by Route

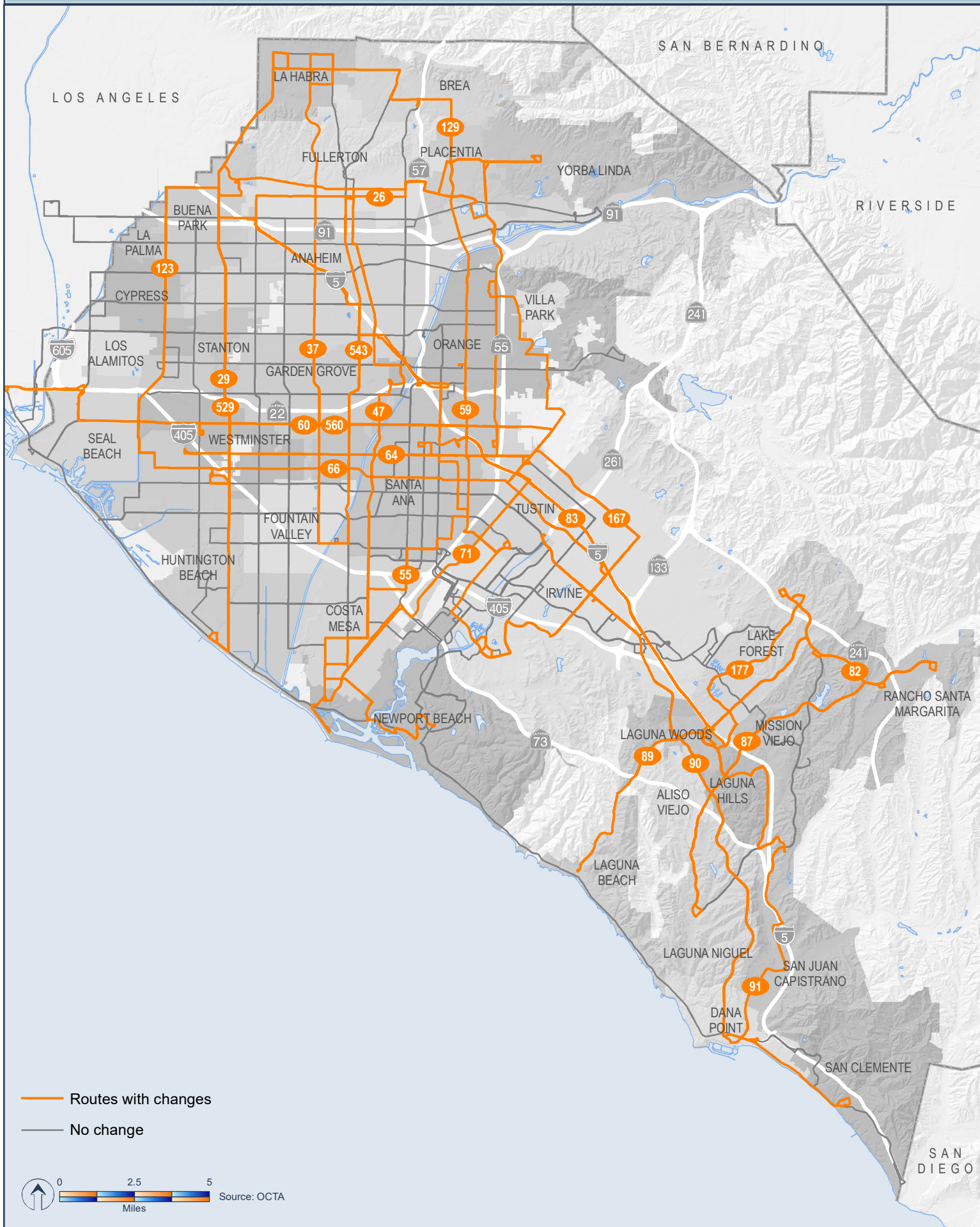
Route	Description	CHANGE IN SERVICE LEVELS				
		WKD RVH	SAT RVH	SUN RVH	Annual RVH	Peak Vehicles
26	Add three EB WKD trips during the AM period between FTC and CSUF	1.0	-	-	242	1
29	Improve WKD OTP	7.3	-	-	1,854	1
37	Add two early morning SUN trips	-	-	2.9	166	-
47	Add two NB afternoon WKD trips to mitigate overcrowding due to student ridership; Improve WKD/SAT/SUN OTP	11.8	9.3	9.3	4,025	2
55	Improve WKD/SAT/SUN OTP	5.2	0.2	0.2	1,359	-
59	Improve WKD AM and PM peak service to every 20-30 minutes; Reduce WKD late night service to every 60 minutes; Improve WKD/SAT/SUN OTP	9.4	(11.2)	(9.0)	1,290	1
60	Improve WKD service to every 20 minutes	24.7	-	-	6,291	2
64	Improve WKD OTP	0.5	-	-	133	-
66	Reroute due to closure of Irvine Valley College bus zone; Improve WKD OTP	12.7	2.5	2.5	3,517	-
71	Improve WKD service to every 45 minutes	19.2	-	-	4,904	1
82	Eliminate route and extend Route 89 to serve portions of existing alignment	(16.6)	-	-	(4,233)	(1)
83	Adjust WKD/SAT/SUN schedules for timed connections at LHTC	2.9	4.7	(8.1)	518	1
87	Eliminate route and extend Route 177 to serve portions of existing alignment	(27.6)	-	-	(7,038)	(2)
89	Extend route from Santa Margarita Parkway/Los Alisos Boulevard to Rancho Santa Margarita; Improve WKD AM and PM peak service to every 30 minutes; Reduce WKD midday service to every 60 minutes; Improve SAT/SUN OTP	21.6	18.7	19.5	7,605	4
90	Reroute due to closure of Irvine Valley College bus zone; Improve WKD OTP	0.1	-	-	31	-
91	Adjust WKD/SAT/SUN schedules for timed connections at LHTC	6.4	8.8	(4.8)	1,806	(1)
123	Adjust WKD schedule to improve Metrolink train connections at Anaheim Canyon Station; Improve WKD OTP	(0.6)	-	-	(158)	-
129	Reduce SAT/SUN service to every 60 minutes; Improve SAT/SUN OTP	-	(8.2)	(7.9)	(885)	-
167	Reroute due to closure of Irvine Valley College bus zone	0.2	-	-	43	-
177	Extend route from LHTC to Laguna Niguel on the southern end and extend route from Foothill Ranch to Mission Viejo on the northern end; Reduce WKD service to every 60 minutes; Improve SAT service to every 60 minutes; Adjust WKD/SAT/SUN schedules for timed connections at LHTC	13.6	21.5	-	4,584	1
529	Adjust WKD schedule to sync with Route 29 schedule	-	-	-	-	-
543	Improve WKD OTP	7.5	-	-	1,918	2
560	Improve WKD service to every 20 minutes	13.6	-	-	3,460	1
Total		112.8	46.3	4.7	31,431	13.0

Acronyms

- CSUF - California State University Fullerton
- EB - Eastbound
- FTC - Fullerton Transportation Center
- IVC - Irvine Valley College
- LHTC - Laguna Hills Transportation Center
- NB - Northbound
- OTP - on-time performance
- RVH - revenue vehicle hour
- SAT - Saturday
- SUN - Sunday
- WKD - weekday

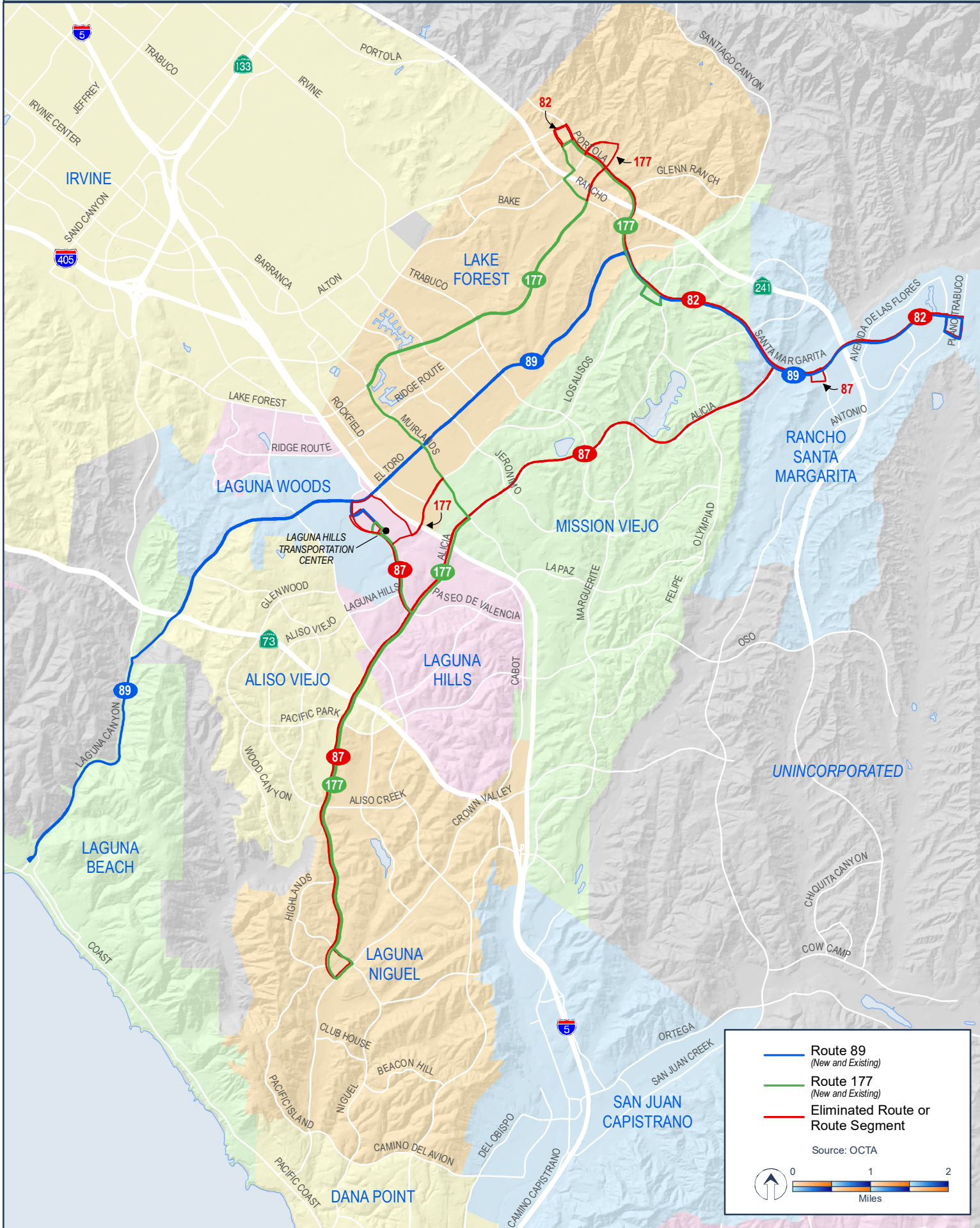
February 2025 Bus Service Change: Bus Route Recommendations

ATTACHMENT B



Routes 82, 87, 89, 177 Alignment Changes

ATTACHMENT C




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January 13, 2025

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer 

Subject: Approval to Release Request for Proposals for the Preparation of Plans, Specifications, and Estimates for Improvements to Orange County Transportation Authority's Headquarters Property

Overview

Staff has developed a request for proposals to initiate a competitive procurement process to retain consultant services to prepare the plans, specifications, and estimates for improvements to the Orange County Transportation Authority's headquarters property.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 4-2654 to select a firm to provide consultant services for the preparation of plans, specifications, and estimates for improvements to the Orange County Transportation Authority's headquarters property.
- B. Approve the release of Request for Proposals 4-2654 for consultant services for the preparation of plans, specifications, and estimates for improvements to Orange County Transportation Authority's headquarters property.

Background

On August 12, 2024, the Orange County Transportation Authority's (OCTA) Board of Directors (Board) approved the purchase of the property located at 2677 North Main Street, Santa Ana to serve as the new headquarters property for OCTA. The acquisition plan presented to the Board for the purchase of the property also included the need to make improvements within the office tower and to construct a new boardroom/conference facility.

Approval to Release Request for Proposals for the Preparation of Plans, Specifications, and Estimates for Improvements to Orange County Transportation Authority's Headquarters Property **Page 2**

Discussion

OCTA closed escrow on the purchase of the property located at 2677 North Main Street, Santa Ana on October 25, 2024. In order to meet the business needs of OCTA, improvements will need to be made within the office tower, which will house OCTA's administrative staff and tenants, and a new boardroom/conference room facility, which will house OCTA's Board and committee meetings, as well as serve as the conference center for OCTA's administrative staff will need to be constructed.

During the acquisition process of the property, OCTA utilized consulting services to develop high-level floor plan layouts for the office tower as well as a high-level site plan for the boardroom/conference room facility. Consultant services are necessary to complete the final design for both improvements to the office tower as well as to construct the boardroom/conference room facility. The timeline to complete final design for the improvements to the office tower is approximately six months and final design for the boardroom/conference room facility would be approximately 12 months.

Procurement Approach

OCTA Board-approved procurement policies and procedures require that the Board approve all request for proposals (RFP) over \$1,000,000, as well as approve the evaluation criteria and weightings. Staff is submitting for Board approval the draft RFP and evaluation criteria and weightings, which will be used to evaluate proposals received in response to the RFP.

The proposed evaluation criteria and weightings are as follows:

- Qualifications of the Firm 20 percent
- Staffing and Project Organization 40 percent
- Work Plan 40 percent

The evaluation criteria are consistent with criteria developed for similar architectural and engineering (A&E) procurements. In developing the criteria and weightings, several factors were considered. The firm's qualifications and experience in performing relevant work of similar scope, size, and complexity are important to the success of the project. A high level of importance is assigned to staffing and project organization, as the qualifications of the project manager and other key task leaders are critical to understanding the project

Approval to Release Request for Proposals for the Preparation of Plans, Specifications, and Estimates for Improvements to Orange County Transportation Authority's Headquarters Property *Page 3*

requirements and to the timely delivery and successful performance of the work. An equal level of importance is also assigned to the work plan to evaluate the technical approach and resource allocation for the work to ensure successful performance and timely delivery of the project. As this is an A&E procurement, price is not an evaluation criterion pursuant to state and federal laws.

This RFP will be released upon Board approval of these recommendations.

Fiscal Impact

Funding for this project will be included in the OCTA Fiscal Year 2025-26 Budget, Finance and Administration Division, Account No. 0030-9017-HQ001-HQ1, and will be funded using local funds.

Summary

Board of Directors' approval is requested to release Request for Proposals 4-2654 for consultant services for the preparation of plans, specifications, and estimates for improvements to the Orange County Transportation Authority's headquarters property, as well as approval of the proposed evaluation criteria and weightings.

Approval to Release Request for Proposals for the Preparation of Plans, Specifications, and Estimates for Improvements to Orange County Transportation Authority's Headquarters Property **Page 4**

Attachment

- A. Draft Request for Proposals (RFP) 4-2654, Plans, Specifications, and Estimates for Improvements to Orange County Transportation Authority's Headquarters Property

Prepared by:



Sean Murdock
Director, Finance and Administration
(714) 560-5685

Approved by:



Andrew Oftelie
Chief Financial Officer, Finance and
Administration
(714) 560-5649



Pia Veesapen
Director, Contracts Administration and
Materials Management
(714) 560-5619

DRAFT REQUEST FOR PROPOSALS (RFP) 4-2654

**PLANS, SPECIFICATIONS, AND
ESTIMATES FOR IMPROVEMENTS TO
ORANGE COUNTY TRANSPORTATION
AUTHORITY'S HEADQUARTERS
PROPERTY**



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

Key RFP Dates

Issue Date:	January 13, 2025
Pre-Proposal Conference Date:	January 23, 2025
Question Submittal Date:	January 29, 2025
Proposal Submittal Date:	February 13, 2025
Interview Date:	March 18, 2025

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NOTICE OF REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS (RFP): 4-2654: “PLANS, SPECIFICATIONS, AND ESTIMATES FOR IMPROVEMENTS TO OCTA HEADQUARTERS PROPERTY”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to Plans, Specifications, and Estimates for Improvements to Orange County Transportation Authority Headquarters Property .

The Orange County Transportation Authority is proposing to construct a new boardroom/conference room facility, and rehabilitate, modernize and remodel an office tower (Project) The rehabilitation and modernization may include replacement/upgrade of core mechanical/electrical equipment. The remodel will include demolition of existing office interiors and construction of new office improvements and furnishings.

The Project site is located at 2677 North Main Street (Main Street) at the intersection of Main Street and East Memory Lane in the City of Santa Ana.

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.

PROHIBITION

The following restrictions apply to this procurement:

The prime consultant firm, including all subconsultants (at any tier), awarded this contract for the preparation of plans, specifications, and estimates for improvements to the headquarters property for Authority will be ineligible to participate (at any tier) in the contract for PM/CM services for improvements to the headquarters property for Authority.

The program management/construction management (PM/CM) services will be solicited under a future separate procurement

The prime consultant firm, including all subconsultants (at any tier) awarded this contract for the preparation of plans, specifications, and estimates for improvement to the headquarters property for Authority will be ineligible to participate (at any tier) in the contract for construction services for improvements to the headquarters property for the Authority.

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on February 13, 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 4-2654**” 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 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 4-2654, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor’s on-line registration profile:

Category:
Professional Services

Commodity:
Architect Services, Professional
Engineering - Architectural
Engineering - Civil
Engineering - Environmental
Engineering - Mechanical
Engineering - Right of Way
Environmental - Architectural
Land Surveying
Buildings - Architectural Design
Engineering - Structural
Engineering Drawings
Architectural & Engineering
Design Consulting
Consultant Services - General
Environmental Consulting
Consultant Services - Space -
Interior Design

Professional Consulting

An on-site/in-person pre-proposal conference will be held on January 23, 2025, at 10:30 a.m., at the Authority's Administrative Offices, 500 South Main Street, Orange, California, in Conference Room 09. All prospective Offerors are encouraged to attend the pre-proposal conference.

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

- **Microsoft Teams** [Need help?](#)
- [Join the meeting now](#)
- Or Call-in Number: 916-550-9867
- Phone conference ID: 303 743 849#

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

The Authority has established **March 18, 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

An on-site/in-person pre-proposal conference will be held on **January 23, 2025**, at 10:30 a.m., at the Authority's Administrative Offices, 500 South Main Street, Orange, California, Conference Room 09. All prospective Offerors are encouraged to attend the pre-proposal conference.

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

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- Phone conference ID: 303 743 849#

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

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

The Authority reserves the right to revise the RFP documents. Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

D. AUTHORITY CONTACT

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

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

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

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on January 29, 2025.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the

date and time specified above:

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

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than February 5, 2025. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

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

<u>Category:</u> Professional Services	<u>Commodity:</u> Architect Services, Professional Engineering - Architectural Engineering - Civil Engineering - Environmental Engineering - Mechanical Engineering - Right of Way Environmental - Architectural Land Surveying Buildings - Architectural Design Engineering - Structural Engineering Drawings
Professional Consulting	Architectural & Engineering Design Consulting Consultant Services - General Environmental Consulting Consultant Services - Space - Interior Design

Inquiries received after 5:00 p.m. on January 29, 2025, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on February 13, 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 4-2654” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

2. Acceptance of Proposals

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

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

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

L. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et.seq. The offeror to whom a contract for the work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without

limitation, the obligation to pay the general prevailing rates of wages in the locality in which the work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at the Authority's principal office at 550 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

M. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

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

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

N. CODE OF CONDUCT

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

O. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

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

If a Proposal does include "confidential" or "proprietary" markings and the Authority receives a request pursuant to the Act, the Authority will endeavor (but cannot guarantee) to notify the Offeror of such a request. In order to protect any information submitted within a Proposal, the Offeror must pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the

confidentiality of such information. The Authority generally does not consider pricing information, subcontractor lists, or key personnel, including resumes, as being exempt from disclosure under the Act. In no event shall the Authority or any of its officers, directors, employees, agents, representatives, or consultants be liable to a Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify a Offeror of a request seeking its Proposal. The Authority reserves the right to make an independent decision to disclose records and material.

Notwithstanding the above, all information regarding proposal responses will be held as confidential until such time as the evaluation has been completed; an award has been made by the Board of Directors or Authority Staff, as appropriate; and the contract has been fully negotiated.

P. STATEMENT OF ECONOMIC INTERESTS

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

Q. PROHIBITION

The following restrictions apply to this procurement:

The prime consultant firm, including all subconsultants (at any tier), awarded this contract for the preparation of plans, specifications, and estimates for improvements to the headquarters property for Authority will be ineligible to participate (at any tier) in the contract for program management/construction management (PM/CM) services for improvements to the headquarters property for Authority.

The prime consultant firm, including all subconsultants (at any tier) awarded this contract for the preparation of plans, specifications, and estimates for improvement to the headquarters property for Authority will be ineligible to participate (at any tier) in the construction services for improvements to the headquarters property for the Authority.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

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

2. Letter of Transmittal

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

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

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

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

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

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

c. Work Plan

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

Offeror to:

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

- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

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

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

4. Cost and Price Proposal

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

5. Appendices

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

B. FORMS

1. Campaign Contribution Disclosure Form

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime contractor, subconsultants, lobbyists and agents are required to report all campaign contributions made from the proposal submittal date up to and until the Board of Directors makes a selection.

Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal.

Offeror is required to report any campaign contributions made by the prime contractor, subconsultants, lobbyists and agents after the proposal submittal date, and up to the anticipated Board of Directors selection. The offeror shall use the campaign contribution form for any additional reporting. The forms must be submitted at least 15 calendar days prior to the Board Committee date on and sent via e-mail to the Contract Administrator.

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled “Status of Past and Present Contracts” provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

3. Proposal Exceptions and/or Deviations Form

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

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

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

 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.

2. **Staffing and Project Organization** **40%**

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

3. **Work Plan** **40%**

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

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established March 18, 2025, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the proposal evaluations, the evaluation committee will score the proposals to develop a competitive range. Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Finance and Administration Committee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Finance and Administration Committee will review the evaluation committee's recommendation and forward its recommendation to the Board of Directors for final action.

C. AWARD

The Authority's Board of Directors will consider the selection of the firm(s) recommended by the Board Committee.

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

Offeror acknowledges that the Authority's Board of Directors reserves the right to award this contract in its sole and absolute discretion to any Offeror to this RFP regardless of the evaluation committee's recommendation or recommendation of a Board Committee.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected Offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

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

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

**Preparation of
Plans, Specifications, and Estimates
for Improvements to
Orange County Transportation Authority's Headquarters
Property**

SCOPE OF WORK

A. INTRODUCTION

The Orange County Transportation Authority (OCTA) is proposing to construct a new boardroom/conference room facility, and rehabilitate, modernize and remodel an office tower hereinafter referred to as the Project. The proposed OCTA boardroom/conference room facility is planned to hold all OCTA's public board and committee meetings as well as provide large conference rooms for OCTA's administrative staff. The rehabilitation and modernization may include replacement/upgrade of core mechanical/electrical equipment. The remodel will include demolition of existing office interiors and construction of new office improvements and furnishings.

The Project site is located at 2677 North Main Street (Main Street) at the intersection of Main Street and East Memory Lane in the City of Santa Ana.

OCTA is seeking proposals from architecture and engineering firms to provide architectural and engineering services for the Project. The selected architecture and engineering firm (Consultant) shall have expertise and experience in design of all aspects of similar projects.

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 OCTA 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 OCTA personnel, counsel, and management.

B. BACKGROUND

Project Overview

Currently, OCTA's administrative headquarters is located at 600 South Main Street, Orange and OCTA's boardroom/conference room facility is located at 550 South Main Street, Orange. Within the administrative building OCTA houses its administrative staff, printing and reprographics, a gym with shower facilities, an employee lounge, a mail and supply room, and the OCTA Customer Store, etc. The boardroom/conference room facility is utilized for OCTA's board and committee meetings and includes a closed session room, restrooms, two small kitchen areas, media room, closed session room, restrooms, lobby, audiovisual room, storage spaces, and the facility can be partitioned into large conference rooms.

On October 25, 2024, OCTA purchased the Main Street property. This Project will include the construction of a new boardroom/conference room facility to be located adjacent to the existing office tower in a portion of the surface area parking lot. The existing office tower located at Main Street will eventually house all OCTA administrative staff currently working at the 600 South Main Street location. The Main Street property will also retain some tenants that currently rent space in the office tower. The space to be occupied by OCTA at the Main Street property will be remodeled to fit OCTA's administrative functional needs. No renovations for existing tenants at Main Street

will be included as part of the Project. It is anticipated that OCTA will occupy approximately 165,000 square feet of the office tower.

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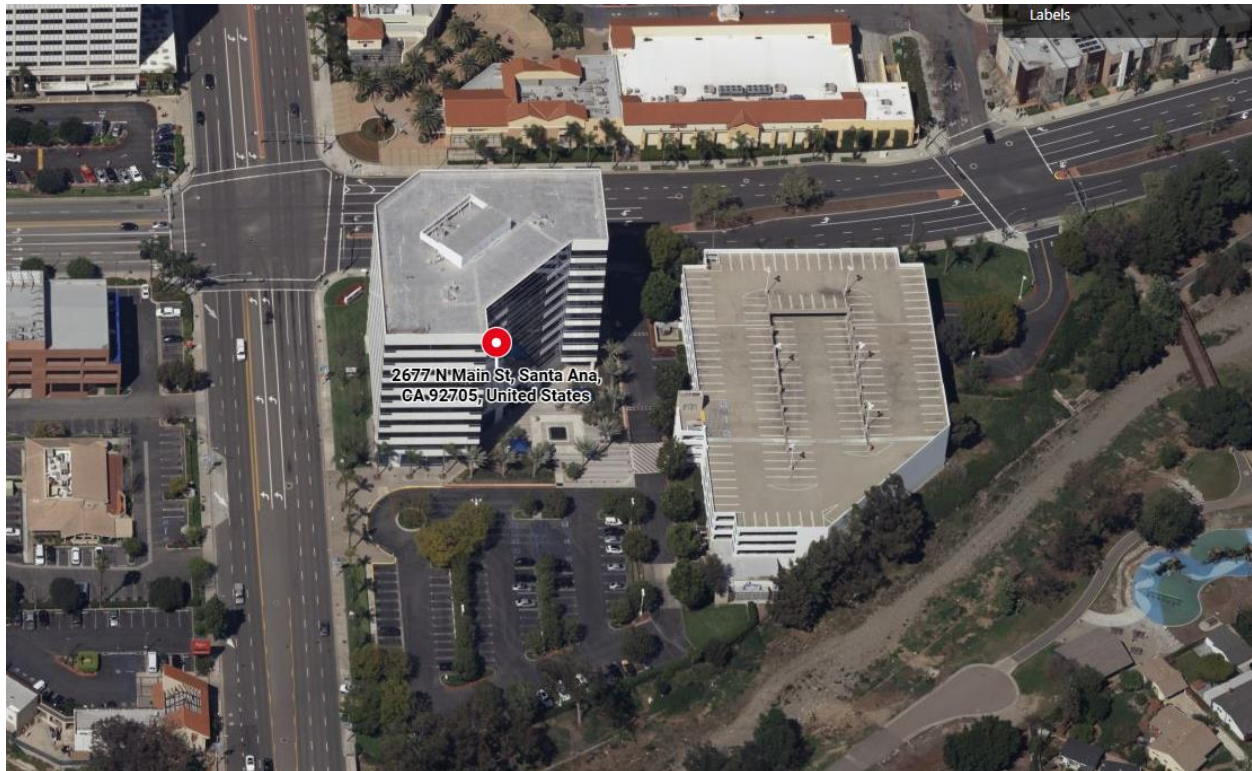


Figure 1 – OCTA HQ and Boardroom/Conference Room Site

The proposed OCTA boardroom/conference room facility is planned to include a dais large enough to seat the 18-member Board of Directors, OCTA's Chief Executive Officer and OCTA's General Counsel, audience seating for 240, lobby, restrooms, kitchenette, media room, audiovisual room, and storage room. The facility should be able to be partitioned into at least two separate conference rooms and have state-of-the-art audio visual, voting, and broadcasting facilities.

The proposed rehabilitation and modernization of the office tower may include replacement/upgrade of core mechanical/electrical equipment. It is anticipated that the office remodel will include demolition of existing office interiors and construction improvements including offices, conference rooms and remodels of bathroom facilities and furnishings.

C. PROJECT FUNDING

Project Funding

The Project will be funded using local transportation funds and will not include Federal or State grant funds.

D. GOVERNING REQUIREMENTS

State and Local Requirements

Work shall conform to the governing standards and current requirements of state and local agencies such as OCTA, City of Santa Ana, and all other agencies having jurisdiction (AHJ) over the Project. Other conformance documents/requirements shall include California Title 24, Building Codes, Fire Protection Codes, Occupational Safety and Health (OSHA) requirements, OCTA Standards for Contract Documents including General Provisions, Special Provisions, and Technical Specifications, and all other applicable codes and regulations.

Reference Materials

Consultant shall utilize and comply with the latest edition of the following documents (note the listing of reference materials below is not all-inclusive):

- OCTA Standards for Contract Documents including General Provisions, Special Provisions, and Technical Specifications.
- California Building Codes.
- Orange County Hydrology Manual.

In case of conflict, ambiguities, discrepancies, errors or omissions among reference materials obtained by the Consultant from other agencies, Consultant shall submit the matter to OCTA for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by Consultant prior to clarification by OCTA shall be at Consultant's risk. Such conflicts, ambiguities, discrepancies, errors or omissions among the references shall not give rise to a claim by Consultant for extra work unless Consultant can demonstrate that it has incurred additional expense as result thereof.

E. DELIVERABLES AND PRINTING REQUIREMENTS

Deliverables will be transmitted in the following formats:

- Meeting Agendas and Materials – PDF (virtual and in-person meetings) and hard copy distributions (in-person meetings only).
- Meeting Minutes – PDF distribution to meeting attendees.
- Memorandums – PDF distribution
- Design Plans shall be prepared using either AutoCAD software version 2024 or newer or Revit software version 2024 or newer. For AutoCAD, the workspace models shall be set up for 22"x34" full size and 11"x17" half size prints (both PDF and hard copies). For Revit, models shall be configured to meet these print size requirements when exporting to PDF or AutoCAD format. Hard copies of design plans, whether directly from AutoCAD or converted from Revit, shall be scalable, printed in black and white on half size 11"x17" and/or full size 22"x34" bond sheets as required in the RFP documents. Each sheet of design plans shall bear a professional seal, certificate number, registration classification, and signature of the professional engineer responsible for the respective design discipline of that sheet. A drawing control list in Excel format shall be included in each plan set submittal. If Revit is used, the native Revit files (.rvt) must also be provided for project reference and further BIM use.
- Specifications shall be prepared on Microsoft Word software. Hard copies of specifications shall be on letter size 8.5"x11", in spiral or comb-bound notebook (s) and in accordance with

OCTA specifications format. The title sheet of specifications shall bear a professional seal, certificate number, registration classification, and signature of the professional engineer responsible for the overall design of Project.

- Cost estimates shall be on letter size 8.5"x11", on spiral or comb-bound notebook(s). The title sheet of cost estimates shall bear a professional seal, certificate number, registration classification, and signature of the professional engineer responsible to the overall design of Project.
- Calculations shall be on letter size 8.5"x11" in spiral or comb-bound notebook(s). The title sheet of calculations shall bear a professional seal, certificate number, registration classification, and signature of the professional engineer responsible to the overall design of Project.
- Reports and other documents shall be prepared on Microsoft Word software. Hard copies of reports and documents shall be on letter size 8.5"x11", in spiral or comb-bound notebook (s). The title sheet of reports and documents shall bear a professional seal, certificate number, registration classification, and signature of the professional engineer responsible to the overall design of Project.
- At 100% design phase and closeout phase of the Project, all native electronic files of design documents shall be submitted as part of the submittal packages.
- All electronic version of submittal documents (PDF and native files) shall be submitted by transmittals of USB thumb drives as specifically required in this SOW and shared with OCTA via an OCTA designated online repository, currently Microsoft Office 365 OneDrive.

F. SCOPE OF WORK TASKS

TASK 1 - PROJECT MANAGEMENT

1.1. Administration

Consultant shall provide overall project administration of the contract such as work assignments, sub-consultant coordination, invoices, and monthly progress reports. The Consultant shall provide directions and overall supervision to the design team, including its staff and subconsultants. The Consultant shall provide a Project Manager and design staff and shall oversee the allocation and delegation of all authorized Project work.

Consultant shall prepare and submit monthly progress reports as required in Section 1.5 of this Scope of Work.

Consultant shall prepare and submit all safety documents as required in the OCTA Agreement within seven (7) calendar days from Notice to Proceed, regardless of timeframe set forth elsewhere on Contract Documents.

1.2. Project Management Plan

Consultant shall prepare and submit to OCTA a draft detailed Project Management Plan (PMP) within thirty (30) calendar days from Notice to Proceed (NTP) for review and comments. Consultant shall address OCTA comments on draft PMP and submit the final PMP within two (2) weeks upon receipt of comments.

PMP shall include all other documents as required in this Scope of Work.

Consultant shall be responsible for complying and maintaining PMP for the purposes of documenting design policies, procedure, and responsibilities throughout the life of the design Agreement.

Deliverables:

- Draft PMP – PDF distribution and three (3) hard copies.
- Final PMP – PDF distribution and three (3) hard copies.

1.3. Quality Management

As part of the PMP, Consultant shall prepare and submit to OCTA for review and comments a Quality Management Plan (QMP) for the Project within fifteen (15) calendar days of NTP. Consultant shall allow a minimum of one (1) week for OCTA review process. Consultant shall address the comments and submit to OCTA for acceptance the revised QMP within seven (7) calendar days from receipt of OCTA comments. Accepted QMP shall be included in the PMP.

The QMP shall provide comprehensive quality control (QC) processes and procedures that outline the checking procedures to be performed on preparation of reports, calculations, drawings, specifications, cost estimates, reviews and management systems, and quality assurance (QA) for internal (including any subconsultants) surveillances and audits, to maintain product quality, schedule, and budget adherence.

At a minimum, QMP shall demonstrate the following quality control measures:

1. Prior to each submittal, Consultant shall perform a quality assurance review of Project plans, specifications, cost estimates, reports, and other documents.
2. Consultant shall coordinate between various engineering disciplines to ensure a complete and coordinated design.
3. Plans shall be *independently* cross-checked and corrected within disciplines and inter-disciplines. Calculations shall be independently checked.
4. An organizational chart (o-chart) shall be included in the Consultant's QMP plan to clearly identify personnel working on Project. O-chart shall include name, title, company, and role of each person on Project.
5. The design document checkers shall have more experience with higher credentials than the design document originators in the disciplines she/he is checking.
6. Submittals shall be checked and verified to conform to deliverables and printing requirements on Section E of this Scope of Work
7. QMP shall include response-to-comments matrices forms/templates.
8. QMP shall include quality assurance certification statement form certifying that the report documents in the submittal (plans, specifications, reports, etc....) have been reviewed by Consultant in accordance with the QMP and have been found to meet quality objectives set forth herein. Deliverables received by OCTA without Consultant quality assurance certification will be returned to Consultant without review by the Authority.

Consultant shall expect that City, AHJ, and the third parties affected by the Project construction may request to review deliverables submitted by Consultant during the Project. However, in no way will review by these parties relieve Consultant's responsibility to maintain quality control and quality assurance and to meet all applicable federal/state/local agencies' standards, procedures, and requirements.

Consultant shall implement and maintain its accepted QMP during the life of the Project and shall provide ongoing quality control documentation, including Quality Audit Reports and copies of Quality Check review prints with every submittal to confirm compliance with the approved QMP and be prepared for review and audit by OCTA, the City, and/or AHJ.

All deliverables shall be subject to a quality control review utilizing the approved QMP processes and procedures before they are submitted to OCTA, the City, and AHJ for review comments.

Consultant shall expect one four-hour quality audit meeting for each submittal with OCTA. It is assumed that all submittals will include an audit. Consultant shall include an audit report in submittal package that is audited.

Deliverables:

- Draft QMP - PDF distribution and three (3) hard copies.
- Final QMP - PDF distribution and three (3) hard copies.
- QA documents for each submittal - PDF distribution and three (3) hard copies.
- QA audit reports - PDF distribution and three (3) hard copies.

1.4. Project Schedule/Project Control

The scheduling requirements for the Project are to be considered and documented for the design periods plus bid phase, construction phase supports, and project closeout/as-builts periods. Consultant shall deliver final design plans, specifications, and cost estimates and all other design deliverables as required in the RFP documents within twelve (12) months of the Notice to Proceed.

The Consultant shall be responsible for preparing their own draft overall Project schedule, reflecting an overall performance timeline for all work required in RFP documents and include the schedule with their proposal.

Seven (7) calendar days after NTP, Consultant shall submit to OCTA the Project Master Schedule (PMS) for the Project based on draft schedule in Consultant's proposal. The PMS shall be prepared in Microsoft Project using Critical Path Method, reflecting overall performance timeline as stated in the RFP documents. At minimum, the schedule shall be consistent with the tasks that have been laid out in this scope of work. Inclusions of additional critical path items are to be added as necessary. The PMS will reflect the various levels of reviews for the submittals. The PMS shall include:

- Project milestones and delivery of Project Deliverables.
- Reviews of Project design documents/deliverables by Authority and AHJ.
- Work items of agencies and other third parties that may affect or be affected by the Consultant's activities.

The PMS shall be prepared to include the data for the total Project and the critical path shall be identified. The order sequence and interdependence of significant work items shall be reflected on the PMS.

The following list of tasks will be used to develop the Project Master Schedule.

- Task 1 - Project Management
- Task 2 – Agency Coordination
- Task 3 – Architectural and Engineering Design Studies and Reports

- Task 4 – Architectural and Engineering Design PS&E Package
- Task 5 – Construction Bid Phase Support
- Task 6 – Construction Monitoring and Support
- Task 7 - Project Closeout / As-Built

Upon approval by OCTA, the PMS will become the approved baseline design schedule and shall be included in the PMP. Consultant shall provide monthly schedule updates as part of monthly progress reports, comparing actual progress against the approved baseline schedule. If at any point Consultant falls more than a month behind the approved baseline design schedule, Consultant shall propose a recovery plan to OCTA for consideration.

Consultant shall also prepare and submit a tentative construction schedule for the purposes of estimating construction durations and activities. Consultant shall submit one Draft Construction Schedule at 90% submittal for OCTA to review and comment. Consultant shall address OCTA's comments, revise and resubmit the Final Construction Schedule as part of 100% submittal.

Deliverables:

- Draft PMS - PDF distribution and three (3) hard copies.
- Final PMS - PDF distribution and three (3) hard copies.
- Draft and Final Construction Schedules - PDF distribution and three (3) hard copies.

1.5. Progress Reports

The Consultant shall provide tracking of the actual progress relative to the PMS and shall ensure that all significant completion dates of the Project are being met.

Consultant shall prepare a monthly progress report and submit it to the Authority's Project Manager no later than the tenth (10th) calendar day of the month following the month being reported. The monthly progress report shall consist of a written narrative and an updated project schedule and shall be based on physical percent complete, such as the number of drawings of deliverables completed or estimated progress toward completion. Progress payment will be based upon percent complete of the major tasks identified.

The narrative portion of the monthly progress report shall describe the overall progress of the work, discuss significant problems, present proposed corrective actions, and show the status of major changes. The monthly progress report shall include updates on key milestone delivery, an updated project schedule, and percent complete detail for each task, particularly those worked during the reporting period.

If the latest completion time for a significant work item does not fall within the time allowed by the original PMS, the sequence of work and/or duration will be revised by Consultant until the resultant schedule indicates that all significant Project completion dates will be met. If during the course of work, Consultant falls behind in overall performance in accordance with the current schedule, a project management meeting will be called to determine the cause. If the cause is found to be due to Consultant's performance, payment to Consultant may be withheld pending the submittal of an action plan outlining the steps which shall be taken to correct the identified delay(s).

The initial PMS referenced in Task 1.4, as agreed to by Authority, will become the Project target. The target schedule shall be displayed on the updated schedule.

Deliverables:

- Monthly progress reports – PDF distribution via email.

- Monthly invoices – submit per requirements in Project agreement and PDF distribution to OCTA Project Manager via email.

1.6. Document Control

Consultant shall analyze the Project document control needs and establish a Document Control System. Consultant's Document Control System shall contain Project document control and security procedures including filing structures. Upon establishment of Document Control System and within twenty-one (21) calendar days of NTP, Consultant shall prepare a draft Document Management Plan (DMP) and submit to OCTA for review and comments. Consultant shall address OCTA's comments on DMP within seven (7) calendar days upon receipt of OCTA's comment and submit final DMP for acceptance. The accepted DMP then shall be included in the PMP.

Consultant shall implement the accepted DMP and perform document control according to the accepted DMP during the life of the Project. Project document control status shall be included in the Consultant's monthly progress reports.

Deliverables:

- Draft DMP - PDF distribution and three (3) hard copies.
- Final DMP - PDF distribution and three (3) hard copies.

1.7. Project Coordination and Meetings

Consultant shall provide directions and overall supervision to the design team, including its staff and subconsultants. Consultant shall designate a Project Manager to oversee the allocation and delegation of all authorized work in accordance with the Project requirements.

A kickoff meeting shall be held soon after issuance of the NTP to review Project objectives and requirements, receive initial information from agencies, establish the communication plan and protocols, and address other issues as necessary to ensure successful Project initiation. Thereafter, Consultant shall actively participate in monthly PDT meetings in conjunction with OCTA, City, and AHJ to discuss progress and identify issues to be resolved.

Consultant shall prepare and distribute electronically to all meeting attendees a meeting agenda a minimum of one (1) business day prior to each meeting. A hard copy of the meeting agenda per each attendee and one sign-in sheet shall be distributed at each meeting. Consultant shall be responsible to prepare all meeting materials, handouts, and presentation as required.

Consultant shall prepare and distribute to all attendees meeting minutes within three (3) working days of the meeting.

Consultant shall participate in the following meetings:

- Weekly Design Status Meetings:

The Consultant shall schedule and conduct Weekly Design Status Meetings. These meetings shall be held at OCTA's administration office or virtually depending on the content of the meeting. Up to three (3) Consultant's staff shall attend each meeting. It is assumed that there will be weekly meetings beginning with NTP until the Project bid phase starts. Each Weekly Meeting is assumed to have a duration of one (1) hour. Weekly Design Meeting is not required in the weeks that Project Development Meetings are conducted.

- Project Development Team (PDT) meetings:

Consultant shall schedule and conduct a monthly PDT meeting throughout the entire life of the Project with OCTA at OCTA's administration offices or virtually depending on the content.

In addition to all documents required for each meeting in general, Consultant shall prepare a monthly progress report and a PowerPoint Presentation to OCTA to provide a project status update, three-month look-ahead work, any design issues, and the proposed solutions. Each meeting is assumed to have a duration of one (1) hour.

o Technical Coordination Meetings:

The Consultant shall schedule and conduct Technical Coordination Meetings as dictated by the Project's needs. These meetings shall be held at OCTA or a local location as required by the meeting's purpose, and shall include OCTA, AHJ staff, and other stakeholders as required. Up to two (2) Consultant staff will attend each Technical Coordination Meeting. Consultant shall assume a total of ten (10) Technical Coordination Meetings during the design period (NTP to the bid document submittals). Each meeting is assumed to have a duration of two (2) hours.

o Agencies Coordination Meetings:

Consultant shall schedule and conduct Agencies Coordination Meetings as dictated by the Project needs. These meetings will include OCTA, AHJ staff and other stakeholders as required. The meetings will discuss policies, procedures, and make decisions affecting the Project design. In addition to all documents required for each meeting in general, Consultant shall prepare a PowerPoint presentation for each meeting to present the items to be discussed. Consultant shall support and attend stakeholder meetings, working and technical groups, including presentations to OCTA Staff and Board, City officials and their staff members, and other Project stakeholders potentially impacted or affected by this Project. OCTA will dictate the type of support and attendance required. Each meeting requires up to three (3) Consultant staff to attend and is assumed to have a duration of two (2) hours.

Deliverables:

- Agendas – PDF distribution via emails, and one (1) hard copy for each meeting attendee.
- Sign-in sheet – One (1) hard copy for any in-person meeting.
- Materials, handouts exhibit roll plots, boards, and presentations for each meeting as required. Distribute PDF files of these materials to meeting attendees via emails.
- Meeting minutes – PDF distribution via email to each meeting attendee.

TASK 2 - AGENCY COORDINATION AND PUBLIC OUTREACH

2.1. Agency Coordination

Consultant shall process the application to the City of Santa Ana for environmental and zoning approval of the proposed boardroom/conference facility.

Consultant shall ensure the Project design is in compliance with all procedures and requirements of OCTA, City of Santa Ana, AHJ, and other project stakeholders.

Consultant's design shall comply with all City of Santa Ana requirements.

Consultant shall collect, verify, and map the existing conditions ("As-Built") collected from the various utility owners. The Consultant shall then coordinate the proposed utility relocation needs with utility owners whose utility requires relocation. Consultant's developed utility relocation plans shall be included as part of the Task 4 and shall identify specific utility work, if any, including potholing. All communications with utility owners on design criteria, interpretation of standards, and/or other relocations needs shall be documented and submitted to the owners for written concurrence.

Consultant shall assist OCTA to coordinate, cooperate, and/or consult with AHJ, local, state, and federal agencies, utility companies, and other project stakeholders at various levels and times throughout the Project; including, but not limited to the followings:

- City of Santa Ana
- Orange County Flood Control District (OCFCD)
- County of Orange Environmental Health Department
- Southern California Air Quality Management District (SCAQMD)
- Santa Ana Regional Water Quality Control Board (SARWQCB)
- Southern California Edison
- Southern California Gas Company

2.2. Other Required Coordination

Consultant shall interact with OCTA property insurance carrier for building element/requirements resulting in favorable rating to OCTA from property insurance standpoint.

TASK 3 - ARCHITECTURAL AND ENGINEERING DESIGN STUDIES AND REPORTS

3.1. Review of Existing Conditions and Documentation

Upon issuance of the NTP, the Consultant shall conduct a project site visit followed up with preparation of a draft and final Site Visit Report that will include photos and descriptions detailing existing conditions and site observations. Submit Site Visit Report to OCTA within three (3) working days after the site visit.

Consultant shall review all due diligence documents already completed by OCTA.

Consultant will collect and review existing data and information relevant to Project and project location, including environmental documents and preliminary requirements provided by OCTA. Upon completion of this review but not later than 30 calendar days after the NTP, the Consultant will prepare and submit to the OCTA a request for additional data if needed. Potential sources for existing data include OCTA, City of Santa Ana, and public utilities.

Deliverables:

- Site Visit Report - PDF distribution.

3.2. Design Criteria and Research

Consultant shall research available public records from City of Santa Ana and other AHJ. OCTA will provide available information from due diligence documentation and preliminary design.

Within thirty (30) calendar days from NTP, Consultant shall prepare and submit a framework for the Design Criteria Manual (DCM). The purpose of the DCM framework is to establish design parameters for the Project.

The DCM framework shall include but not limited to the following elements:

- General Overview
- Civil Design (civil, survey, striping/signing, utilities, drainage, sewer, lighting, landscaping and irrigation)
- Building Design (architectural, structural, mechanical, electrical, information system, communication, access control, security, audio/visual.)

- Site Design
- Cost Estimate

Consultant shall schedule and conduct two (2) meetings at OCTA office to obtain comments and feedback on DCM framework. Consultant shall address OCTA comments and document the comment responses into the draft DCM which shall be submitted to OCTA within sixty (60) days from NTP for review. Within seven (7) calendar days upon receipt of OCTA comments on DCM, Consultant shall revise the DCM in response to OCTA comments and submit to OCTA the final DCM.

Consultant shall update DCM as necessary throughout the design effort. Consultant shall discuss possible design variances or exceptions for concurrence from OCTA prior to incorporating into the Project. OCTA will either accept the design variances or exceptions or will request an alternative. With each submittal, prepare a Design Variance Report identifying newly identified design variances or exceptions since prior submittal. Explain the consequences if the design variances or exception is not approved and explain the consequences of accepting the variances or exceptions. OCTA will accept design variances or exceptions or will request an alternative design.

Deliverables:

- Public Records obtained from Consultant's effort - PDF distribution.
- DCM framework - PDF distribution and three (3) hard copies.
- Draft DCM - PDF distribution and three (3) hard copies.
- Final DCM - PDF distribution and three (3) hard copies.
- Design Variance Report (to be submitted with each design submittal package) - PDF distribution and three (3) hard copies.

3.3. Environmental Updates

Consultant shall prepare application and all required exhibits for City's environmental review process for the boardroom/conference room facility.

Deliverables:

- Variance and environmental approvals needed to construct the boardroom/conference room facility.

3.4. Survey and Mapping

Consultant shall perform verification survey as required for the Project.

- *Topographic Surveys* – Consultant shall be responsible for obtaining and verifying the required topographic survey necessary for the Project. Consultant shall prepare topographic mapping and perform design survey in U.S. Customary Units. Existing features shall be shown, including but not limited to roadways, pavement markers/stripping, curbs and gutters, buildings, vegetation, signs, lighting, signals, above ground utilities, manholes, drainage inlets and any other visible features. Consultant shall verify the physical existence of Monumental Control Points and, if necessary re-establish such Control Points. CONSULTANT shall verify survey results and then transmit them in AutoCAD format, along with ASCII point files. Consultant shall survey Geotechnical Boring locations, as necessary, to verify these locations.

- *Survey Control* – The Consultant will base this survey on the Orange County version of the NAD-83 horizontal datum and the NAVD-88 vertical datum. The Consultant will use precise GPS measurements and analyze the results in order to determine the correct horizontal datum epoch to reference. In addition, measurements will be made to the local agencies benchmark system in order to provide a relationship to the local municipal datum.
- *Project Limits Survey* – The Consultant will research public records for maps and other field notes for work area/limits of the Project. This will include a field survey and office analysis of available evidence and records in order to determine the project limits and property lines.
- *Supplement Field Survey* – Consultant will collect additional supplemental field data as follows:
 - Any readily visible evidence of other existing utility features or mark-out such as fiber optic lines and miscellaneous items of significance within the area of work.

Consultant shall be responsible to perform and provide data for all surveying and mapping required for the Project. All survey and mapping results and data native files shall be submitted to OCTA before start of design phases and within three (3) months from NTP.

Deliverables:

- Survey results in AutoCAD format and ASCII point files - PDF distribution.
- All surveying and mapping data native files
- Maps of project limits, utilities, minimum temporary horizontal clearance from railway to the Project - PDF distribution and three (3) hard copies.

3.5. Geotechnical Report

Consultant shall be solely responsible for obtaining geotechnical and hazardous material data for the site required for design of Project.

Within thirty (30) calendar days from NTP, Consultant shall develop a geotechnical sampling and analysis plan to obtain information required for design and construction of Project. Site specific infiltration testing and report shall be included in geotechnical sampling and analysis plan. Results of infiltration testing shall be included in Geotechnical Report and will be inputs to Water Quality Management Plan required in this Scope of Work.

Upon OCTA's acceptance of Consultant's geotechnical sampling and analysis plan, Consultant shall conduct sampling and testing program for Project and prepare Project Geotechnical Report. Consultant shall obtain all necessary right of entry permits and the site-specific safety work plan reviewed by OCTA prior to conducting sampling and testing.

Geotechnical report shall consist of readily available geotechnical and geologic information, the existing pavement section thicknesses, subsurface soil conditions at the project site, and results of infiltration tests, and provide geotechnical recommendations, necessary mitigation measures for Project feasibility and cost estimating. Consultant shall also conduct a geologic reconnaissance to observe potential geotechnical and geologic issues that could arise during design and construction.

Consultant shall submit a draft Geotechnical Report to OCTA within two (2) months from NTP for review. Consultant shall address OCTA's comments and submit final Geotechnical Report to OCTA for acceptance within fifteen (15) calendar days of receipt of OCTA's comments.

Deliverables:

- Summary Review Report - PDF distribution and three (3) hard copies.
- Geotechnical Sampling and Analysis Plan - PDF distribution and three (3) hard copies.
- Draft Geotechnical Report - PDF distribution and three (3) hard copies.
- Final Geotechnical Report - PDF distribution and three (3) hard copies.

3.6. Drainage Evaluation and Water Quality Management Plan

3.6.1. Drainage Evaluation:

Consultant shall obtain and review the available drainage information. The Consultant shall evaluate the existing drainage system, determine impacts of the Project to downstream systems, and provide necessary mitigations.

Consultant shall submit a draft drainage report to OCTA for review and comments within two (2) months from NTP. Consultant shall address OCTA's comments in the final drainage report and submit it to OCTA for acceptance within fifteen (15) days upon receipt of OCTA's comments on the draft report.

Consultant shall prepare and submit drainage report and hydrology map to City of Santa Ana as required by the City.

Deliverables:

- Draft Drainage Report - PDF distribution and three (3) hard copies.
- Final Drainage Report - PDF distribution and three (3) hard copies.

3.6.2. Water Quality Management Plan – Construction and Permanent Development

Consultant shall prepare and submit a draft Storm Water Pollution Prevention Plan (SWPPP) to OCTA for review and acceptance within six (6) months from NTP. SWPPP shall be prepared by a Qualified SWPPP Developer (QSD). Upon acceptance, the Draft SWPPP shall be part of Construction Water Quality Management Plan (WQMP) required in this Scope of Work. Construction Contractor will be responsible to develop Final SWPPP based on Consultant's accepted draft SWPPP. Consultant's QSD shall review Contractor's Final SWPPP submittal for compliance.

Construction WQMP shall be prepared and submitted to OCTA with the 60% design submittal package for construction of Project in accordance with City of Santa Ana's requirements. The CWQMP shall include proposed drainage basin, pollutants of concerns, etc.... and solutions to implement water quality best management practices (BMPs) during construction.

Consultant shall coordinate, prepare, and upload SWPPP Permit Registration Documents (PRD) to California Water Resource Control Board (Water Board) Stormwater Multiple Application and Report Tracking System (SMARTS).

A Qualified SWPPP Practitioner (QSP) shall be retained to monitor SWPPP for the Project during construction. The QSP shall perform monthly site inspections and provide reports within three (3) days after each inspection. The QSP shall review Contractor's after-event, pre-rain, and post-rain inspections and reports, and Contractor's other reports for compliance with the accepted final SWPPP and California Water Board requirements. The QSP shall also conduct annual inspections and prepare annual reports, including all back

up inspection reports/documentation, upload the annual reports and all related inspection reports/documentation to SMARTS.

Consultant shall prepare and submit a permanent Water Quality Management Plan (WQMP) for the Project in accordance with City of Santa Ana and Water Board requirements. WQMP shall include permanent facilities for drainage basins, pollutants of concerns, etc...and solutions to implement permanent BMPs consistent with City of Santa Ana requirements before the construction closeout phase.

Deliverables:

- Draft SWPPP - PDF distribution and three (3) hard copies.
- Construction WQMP - PDF distribution and three (3) hard copies.
- Permanent WQMP – PDF distribution and three (3) hard copies.

TASK 4 - ARCHITECTURAL AND ENGINEERING DESIGN PLANS, SPECIFICATIONS, AND COST ESTIMATES (PS&E)

All environmental documents and mitigation monitoring reporting program (MMRP) shall be incorporated into the PS&E documents.

Consultant shall be responsible for developing and submitting a complete PS&E package ready for the construction bidding process. PS&E package shall include all documentation required to construct the Project in compliance with all requirements from OCTA, City of Santa Ana, and AHJ's. Below are minimum basic requirements for the PS&E package.

4.1. Demolition

Consultant shall develop and include in its PS&E package Project demolition plans in compliance with all requirements of City of Santa Ana and AHJ.

All debris shall be removed from the site and legally disposed offsite in accordance with Project Final Soil Management Plan.

4.2. Earthwork

Earthwork shall be performed in compliance with the approved Final Environmental Documents, City of Santa Ana and State requirements.

If required in environmental approvals, Consultant shall retain a qualified archaeologist who meets requirements in the Final Environmental Documents to monitor Project grading activities. The archaeologist shall prepare a report of findings as the results of archaeological monitoring and submit to OCTA for record. Consultant shall assist OCTA to review this report for compliance with the Project Final Environmental Documents and AHJ requirements.

If required in environmental approvals, Consultant shall retain qualified paleontologist who meets requirements in the Final Environmental Documents, to develop a Paleontological Resources Impact Mitigation Program (PRIMP). The paleontologist shall monitor the PRIMP and shall prepare a report of findings as the results of

monitoring program and submit to OCTA for record. Consultant shall assist OCTA to review this report for compliance with the Project Final Environmental Documents and AHJ requirements.

4.3. Site Design

The preliminary proposed site plan, including the boardroom/conference facility, is illustrated in Attachment 1. Consultant shall advance the proposed concept to work out pedestrian and vehicular ingress and egress and parking for the balance of the existing site which will remain in

service. Grading plan shall be included in PS&E documents. Consultant shall coordinate with City of Santa Ana for grading plan requirements and submittals.

4.4. Floor Layout

A preliminary proposed floor layout for improvements in the office tower is illustrated in Attachment 2. Consultant shall work with the General Services department to advance the proposed concept so that each floor's layout (number of employees, cubicles, offices and bullpens, etc.) is based on the requirements of the specific OCTA division working on that floor.

Deliverables:

- Detailed floor plans showing furniture layout, equipment, systems, circulation, and employee seating for each floor occupied by OCTA

4.5. Utility Design

Consultant shall coordinate and work closely with the City of Santa Ana and utility companies to determine the needs of the Project, verify service capacity, bring in new service if required, and to relocate any impacted utility lines. All necessary utility relocations shall be part of Project and shall be included in Consultant's design. Consultant shall perform potholing of existing utilities within and adjacent to Project limits and prepare and distribute utility map to affected utility companies for confirmation and determination of any needs of relocations. If required, Consultant shall conduct a utility relocation feasibility study to evaluate existing systems and optimize relocations. The utility relocation feasibility study report shall include all utility potholing locations and utility conflict matrix.

Consultant shall develop and include in its design package all required utility plans for construction of Project.

4.6. Planting, Landscaping, and Irrigation Design

Consultant shall develop and include in its design package all required planting, landscaping, and irrigation plans for construction of Project.

Consultant shall comply with City of Santa Ana's landscaping requirements including landscape setbacks, trees for parking areas and landscaping for visible walls.

4.7. Building Design

Consultant shall refer to the preliminary design and due diligence documents available. Building design shall comply with all building codes, regulations, and all requirements from City, and AHJ.

The following are some of the key design principles to be followed when developing building plans:

- Review the OCTA provided due diligence reports and make recommendations for improvements that need to be made to address any issues raised.
- Work out details necessary to tie the proposed addition into the existing building envelope and lobby in a functional and aesthetically pleasing way.
- Work with General Services to ensure office interior design improvements meet OCTA requirements.
- Work with Information Systems to ensure OCTA furnished audio/video and broadcast system is incorporated into the design.
- Make recommendations for protective design.
- Incorporate Crime Prevention Through Environmental Design (CPTED) concepts in all design elements (ISO 22341)

4.8. Lighting Design

The following are key lighting design principles to be incorporated at the minimum in the final design:

- Baseline exterior lighting levels are to be above code minimum utilizing shielded, high cut-off lighting minimizing light trespass.
- All lighting shall be LED luminaires and dimmable systems.
- In parking areas Foot Candles (FC) measurement at the ground shall be a security metric level to meet City of Santa Ana requirements, or of 3 to 6 FC's (with dimmable capability), whichever is greater.
- On the exterior of the building, lighting shall be per City of Santa Ana code requirements.
- Walkway FCs at ground shall be per City of Santa Ana code requirements or 6 FC's minimum, whichever is greater.
- Proper lighting at entrances and exit doors shall be per code requirements.

4.9. Information Technology System and Communications Systems

Consultant shall coordinate with OCTA's Information Systems department for IT system requirements.

4.9.1. Initial Assessment and Planning

- Site Survey: Conduct a detailed survey of the building to assess existing IT and AV infrastructure, cabling, equipment, and spaces.
- Requirements Gathering: Collaborate with OCTA stakeholders to determine:
 - Data center and server room needs.
 - Workstation connectivity for all floors.
 - Wireless network coverage and density, including a potential wireless-first or wireless-only strategy.
 - AV and video conferencing requirements.
 - Conference center and boardroom-specific AV needs.
- Feasibility Study: Evaluate the feasibility of leveraging existing infrastructure where possible.

4.9.2. IT Infrastructure Design

- Network Design:
 - Develop a scalable LAN/WAN infrastructure with redundant connectivity and high-speed internet.
 - Include Wi-Fi network design to ensure optimal coverage and performance, considering a wireless-first or wireless-only strategy.
- Cabling and Wiring:
 - Design a structured cabling plan to support data, voice, and video.
 - Specify cable types (e.g., Cat6, fiber optic) and pathways to support current and future needs.
- Server Room/Data Center:
 - Specify main distribution frames (MDFs) and intermediate distribution frames (IDFs) with proper environmental controls.

- Include cooling systems, generator power, and space for racks and power distribution units (PDUs).
- Plan for physical security and environmental monitoring.

Deliverables

- Complete architectural and engineering plans for IT infrastructure.
- Cabling and hardware specifications.

4.10. Audio/Visual (AV) and Broadcast System

The boardroom/conference room facility supports an important mission in supporting meetings of the Board of Directors. Design of the boardroom/conference room AV and broadcast systems will incorporate technology, programming and processes to display and broadcast the meetings of the OCTA Board of Directors. Consultant shall coordinate with OCTA's Information Systems department for IT system requirements to ensure a complete AV and broadcast system is designed for a modern public board meeting and conference room facility.

4.10.1. Conference Center

- Large Event Space:
 - Multi-purpose design with removable walls for smaller conference rooms.
 - Individual speakers and displays for each room, with integration for combined use when walls are open.
 - Front and rear displays for optimal viewing.
 - Exterior digital calendar displays near doors showing room availability.
- Microsoft Teams Rooms Integration:
 - Enable Teams Rooms technology in all conference rooms with wall plates for AV control and cable pathways between the floor, equipment, and AV room.
- Sound and Lighting Optimization:
 - Enhance sound and lighting for streaming and in-room communication.
 - Install acoustic treatments for noise reduction.

4.10.2. Boardroom

- Dais Setup:
 - Seating for 18 board members and 4 staff, with a removable wall separating it from the larger event space.
 - Cameras for live streaming, ensuring optimized placement for sound and lighting.
- Audio-Visual Room:
 - Dedicated AV room with:
 - A clear line of sight to the dais and committee areas.
 - Seating for at least four staff with dual-monitor workstations.
 - Space for AV/network racks and storage for microphones, tripods, and cables.
 - Dedicated 24/7 cooling.
 - Hallway access, with a preferred direct connection to the dais or committee area.

4.10.3. Additional Features

- Closed Session Conference Room:
 - A closed space that will accommodate a small AV rack with cooling, cable pathways to the table, and a front display.

- Private Media Room:
 - Cable pathways to the AV room for efficient media support.
- Digital Agenda Display:
 - Exterior digital agenda display for public visibility.

Deliverables

- Complete architectural and engineering plans for IT infrastructure and AV systems.
- Cabling and hardware specifications.
- Integration designs for the conference center and boardroom.

4.11. Video Surveillance System (VSS)

Consultant shall coordinate with OCTA's Security and Emergency Preparedness department for VSS requirements. Video surveillance should be designed to cover parking lots, at the parking lot entrances and exits, at all building entrances and exits, and viewing all access control locations. Exterior cameras shall be mounted on light poles or parking lot walls where possible. Interior camera's locations inside the building will be selected by OCTA during design phase and at OCTA's discretion. VSS shall have the capability of identifying vehicle license plates and facial recognition, under all levels of environmental conditions, times of day/night, and the range of lighting conditions.

The VSS system shall be monitored by operations and security personnel and video shall be stored for a minimum of one year. The VSS headend equipment shall be located in fire life safety-rated panels, in climate-controlled rooms in the OCTA HQ building with UPS backup capable of maintaining the system operation for 24 hours and building generator backup capable of maintaining the system operation for 120 hours. VSS system shall be operated using OCTA furnished the latest version of Genetec corporate system. All servers, server racks, switches, cabling, and all other appurtenances shall be OCTA-furnished.

4.12. Access Controls

Consultant shall coordinate with OCTA's Security and Emergency Preparedness department for access control requirements. Access control should be designed to be included at parking garage entrances and exits, all building entrances and exits, elevators, and at exterior and selected interior door locations. All access-controlled doors and gates shall have a card reader and electronic lock. The access control system shall be compatible with the existing Genetec system deployed at other OCTA locations. The access control system headend equipment shall be located in fire life safety-rated panels, in climate-controlled rooms in the OCTA HQ building with UPS backup capable of maintaining system operations for 24 hours and building generator backup capable of maintaining the system operation for 120 hours.

4.13. Electrical System

The electrical system shall be designed to allow the Project facility served by Southern California Edison (SCE) public utility with a standby backup electrical power on site (emergency power). During power failures, emergency power shall be available for OCTA HQ to be fully operational and functional for a minimum of 120 hours. The standby diesel generator shall be located on ground level and shall be lockable. Wires and cables for emergency and essential power and circuits shall be run in separate raceways, independent of other electrical loads.

4.14. Renewable Electricity Generating System

Consultant shall design for renewable electricity generating system using solar energy technology. Consultant is responsible for the study of the demand and capacity of the system

versus the project budget. Consultant's design shall comply to City of Santa Ana and other AHJ's guidelines on solar energy system.

4.15. Electrical Vehicle Charging Stations

The Consultant shall collaborate with OCTA General Services to determine if the existing number of vehicle charging stations is adequate or if additional charging stations are needed. If additional stations are needed, they shall be included in the PS&E design package for the modernization of the office tower.

4.16. Fire Protection System

Consultant shall research and advise OCTA on the requirement for fire protection systems in conjunction with the City of Santa Ana, and the AHJ. The fire protection systems shall comply with the City, State, and NFPA standards, as a minimum.

4.17. Project Specifications

Project specifications shall be included in each design package submittal. Specifications shall be developed in Construction Specifications Institute (CSI) format. The specifications shall be complete and ready for construction, including all specifications to support the drawings, identify materials, indicate inspection and testing requirements, and ensure a quality project. Specifications shall be prepared in such a format and manner as to stimulate competition between contractors while following industry standards. The specifications shall be developed in Microsoft Word software.

4.18. Cost Estimates

In each design phase submittal package, Consultant shall prepare and submit to OCTA for review a detailed Project Construction Cost (PCC) estimate with supporting back up details and calculations. Consultants PCC estimate shall be based on reliable sources such as "Means Book", "Blue Book", prevailing wages, current or past contracts for the same project, historical price and cost data, etc...and be escalated to mid-point of construction.

If the PCC at any design phase is in excess of the PCC approved during the Preliminary Design Phase provided by OCTA and Consultant's previous design phase, Consultant may be required to provide alternatives to reduce the PCC. Revisions shall not be considered extra work, and therefore not subject to additional payment. Consultant shall advise OCTA Project Manager of any adjustments in the PCC due to changes in project requirements or general market conditions. Construction labor cost shall be based on prevailing wages with Caltrans standard labor surcharges and mark-ups.

4.19. Furnishings

- Consultant Coordination and Collaboration
 - The Consultant shall collaborate with OCTA General Services, IT staff, and any selected furnishing vendors throughout the design and procurement process.
 - The Consultant is responsible for ensuring the integration of furniture and fixtures (FF&E) into the architectural and engineering design. This includes ensuring the proper placement of furnishings and coordinating their interaction with the building's systems, such as electrical and network connections.
- Furniture, Fixtures, and Equipment (FF&E) Specifications
 - Furnishings Provided by OCTA:
 - The selected Consultant will assist with the procurement of furniture and data contracts. They must ensure that the provided furnishings are seamlessly

integrated into the overall facility design and oversee all FF&E requirements to ensure the facility operates effectively. This includes, but is not limited to:

- Office Furniture: Desks, chairs, filing cabinets, meeting room tables, reception desks, storage solutions, and related furnishings.
 - Breakroom Furniture: Selection and placement of tables, chairs, and other furnishings for break and common areas.
 - Audio Visual and Display Equipment: Placement of televisions, display screens, and furniture required for their mounting.
 - Voice/Data Cabling: Includes any necessary infrastructure, punch-down panels, and compliance with OCTA standards for data systems.
 - The Consultant shall ensure all provided furnishings meet ADA accessibility requirements and adhere to ergonomic standards for comfort and efficiency.
- Ergonomics and Design Considerations
 - Ergonomics:
 - All office furnishings must incorporate ergonomic design principles, such as adjustable desks, ergonomic chairs, and workstations designed for long-term comfort and efficiency.
 - The layout of office furniture should facilitate collaboration and efficiency while ensuring comfort and functionality for all users.
- Layout Coordination and Furniture Selection
 - Layout Coordination: The Consultant shall work with OCTA and vendors to establish the layout and location for all furnishings, including systems furniture (modular office systems), workstations, private offices, and common areas.
 - Furniture Selection:
 - The Consultant shall collaborate with OCTA to finalize the selection of furniture, ensuring that all pieces meet ergonomic and functional requirements based on the space's layout.
 - Basis of Design: MillerKnoll furniture shall be the basis of design unless an equivalent is approved by OCTA. The Consultant is responsible for ensuring that any alternatives meet the same functional, aesthetic, and ergonomic standards.
- Coordination with Other Vendors
 - Integration with OCTA-Procured Items:
 - The Consultant is responsible for ensuring that the design is compatible with the furnishings and IT systems provided by OCTA. This includes ensuring the layout allows for the appropriate placement of any IT, data, or telecommunication equipment.
 - Coordination with Vendors: The consultant shall coordinate with any furniture and data vendors procured by OCTA to ensure that all furnishings and related equipment are fully integrated into the building's design. This includes coordinating the layout to accommodate infrastructure and systems, such as network cabling, power connections, and device placements (e.g., monitors, telephones, printers).
- Punch List and Final Acceptance
 - Punch List: The Consultant shall assist in developing a punch list for the FF&E upon delivery and installation. This list will verify the condition, functionality, and accuracy of all items, addressing any discrepancies or defects before final acceptance.

- Final Acceptance: The Consultant shall ensure that all furnishings are properly installed, functioning, and meet the design standards before final acceptance by OCTA.

Deliverables and FF&E Documentation

The Consultant shall provide the following documentation:

- FF&E Layout Drawings: Complete furniture layout drawings showing the placement of all furnishings and related equipment.
- Product Specifications: Detailed specifications for all furnishings provided by the vendors, including furniture types, manufacturers, model numbers, dimensions, finishes, and any relevant installation requirements.
- Review and Approval: The consultant shall submit all FF&E documentation, including product alternatives, recommendations, and final design boards for each specific workspace (e.g., office types, workstation systems, board/conference rooms, gym, lounge, storage, lobbies, reception spaces, security office, reprographics, marketing rooms, break areas, exterior spaces) to OCTA for review and approval prior to final procurement.

4.20. Design Phases and Design Deliverables

4.19.1. Design Development Phase (60% PS&E)

60% PS&E design package shall include all required Project civil, architectural, structural, mechanical, plumbing, electrical, control, phasing plans and all other required plans, specifications, and PCC estimates as required herein this SOW and by AHJ. All plans and specifications shall be detailed so as to be ready for plan check and construction of Project except the designed features that are undecided/undetermined by OCTA and/or AHJ.

Consultant shall prepare and submit 60% PS&E design package to OCTA for review and comments. Allow OCTA a minimum of two (2) weeks to review. All OCTA's comments shall be addressed in the 90% design submittal package.

At this phase, Consultant shall obtain and provide OCTA all plan check requirements, timeline, and plan check fees from City of Santa Ana, DSA, and AHJ.

Deliverables:

- PDFs of 60% PS&E in two (2) identical USB thumb drives.
- One (1) hard copy of full-size plans and three (3) hard copies of half-size plans.
- Two (2) hard copies of specifications.
- Two (2) hard copies of cost estimates
- One (1) hard copies of calculations.

4.19.2. Construction Document Development Phase (90% PS&E):

At this phase, Consultant shall submit to OCTA for review and comments PS&E package including all Project civil, grading, architectural, structural, mechanical, plumbing, electrical, control, low voltage, phasing plans and all other required plans, Project specifications, and a PCC estimate. PS&E at this phase shall be detailed and ready for City plan check. Allow OCTA a minimum of two (2) weeks for review and comments.

After addressing all OCTA's comments on 90% PS&E, Consultant shall submit the Construction Documents to City of Santa Ana, and other AHJ for plan check review. Consultant is responsible

to obtain plan check approval and paying for all plan check fees to City, and other AHJ. Plan check fees for the original plan check submission and one re-submission will be reimbursed to Consultant at actual cost, excluding any mark-ups and labor costs. All other plan check fees shall be the responsibility of Consultant. Consultant shall submit to OCTA a duplicate copy of Construction Documents submitted to City, DSA, and other AHJ for plan check at the time of submittal.

At the end of this phase, Consultant shall provide video animation and still renderings for the Project features and include them in Consultant's presentation to OCTA.

Deliverables:

- PDFs of 90% PS&E in two (2) identical USB thumb drives.
- One (1) hard copy of full-size plans and three (3) hard copies of half-size plans.
- Two (2) hard copies of specifications.
- Two (2) hard copies of cost estimates
- One (1) hard copies of calculations.
- One (1) USB thumb drive containing duplicate copy of all plan check submittal packages.
- One (1) USB thumb drive containing applicable PDFs and native files of video animation and still renderings.

4.19.3. Final Construction Document Development Phase (100% PS&E Package)

After addressing all OCTA's comments and plan check comments from City and other AHJ, Consultant shall prepare and submit 100% PS&E package. Allow OCTA a minimum of two (2) weeks to review and comment. Within one (1) week upon receipt of OCTA's comments, Consultant shall address all comments and submit the final PS&E package ready for construction bid process.

Consultant shall include in 100% PS&E package an index of drawings developed in Microsoft Word and a list of contractors submittals for equipment, materials, products, shop drawings, and procedures required to be reviewed for conformance with the plans and specifications prior to manufacturing/installation.

At the end of this phase, Consultant shall provide an updated video animation and still renderings for the Project features and include them in Consultant's presentation to OCTA.

Deliverables:

- PDFs and native files of 100% PS&E in two (2) identical USB thumb drives.
- One (1) hard copy of full-size plans and three (3) hard copies of half-size plans.
- Two (2) hard copies of specifications.
- Two (2) hard copies of cost estimates.
- One (1) hard copies of calculations.
- One (1) USB thumb drive containing applicable PDFs and native files of video animation and still renderings.

TASK 5 - CONSTRUCTION BID PHASE SUPPORT

- 5.1. After OCTA's acceptance of Final Design Documents (100%), Consultant shall assist OCTA to prepare bid documents (Plans and Specifications). The bid documents shall be the accepted Final Design Documents and conformed to OCTA bid document formats (adding contract number to specifications and plan cover sheet). OCTA anticipates bidding the construction of the boardroom/conference facility and the proposed rehabilitation and modernization of the office tower separately.
- 5.2. Consultant shall assist OCTA in reviewing bids submitted by the dates and times specified in the construction bid documents.
- 5.3. OCTA shall provide all procurement documents and handle the procurement for each General Contractor. OCTA shall provide bidding forms, the general provisions of the contract, and the Agreement between OCTA and the General Contractors.
- 5.4. Consultant shall attend the project pre-bid meetings including job walks, analyze and furnish responses to OCTA in answering bidders' questions regarding the plans and specifications during the Bidding Phases, and review and evaluate requests for approved equals to the bid documents.
- 5.5. Consultant shall revise the originals of all construction drawings and specifications, to include changes incorporated in all addenda issued during the Bid Phases prior to the award of the construction contracts.
- 5.6. Within one (1) week from award of contract to each General Contractor, Consultant shall prepare and submit conformed construction documents (plans and specifications) which incorporate all changes/addenda made on the original bid documents.

Deliverables:

- PDFs of addendum plans and specifications.
- PDFs and three (3) half size hard copies of conformed PS&E.
- PDFs of all other Resident Engineer Files

TASK 6 - CONSTRUCTION MONITORING AND SUPPORT

- 6.1. Construction Monitoring Phase shall commence with the award of the Construction Contracts and shall terminate when the Notice of Completion is filed with the County Recorder, As-built documents are completed, and office tower renovations are completed.
- 6.2. The General Contractors shall be responsible for obtaining all construction permits from City and AHJ. Consultant shall immediately, at their own expense, complete all necessary changes in the plans or specifications, as required by City, and AHJ, for General Contractor to obtain the required permits.
- 6.3. Consultant shall attend the project pre-construction meetings and make periodic site visits, at a minimum of once a month, to familiarize themselves with the progress and quality of the construction work and to determine if the construction work is proceeding in accordance with the contract documents. Consultant shall inform OCTA Project Manager of any potential defects and deficiencies in the work of the General Contractors. Consultant shall perform field structural observations when it deems necessary and as required to comply with AHJ requirements. Consultant shall prepare field structural observation report meeting City, DSA, and AHJ requirements and submit to OCTA within three (3) workdays after the observations.

- 6.4. Consultant shall recommend to OCTA Project Manager, the rejection of any work, performed by the General Contractors, which does not conform to the contract documents. Consultant shall recommend to OCTA Project Manager, special inspection or testing of any work in accordance with the provisions of the construction documents whether such work be fabricated, installed, or completed.
- 6.5. Consultant shall review and approve all shop drawings, samples, and other submissions of the General Contractors as required by the construction documents, for conformance with the design concept of Project. Consultant's reviewers shall be licensed architects or engineers in the discipline they are reviewing. Prior to start of construction, Consultant shall return reviewed submittals within one (1) week for the initial submittal and within three (3) workdays for the resubmittal with review resolution either "Rejected, Resubmit", "Revise or Resubmit" or "No Exception Taken", as applicable. Review resolutions as "Conforms with Corrections as Noted", "Approved as Noted", or likewise are not acceptable. During construction, Consultant shall complete review and return reviewed submittal within 72 hours of receipt and shall complete review and return review resubmittal within 48 hours of receipt.
- 6.6. Consultant shall respond to General Contractor's Requests for Information (RFI) promptly but not more than three (3) working days upon receipt of an RFI.
- 6.7. Consultant shall assist OCTA Project Manager in preparing Change Orders and shall prepare sketches and/or revise contract drawings and specifications and prepare cost estimates related thereto. Consultant shall also obtain timely plan check approval from City, and AHJ for permit plan changes.
- 6.8. Consultant shall conduct inspections of the project site to determine dates of substantial completion and completion. Consultant shall review written guarantees and related documents assembled by the General Contractors and shall recommend to OCTA Project Manager the issuance of the final certificate for payment.

TASK 7 - PROJECT CLOSEOUT / AS-BUILTS

- 7.1. Consultant shall assist OCTA to review all Contractors project closeout documents at the end of construction phase.
- 7.2. Consultant shall be responsible for the preparation of the As-built drawings based on the information supplied by the General Contractors and based on the information from Consultant's field inspections of the project site after construction is completed. The As-built information shall be assembled and placed on the original drawings by Consultant as the final revision to the drawings.
- 7.3. Consultant shall submit the draft As-built drawings and specifications to OCTA for verification on the completeness. Consultant shall incorporate any changes required by OCTA into the final As-built drawings within one (1) week upon receipts of OCTA's comments on plans and specifications.
- 7.4. As-built drawing files in AutoCAD, version 2018 or newer, DWG format with all X-ref files fully loaded, include all applicable plot files.

Deliverables:

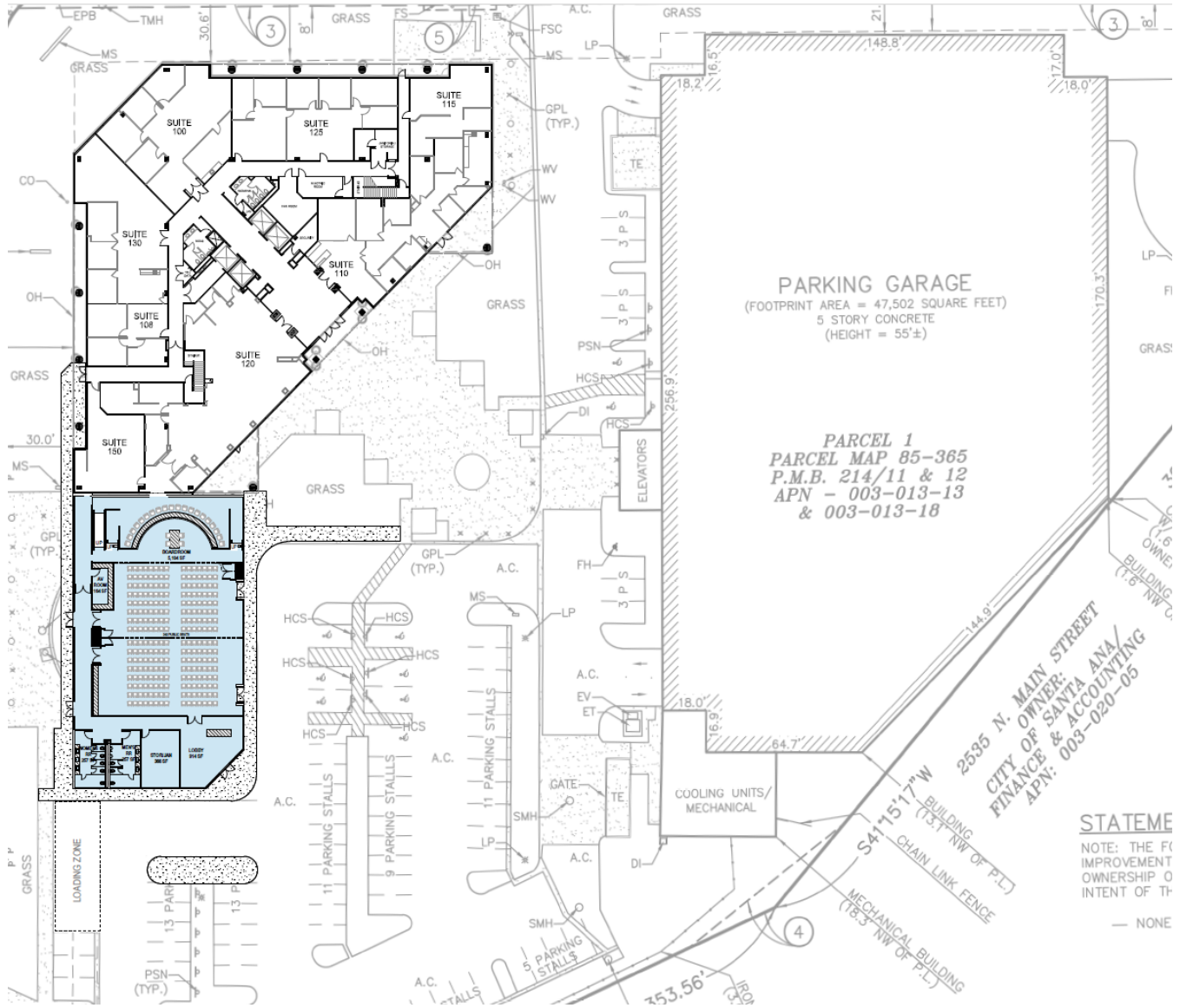
- PDF files and two (2) half-size hard copies of draft as-built drawings.
- PDF files, one (1) full-size hard copy, and two (2) half-size hard copies of final as-built drawings.
- One (1) set of full-size Mylar of final as-built drawings.

- PDFs files and one (1) hard copy of draft as-built specifications.
- PDFs files and two (2) hard copies of final as-built specifications.
- PDFs files and two (2) hard copies of design calculations.
- All native files of as-built drawings and specifications.

END OF SCOPE OF WORK

ATTACHMENT 1 – PRELIMINARY SITE PLAN

RFP 4-2654
EXHIBIT A



ATTACHMENT 2 – PRELIMINARY FLOOR LAYOUT

**RFP 4-2654
EXHIBIT A**



PROGRAM SUMMARY

63% WORKSTATIONS/BULLPENS TO 37% PRIVATE OFFICES

- **PRIVATE OFFICES**
OFFICES - 36
- **WORKSTATIONS**
WORKSTATIONS - 56 (Bx8)
BULLPENS - 4
- **MEETING SPACES**
MEDIUM CONFERENCE - 2
SMALL CONFERENCE - 4
PHONE - 5
- **AMENITY SPACES**
HYDRATION - 2
MOTHER'S ROOM - 1
- **SUPPORT SPACES**
COPY - 2
STORAGE - 2
- **BUILDING CORE/CIRCULATION**

Preliminary Test Fit as presented is based on information known at time of issuance in order to secure RCM (Rough Order of Magnitude) pricing. Design, layout of the building, scope of work, and subsequent pricing are all subject to revision based on new information, the authorities having jurisdiction over the project site, and/or client direction.

EXHIBIT B: PROPOSED AGREEMENT

1 **PROPOSED AGREEMENT NO. C- 4-2654**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5
6 **THIS AGREEMENT** is effective this ____ day of _____, 20__ ("Effective
7 Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box
8 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred
9 to as "AUTHORITY"), and , , , (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to provide Plans,
12 Specifications, and Estimated for Improvements to the Orange County Transportation Authority's
13 Headquarters Property; and

14 **WHEREAS**, said work cannot be performed by the regular employees of AUTHORITY; and

15 **WHEREAS**, CONSULTANT has represented that it has the requisite personnel and experience,
16 and is capable of performing such services; and

17 **WHEREAS**, CONSULTANT wishes to perform these services.

18 **WHEREAS**, the AUTHORITY's Board of Directors authorized this Agreement on ____:

19 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CONSULTANT
20 as follows:

21 **ARTICLE 1. COMPLETE AGREEMENT**

22 A. This Agreement, including all exhibits and documents incorporated herein and made
23 applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of
24 this Agreement between AUTHORITY and CONSULTANT and it supersedes all prior representations,
25 understandings and communications. The invalidity in whole or in part of any term or condition of this
26 Agreement shall not affect the validity of other terms or conditions.

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

8 **ARTICLE 2. AUTHORITY DESIGNEE**

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

11 **ARTICLE 3. SCOPE OF WORK**

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

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

18 **Names** **Functions**

19
20
21
22
23 C. No person named in paragraph B of this Article, or his/her successor approved by
24 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or
25 level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should
26 the services of any key person become no longer available to CONSULTANT, the resume and

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

6 **ARTICLE 4. TERM OF AGREEMENT**

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

10 **ARTICLE 5. PAYMENT**

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

14 B. The following schedule shall establish the firm fixed payment to CONSULTANT by
 15 AUTHORITY for each work task set forth in the Scope of Work. The schedule shall not include any
 16 CONSULTANT expenses not approved by AUTHORITY, including, but not limited to reimbursement for
 17 local meals.

18 The following schedule shall establish the firm fixed payment to CONSULTANT by
 19 AUTHORITY for each tasks set forth in the Scope of Work.

<u>Task</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Project Management	
2	Agency Coordination and Public Outreach	
3	Architectural and Engineering Design Studies and Reports	
4	Architectural and Engineering Design Plans, Specifications and Cost Estimates (PS&E)	
5	Construction Bid Phase Support	

6	Construction Monitoring and Support	
7	Project Closeout / As-Builts	
TOTAL FIRM FIXED PRICE (LUMP SUM) PAYMENT		

C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Percentage of work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment for any task listed in paragraph B of this Article until such time as CONSULTANT has documented to AUTHORITY’s satisfaction, that CONSULTANT has fully completed all work required under the task. AUTHORITY’s payment in full for any task completed shall not constitute AUTHORITY’s final acceptance of CONSULTANT’s work under such task; final acceptance shall occur only when AUTHORITY’s release of the retention described in paragraph D.

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

E. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in duplicate to AUTHORITY’s Accounts Payable office. CONSULTANT may also submit invoices

1 electronically to AUTHORITY’s Accounts Payable Department at vendorinvoices@octa.net. Each invoice
2 shall be accompanied by the monthly progress report specified in paragraph C of this Article.
3 AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each
4 invoice. Each invoice shall include the following information:

- 5 1. Agreement No. C- 4-2654;
- 6 2. Specify the task number for which payment is being requested;
- 7 3. The time period covered by the invoice;
- 8 4. Total monthly invoice (including project-to-date cumulative invoice amount); and
- 9 retention;
- 10 5. Monthly Progress Report;
- 11 6. Certification signed by the CONSULTANT or his/her designated alternate that a)

12 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
13 information included with the invoice is true, complete and correct in all material respects; c) All payments
14 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
15 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
16 invoice does not include any amount which CONSULTANT intends to withhold or retain from a
17 subcontractor or supplier unless so identified on the invoice.

- 18 7. Any other information as agreed or requested by AUTHORITY to substantiate the
- 19 validity of an invoice.

20 **ARTICLE 6. MAXIMUM OBLIGATION**

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

26 /

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: Marjorie Morris-Threats

Title:

Title: Principal Contract Administrator

Phone:

Phone: (714) 560 - 5552

Email:

Email: mthreats@octa.net

Copy: Sean Murdock

Title: Director, Finance & Administration

Phone: (714) 560-5685

Email: smurdock@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

1 reports and obligations respecting them, such as social security, income tax withholding, unemployment
2 compensation, workers' compensation and similar matters.

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

7 **ARTICLE 9. INSURANCE**

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

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

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

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

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

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

24 B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy
25 blanket additional insured endorsement, designating AUTHORITY, its officers, directors and employees
26 as additional insureds on general liability and automobile liability, as required by Agreement. Proof of

1 insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective
2 date of the Agreement and prior to commencement of any work. Such insurance shall be primary and
3 non-contributive to any insurance or self-insurance maintained by AUTHORITY. Furthermore,
4 AUTHORITY reserves the right to request certified copies or review all related insurance policies, in
5 response to a related loss.

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

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

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

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

- 17 1. The Agreement Number C-4-2654 and, the Contract Administrator's Name Marjorie
18 Morris-Threats,
- 19 2. For Certificate Holder: The Orange County Transportation Authority, its officers,
20 directors, employers and agents, c/o InsureTrack, P.O. Box 60840 Las Vegas, NV 89160.

21 **ARTICLE 10. ORDER OF PRECEDENCE**

22 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
23 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 4-2654; (3)
24 CONSULTANT's technical proposal dated _____, CONSULTANT's cost proposal dated _____ and
25 final cost proposal dated _____, and _; (4) all other documents, if any, cited herein or incorporated by
26 reference.

1 **ARTICLE 11. CHANGES**

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

10 **ARTICLE 12. DISPUTES**

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

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

22 **ARTICLE 13. TERMINATION**

23 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part,
24 by giving CONSULTANT written notice thereof. Upon said notice, AUTHORITY shall pay CONSULTANT
25 its allowable costs incurred to date of termination and those allowable costs determined by AUTHORITY
26 to be reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further

1 claims against AUTHORITY under this Agreement.

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

12 **ARTICLE 14. INDEMNIFICATION**

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

20 B. To the maximum extent permitted by Civil Code section 2782.8, CONSULTANT shall indemnify
21 and hold harmless OCTA, its officers, directors, employees and agents ("Indemnitees") from and against
22 all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert
23 fees and all other costs and fees of litigation) of every nature arising out of or in connection with any and
24 all claims of whatever nature arising out of CONSULTANT'S performance of the work under this
25 Agreement.

26 \

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 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.

Subcontractor Name/Addresses

Subcontractor Amounts

\$.00

\$.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

/

1 **ARTICLE 17. CONFLICT OF INTEREST**

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

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

15 **ARTICLE 18. CODE OF CONDUCT**

16 CONSULTANT agrees to comply with AUTHORITY’s Code of Conduct as it relates to Third-
17 Party contracts which is hereby referenced and by this reference is incorporated herein.
18 CONSULTANT agrees to include these requirements in all of its subcontracts.

19 **ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

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

24 **ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS**

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

1 regulations promulgated thereunder.

2 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

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

10 **ARTICLE 22. PROHIBITED INTERESTS**

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

14 **ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

20 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
21 descriptions, and all other written information submitted to CONSULTANT in connection with the
22 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any
23 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected
24 with the performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding
25 such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or is or
26 becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not

1 use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in
2 any professional publication, magazine, trade paper, newspaper, seminar or other medium without the
3 express written consent of AUTHORITY.

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

9 **ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

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

22 B. CONSULTANT shall have sole control of the defense of any such claim or suit and all
23 negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY
24 under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to
25 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at
26 CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim,

1 CONSULTANT, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell
2 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
3 copyright indemnity thereto.

4 **ARTICLE 25. FINISHED AND PRELIMINARY DATA**

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

13 B. It is expressly understood that any title to preliminary technical data is not passed to
14 AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations,
15 software design documents, layouts and comprehensives prepared by CONSULTANT solely for the
16 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given
17 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
18 AUTHORITY if CONSULTANT causes AUTHORITY to exercise Article 13, and a price shall be
19 negotiated for all preliminary data.

20 **ARTICLE 26. CONTRACTOR PURCHASED EQUIPMENT**

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

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

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

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

13 **ARTICLE 27. HEALTH AND SAFETY REQUIREMENT**

14 CONSULTANT shall comply with all the requirements set forth in Exhibit D, Level 1 Safety
15 Specifications.

16 **ARTICLE 28. LIMITATION ON GOVERNMENTAL DECISIONS**

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

25 /

26 /

ARTICLE 29. PROHIBITION

The prime consultant firm, including all subconsultants (at any tier) awarded this contract for the preparation of plans, specifications, and estimates for the improvement to the Orange County Transportation Authority's headquarters property will be ineligible to participate (at any tier) in the contract for program management/construction management services for improvement to the Orange County Transportation Authority's headquarters property.

The prime consultant firm, including all subconsultants (at any tier) awarded this contract for the preparation of plans, specifications, and estimates for improvement to the Orange County Transportation Authority's headquarters property will be ineligible to participate (at any tier) in the construction services for improvements to the Orange County Transportation Authority's headquarters property.

ARTICLE 30. 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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IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C- 4-2654 to be executed as of the date of the last signature below.

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Darrell E. Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By: _____

James M. Donich
General Counsel

APPROVED:

By: _____

Andrew Oftelie
Chief Financial Officer, Finance & Administration

EXHIBIT C: FORMS

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$500 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$500 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$500 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$500 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$500 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

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

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- The Prime Contractor Yes ____ No ____
- Subconsultant Yes ____ No ____
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes ____ No ____

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

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

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Tam Nguyen, Chair

Doug Chaffee, Vice Chair

Valerie Amezcua, Director

Jon Dumitru, Director

Jamey Federico, Director

Katrina Foley, Director

Patrick Harper, Director

Michael Hennessey, Director

Fred Jung, Director

Farrah Khan, Director

Stephanie Klopfenstein, Director

Vicente Sarmiento, Director

John Stephens, Director

Mark Tetteimer, Director

Donald Wagner, Director

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

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

Name

Signature

Title

Date

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

_____ _____

EXHIBIT D: SAFETY SPECIFICATION

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

1.2 REGULATORY

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

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

- B. Substance Abuse Prevention Program
Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- C. Heat Illness Prevention Program
Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- D. Hazard Communication Program
Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.
- E. Storm Water Pollution Prevention Plan
The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
 3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
 4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

1.5 PERSONAL PROTECTIVE EQUIPMENT

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

1.6 REFERENCES

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

END OF SECTION



January 13, 2025

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer

Subject: Approval to Release Request for Proposals for On-Call Architectural and Engineering Design and Construction Support Services for Transit Facility Projects

A handwritten signature in blue ink, appearing to read "Darrell E. Johnson", is positioned in the upper right corner of the page, overlapping the "From:" field.

Overview

The Orange County Transportation Authority has developed a request for proposals to initiate a competitive procurement process to retain firms for on-call architectural and engineering design and construction support services for transit facility projects.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 4-2610 for the selection of firms to provide on-call architectural and engineering design and construction support services for transit facility projects.
- B. Approve the release of Request for Proposals 4-2610 for on-call architectural and engineering design and construction support services for transit facility projects.

Discussion

The Orange County Transportation Authority (OCTA) owns, operates, and maintains five maintenance and operations bus bases, two park-and-ride facilities, and five transportation centers. The facilities are comprised of 56 buildings and structures totaling over 400,000 square feet. The structures are situated on approximately 89 acres of property throughout Orange County.

Architectural and engineering (A&E) design and construction support services for capital improvements, maintenance projects, facility modifications, and other projects as requested by OCTA, will be necessary to maintain OCTA's transit facilities in a state of good repair. Typical facility projects include repair and/or

installation of bus hoists, elevators, heating ventilation and air conditioning systems, parking lot concrete and asphalt pavement and striping, roof replacements, zero-emission bus fueling systems, and facility modifications for compliance with the Americans with Disabilities Act.

The current bench of five on-call consultant agreements was established in 2020, and the agreements are scheduled to expire starting August 31, 2025. The new on-call list of firms will replace the existing bench. Services provided under this new on-call bench of agreements will be requested on an as-needed basis and authorized through the issuance of contract task orders (CTO). Each CTO will include a site-specific statement of work to establish the project duration, document the agreed-upon price, and provide any other information that may be required to perform the services.

Procurement Approach

The OCTA Board of Directors (Board)-approved procurement policies and procedures require that the Board approve all requests for proposals (RFP) over \$1,000,000, as well as approve the evaluation criteria and weightings. Staff is submitting for Board approval the draft RFP and evaluation criteria and weightings, which will be used to evaluate proposals received in response to the RFP.

The contracts resulting from the solicitation will have a three-year initial term and one, two-year option term. Specific work assignments will be awarded as firm-fixed-priced CTOs, which will be awarded on a rotational basis based upon each firm’s final ranking established during the evaluation process.

The recommended evaluation criteria and weightings are as follows:

- Qualifications of the Firm 35 percent
- Staffing and Project Organization 40 percent
- Work Plan 25 percent

In developing the criteria weightings, several factors were considered. The qualifications of the firm is assigned a high level of importance since firms with a variety of design and project experience is advantageous to the project. The greatest importance is assigned to staffing and project organization, as the qualifications of the project manager and task leaders are critical to successful completion of the individual CTO. The firm’s work plan has the lowest weighting and will broadly evaluate the proposed project management approach and processes necessary for effective execution of the CTOs. As this is an A&E

Approval to Release Request for Proposals for On-Call Architectural and Engineering Design and Construction Support Services for Transit Facility Projects **Page 3**

procurement, price is not an evaluation criterion pursuant to state and federal laws.

The RFP will be released upon Board approval of these recommendations.

Fiscal Impact

Funding for this project is included in the OCTA Fiscal Year 2024-25 Budget, Capital Programs Division, Account No. 1722-7629-D3107-2BT, and will be funded through local transportation funds.

Summary

Board of Directors' approval is requested to release Request for Proposals 4-2610 to select firms to provide on-call architectural and engineering design and construction support services for transit facility projects, as well as approval of the proposed evaluation criteria and weightings.

Attachment

- A. Draft Request for Proposals (RFP) 4-2610, On-Call Architectural and Engineering Design and Construction Support Services for Transit Facility Projects

Prepared by:



George Olivo, P.E.
Program Manager, Capital Programs
(714) 560-5872

Approved by:



James G. Beil, P.E.
Executive Director, Capital Programs
(714) 560-5646



Pia Veesapen
Director, Contracts Administration and
Materials Management
(714) 560-5619

DRAFT REQUEST FOR PROPOSALS (RFP) 4-2610

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



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

Key RFP Dates

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

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January 13, 2025

NOTICE OF REQUEST FOR PROPOSALS

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

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

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

Prohibition

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

Please note that by submitting a Proposal, Offeror certifies that it is not subject to any Ukraine/Russia-related economic sanctions imposed by the State of California or the United States Government including, but not limited to, Presidential Executive Order Nos. 13660, 13661, 13662, 13685, and 14065. Any individual or entity that is the subject of any Ukraine/Russia-related economic sanction is not eligible to submit a Proposal. In submitting a Proposal, all Offerors agree to comply with all economic sanctions imposed by the State or U.S. Government.

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on February 12, 2025**. The link has an upload file size limit of **80MB**. Authority will not accept hard copy proposals for this RFP.

Offerors are instructed to click the upload link, select “**RFP 4-2610**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

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

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

To receive all further information regarding this RFP 4-2610, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor’s on-line registration profile:

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

An on-site/in person pre-proposal conference will be held on January 21, 2025, at 9:00 a.m. at the Authority’s Administrative Office, 550 South Main Street, Orange, California 92868, in Conference Room 07. All prospective Offerors are encouraged to attend the pre-proposal conference.

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

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

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

The Authority has established March 24, 2025, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on January 21, 2025, at 9:00 a.m. at the Authority's Administrative Office, 550 South Main Street, Orange, California 92868, in Conference Room 07.

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

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- Phone conference ID: 772 762 582#

A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. 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:

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

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

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on January 24, 2025.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.

c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:

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

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than January 30, 2025. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

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

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

Inquiries received after 5:00 p.m. on January 24, 2025, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on February 12, 2025**. The link has an upload file size limit of **80MB**. Authority will not accept hard copy proposals for this RFP.

Offerors are instructed to click the upload link, select “**RFP 4-2610**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

2. Acceptance of Proposals

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

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

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

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

L. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et seq. The offeror to whom a contract for the work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at the Authority's principal office at 600 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

M. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

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

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

N. CODE OF CONDUCT

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

O. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

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

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

Proposal. The Authority reserves the right to make an independent decision to disclose records and material.

Notwithstanding the above, all information regarding proposal responses will be held as confidential until such time as the evaluation has been completed; an award has been made by the Board of Directors or Authority Staff, as appropriate; and the contract has been fully negotiated.

P. STATEMENT OF ECONOMIC INTERESTS

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

Q. PROHIBITION

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

SECTION II: PROPOSAL CONTENT

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

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

3. Technical Proposal

- a. Qualifications, Related Experience and References of Offeror

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

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

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

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

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the CTO's objectives and overall schedule.
- (2) Describe the process for responding to assigned CTO requests for proposals. Include a workflow chart detailing the process from receipt of CTO RFP, to submittal of the technical and cost proposal. Specify who will perform each process activity.
- (3) Outline sequentially the activities that would be undertaken in completing the design and construction support services for assigned CTO's and specify who would perform them.

- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (5) Identify policies and procedures that Offeror will use to ensure safety requirements are met.
- (6) Identify any special issues or problems that are likely to be encountered for this work and how the Offeror would propose to address them.
- (7) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

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

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

4. Cost and Price Proposal

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

5. Appendices

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

B. FORMS

1. Campaign Contribution Disclosure Form

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime contractor, subconsultants, lobbyists and agents are required to report all campaign contributions made from the proposal submittal date up to and until the Board of Directors makes a selection.

Offeror is required to report any campaign contributions made by the prime contractor, subconsultants, lobbyists and agents after the proposal submittal date, and up to the anticipated Board of Directors selection. The offeror shall use the campaign contribution form for any additional reporting. The forms must be submitted at least 15 calendar days prior to the Transit Committee on June 12, 2025 and sent via e-mail to the Contract Administrator.

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled “Status of Past and Present Contracts” provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

3. Proposal Exceptions and/or Deviations Form

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

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

1. **Qualifications of the Firm** **35%**

 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.

2. **Staffing and Project Organization** **40%**

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

3. **Work Plan** **25%**

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

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established March 24, 2025, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the proposal evaluations, the evaluation committee will score the proposals to develop a competitive range. Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Transit Committee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Transit Committee will review the evaluation committee's recommendation and forward its recommendation to the Board of Directors for final action.

C. AWARD

The Authority's Board of Directors will consider the selection of the firm(s) recommended by the Transit Committee.

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

Offeror acknowledges that the Authority's Board of Directors reserves the right to award this contract in its sole and absolute discretion to any Offeror to this RFP regardless of the evaluation committee's recommendation or recommendation of a Transit Committee.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected Offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish

to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

EXHIBIT A: SCOPE OF WORK

**SCOPE OF WORK
FOR
On-Call Architectural and Engineering Design and
Construction Support Services for Transit Facility Projects**

1.0 PROJECT BACKGROUND

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

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

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

Each project CTO will be completed in three phases:

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

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

2.0 DEFINITIONS

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

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

ATTACHMENT A – OCTA TRANSIT FACILITIES

Anaheim Maintenance & Operation Base

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

Constructed: 1983

Garden Grove Maintenance & Operation Base

Addresses: 11800 Woodbury Road, Garden Grove, CA 92843

11790 Cardinal Circle, Garden Grove, CA 92843

Constructed: 1977

Garden Grove Annex

Address: 11800 Woodbury Road, Garden Grove, CA 92843

Constructed: 1987, Interior Renovation in 1997.

Irvine Sand Canyon Maintenance & Operation Base

Address: 14736 Sand Canyon Road, Irvine, CA 92618

Constructed: Phase I completed: 1976

Phase II completed: 1981

Irvine Construction Circle Maintenance & Operation Base

Address: 16281 Construction Circle West, Irvine, CA 92606

Constructed: 2000

Santa Ana Maintenance & Operation Base

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

Constructed: 2005

Golden West Transportation Center

Address: 7301 Center, Huntington Beach, CA 92803

Constructed: 1994

Golden West Transportation Center – Additional Parking Lot

Address: 7401 Center, Huntington Beach, CA 92803

Constructed: 2016

Fullerton Transportation Center

Address: 123 South Pomona, Fullerton, CA 92833.

Constructed: 1983

Laguna Beach Transportation Center

Address: 375 Broadway, Laguna Beach, CA 92651

Constructed: 1958

Laguna Hills Transportation Center

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

Constructed: 1988

Newport Transportation Center

Address: 1550 Avocado, Newport Beach, CA 92660

Constructed: 1991

Brea Park-and-Ride

Address: Lambert Road & 57 Freeway, CA

Constructed: 1989

Fullerton Park-and-Ride

Address: 3000 West Orangethorpe Ave. Fullerton, CA 92833

Constructed: Phase I completed Dec. 1974

Phase II completed Feb. 1981

ATTACHMENT B – TYPICAL TRANSIT FACILITY PROJECTS

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

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

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

2. Typical facility projects at transportation centers:

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

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

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

4. Others:

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

ATTACHMENT C – CTO STATEMENT OF WORK

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

1.0 PROJECT BACKGROUND

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

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

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

Project will be completed in three phases:

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

2.0 STATEMENT OF WORK DEFINITIONS

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

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

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

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

3.0 PROJECT REQUIREMENTS

3.1. CONSULTANT RESPONSIBILITIES

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

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

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

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

3.2. DESIGN PHASE

3.2.1. STUDY AND SCHEMATIC DESIGN PHASE (25%)

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

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

3.2.2. DESIGN DEVELOPMENT PHASE (60%)

3.2.2.1. CONSULTANT shall prepare from the approved Schematic Design and Study Report, the Design Development Documents consisting of drawings and other documents that fix and describe the size and character of the entire PROJECT, inclusive of architectural, civil, structural, mechanical, electrical, plumbing, control systems, and any other disciplines as required. The drawings for this phase shall be to a level of detail sufficient to identify all project elements that affect the function and operation of each portion of the facility. The drawings shall be prepared using AutoCAD software in accordance with OCTA's Computer Aid Design (CAD) Standards.

3.2.2.2. At 60 percent submittal, a draft of the technical specifications shall be included. Technical specifications shall be developed in Construction Specifications Institute (CSI) format. The technical specifications shall be complete and ready for construction, including all specifications to support the drawings, identify materials, indicate inspection and testing requirements, and ensure a quality project. Specifications shall be prepared in such a format and manner as to stimulate competition between contractors while following industry standards. The specifications shall be developed in Microsoft Word software.

3.2.2.3. CONSULTANT shall prepare and submit to OCTA for review a detailed PCC estimate, including supporting back-up calculations and supporting information based on current costs related to the design for PROJECT. CONSULTANT's PCC estimate shall be a bottom-up detailed estimate and may cite reliable reference sources such as "Means Book", "Blue Book", Davis Bacon wage rates/prevaling wages, current or past contracts for the same projects, and historical price and cost data.... If the PCC at this phase is in excess of the PCC revised and approved during the Schematic Phase or available fund for PROJECT, CONSULTANT may be required to provide alternatives to reduce the PCC. Revisions shall not be considered extra work, and therefore not subject to additional payment. CONSULTANT shall advise PROJECT MANAGER of any adjustments in the PCC due to changes in project requirements or general market conditions.

3.2.3. CONSTRUCTION DOCUMENT DEVELOPMENT PHASE (90%)

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

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

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

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

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

3.2.5. BID DOCUMENTS

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

3.3. CERTIFICATION

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

3.4. BIDDING AND AWARD OF CONTRACT PHASE

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

3.5. CONSTRUCTION MONITORING PHASE

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

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

3.6. DELIVERABLES

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

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

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

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

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

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

3.6.1. PROJECT DESIGN SCHEDULE

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

3.6.2. STUDY AND SCHEMATIC DESIGN PHASE (25%)

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

3.6.3. DESIGN DEVELOPMENT PHASE (60%)

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

3.6.4. CONSTRUCTION DOCUMENT DEVELOPMENT PHASE (90%)

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

3.6.5. FINAL CONSTRUCTION DOCUMENT DEVELOPMENT PHASE (100%)

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

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

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

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

3.6.6. CONFORMED CONSTRUCTION DOCUMENTS

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

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

3.6.7. AS-BUILT PROJECT DOCUMENT

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

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

3.6.8. UPDATE OCTA MASTER SET OF PLANS

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

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

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

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

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

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

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

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

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

- 3.7.2.4. CONSULTANT shall coordinate between various engineering disciplines to ensure a complete and coordinated design.
- 3.7.2.5. CONSULTANT shall perform a quality assurance review of plans, specifications, estimates, reports, and other documents prior to each submittal to OCTA.
- 3.7.2.6. CONSULTANT shall certify each deliverable as being prepared and checked in accordance with CONSULTANT's QA/QC Plan and have been found to meet the quality objectives set forth therein. CONSULTANT QA/QC certification shall be in writing on a form furnished by OCTA and shall be signed by CONSULTANT Quality Assurance Manager and CONSULTANT Project Manager. Deliverables received by OCTA without CONSULTANT QA/QC certification will be returned to CONSULTANT without review by the Authority.
- 3.7.2.7. An organizational chart (o-chart) shall be included in the CONSULTANT QA/QC plan to clearly identify personnel working on PROJECT. O-chart shall include name, title, company, and role of each person on PROJECT.

3.8. HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS

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

4.0 OCTA RESPONSIBILITIES

- 4.1. OCTA shall provide information regarding its requirements for the PROJECT, including OCTA's special requirements for the General Provisions of the Construction Contract Documents, and will from time to time furnish such additional information as may be necessary for the orderly prosecution of the WORK.
- 4.2. PROJECT MANAGER shall examine all documents submitted by CONSULTANT and shall render decisions pertaining to PROJECT. PROJECT MANAGER shall review all documents and applications as required prior to submission to AHJ.
- 4.3. OCTA shall furnish structural, mechanical, electrical, plumbing, and other laboratory tests, inspections, and reports for the construction phase, as required by law or the contract documents. OCTA shall contract with an independent testing and inspection laboratory that will be responsible for the construction inspection and testing during the construction phase.
- 4.4. OCTA shall provide construction management services during construction of the PROJECT. OCTA will be responsible for construction management, inspection, testing, and reports required during the construction support phase. The services, information, testing, and reports required shall be furnished at OCTA's expense, and CONSULTANT shall be entitled to rely upon the accuracy and completeness of the information provided.

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

5.0 PROJECT COORDINATION AND MEETINGS

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

5.3. SCHEDULE

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

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

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

6.0 WORK PERFORMANCE

6.1. CONSULTANT shall commence work immediately upon execution and distribution of the CTO. CONSULTANT shall use diligence in completing the work in accordance with the schedule.

6.2. In case of conflict, ambiguities, discrepancies, errors, or omissions among any of the items of work, CONSULTANT shall submit the matter to OCTA for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors, or omissions which is performed by CONSULTANT prior to clarification by OCTA shall be at CONSULTANT's risk. Such conflicts, ambiguities, discrepancies, errors, or omissions among the references shall not give rise to a claim by CONSULTANT for extra work unless CONSULTANT can demonstrate that it has incurred additional expenses as a result thereof.

FACT SHEET SAMPLE

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

EXHIBIT B: PROPOSED AGREEMENT

1 **PROPOSED AGREEMENT NO. C-4-2610**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5
6 **THIS AGREEMENT** is effective as of this ____ day of _____, 20__
7 (“Effective Date”), by and between the Orange County Transportation Authority, 550 South Main Street,
8 P.O. Box 14184, Orange, CA 92863-1584, a public corporation of the State of California (hereinafter
9 referred to as "AUTHORITY"), and , , , (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to provide on-call
12 architectural and engineering design and construction support services for transit facility projects ; and

13 **WHEREAS**, said work cannot be performed by the regular employees of AUTHORITY; and

14 **WHEREAS**, CONSULTANT has represented that it has the requisite personnel and experience,
15 and is capable of performing such services; and

16 **WHEREAS**, CONSULTANT wishes to perform these services; and

17 **WHEREAS**, the AUTHORITY’s Board of Directors authorized this Agreement on _____;

18 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CONSULTANT
19 as follows:

20 **ARTICLE 1. COMPLETE AGREEMENT**

21 A. This Agreement, including all exhibits and documents incorporated herein and made
22 applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of
23 the agreement between AUTHORITY and CONSULTANT and it supersedes all prior representations,
24 understandings and communications. The invalidity in whole or in part of any term or condition of this
25 Agreement shall not affect the validity of other terms or conditions.

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

A. CONSULTANT shall perform the work necessary to complete in a manner satisfactory to AUTHORITY the services set forth in Exhibit A, entitled "Scope of Work," which is attached to and, by this reference, incorporated in and made a part of this Agreement and as specified in the Contract Task Orders ("CTO's") issued to CONSULTANT. All services shall be provided at the times and places designated by AUTHORITY.

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

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

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

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

7 **ARTICLE 4. TERM OF AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 Three Million Dollars (\$ 3,000,000.00) which shall include all amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement and the ON-CALL FIRMS' Agreements.

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ARTICLE 7. NOTICES

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

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Sonja Gettel

Title:

Title: Senior Contract Administrator

Phone:

Phone: (714) 560-5562

Email:

Email: sgettel@octa.net

Cc: Jim Khan, Project Manager

Email: jkhana@octa.net

Phone (714) 560-5868

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

5 **ARTICLE 9. INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

- 15 1. The Agreement Number C- and, the Contract Administrator's Name, Sonja Gettel.
- 16 2. For Certificate Holder: The Orange County Transportation Authority, its officers,
17 directors, employers and agents, c/o InsureTrack, P.O. Box 60840 Las Vegas, NV 89160.

18 **ARTICLE 10. ORDER OF PRECEDENCE**

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

24 **ARTICLE 11. CHANGES**

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

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

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

10 **ARTICLE 12. DISPUTES**

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

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

22 **ARTICLE 13. TERMINATION**

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

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

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

13 **ARTICLE 14. INDEMNIFICATION**

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

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

24 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

25 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
26 CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be

1 subcontracted by CONSULTANT, without the prior written consent of AUTHORITY. Consent by
2 AUTHORITY shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms
3 and conditions of this Agreement.

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

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

14 **ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

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

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

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

5 **ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY**

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

13 **ARTICLE 19. PROHIBITED INTERESTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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,
12 40 U.S.C. 267a, et. seq.), regardless of any contractual relationship which may be alleged to exist
13 between CONSULTANT or subcontractor and their respective mechanics, laborers, journeypersons,
14 workpersons, craftspersons or apprentices. Copies of the current General Prevailing Wage
15 Determinations and Per Diem Rates are on file at AUTHORITY's offices and will be made available to
16 CONSULTANT upon request. CONSULTANT shall post a copy thereof at each job site at which work
17 hereunder is performed.

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

24 **ARTICLE 26. CONTRACTOR PURCHASED EQUIPMENT**

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

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

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

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

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

17 **ARTICLE 27. CONFLICT OF INTEREST**

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

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

6 **ARTICLE 28. CODE OF CONDUCT**

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

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

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

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

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

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

20 CONSULTANT shall not make, participate in making, or use its position to influence any
21 governmental decisions as defined by the Political Reform Act, Government Code section 8100 et seq.,
22 and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.
23 CONSULTANT's personnel performing services under this Agreement shall not authorize or direct any
24 actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter into
25 any contractual agreement on behalf of AUTHORITY. In addition, CONSULTANT's personnel shall not

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1 provide information, an opinion, or a recommendation for the purpose of affecting a decision without
2 significant intervening substantive review by AUTHORITY personnel, counsel, and management.

3 **ARTICLE 32. FORCE MAJEURE**

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

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

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Consultant
Title

By: _____
Darrell E. Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By: _____
James M. Donich
General Counsel

APPROVED:

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

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EXHIBIT C: FORMS

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$500 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$500 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$500 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$500 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$500 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

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

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- The Prime Contractor Yes ____ No ____
- Subconsultant Yes ____ No ____
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes ____ No ____

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

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

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Tam Nguyen, Chair

Doug Chaffee, Vice Chair

Valerie Amezcua, Director

Jon Dumitru, Director

Jamey Federico, Director

Katrina Foley, Director

Patrick Harper, Director

Michael Hennessey, Director

Fred Jung, Director

Farrah Khan, Director

Stephanie Klopfenstein, Director

Vicente Sarmiento, Director

John Stephens, Director

Mark Tettemer, Director

Donald Wagner, Director

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

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

Name

Signature

Title

Date

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

_____ _____ _____

EXHIBIT D: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

1.2 REGULATORY

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

- B. Substance Abuse Prevention Program
Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- C. Heat Illness Prevention Program
Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- D. Hazard Communication Program
Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
 - a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.
- E. Storm Water Pollution Prevention Plan
The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
 - 1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
 - 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
 - 4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice

followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
 4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

1.5 PERSONAL PROTECTIVE EQUIPMENT

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

1.6 REFERENCES

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

END OF SECTION



COMMITTEE TRANSMITTAL

January 13, 2025

To: Members of the Board of Directors

From: Andrea West, Clerk of the Board *Andrea West*

Subject: Approval of Short-Listed Design Build Teams and Release of Request for Proposals for Design-Build of Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base

Transit Committee Meeting of January 9, 2025

Present: Directors Amezcua, Harper, Jung, Klopfenstein, and Sarmiento
Absent: None

Committee Vote

This item was passed by the Members present.

Committee Recommendation(s)

- A. Approve the short-listing of the three design-build teams: Clean Energy, Wayne Perry, Inc., and Messer, LLC for the design and construction of the hydrogen fueling station and facility modifications at the Garden Grove Bus Base.
- B. Approve the evaluation criteria, weightings, and best-value selection process for Request for Proposals 4-2683 for design and construction of the hydrogen fueling station and facility modifications at the Garden Grove Bus Base through a design-build contract.
- C. Approve the release of the Request for Proposals 4-2683 for design and construction of the hydrogen fueling station and facility modifications at the Garden Grove Bus Base to the three short-listed design-build teams.

Note

During the Committee presentation, a revision was noted to the funding source in the Committee staff report, which is as follows:

The project is included in OCTA's Fiscal Year 2024-25 Budget, Capital Programs Division, Account No. 1722-9022-D2157-TTW, and is funded with a combination of competitive Transit and Intercity Rail Capital Program funds awarded by the California State Transportation Agency and formula Low Carbon Transit Operations Program funds provided through California Department of Transportation from California's Climate Investments funded by proceeds from California's Cap and Trade Auctions.

The staff report contained in the Board agenda reflects the revision and is updated.



January 9, 2025

To: Transit Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Approval of Short-Listed Design-Build Teams and Release of Request for Proposals for Design-Build of Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base

A handwritten signature in blue ink, appearing to read "Darrell Johnson", is written over the "From:" line of the memo.

Overview

On September 23, 2024, the Orange County Transportation Authority Board of Directors approved the release of a request for qualifications to initiate a competitive procurement process to retain a contractor for design-build services to deliver the hydrogen fueling station and facility modifications at the Garden Grove Bus Base. As part of the two-step, best value design-build procurement process, staff request Board of Directors' approval of the short-listed design-build teams and approval to release the request for proposals for this project.

Recommendations

- A. Approve the short-listing of the three design-build teams: Clean Energy, Wayne Perry, Inc., and Messer, LLC for the design and construction of the hydrogen fueling station and facility modifications at the Garden Grove Bus Base.
- B. Approve the evaluation criteria, weightings, and best-value selection process for Request for Proposals 4-2683 for design and construction of the hydrogen fueling station and facility modifications at the Garden Grove Bus Base through a design-build contract.
- C. Approve the release of the Request for Proposals 4-2683 for design and construction of the hydrogen fueling station and facility modifications at the Garden Grove Bus Base to the three short-listed design-build teams.

Discussion

The Orange County Transportation Authority (OCTA) initiated a pilot program to test zero-emission bus (ZEB) technology to obtain operational performance information to determine which ZEB technology, or mix of technologies, best meets OCTA service requirements. The ZEB pilot program was implemented in early 2020 with the introduction of ten hydrogen (H₂) fuel-cell electric buses (FCEB) and an H₂ fueling station at the Santa Ana Bus Base. The pilot was expanded in 2023 with the introduction of ten battery electric buses operating from the Garden Grove Bus Base. OCTA is now underway with expanding the ZEB fleet with the addition of 40 new FCEBs along with the installation of an H₂ fueling station at the Garden Grove Bus Base. H₂ fueling infrastructure at the Garden Grove Bus Base will provide fueling for OCTA's FCEBs along with operational redundancy similar to that of OCTA's compressed natural gas fueling infrastructure. The project will install a liquid H₂ fueling station, FCEB de-fueling appurtenances, H₂ detection in bus maintenance facilities, metered electrical infrastructure, a standby power generator, FCEB maintenance platform, and related work.

As allowed by California Public Contract Code Section 22160 et seq. (PCC 22164), this type of project typically lends itself to being implemented using design-build (DB) delivery methodology. The DB method differs from the design-bid-build method by allowing the same entity to both design and build the project. The DB process is more desirable due to the highly specialized nature of fueling stations which include complex systems and unique components and specifications. All OCTA existing fueling stations have been delivered using this method, including the liquified natural gas, compressed natural gas, and H₂ fueling stations. Having a single entity responsible for the design and construction of the H₂ fueling station helps protect OCTA from the design and construction risk of this complex project by allowing a single entity to design and build the facility. Combining the construction team with the designer minimizes risk, shortens overall delivery time, and helps to control cost.

A two-step, best-value procurement method is required by the Public Contract Code (PCC) for selecting a DB team for the project.

Procurement Approach

The selection of a DB team to design and construct the H₂ fueling station and facility modifications at the Garden Grove Bus Base will be accomplished through a two-step procurement process. The first step, the request for qualifications (RFQ), is used to solicit detailed information about each teams' qualifications and experience related to similar projects and to develop a

short-list of qualified teams. The second step, the request for proposals (RFP), is issued to the short-listed teams to solicit proposals for OCTA's evaluation and selection of a "best value" DB team for the project. Due to the nature of the services needed for the project, the teaming relationships are generally joint ventures as opposed to prime-subcontractor relationships. Following is a more detailed discussion of the two steps.

Step 1 – RFQ

The first step consisted of the issuance of the RFQ, receipt of statements of qualifications (SOQs) by OCTA, and the development of a short list in accordance with PCC 22164 requirements and OCTA's procurement policies and procedures. Approval of the recommended short-listed DB teams included in this staff report will conclude with the first step of the two-step best-value award process. The SOQ scoring will not be carried over into the technical proposal evaluation process or any future stage of the procurement process.

On September 23, 2024, the Board of Directors (Board) authorized the release of RFQ 4-2448, which was electronically issued on CAMM NET. The project was advertised on September 23 and September 30, 2024, in a newspaper of general circulation. An RFQ conference was held on October 2, 2024, with 13 attendees representing seven firms. Three addenda were issued to make available the RFQ conference registration sheets, provide responses to questions received, and handle administrative issues related to the RFQ.

On October 22, 2024, five responsive SOQs were received. The process of evaluating the five SOQs was done in two parts, a compliance review and technical evaluation, as follows:

1. Compliance review of the SOQs was conducted using pass/fail criteria in the areas of minimum requirements, legal structure, and financial capability described in the RFQ. The submittals were reviewed by a team of legal and procurement professionals and all five submittals were found responsive to the requirements of the RFQ in these areas and determined to be a 'pass'. The five submittals were then advanced to the technical evaluation.
2. Technical evaluation of the SOQs that passed the compliance review was conducted using the technical scored categories and weightings described in the RFQ and listed below:

Approval of Short-Listed Design-Build Teams and Release of Request for Proposals for Design-Build of Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base

-
- Design-Build Entity and Design-Build Team Experience 30 percent
 - Key Personnel Experience 30 percent
 - Organizational and Management Approach and Quality Management Program 40 percent

An evaluation committee consisting of members from OCTA's Contracts Administration and Materials Management, Facilities Engineering, Transportation Modeling, Safety and Environmental, and Maintenance departments met to review the submittals.

The evaluation committee reviewed the SOQs based on the above-mentioned Board-approved evaluation criteria and weightings and short-listed three DB teams, listed below in alphabetical order:

Clean Energy
Headquarters: Newport Beach, California
Project Office: Newport Beach, California

Messer, LLC (Messer)
Headquarters: Bridgewater, New Jersey
Project Office: Bridgewater, New Jersey

Wayne Perry, Inc. (WPI)
Headquarters: Buena Park, California
Project Office: Buena Park, California

The SOQ evaluation process as described herein is not utilized to compare the submittals. It is used to develop a short list of the responsive teams deemed most qualified per the pass/fail and technical requirements of the RFQ. The make-up of each of the DB teams is contained in Attachment A.

Step 2 – RFP

To initiate the second step of the DB procurement process, each of the short-listed DB teams will receive a copy of the RFP following Board approval of the recommended evaluation criteria and weightings.

Evaluation of Proposals

The proposals submitted in response to the RFP will be evaluated to determine the proposal that offers the best value to OCTA, considering the technical and

price proposal. The intent of OCTA in this evaluation process is to create a fair and uniform basis for the evaluation of the proposals.

The proposal evaluation process will include responsiveness and qualitative evaluation of the technical proposal, a responsiveness and qualitative evaluation of the financial proposal, and a best-value determination.

Technical Proposal Responsiveness and Evaluation

Each technical proposal will be evaluated to determine that the requirements of the RFP have been met and scored based on the following recommended criteria and weightings as follows:

- Qualifications of the Firm 35 percent
- Staffing and Project Organization 30 percent
- Technical and Project Delivery Approach 35 percent

Several factors were considered in developing the evaluation criteria weightings. The qualifications of the firm criterion is weighted at 35 percent as the DB teams must demonstrate technical experience with the design and construction of a fueling station of similar scope and scale. The staffing and project organization criterion is weighted at 30 percent as the DB teams must demonstrate the level of expertise, resource availability, and involvement of the roles required for the proposed project team. The technical and project delivery approach criterion is weighted at 35 percent as the DB teams must demonstrate an understanding of OCTA's requirements and present a competitive general and design management approach, project delivery schedule, proposed facility design plan, and construction approach, including aspects such as mobilization strategy, construction staging, risk mitigation, safety plan, and quality management plan.

After the evaluation and scoring of the technical proposals are completed, the price proposals will be opened and evaluated for responsiveness and to obtain the price submitted by each offeror.

Best-Value Determination

The best-value determination will use a formula that includes a component for technical score and a component for price score to arrive at a total score for the offeror's proposal. The DB team with the highest total score will be recommended to the Board as the best-value offeror.

The best value determination will be based on a 100-point scale. The technical score will represent up to 70 points of the total score, and the price score will represent up to 30 points of the total score. The apparent best value will be represented by the highest total proposal score.

OCTA may, at any time after receipt of proposals and prior to final award and execution of the contract, determine that it is appropriate to request changes or clarifications to the proposals. If changes or clarifications to the proposals are required, OCTA may request the DB teams submit a Best and Final Offer to assist with the final evaluation of the proposals.

Procurement Summary

Based on the evaluation of the SOQs, the evaluation committee recommends short-listing three DB teams, Clean Energy, Messer, and WPI. The three DB teams will be issued the RFP and have an opportunity to submit proposals for the design and construction of the H₂ fueling station and facility modifications at the Garden Grove Bus Base.

Fiscal Impact

The project is included in OCTA's Fiscal Year 2024-25 Budget, Capital Programs Division, Account No. 1722-9022-D2157-TTW, and is funded with a combination of competitive Transit and Intercity Rail Capital Program funds awarded by the California State Transportation Agency and formula Low Carbon Transit Operations Program funds provided through California Department of Transportation from California's Climate Investments funded by proceeds from California's Cap and Trade Auctions.

Summary

Board of Directors' approval is requested to approve short-listing three design-build teams, Clean Energy, Messer LLC, and Wayne Perry Inc., and the release of Request for Proposals 4-2683 for the design and construction of the hydrogen fueling station and facility modifications at the Garden Grove Bus Base, as well as the proposed evaluation criteria, weightings and best-value determination.

Attachments

- A. Request for Qualifications 4-2448, List of Short-Listed Design-Build Teams
- B. Draft Request for Proposals (RFP) 4-2683, Design-Build of Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base

Prepared by:



George Olivo, P.E.
Program Manager, Capital Programs
(714) 560-5872

Approved by:



James G. Beil, P.E.
Executive Director, Capital Programs
(714) 560-5646



Pia Veesapen
Director, Contracts Administration and
Materials Management
(714) 560-5619

**Request for Qualifications 4-2448
List of Short-Listed Design-Build Teams**

The following three design-build teams are recommended for approval for short-listing:

Clean Energy Team:

Clean Energy

Fueling and Service Technologies doing business as FASTECH

Innova Technologies

Intertek PSI

Messer, LLC Team:

Messer, LLC

Fiedler Group

Wayne Perry, Inc. Team:

Wayne Perry, Inc.

PM Design Group

DRAFT REQUEST FOR PROPOSALS (RFP) 4-2683

DESIGN-BUILD OF HYDROGEN FUELING STATION AND FACILITY MODIFICATIONS AT GARDEN GROVE BUS BASE



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

Key RFP Dates

Issue Date:	January 13, 2025
Pre-Proposal Conference Date:	January 21, 2025
Question Submittal Date:	February 4, 2025
Proposal Submittal Date:	March 4, 2025
Interview Date:	April 8, 2025

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January 13, 2025

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 4-2683: “DESIGN-BUILD OF HYDROGEN FUELING STATION AND FACILITY MODIFICATIONS AT GARDEN GROVE BUS BASE”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from the short-listed design-build teams to **design, construct and deliver a turnkey hydrogen fueling station and facility modifications at the Garden Grove Bus Base (Project).**

The budget for this project is \$12 million dollars for a 24-month term with an 18-month operations during training and transition period after completion and acceptance of the Project.

Offerors will be required to hold a valid State of California Class A General Engineering contractor license and either hold a valid State of California C-10 specialty license or subcontract to a valid State of California C-10 specialty licensed subcontractor.

The Authority has completed the evaluation of the Statement of Qualifications (SOQ) received in response to Request for Qualifications (RFQ) 4-2448 for this Project. This RFP is being issued to those design-build teams that were short-listed based on the Authority’s evaluation of the SOQs.

To prevent potential conflicts of interest, the following prohibitions apply to this solicitation:

The prime consultant and all subconsultants (at any tier), regardless of the level of service provided by said subcontractor(s), awarded this contract to design and build a turnkey hydrogen fueling station at the Garden Grove Bus Base are precluded from participating in the future **construction management services contract for this 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.

Proposals must be submitted at or before 2:00 p.m., on March 4, 2025.

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Megan Bornman, Senior Contract Administrator**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Megan Bornman, Senior Contract Administrator**

Proposals and amendments to proposals received after the date and time specified above will be returned to the Offerors unopened.

Note: The Authority utilizes a third-party delivery service therefore, Offerors should anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above. Proposals are considered received once time-stamped at the Authority's physical address.

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.

A pre-proposal conference will be held on January 21, 2025, at 2:00 p.m. at the Authority's Administrative Office, 550 South Main Street, Orange, CA 92868 in Conference Room 09.

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

- [Microsoft Teams Link](#)
- Call-in Number: 916-550-9867
- Conference ID: 549 416 371#

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

Immediately following the pre-proposal conference, a job walk will be conducted at 11790 Cardinal Circle, Garden Grove, CA 92843.

All prospective Offerors are encouraged to attend the pre-proposal conference, and the job walk.

Please review "Bus Base Visit Protocol" in Section I. "Instructions to Offerors", Paragraph C.

The Authority has established April 8, 2025, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. DEFINITIONS

The following terms used in this document shall have the meanings shown below:

Term	Definition
Design-Build	A project delivery process in which both the design and construction of a project are procured from a single entity.
Offeror	Entity submitting an SOQ in response to this solicitation.
Design-Build Entity	A corporation, limited liability company, partnership, joint venture or other legal entity that is able to provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to a design-build contract.
Design-Build Team	The Design-Build Entity itself and the individuals and other entities identified by the Design-Build Entity as members of its team. Members shall include the General Contractor and, if utilized, the Principal Engineering Firm and other Design Firms.
Design-Builder	Lead entity within the design-build entity, responsible for managing the entire project.
Principal Engineering Firm	The firm that will be responsible for the primary design of the Project.
General Contractor	The firm that will be responsible for constructing the Project.
Other Design Firms	Firm(s) that will participate in the design of the Project.

B. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on January 21, 2025, at 2:00 p.m. at the Authority's Administrative Office, 550 South Main Street, Orange, CA 92868 in Conference Room 09.

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

- [Microsoft Teams Link](#)
- Call-in Number: 916-550-9867
- Conference ID: 549 416 371#

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

Immediately following the pre-proposal conference, a job walk will be conducted at 11790 Cardinal Circle, Garden Grove, CA 92843.

All prospective Offerors are encouraged to attend the pre-proposal conference, and the job walk.

By investigation of the work site, Offerors shall be satisfied as to the nature and location of the work and shall be fully informed as to the conditions and matters, which can in any way affect the work or the cost thereof. Prospective Offerors should familiarize themselves with Authority safety rules that pedestrians must wear approved safety vests.

Please bring a safety vest for the job walk.

C. BUS BASE VISIT PROTOCOL

The Authority has a core value of Safety for all employees, visitors, and the public for all transit related operations, therefore Bus Base Rules are established to prevent incidents and injury.

The Authority's Maintenance bases require proper personal protective equipment (PPE) while at the bus base maintenance areas.

Basic PPE includes:

1. ANSI Class 2 Reflective Vest
2. Proper clothing foot ware (i.e., no open toe shoes, sandals, high heel shoes, etc.)
3. Proper eye protection as required

All Contractors (proposed bidders, visitors, etc.) upon arrival shall report into the base Maintenance Shift Supervisor, with the appropriate OCTA employee escort. Each person shall:

1. Sign in
2. Obtain a briefing of potential hazards and emergency procedures
3. Cell Phones are only allowed inside a building

All job walk visitors shall stay within the group and be attentive to instructions for a safe visit.

Upon completion of the visit each person shall sign out with the Maintenance Shift Supervisor prior to leaving the property.

D. 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.

E. 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.

F. AUTHORITY CONTACT

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

Megan Bornman, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5064, Fax: 888.404.6282
Email: mbornman@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.

G. 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 G.3. 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 short-listed firms.

2. Preference for Materials

In accordance with the California Public Contract Code Section 3400, reference to any equipment, material, article or patented process, by trade name, make, or catalog number, shall not be construed as limiting competition. In those cases where the specifications call for a designated material, product, or service by specific brand or trade name and there is only one brand or trade name listed, the item involves a unique or novel product application required to be used in the public interest or is the only brand or trade name known to the Authority.

Where the specifications or drawings identify any material, product or service by one or more brand names, whether or not "or equal" is added, and the bidder wishes to propose the use of another item as being equal, approval shall be requested as set forth in below.

3. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via e-mail at mbornman@octa.net no later than 5:00 p.m., on February 4, 2025.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 4-2683" in the subject line of the e-mail. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

4. Authority Responses

Responses from the Authority will be provided to the short-listed firms, no later than February 18, 2025. Responses will be sent via email.

Inquiries received after 5:00 p.m. on February 4, 2025 will not be responded to.

H. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Authority’s office at or before 2:00 p.m. on March 4, 2025.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

2. Address

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Megan Bornman, Senior Contract Administrator**

Or proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
P.O. Box 14184
Orange, California 92863-1584
Attention: Megan Bornman, Senior Contract Administrator**

Note: The Authority utilizes a third-party delivery service therefore, Offerors should anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above. Proposals are considered received once time-stamped at the Authority’s physical address.

3. Identification of Technical Proposals

Offeror shall submit one (1) original hard copy of its technical proposal in a sealed package, by the date and time as required above in H.1., and addressed as shown above in H.2. The outer envelope must show the Offeror’s name and address and clearly marked as follows:

RFP 4-2683, “Design-Build of Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base” – Technical Proposal

In addition to the above, Offerors shall also include one (1) electronic copy

of the technical proposal in “PDF” format, on a flash drive.

4. Identification of Price Proposals

Offeror shall submit one (1) original hard copy of its price proposal in a **separate sealed package**, by the date and time as required above in H.1., addressed as shown above in H.2. The outer envelope must show the Offeror’s name and address and clearly marked as follows:

RFP 4-2683, “Design-Build of Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base” – Price Proposal

In addition to the above, Offerors shall also include one (1) electronic copy of the price proposal in “PDF” format, on a flash drive.

5. 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.

I. 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.

J. JOINT OFFERS

Where two or more firms desire to submit a single proposal in response to this RFP, they should form a Design-Build Entity. Members of the Design-Build Entity shall include the General Contractor and, if utilized in the design of the project, all electrical, mechanical, and plumbing contractors. The Authority intends to contract with the Design-Build Entity awarded a contract for this Project.

K. OBLIGATION TO KEEP PROJECT TEAM INTACT

Offerors are advised that all firms and key personnel identified in the SOQ shall remain on the Design-Build Team for the duration of the procurement process and execution of the Project. If extraordinary circumstances require a change, it must be submitted in writing to Authority. Authority, at its sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as death or termination of employment) may occur that are beyond the Design-Build Team's control. Unauthorized changes to the Design-Build Team at any time during the procurement process may result in elimination of the Offeror from further consideration.

L. 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.

M. PREVAILING WAGES

This project is funded under a financial assistance contract by the U.S. Department of Transportation and is subject to all conditions of the Davis-Bacon Act (40 U.S.C. 3141–48), as supplemented by the Department of Labor regulations 29 CFR part 5, and the Labor Code of the State of California 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 current basic hourly rates of pay and fringe benefits. Wage schedules are available at the Authority's Offices or on the internet at:

http://www.dir.ca.gov/OPRL/statistics_research.html and
<http://www.access.gpo.gov/davisbacon/>.

Offerors shall utilize the relevant prevailing wage determinations in effect on the first advertisement date of the RFP. In the event there are any differences between the minimum wage rates as determined by the United States Secretary of Labor and those determined by the State of California, the highest rate must be paid.

This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Department of Industrial Relations shall monitor and enforce compliance with applicable prevailing wage requirements for this Agreement. The reporting requirements may be found at <https://www.dir.ca.gov/Public-Works/Contractors.html>. Bidder is responsible for complying with all requirements of the Department of Industrial Relations, including filing electronic payroll reports.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. A contractor or subcontractor will be exempt from this requirement pursuant to Labor Code Section 1771.1(a) if it submits a bid authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

A contractor or subcontractor will not be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

A proposal submitted by a contractor or subcontractor will not be accepted or entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Labor Code Section 1725.5.

N. 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.

O. WITHDRAWAL OF PROPOSAL

Offerors may withdraw its proposal at any time prior to the time set for opening of proposals by means of written request signed by the Offeror or its proper authorized representative. Such written request shall be delivered to the Contracts Administrator at the address noted in the cover notice of this RFP.

P. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price, lump-sum design-build contract.

Q. EXECUTION OF CONTRACT

The successful offeror shall submit to the Authority the required contract bonds, "Guaranty" and acceptable insurance certificates within ten (10) calendar days after notification of contract award from the Authority. Failure to sign the contract and submit applicable bonds, "Guaranty", and acceptable insurance certificates within the specified time shall be cause to cancel the award and the forfeiture of the Proposal Bond. Transfers of contract, or of interest in contracts, are prohibited.

R. 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.

S. PROHIBITION

The following prohibition applies to this procurement:

The prime consultant/contractor and all subconsultants (at any tier), regardless of the level of service provided by said subcontractor(s), awarded this contract to design and build a turnkey hydrogen fueling station at the Garden Grove Bus Base are precluded from participating in the future **construction management services contract for this Project**.

T. 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.

U. 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.

V. 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.

W. 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 C), 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 C). 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.

X. PROPOSAL SECURITY FORM

Proposals shall be accompanied by a certified or cashier's check, or an acceptable proposal bond for an amount not less than ten percent (10%) of the total price proposal, made payable to the order of the Orange County Transportation Authority. A corporate surety (not an individual surety), registered in the state of

California and registered to do business in the county of Orange must issue bid bonds. Said check or bond shall be given as a guarantee that the Offeror will enter into a contract if awarded the work and in case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the Authority.

Y. BOND REQUIREMENTS

The Design-Build Entity awarded the contract will be required to deliver to Authority performance and payment bonds on forms acceptable to Authority in the full amount of the estimated contract costs to guarantee the faithful performance and payments. For the purposes of providing performance and payment bonds, the estimated contract cost for this Project is 100% of the Project value. Authority reserves the right to reject any bond if, in the opinion of Authority, the Surety's acknowledgment is not in the form as prescribed by law. Authority reserves the right to negotiate the bonding level requirements.

Z. SUBCONTRACTORS AND ASSIGNMENTS

The successful Offeror shall perform work equivalent to **at least ten percent (10%) of the total amount of the construction work** at the site; and, perform the work on the site with its own staff.

Pursuant to the provisions of the California Public Contract Code Section 4104, every Offeror shall in the proposal set forth:

1. The name, business address, and California contractor license number of each subcontractor who will perform work or labor or render service to the Offeror in or about the work in an amount in excess of one-half of one percent (1/2 of 1 %) of the Offeror's total proposal amount; and
2. The portion of the work that will be done by each subcontractor. The Offeror shall list only one subcontractor for each portion of work as defined by the Offeror in its proposal.
3. The dollar amount of the work, which will be done by each such subcontractor. Offeror shall complete Form D "List of Subcontractors" with the above requested information.

If a subcontractor's California contractor license number is submitted incorrectly in the proposal, it will not be grounds for filing a protest or grounds for considering the proposal nonresponsive if the corrected subcontractor's California contractor license number is submitted to the Authority within 24 hours after the proposal opening.

Offeror acknowledges and agrees to comply with all applicable statutes and regulations regarding the listing and substitution of subcontractors, including, but not limited to, Public Contract Code Sections 4100, et seq., and Section 22164.

Each Offeror shall set forth in its proposal the name and location of the place of business address of each subcontractor who will perform work or labor or render service to the prime contractor in connection with the performance of the contract.

Offeror shall not assign any interest it may have in any Agreement with the Authority, nor shall Offeror assign any portion of the work under any such Agreement with a value in excess of one-half of one percent (1/2 of 1%) of Agreement price to be sub-contracted to any one other than these subcontractors listed in Form D in the "List of Subcontractors," except by prior written consent of Authority. Authority's consent to any assignment shall not be deemed to relieve Offeror of its obligations to fully comply with its obligations under its Agreement with the Authority. Offeror with its own forces shall perform minimum of ten percent (10%) calculated as a percentage of the total cost of the project under this Agreement. Offeror shall also include in its subcontract agreements the provisions of its Agreement with Authority including the stipulation that each subcontractor shall maintain adequate insurance coverage compatible to the insurance coverage required of the bidder.

AA. OFFEROR'S LICENSING REQUIREMENTS

In conformance with the current statutory requirements of Section 7028.15 of the Business and Professions Code of the State of California, regarding submission of a bid without a license, the Offeror shall provide as part of the proposal a valid State of California license number, class or type and date of expiration.

Furthermore, the Offeror shall ensure that all subcontractors fully comply with the appropriate licensing requirements. The Offeror shall also certify that all information provided and representations made in the proposal are true and correct, and made under penalty of perjury. Offerors shall provide this information on Form D, "List of Subcontractors" presented in the RFP. Failure to provide the information on the certification form or elsewhere as part of the Offeror shall render the Offeror nonresponsive to this solicitation and will result in the rejection of the proposal.

BB. PERMITS AND INSPECTION COSTS

Successful Offeror shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

CC. LIQUIDATED DAMAGES

In the event Offeror, after entering into an Agreement with the Authority, fails to complete the work within the time specified in the Agreement, the Offeror will be

required to pay the Authority the amount of **\$600 per calendar day** of delay as agreed to liquidated damages.

SECTION II: ADDITIONAL CONTRACTUAL EXHIBITS

SECTION II. ADDITIONAL CONTRACTUAL EXHIBITS

The following Exhibits will be attached to and incorporated into the signed Agreement resulting from this RFP.

A. SAFETY

The complete safety requirements for this RFP are included in Exhibit F, Safety Specifications. The Offeror will be required to demonstrate compliance with all requirements of the Safety Specifications after Notice to Proceed but prior to mobilization. These requirements include, but are not limited to, an onsite Health Safety and Environmental (HSE) representative to be present at all times during construction. The representative must have a current Board of Certified Safety Professionals (BCSP) certification and a minimum of five years of experience enforcing HSE compliance. BCSP certification requirements may be found at: <https://www.bcsp.org/Safety-Certifications>.

B. PERFORMANCE BOND

The successful Offeror shall furnish at its own expense a Performance Bond (Exhibit G) satisfactory to the Authority in the amount of one hundred percent (100%) of the full amount of the contract as a guarantee of good faith on behalf of the Offeror that the terms of the contract, including all warranty provisions, shall be complied with in every particular. The bond shall be issued by a corporation surety (not an individual surety) required in the state of California and registered to do business in the county of Orange. The bond shall not be issued from a corporation surety that requires a funds control, funds disbursement, or funds administration company for the issuance of the performance bond.

The bond shall specifically provide that if the Contractor, or its subcontractor, fails to fully perform that the surety or sureties will pay for the same in an amount not exceeding the amount specified in the bond and in case suit is brought against the Authority, that the surety will undertake the defense of same.

C. PAYMENT BOND

The successful bidder shall furnish a Payment Bond (Exhibit H) satisfactory to the Authority in the amount of one hundred percent (100%) of the full amount of the contract. Such bonds shall be in effect during the entire term of the contract and warranty and shall be issued directly by a corporate surety (not an individual surety) registered in the state of California and registered to do business in the county of Orange. The bond shall not be issued from a corporation surety that requires a funds control, funds disbursement, or funds administration company for the issuance of the performance bond.

The bond shall specifically provide that if the Contractor fails to pay for amounts due under the Employment Insurance Act that the surety or sureties will pay for

the same in an amount not exceeding the amount specified in the bond and in case suit is brought against the Authority, that the surety will undertake the defense of same.

Pursuant to California Civil Code sections 9550 through 9554, in conjunction with the Bond and Undertaking Law (Code of Civil Procedure sections 995.010, et. seq.), Bidders must provide the following information as part of their payment bond; a certificate of Authority from the Orange County Clerks Office indicating that the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed Authority has been granted.

D. GUARANTY

The successful Offeror shall also submit to the Authority the executed and notarized Guaranty form (Exhibit I) in this RFP.

All forms must be completed and submitted to the Contract Administrator responsible for this procurement within ten (10) calendar days of award notice by the Authority. Failure to submit the completed and signed forms will result in cancellation of the award.

E. CONTRACT CHANGE ORDER

The Authority's Contract Change Order form (Exhibit J) will be attached to and incorporated into the signed Agreement resulting from this RFP.

SECTION III: PROPOSAL CONTENT

SECTION III. 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 seventy-five (75) pages in length, excluding any appendices, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Megan Bornman, Senior Contract Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of Offeror, 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 Design-Build Team members including:
 - (1) Legal name of company and address;
 - (2) Contact person's name, address, phone number, and email address;
 - (3) State of California contractors license number, if applicable;
 - (4) Department of Industrial Relations (DIR) registration number, if applicable; and
 - (5) Relationship to Offeror, 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 120 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 Offeror; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide the business form of Offeror and any entities that will have joint and several liability under the Contract or will provide a guaranty (including any joint venture agreement, partnership agreement, operating agreement, articles of incorporation, bylaws or equivalent documents). If there were any material changes to the makeup of the Design-Build Entity or other information submitted as a part of the SOQ, Offeror shall identify that in this section.
- (2) The Offeror to provide a letter signed by each of its team (joint venture) members indicating that each member accepts joint and several liability for the obligations of the Offeror.
- (3) Provide a brief profile of the Design-Build Team participants, 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.
- (4) Describe the Design-Build Team'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.
- (5) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (6) 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.

- (7) Provide as a minimum three (3) references for each Design-Build Team participant for the projects cited as related experience. Offeror to 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. Authority's preference is references from outside the Design-Build Entity.

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 proposed key personnel that includes education, experience, and applicable professional credentials.
- (3) Describe the Offeror's general management, including roles, responsibilities, and interrelationships among design, construction, and quality personnel, as well as identified Subcontractors.
- (4) Organizational chart(s) showing:
 - (a) The "chain of command" identifying those responsible for performing the major functions and their reporting relationships.
 - (b) The reporting relationships and responsibilities of the Design-Build Team and any other firms.
 - (c) The reporting relationships and responsibilities of all Key Personnel.
- (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. Technical and Project Delivery Approach

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 technical and project delivery approach shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule. Offeror shall include narrative descriptions of the following:
 - (a) Design Management: Provide a comprehensive strategy for design which includes design review, utility conflict resolution, and the securing of third party approvals.
 - (b) Mobilization Strategy: Methodology being planned to mobilize for the Project, including timing, location(s), staffing requirements, and OCTA obligations.
 - (c) Construction Staging: A description of the Proposer's approach to the construction staging and sequencing of the Project.
 - (d) Risk Mitigation: Methodology and strategy being planned to mitigate various risk elements as identified by the Proposer on the Project.
 - (e) Safety Plan: The safety plan shall include a description of the roles and responsibilities of the safety personnel during the design and construction phases of the Project including and provide an implementation strategy to meet safety commitments and requirements during the design and construction of the Project.
 - (f) Quality Management Plan: Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project. The Quality Management Plan shall provide a description of Offeror's plan and approach to quality management

during all stages of the Project. The Quality Management Plan shall outline the systems that will be employed to ensure that the work is executed.

- (2) Offeror to provide a preliminary baseline schedule.
- (3) Offeror to provide the proposed design of the facility.
- (4) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (5) Offeror to include a narrative describing unique aspects and innovations included in the Offeror's design solutions that will benefit the project.

4. Price Proposal

In a separate sealed envelope, the Offeror shall submit proposed pricing to provide the required services described in Exhibit A, Scope of Work.

The price proposal shall include:

- (a) Price Summary Sheet: The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit E). It is anticipated that the Authority will issue a firm-fixed-price contract specifying firm-fixed-prices for individual tasks.
- (b) Proposal Bond: As described in Section I, Instructions to Offerors, paragraph X entitled "Proposal Security Form".
- (c) List of Subcontractors: As described Section I, Instructions to Offerors, paragraph Z entitled "Subcontractors and Assignments".

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. Form A - Required Forms Checklist

The Authority has prepared a checklist as a reminder of the documents required to be submitted with the Proposal.

2. Form B - 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.

3. Form C - Proposal Bond

The Offeror shall include the Proposal Bond with the price proposal in separate sealed envelope.

4. Form D - List of Subcontractors Form

Bidder shall complete Form D, which lists all subcontractors performing work in excess of one-half of one percent ($\frac{1}{2}$ of 1%) of the bid amount per the instructions set forth in Section I "Instructions to Bidders".

5. Form E - Campaign Contribution Disclosure Form

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution and submitted as a part of its proposal.

The prime contractor, subconsultants, lobbyists and agents are required to report all campaign contributions made from the proposal submittal date up to and until the Board of Directors makes a selection.

Offeror is required to report any campaign contributions made by the prime contractor, subconsultants, lobbyists and agents after the proposal submittal date, and up to the anticipated Board of Directors selection. The

offeror shall use the campaign contribution form for any additional reporting. The forms must be submitted at least 15 calendar days prior to the Transit Committee date on June 12, 2025 and sent via e-mail to the Contract Administrator.

6. Form F - 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.

7. Form G - Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) (No Form Required)

The Offeror shall include the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity provides notice to Offeror regarding the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications".

8. Form H – Offeror’s Certificate of Compliance – Workers’ Compensation Insurance

In conformance with current statutory requirements of Section 1860, et. seq., of the Labor Code of the State of California, Offeror shall execute the Offeror’s Certificate of Compliance Regarding Workers' Compensation Insurance.

9. Form I – Offeror’s Certificate of Compliance – Business and Professions Code Section 7028

Offeror shall execute the Offeror’s Certificate of Compliance Regarding State of California Business and Professions Code Section 7028.15.

10. Form J - Certification of Non-Collusion

This form requires the Offeror to certify that the bid is not collusive or a sham. This form is to be signed, dated.

11. Form K – Iran Contracting Certification

This form requires the Offeror to certify that the Offeror is not engaged in specified investment activities in the energy sector of Iran. (Required if the price proposal is equal to or greater than \$1,000,000).

SECTION IV: EVALUATION AND AWARD

SECTION IV. EVALUATION AND AWARD

A. RESPONSIVENESS EVALUATION

Upon receipt, the technical proposals will be reviewed by Authority to determine conformance to the RFP instructions regarding organization, format and responsiveness to the requirements set forth in the RFP.

The Authority reserves the right to waive minor informalities, irregularities, and apparent clerical mistakes that are unrelated to the substantive content of the Proposals at the Authority’s sole discretion

B. EVALUATION OF TECHNICAL AND PRICE PROPOSALS

Evaluation of the technical proposals will be completed before the price proposals are opened. After the technical proposals and price proposals are scored, the Total Proposal Score (TPS) will be determined for each proposal based on the formula set forth in Section IV, paragraph C “Best-Value Determination”, below.

C. BEST-VALUE DETERMINATION

The best-value determination will be based on a 100 point scale. The technical score will represent up to 70 points of the total score and the price score will represent up to 30 points of the total score. The determination of apparent best value shall be based on the highest TPS, computed based upon the following formula:

<p><i>Total Proposal Score</i> (max 100 points) = <i>Technical Score</i> (max 70 points) + <i>Price score</i> (max 30 points)</p>

The <i>technical score</i> will be based on the following formula:	
$\text{Technical score} = (\text{Technical} / \text{Highest Technical}) * 70$	
<p>Technical = Offeror’s technical proposal score</p>	<p>Highest Technical = Highest technical proposal score submitted by any offeror</p>

The <i>price score</i> will be based on the following formula:	
$\text{Price score} = (\text{Lowest Price} / \text{Price}) * 30$	
<p>Lowest Price = Lowest proposal price submitted by any Offeror</p>	<p>Price = Offeror’s proposal price</p>

D. EVALUATION CRITERIA – TECHNICAL PROPOSAL

The Authority will evaluate the technical proposals received based on the following criteria:

1. **Qualifications of the Offeror** **35%**
 Technical experience in performing work of a closely similar nature; strength and stability of the Design-Build Team; strength, stability, experience and technical competence of subcontractors; assessment by client references.
2. **Staffing and Project Organization** **30%**
 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; effectiveness of management organization, structure and responsibilities; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
3. **Technical and Project Delivery Approach** **35%**
 Depth of Offeror's understanding of Authority's requirements and overall quality of technical and project delivery approach; effectiveness of the general and design management approach and proposed facility design plan, mobilization strategy, construction staging, risk mitigation, the safety plan, and quality management plan; reasonableness of proposed baseline schedule; utility of suggested technical or procedural innovations.

E. EVALUATION CRITERIA - PRICE PROPOSAL

The Authority will open the price proposals once the evaluations of the Technical Proposals are complete.

The Authority will review and determine the price score. The Offeror's total cost and price score shall be compared to the lowest responsive proposal price submitted by any Offeror. The lowest responsive price will receive the total weighted value for this criterion (30 points) and the other proposals will be scored based on the formula in Paragraph B of this section.

F. 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 technical proposals using criteria identified in Section IV, paragraph D "Evaluation Criteria – Technical Proposal".

During the evaluation period, the Authority may interview some or all of the Offerors. The Authority has established April 8, 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 Offeror's proposal and qualifications.

Offerors may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the Offerors may be asked to provide additional information, confirm or clarify issues and submit a final price proposal. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Transit Committee, the Offeror with the highest TPS. The Transit Committee will review the evaluation committee's recommendation and forward its recommendation to the Board of Directors for final action.

G. AWARD

The Authority's Board of Directors will consider the selection of the firm(s) recommended by the Transit Committee.

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

Offeror acknowledges that the Authority's Board of Directors reserves the right to award this contract in its sole and absolute discretion to any Offeror to this RFP regardless of the evaluation committee's recommendation or recommendation of a Transit Committee.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected Offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

H. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via e-mail 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

DESIGN-BUILD SERVICES

FOR

HYDROGEN FUELING STATION AND

FACILITY MODIFICATIONS

AT GARDEN GROVE BUS BASE

11790 CARDINAL CIRCLE, GARDEN GROVE CA 92843

GENERAL SUMMARY OF WORK

The Orange County Transportation Authority (OCTA or AUTHORITY) owns, operates, and maintains the Garden Grove Bus Base located at 11790 Cardinal Circle, Garden Grove, CA 92843.

The AUTHORITY is seeking a qualified DESIGN-BUILD ENTITY (DESIGN-BUILD TEAM) to design, construct, and deliver a turnkey code-compliant Hydrogen Fueling Station and Facility Modifications (PROJECT) at its Garden Grove Bus Base. PROJECT preliminary plans are included herein as Attachment A. DESIGN-BUILD TEAM shall complete the design of the PROJECT, and obtain all required approvals from authorities having jurisdiction prior to proceeding with construction. DESIGN-BUILD TEAM shall deliver the PROJECT fully commissioned and ready for use, and meet all performance requirements through demonstrated performance testing. There is no scope split, the AUTHORITY shall not perform any work on the PROJECT.

The AUTHORITY requires hydrogen fueling for up to 100 fuel cell electric buses (FCEBs), with total daily fuel consumption of up to 3,000 kilograms. At the time of completion of station delivery and during the transition and training period, the AUTHORITY requires hydrogen fueling for up to 50 fuel cell electric buses (FCEBs), with total daily fuel consumption of up to 1,500 kilograms. The AUTHORITY requires that the hydrogen fueling station design be scalable to accommodate up to 150 FCEBs in the future with a total daily fuel consumption of up to 4,500 kilograms. PROJECT requirements include new hydrogen equipment and appurtenances generally consisting of a liquid hydrogen storage tank, two (2) hydrogen fuel dispensers, and all other hydrogen equipment and components required for the turnkey code-compliant Hydrogen Fueling Station. The liquid hydrogen storage tank shall be a 25,000-gallon tank with a service platform. The liquid hydrogen storage tank shall be manufactured and delivered completely equipped with a ready to use refrigerated controlled storage system inside the tank with piping stub-outs capped on the exterior of the liquid hydrogen storage tank ready for pipe connection and future use. The hydrogen fuel dispensers shall be able to completely fuel a FCEB with the required fill quantity of 30 kilograms in under 6 minutes from time of connecting dispenser to the FCEB until time of disconnecting dispenser from the FCEB. Each dispenser shall be capable of simultaneously fueling FCEBs in back-to-back rapid succession during an 8-hour time window; hydrogen fuel dispensers shall be configured to fuel separate buses simultaneously without one operating hydrogen fuel dispenser compromising the fueling performance of the other operating hydrogen fuel dispenser.

PROJECT requirements include a dedicated electrical service power feed and new electrical service equipment to support the hydrogen fueling station and all related items. Electrical service equipment generally consists of an SCE-compliant 1,600A 480V-3P meter switchboard with 480/208Y-120V transformer and 208Y-120V panelboard, standby generator with automatic transfer switch (ATS), the ATS shall be located inside meter

switchboard. SCE furnished and installed equipment are limited to a new transformer, new PME switch, and 12kV medium voltage primary power feed line to its electrical equipment.

PROJECT requirements include a FCEB defueling area equipped with a hydrogen defueling hose and vent stack. In addition, a dedicated 300A 480V-3P electrical service cabinet is required to accommodate contingent mobile hydrogen fueling operations.

PROJECT requirements include a maintenance platform to service OCTA bus fleet. The maintenance platform shall provide access to bus rooftop for maintenance and inspection purposes within the maintenance building.

PROJECT requirements include soil compaction grouting for the entire hydrogen fueling station and electrical equipment area to improve underlying soils. Earthwork generally consisting of excavation, trenching, grading, and all related work as required for delivery of the PROJECT. Reinforced concrete consisting of a raised foundation for the entire hydrogen fueling station and electrical equipment area, equipment footings, piers and pads to support and level up hydrogen fueling station and electrical equipment. Reinforced concrete pavement and flatwork related to new equipment, trenching, and new construction are required. Fencing and sliding gates, fire-rated masonry walls, and steel bollards are required to enclose the hydrogen fueling station and electrical equipment areas for safety and security purposes. Video surveillance system (VSS) cameras, LED area lighting, signage, painted striping and marking in areas generally related to new construction area also required for safety and security purposes. PROJECT requirements include all demolition work to deliver the PROJECT, and demolished material and equipment shall be legally disposed offsite.

New hydrogen detection systems and emergency shutdown system related to new equipment and other new construction are required and shall be integrated to existing systems. Battery backup systems are required for all electrical controls equipment including hydrogen gas and flame detection, VSS cameras, LED area lighting, and any other related equipment. Battery backup systems shall have required capacity to furnish bridging power during transition to standby generator power to avoid hydrogen fueling station and hydrogen dispenser alarm events at time of grid power outages. New data communications equipment and related work to facilitate and monitor all new systems associated with the hydrogen fueling station and dispenser performance are required and shall be integrated to existing systems. The hydrogen fueling station raised concrete foundation shall have an in-slab drainage gutter system. Service water hose bibs are required to support the hydrogen fueling station areas.

PROJECT requirements include facility modifications generally consisting of work at existing maintenance facilities including the fuel building, maintenance building, brake check building, canopy detail area, vehicle test station canopy, tire shop area affected by

the introduction of hydrogen system to the property. PROJECT facility modifications requirements include addition of new hydrogen flame detection systems, hydrogen gas detection systems, early warning systems, and all related items including integration into existing detection and alarm systems. Installation of new emergency stop devices and all related items including integration into existing emergency shut down systems are also required. Installation of indoor and outdoor signage, detection horn/strobe light assemblies, multi-color beacon light arrays at maintenance facilities are also required. PROJECT facility modifications requirements include upgrades to explosion-proof systems and components for existing video surveillance systems, LED area lighting, and all related items.

PROJECT requirements include startup and commissioning of the hydrogen fueling station, hydrogen fuel dispensers and all related equipment systems. Hydrogen purity testing to ensure fuel meets quality standards is required. Back-to-back performance testing to demonstrate the hydrogen fueling station's ability to refuel FCEB's per PROJECT requirements.

The AUTHORITY requires operations and fuel supply services during a training and transition period of 18 months after completion and acceptance of the PROJECT.

SCOPE OF WORK TASKS

DESIGN-BUILD TEAM shall commence work immediately upon receiving the Notice To Proceed (NTP). DESIGN-BUILD TEAM shall use diligence in completing the work in accordance with the Project Master Schedule, as required in Task 1.2 of this Scope of Work.

DESIGN-BUILD TEAM shall be responsible for all work associated with final design, permitting and approvals, equipment/material sourcing, construction/installation, training, and commissioning necessary to design, construct, and deliver a turnkey Hydrogen Fueling Station and Facility Modifications (PROJECT) at Garden Grove Bus Base, as described herein. DESIGN-BUILD TEAM shall provide operations and fuel supply services during a training and transition period of 18 months after completion and acceptance of the PROJECT.

DESIGN-BUILD TEAM shall furnish all services, supervision, labor, materials, supplies, tools, and equipment to provide a complete and finished product, unless noted otherwise. All materials, equipment, and any other related items to be constructed/installed shall be new.

In case of conflict, ambiguities, discrepancies, or errors or omissions among any of the items of work, DESIGN-BUILD TEAM shall submit the matters to the AUTHORITY for clarification. Any work affected by such conflicts, ambiguities, discrepancies, or errors or omissions which is performed by DESIGN-BUILD TEAM prior to clarification by the AUTHORITY shall be at DESIGN-BUILD TEAM's risk. Such conflicts, ambiguities, discrepancies, or errors or omissions among the references shall not give rise to a claim by DESIGN-BUILD TEAM for extra work unless DESIGN-BUILD TEAM can demonstrate that it has incurred additional expenses as a result thereof.

Task 1: Project Administration, Project Management, and Project Control

DESIGN-BUILD TEAM shall review Task 1 of this Scope of Work herein, and shall determine work/services they will offer related to Project Administration, Project Management, and Project Control; DESIGN-BUILD TEAM shall define the extent of work they are offering within their technical proposal, and include pricing for such work within their price proposal.

1.1. Project Administration, Coordination, Meetings, and Progress Reports

Project Administration and Coordination

DESIGN-BUILD TEAM shall provide overall project administration of the contract such as work assignments, meetings, invoices, and monthly progress reports. DESIGN-BUILD TEAM shall provide directions and overall supervision, including coordination with their subcontractors/subconsultants and vendors throughout the duration of the PROJECT.

Deliverables:

- Monthly Invoices – PDF distribution via email.

Project Meetings

DESIGN-BUILD TEAM shall participate in the following meetings:

- **Project Kickoff Meeting**: OCTA shall coordinate and conduct kickoff meeting. This meeting shall be held soon after issuance of the NTP. At a minimum, this meeting shall review PROJECT objectives and requirements, establish the communication plan and protocols, key delivery dates, and address other items as necessary to ensure successful PROJECT initiation. This meeting is anticipated to be held at OCTA Garden Grove Bus Base or OCTA Headquarters in City of Orange; this meeting is anticipated to have a duration of one (1) hour. This meeting shall require attendance of OCTA representatives and DESIGN-BUILD TEAM's Project Manager.
- **Project Status Meetings**: DESIGN-BUILD TEAM shall coordinate and conduct Project Status Meetings throughout the duration of the PROJECT; these meetings are anticipated to be held on a weekly basis, and shall be held at a minimum once every two weeks. At a minimum, DESIGN-BUILD TEAM shall provide the following during these meetings: a project status update, three-week look-ahead schedule, project design and/or construction issues and corresponding proposed solutions, new and outstanding action items, and any other related items. DESIGN-BUILD TEAM are anticipated to have a minimum of two (2) meetings during design phase to present design documents to OCTA, in place of typical status

meetings. Meetings during design phase are anticipated to be held at OCTA Headquarters in City of Orange, while meetings during construction phase are anticipated to be held at OCTA Garden Grove Bus Base; each meeting is anticipated to have a duration of one (1) hour. At a minimum, meetings shall require attendance of OCTA representatives and DESIGN-BUILD TEAM's Project Manager; meetings during construction phase shall also require attendance of DESIGN-BUILD TEAM's Project Superintendent.

- Project Pre-Construction Meeting: OCTA shall coordinate and conduct a pre-construction meeting. This meeting shall be held at least one (1) week prior to anticipated construction mobilization. At a minimum, this meeting shall review use of the premises, work restrictions and permitted working hours, responsibility for temporary facilities and controls, procedures for disruptions and shutdowns, construction waste management and recycling, staging and storage areas, health safety & environmental (HSE) compliance, inspections, and address other items deemed necessary prior to construction mobilization. This meeting shall be held at OCTA Garden Grove Bus Base and is anticipated to have a duration of one (1) hour. This meeting shall require attendance of OCTA representatives and DESIGN-BUILD TEAM's Project Manager, Project Superintendent, and Project HSE Representative, as required in Task 1.5 of this Scope of Work.

DESIGN-BUILD TEAM shall prepare and electronically distribute a meeting agenda, a minimum of two (2) working days prior to each meeting. A hard copy of meeting agenda per each attendee and one sign-in sheet shall be distributed at each meeting. DESIGN-BUILD TEAM shall be responsible for preparing all meeting materials, handouts, and presentation as required.

DESIGN-BUILD TEAM shall prepare and distribute to all attendees meeting minutes within three (3) working days of the meeting.

Deliverables:

- Meeting agendas – PDF distribution via email, and hard copies.
- Meeting sign-in sheets – One (1) hard copy for each meeting.
- Materials, handouts exhibit roll plots, boards, and presentations for each meeting (as required) – PDF distribution via email.
- Meeting minutes – PDF distribution via email.

Project Monthly Progress Reports

DESIGN-BUILD TEAM shall provide tracking of the actual progress relative to the Project Master Schedule, as required in Task 1.2 of this Scope of Work, and shall ensure that all significant completion dates of the PROJECT are being met.

DESIGN-BUILD TEAM shall prepare a Monthly Progress Report and submit to OCTA Project Manager no later than the tenth (10th) calendar day of the month following the month being reported. Monthly Progress Reports shall consist of a written narrative and an updated Project Master Schedule, and shall be based on physical percent complete, such as the number of drawings of deliverables completed or estimated progress toward completion. Progress Payments will be based upon percent complete of the major tasks identified.

The narrative portion of Monthly Progress Reports shall describe the overall progress of the work, discuss significant problems and present proposed corrective action and show the status of major changes. Monthly Progress Reports shall include updates on key milestone delivery, an updated Project Master Schedule, and percent complete detail for each task, particularly those worked during the reporting period.

If the latest completion time for a significant work item does not fall within the time allowed by the original Project Master Schedule, the sequence of work and/or duration shall be revised by DESIGN-BUILD TEAM until the resultant schedule indicates that all significant PROJECT completion dates will be met. If during the course of work, DESIGN-BUILD TEAM falls behind in overall performance in accordance with the current schedule, a project management meeting will be called to determine the cause. If the cause is found to be due to DESIGN-BUILD TEAM's performance, payment to DESIGN-BUILD TEAM may be withheld pending the submittal of an action plan outlining the steps which shall be taken to correct the identified delay(s).

Deliverables:

- Monthly Progress Reports – PDF distribution via email.

1.2. Project Master Schedule

The scheduling requirements for the PROJECT are to be considered and documented for a design-build period of twenty-four (24) calendar months including completion of required performance testing and project closeout, and a training and transition period totaling eighteen (18) calendar months including operations and fuel supply services. Project Master Schedule (PMS) shall be in conformance with terms of executed contract.

DESIGN-BUILD TEAM shall submit to OCTA the PMS for the PROJECT within seven (7) calendar days of NTP, which shall be based on the schedule provided by DESIGN-BUILD TEAM in their proposal. DESIGN-BUILD TEAM shall allow a minimum of seven (7) calendar days for OCTA review process. DESIGN-BUILD TEAM shall address the comments and submit to OCTA for acceptance the revised PMS within seven (7) calendar days from receipt of OCTA comments. At a minimum, the PMS shall include tasks that have been specified within this Scope of Work, and shall identify the critical path. Inclusions of additional critical path items are to be added as necessary. The order sequence and interdependence of significant work items shall be reflected on the PMS. The PMS shall reflect the various levels of reviews for submittals. The PMS shall include:

- PROJECT milestones and delivery of PROJECT Deliverables.
- Reviews of PROJECT documents/deliverables by OCTA, City of Garden Grove, and other AHJ.
- Work items of agencies and other third parties that may affect or be affected by DESIGN-BUILD TEAM's activities.

The following list of tasks shall be used to develop the PMS.

- Task 1: Project Administration, Project Management, and Project Control
- Task 2: Authorities Having Jurisdiction, Design Criteria, Code and Regulatory Compliance, Safety Requirements, and Site Conditions
- Task 3: Architectural & Engineering Design
- Task 4: Construction – Site Coordination and Mobilization
- Task 5: Construction – Demolition, Earthwork, Soil Compaction Grouting, and Concrete Placement
- Task 6: Construction – Dedicated Electrical Power Feed and Electrical Service Equipment
- Task 7: Construction – Hydrogen Equipment
- Task 8: Construction – Fire-Rated Walls, Fencing, Sliding Gates, and Safety Bollards
- Task 9: Construction – LED Area Lighting, Video Surveillance System (VSS) Cameras, Signage, Paint Striping and Markings
- Task 10: Construction – Hydrogen Detection Systems, Emergency Shutdown Systems, and Battery Backup Systems
- Task 11: Construction – Maintenance Platform
- Task 12: Inspections, Tests, Startup and Commissioning
- Task 13: Training – Safety, Operations, and First Responder
- Task 14: Back-to-Back Performance Testing and Performance Data
- Task 15: Project Closeout – Project Documentation Package, As-Builts, Warranty

- Task 16: Operations and Fuel Supply Services During Training and Transition Period
- Task 17: All Other Work

The PMS will become the baseline schedule, after approval by OCTA. DESIGN-BUILD TEAM shall provide monthly PMS updates as part of Monthly Progress Reports, as required in Task 1.1 of this Scope of Work, which shall be utilized to compare actual progress against the baseline schedule. If at any point DESIGN-BUILD TEAM falls more than a month behind the baseline schedule, DESIGN-BUILD TEAM shall propose a recovery plan to OCTA for consideration.

Deliverables:

- Draft PMS – PDF distribution via email.
- Final PMS – PDF distribution via email.

1.3. Project Key Personnel

As required in Section III. Proposal Content of this RFP package, DESIGN-BUILD TEAM shall identify key personnel related to the PROJECT. At a minimum, roles of Project Manager, Project Superintendent, and Project Health, Safety, and Environmental (HSE) Representative shall be assigned to facilitate work throughout all different phases of the PROJECT.

Project Manager

DESIGN-BUILD TEAM shall designate a responsible person as Project Manager to manage, oversee, and delegate all authorized work. Project Manager is expected to be the direct responsible charge throughout all phases of the PROJECT. Project Manager is anticipated to visit the site daily during construction, to verify the work is proceeding per approved project documents.

Project Superintendent

DESIGN-BUILD TEAM shall designate a responsible person as Project Superintendent who is in direct responsible charge of the work at the PROJECT site. Project Superintendent must be present, at all times, at the PROJECT site when construction work is in progress.

Project Health, Safety, and Environmental (HSE) Representative

As required in Exhibit E. Safety Specifications of this RFP package, DESIGN-BUILD TEAM shall designate a qualified On-Site HSE Representative; resume of proposed On-Site HSE Representative shall be provided to OCTA for review and

approval. Approved HSE Representative must be present, at all times, at the PROJECT site when construction work is in progress. DESIGN-BUILD TEAM's designated HSE Representative is a key position and shall attend the Pre-Construction Meeting, as required in Task 1.1 of this Scope of Work.

Deliverables:

- Project HSE Representative's Resume – PDF distribution via email.

1.4. Quality Management Plan (QMP), Quality Assurance/Quality Control (QA/QC)

DESIGN-BUILD TEAM shall implement and maintain its QMP, as required in Section III. Proposal Content of this RFP package; QMP shall be in effect during the performance of DESIGN-BUILD TEAM's services, throughout the duration of the PROJECT. QMP is anticipated to provide comprehensive quality control (QC) processes and procedures that outline the checking procedures to be performed on preparation of reports, calculations, drawings, specifications, reviews and management systems, and quality assurance (QA) for internal surveillances and audits, including any subcontractors/subconsultants, to maintain product quality, schedule, and budget adherence.

QMP shall clearly identify the name and title of DESIGN-BUILD TEAM's QA/QC manager and personnel performing the QA/QC for this project.

DESIGN-BUILD TEAM shall certify each deliverable as being prepared and checked in accordance with the DESIGN-BUILD TEAM's QMP and have been found to meet the quality objectives set forth therein. DESIGN-BUILD TEAM QA/QC certification shall be in writing on a form furnished by OCTA and shall be signed by DESIGN-BUILD TEAM's QA/QC manager and DESIGN-BUILD TEAM's Project Manager. Deliverables received by OCTA without DESIGN-BUILD TEAM QA/QC certification may be returned without review by OCTA.

DESIGN-BUILD TEAM shall expect that City of Garden Grove, other Authorities Having Jurisdictions (AHJ), and third parties affected by the PROJECT construction may request to review deliverables submitted by DESIGN-BUILD TEAM during the PROJECT; however, review of deliverables by these parties does not relieve DESIGN-BUILD TEAM's responsibility of maintaining QA/QC and meeting all applicable federal/state/local agencies' standards, procedures, and requirements.

Deliverables:

- QA documents for each submittal – PDF distribution and hard copy.

1.5. All Other Work

All Other Work related to Task 1: Project Administration, Project Management, and Project Control that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 1.1 through Task 1.4 of this Scope of Work.

- All Other Work, related to Task 1: Project Administration, Project Management, and Project Control, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 1.5 of this Scope of Work or another appropriate existing task of this Scope of Work.

Task 2: Authorities Having Jurisdiction, Design Criteria, Code and Regulatory Compliance, Hazard Analysis, Safety Requirements, and Site Conditions

DESIGN-BUILD TEAM shall review Task 2 of this Scope of Work herein, and shall determine work/services they will offer related to Authorities Having Jurisdiction, Design Criteria, Code and Regulatory Compliance, Hazard Analysis, Safety Requirements, and Site Conditions; DESIGN-BUILD TEAM shall define the extent of work they are offering within their technical proposal, and include pricing for such work within their price proposal.

2.1. Authorities Having Jurisdiction

Authorities Having Jurisdiction (AHJ) related to the PROJECT includes, but not limited to, the following:

- City of Garden Grove
- Orange County Fire Authority (OCFA)
 - Responsible for fire protection services for the City of Garden Grove
- Orange County Healthcare Agency (OCHA)
 - Serves as local Certified Unified Program Agency (CUPA)
 - Hazardous Material Disclosure (HMD)
 - Business Emergency Plan (BEP)
 - Hazardous Waste (HW)
 - Underground Storage Tank (UST)
 - Aboveground Storage Tank (AST)
 - California Accidental Release Prevention (CalARP)
- Southern California Air Quality Management District (SCAQMD)
- Southern California Edison (SCE)
- Other Utility Companies
- Federal Transit Administration (FTA)

AHJ Coordination – General Summary

DESIGN-BUILD TEAM shall coordinate, cooperate, and/or consult with OCTA and AHJ throughout the duration of the PROJECT. DESIGN-BUILD TEAM shall include OCTA to all communications with AHJ. DESIGN-BUILD TEAM shall ensure the PROJECT's design and construction are in compliance with all procedures and requirements of OCTA and AHJ.

DESIGN-BUILD TEAM shall coordinate with City of Garden Grove and utility companies to determine if utility lines impacted by the PROJECT, if any, requires relocation. DESIGN-BUILD TEAM shall collect, verify, and map existing conditions available; if necessary, DESIGN-BUILD TEAM shall perform potholing related to existing utilities within PROJECT limits for confirmation and determination of any needs of relocations. All necessary utility relocations and related work shall be part of PROJECT, and shall be included in DESIGN-BUILD TEAM's design.

- Per Attachment A: Project Preliminary Plans, hydrogen equipment area associated with liquid hydrogen storage tank will be situated near multiple SCE pole-mounted transformers, along Cardinal Circle; these transformers may have an impact on the PROJECT, due to potential arching event and presence of gaseous hydrogen coming off vent stacks in the general vicinity. DESIGN-BUILD TEAM shall coordinate and consult with SCE, which shall include discussion for potential installation of non-conductive fiberglass barriers or other work to prevent electric arcs shooting towards the gaseous hydrogen vent stacks and other hydrogen equipment.

Project Plan Check: DESIGN-BUILD TEAM shall be responsible for obtaining plan check approval and paying for all plan check fees to City of Garden Grove and other AHJ, as required in Tasks 3.2 and 3.3 of this Scope of Work.

Project Permitting: DESIGN-BUILD TEAM shall be responsible for obtaining all construction permits and paying for all construction permits fees to City of Garden Grove and other AHJ, as required in Task 4.1 of this Scope of Work. If required by City of Garden Grove and other AHJ, DESIGN-BUILD TEAM shall complete all necessary changes in the plans or specifications, at their own expense, to obtain the required permits. DESIGN-BUILD TEAM shall obtain and include/pay costs for City of Garden Grove business licenses.

Deliverables:

- Project Plan Check Approval – PDF distribution via email.
- Project Construction Permit – PDF distribution via email.
- PDF of project related communications by DESIGN-BUILD TEAM with all AHJ, that may impact the PROJECT.

Dedicated Electrical Power Feed/Service Coordination

DESIGN-BUILD TEAM shall be responsible for coordinating with SCE the delivery of a dedicated electrical power feed/service to support the hydrogen fueling station. OCTA will assist to the extent required as the owner-occupant of the site address.

- OCTA shall be the customer of record with SCE.
- OCTA has initiated application for SCE's Rule 16 electrical power service option. Upon request, OCTA shall provide DESIGN-BUILD TEAM with communications to date with SCE related to the dedicated electrical power service application.

DESIGN-BUILD TEAM shall be responsible for all SCE-related fees associated with the design and construction of the PROJECT.

Deliverables:

- PDF of all project related communications by DESIGN-BUILD TEAM with SCE.
- Draft SCE Service Plan – PDF distribution.
- Final SCE Service Approval – PDF distribution and two (2) hard copies.

2.2. Design Criteria, Code and Regulatory Compliance, Hazard Analysis

The PROJECT shall be designed and constructed, at a minimum, in accordance to codes and standards listed below. All applicable codes and standards shall be the most recent versions, as published by issuing organization at time of contract award.

- California Building Code (CBC), California Electrical Code (CEC), California Mechanical Code (CMC), California Fire Code (CFC)
- National Fire Protection Association (NFPA) 2, NFPA 30A, NFPA 52, NFPA 55, NFPA 70
- Society of Automotive Engineers (SAE)
- American Society of Mechanical Engineers (ASME)
- American National Standards Institute (ANSI)
- Compressed Gas Association (CGA) G-5.5
- All codes and standards adopted by reference within the above list.

Applicable codes, regulations, and standards adopted by OCTA and all appropriate AHJ shall govern minimum requirements for this PROJECT. Where codes, regulations, and standards conflict with the contract documents, these conflicts shall be brought to the immediate attention of OCTA Project Manager.

Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS)

DESIGN-BUILD TEAM shall prepare HMMP and HMIS, pursuant to CFC Sections 5001.5.1 and 5001.5.2, respectively; HMMP and HMIS shall be submitted to OCTA and OCFA for acceptance.

Process Safety Management (PSM) Requirements of CAL/OSHA

DESIGN-BUILD TEAM is responsible for ensuring compliance with the Cal/OSHA §5189, Process Safety Management of Acutely Hazardous Materials standards. All compliance activities shall be documented as required by the regulations.

PSM elements including Process Safety Information, Process Hazard Analysis, Pre-Startup Safety Review, Safe Operating Procedures, and the Mechanical Integrity procedures shall be provided by DESIGN-BUILD TEAM to OCTA in advance of the system being fully commissioned and made ready for fueling buses.

- DESIGN-BUILD TEAM shall conduct a Pre-Startup Safety Review prior to introducing hazardous materials on-site (e.g., hydrogen gas or liquid), which includes field verification of critical process documentation (e.g., P&ID) against as-built conditions.
- DESIGN-BUILD TEAM to conduct Hazard Analysis per NFPA 2 (Hydrogen Technologies Code). Extent, detail, and effort of Hazard Analysis shall, at a minimum, be consistent with industry specific HAZOP or HAZID best practices. Format shall consist of initial meeting(s), followed by formal report and recommendations. DESIGN-BUILD TEAM to seek a qualified third-party facilitator to manage and conduct Hazard Analysis. DESIGN-BUILD TEAM to ensure all recommendations are concluded, as a prerequisite to commissioning and startup.

DESIGN-BUILD TEAM shall serve as the system expert and shall provide training and certification, in conjunction with Task 13.1 of this Scope of Work, to OCTA staff in compliance with §5189(g) <https://www.dir.ca.gov/title8/5189.html>.

Deliverables:

- PSM Requirements Documentation – PDF distribution via email.

SAE Standards

The hydrogen fueling station and hydrogen supplies shall be compliant with SAE J2601-2 (2023) fueling protocol, SAE J2799 FCEB to station communications, and SAE J2719 fuel quality standards. In order to ensure that the fuel meets quality

standards, DESIGN-BUILD TEAM shall conduct fuel purity tests related to the commissioning phase of the PROJECT, as required in Task 12.1 of this Scope of Work, and prior to filling any of OCTA's buses.

Ventilation Requirements

Per NFPA 2 mechanical exhaust or fixed natural ventilation shall be at a rate of not less than 1 scf/min/ft² of floor area; per guidelines, 5 air changes per hour (ACH) is required at the maintenance building.

DESIGN-BUILD TEAM shall provide services to furnish a Testing, Adjusting, and Balancing (TAB) Report for ventilation system at the maintenance building.

Deliverables:

- TAB Report – PDF distribution via email

Noise Ordinance

DESIGN-BUILD TEAM shall ensure compliance with all applicable local noise ordinances. If necessary or requested by City of Garden Grove or other AHJ, DESIGN-BUILD TEAM shall provide noise measurement data at DESIGN-BUILD TEAM's expense.

2.3. Safety Requirements

Hydrogen Safety Plan and Review

DESIGN-BUILD TEAM shall contact the Pacific Northwest National Laboratory (PNNL) or Center for Hydrogen Safety's Hydrogen Safety Panel (HSP) to discuss the PROJECT prior to submitting their proposal, and provide evidence of such contact in their proposal; evidence may include copy of emails. Available contact information– Nick Barilo of HSP: NickB@aiche.org.

DESIGN-BUILD TEAM shall develop a Hydrogen Safety Plan that addresses all aspects of hydrogen safety related to the hydrogen fueling infrastructure being developed and installed as part of this PROJECT.

The Hydrogen Safety Plan must describe the DESIGN-BUILD TEAM's work and activities to ensure safety protocols are followed in all aspects of the PROJECT and include methodology and evaluation procedures for performing a hazard analysis. The Hydrogen Safety Plan must include a detailed description of how DESIGN-BUILD TEAM will address the following:

- Adhere to the National Fire Protection Association (NFPA) 2, Hydrogen Technologies Code 2023 edition.
- Provide safety training for the hydrogen fueling infrastructure's initial operation and safety training for all operators and first responders.

DESIGN-BUILD TEAM is encouraged to download and use the following documents to assist in developing their hydrogen safety plans:

- "Safety Planning for Hydrogen and Fuel Cell Projects," January 2020 (https://h2tools.org/sites/default/files/Safety_Planning_for_Hydrogen_and_Fuel_Cell_Projects.pdf), and
- "Example Safety Plan for Hydrogen and Fuel Cell Projects," September 2020 (https://h2tools.org/sites/default/files/2020-10/Example_Hydrogen_Safety_Plan_September_2020.pdf).

DESIGN-BUILD TEAM shall submit a preliminary Hydrogen Safety Plan to HSP for review; safety plan review is estimated to have an 8-week duration. DESIGN-BUILD TEAM shall prepare a final Hydrogen Safety Plan, addressing HSP's assessment and related comments.

DESIGN-BUILD TEAM shall also participate in an early design review with HSP, by submitting DESIGN-BUILD TEAM's preliminary design to HSP for review.

All charges incurred by HSP staff will be the sole responsibility of DESIGN-BUILD TEAM to pay.

OCTA Level 3 Health, Safety, and Environmental (HSE) Specifications

DESIGN-BUILD TEAM shall comply with all OCTA Health, Safety and Environmental requirements, as required in Exhibit E. Safety Specifications of this RFP package, and all other requirements set forth by terms of executed contract.

Deliverables:

- All required submittals per OCTA Level 3 HSE Specifications – PDF distribution via email.

2.4. Site Conditions

Project Site Review

DESIGN-BUILD TEAM shall collect and review existing data and information relevant to the PROJECT, including available public records from City of Garden Grove and other AHJ. Upon request, OCTA shall provide available as-built documentation and any other related items that may impact the PROJECT.

- All record information provided by OCTA is for reference only. DESIGN-BUILD TEAM.

DESIGN-BUILD TEAM shall conduct site visit(s) to field verify all existing conditions at the PROJECT site that may affect the design and construction of the PROJECT; site visits shall be coordinated by DESIGN-BUILD TEAM in a timely manner with OCTA. DESIGN-BUILD TEAM shall prepare a Site Visit Report, for each site visit, which shall include photos and descriptions detailing existing conditions and site observations; Site Visit Reports shall be submitted to OCTA within three (3) working days after site visit.

- Existing improvements observed during site visits are to be taken into consideration for design, engineering, and construction impacts. Relocation, demolition, or modification of existing improvements which can be identified visually are to be considered within scope.

Deliverables:

- Site Visit Report – PDF distribution via email.

Survey and Mapping

Please refer to Attachment A: Project Preliminary Plans, which includes a Topographic Site Plan (2024) consisting of survey and mapping information related to the project site.

Geotechnical Engineering

Please refer to Attachment B: Project Geotechnical Report for a project-specific geotechnical investigation recently performed at the project site (2024). DESIGN-BUILD TEAM shall review the provided geotechnical report, which provides conclusions and recommendations related to geologic and geotechnical matters, structure foundations and shall be included in the design and construction of the PROJECT.

2.5. All Other Work

All Other Work related to Task 2: Authorities Having Jurisdiction, Design Criteria, Code and Regulatory Compliance, Hazard Analysis, Safety Requirements, and Site Conditions that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 2.1 through Task 2.4 of this Scope of Work.

- All Other Work, related to Task 2: Authorities Having Jurisdiction, Design Criteria, Code and Regulatory Compliance, Hazard Analysis, Safety Requirements, and Site Conditions, as defined to be offered by DESIGN-

BUILD TEAM in their proposal shall be amended to either Task 2.5 of this Scope of Work or another appropriate existing task of this Scope of Work.

Task 3: Architectural & Engineering Design

DESIGN-BUILD TEAM shall review Task 3 of this Scope of Work herein, and shall determine work/services they will offer related to Architectural & Engineering Design; DESIGN-BUILD TEAM shall define the extent of work they are offering within their technical proposal, and include pricing for such work within their price proposal.

Project Information, Requirements, and Specifications

PROJECT preliminary plans are included herein as Attachment A. DESIGN-BUILD TEAM shall complete the design of the PROJECT, and obtain all required approvals from authorities having jurisdiction prior to proceeding with construction.

In conjunction with PROJECT preliminary plans, Tables 1 through 3 below provides project related information, requirements, and specifications.

Table 1: Fuel Cell Bus Specifications (100 Buses in Fleet)

Characteristic	Specification	Notes
Volume of Hydrogen Stored, per Bus	56.5 cu. ft. 1,600 L	
Mass Stored, per Bus	37.5 kg	Nominal Working Pressure (NWP) at 35 MPa and 15 °C
Fill Pressure, per Bus	38 MPa	Settled pressure at 35 MPa
Usable Mass, per Bus	36 kg	95% to 96%
Number of Cylinders, per Bus	5	320 L each
Cylinder Type Category	Type 4	
Fuel Economy	7 to 8 mi/kg	Varies: Route, Speed, HVAC
Daily Use, per Bus	210 to 240 mi	
Daily Fuel Consumption, per Bus	30 kg	
Fleet Daily Fuel Consumption (100 Buses)	Up to 3,000 kg	
Fleet Annual Fuel Consumption (100 Buses)	Up to 1,095,000 kg	
Fueling Receptacle	TN1 HF with IrDA communication	

Note: Values within Table 1 above are estimates; actual performance shall depend on actual bus characteristics and ambient conditions.

Table 2: Hydrogen Fueling Station Requirements		
Characteristic	Specification	Notes
Hydrogen Supply	Liquid	Delivered to facility
Liquid Hydrogen Storage	25,000 gal	
Usable Hydrogen Supply		Percentage of storage capacity
High-Pressure Gaseous Storage		(Quantity, kg.)
High-Pressure Storage Vessels		(Quantity, number of vessels)
High-Pressure Storage Maximum Pressure		(Bar) ASME Standard
Hydrogen Dispenser	Two (2)	SAE J2601-2 (2023) H35-HD Fast-fill; dispensers shall be capable to fill simultaneously
Hydrogen Dispenser Make and Model		
Hydrogen Dispenser Accuracy	+/- 3% or better	
Hydrogen Dispenser Nozzle	WEH TK16-HF	120 g/sec max flow rate
Infrared Communications/ Grounding	IrDA	Nozzle interface with TN1 HF receptacle
Pump(s)/Compressor(s)		(Quantity) Equipment shall provide redundancy
Pump/Compressor Make and Model		
Pump/Compressor Flowrate		(Kg/hr)
Pump/Compressor Inlet Pressure		(Bar)
Pump/Compressor Capacity		(Kg/hr)

Note: Hydrogen Fueling Station requirements and specifications are noted within Table 2 above. DESIGN-BUILD TEAM shall be responsible to complete Table 2 above by obtaining further specifications, not provided within the table, that is required to deliver the PROJECT.

Table 3: Peak Fueling Performance Requirements		
Characteristic	Requirement	Notes
Fueling Time, per Bus	Under 6 minutes	From point of connecting dispenser to the bus until point of disconnecting dispenser from the bus.
Bus fills per hour per dispenser	6 Buses/hr, back-to-back fueling in rapid succession	Fill quantity: 30 kg
State of Charge (SOC)	>95% SOC at settled pressure	Target is 350 Bar at settled pressure
Bus Fueling Window Time Period	6:00 pm to 2:00 am	

In conjunction with PROJECT preliminary plans, the following requirements and specifications shall be incorporated in the PROJECT:

- Demolition, Earthwork, Soil Compaction Grouting, and Concrete Placement related work shall be provided by DESIGN-BUILD TEAM.
 - All demolition work and any other related work required to allow delivery of the PROJECT shall be provided.
 - Demolition of existing 8-ft-high CMU wall and existing sliding gate along the northern property line, to allow for subsequent construction, shall be provided.
 - Demolition of existing concrete pavements, to allow for subsequent construction, shall be provided; existing concrete pavements are generally 10-in thick.
 - Demolition of other existing items including, but not limited to, concrete flatwork and light poles, to allow for subsequent construction, shall be provided.
 - Demolition work shall be in compliance with City of Garden Grove and other AHJ requirements.
 - All construction and demolition debris shall be removed from the site and legally disposed offsite.
 - All earthwork required to allow delivery of the PROJECT shall be provided including excavation, trenching, grading, backfill, import, export, and any other related work.
 - Earthwork shall be in compliance with Attachment B: Project Geotechnical Report, City of Garden Grove, and other AHJ requirements and recommendations.
 - Soil Compaction Grouting work shall be provided to address liquefaction hazard at the PROJECT site.
 - Soil Compaction Grouting work shall be in compliance with Attachment B: Project Geotechnical Report requirements and recommendations.
 - All concrete placement work and any other related work required to allow delivery of the PROJECT shall be provided.
 - New reinforced concrete shall be provided including elevated slab/raised foundation for the entire hydrogen fueling station and electrical equipment areas, equipment footing/piers and pads to support and level up hydrogen fueling station equipment and electrical service equipment, pavements and flatwork related to trenching and new equipment.
 - Elevated slab/raised foundation areas shall be designed in a manner to ensure no pooling or trapping of stormwater or condensation occurs. Correction of such improvements shall be considered within scope.
 - Elevated slab/raised foundation areas related to the hydrogen fueling station shall have an in-slab drainage gutter system, with the intent to catch condensate coming off liquid hydrogen pipe and equipment; the in-slab drainage gutter system shall

- include a drain pipe that shall be connected to existing storm drain, and shall have an accessible shut-off valve.
 - New concrete pavements and flatwork shall match existing, at a minimum.
 - New reinforced concrete shall be provided including foundations to support fire-rated walls, fencing, sliding gates, and safety bollards.
- Dedicated Electrical Power Feed and Electrical Service Equipment related work to support the hydrogen fueling station shall be provided by DESIGN-BUILD TEAM, with the exception of related work to be provided by SCE.
 - SCE furnished and installed equipment are generally limited to a new transformer, new PME switch, and 12kV medium voltage primary power feed line to its electrical equipment.
 - All work outside of SCE's scope of work related to the dedicated electrical service shall be provided by DESIGN-BUILD TEAM.
 - 1,600A 480V-3P SCE-compliant meter switchboard with 480/208Y-120V transformer and 208Y/120V-3P-4W panelboard shall be provided by DESIGN-BUILD TEAM.
 - 1,000 kW 480V-3P diesel-powered standby generator with automatic transfer switch (ATS) shall be provided by DESIGN-BUILD TEAM.
 - Standby generator shall be SCAQMD Tier 4 generator and shall meet SCAQMD requirements.
- Hydrogen Equipment related work shall be provided by DESIGN-BUILD TEAM.
 - Non-propriety equipment and components are preferred by OCTA and shall be considered by DESIGN-BUILD TEAM in their design; non-propriety equipment and components are preferred due to benefits related to maintenance and repairs, including material availability.
 - Liquid hydrogen storage tank shall be provided.
 - Liquid hydrogen storage tank shall be a 25,000-gallon tank with a service platform, equipped with railings and access steps at two directions.
 - Liquid hydrogen storage tank shall be manufactured and delivered completely equipped with a ready to use refrigerated controlled storage system inside the tank with piping stub-outs capped on the exterior of the liquid hydrogen storage tank ready for pipe connection and future use.
 - The interface between the liquid hydrogen storage tank and the delivery trailer shall be adaptable to accept fuel supply from multiple competing fuel suppliers
 - Two (2) Hydrogen Fuel Dispensers shall be provided.
 - Hydrogen fuel dispensers shall be pressure class H35 (35 MPa NWP) with a maximum operating pressure of 43.8 MPa, in accordance with SAE J2601-2 (2023). Hydrogen fuel dispensers shall be equipped with a WEH TK16-HF (High Flow) Nozzle.
 - Hydrogen fuel dispensers and fueling nozzles shall provide infrared communication (IrDA) and grounding interfaces with the TN1 HF receptacle on buses, so that only two connections are made between

- a fuel dispenser and a bus, one for grounding and the other to connect a fuel dispenser to a bus.
 - Hydrogen fuel dispensers shall have simultaneous fueling capabilities.
- Piping Bundle and Hydrogen Piping shall be provided.
 - Piping bundle shall include all related components from hydrogen equipment area associated with liquid hydrogen storage tank to the fuel building for hydrogen dispensing equipment.
 - Hydrogen piping shall include all related components to allow for fully operational hydrogen fueling station.
- All Other Hydrogen Equipment and Components required for the turnkey code-compliant Hydrogen Fueling Station shall be provided.
 - Other hydrogen equipment and components may include, but not limited to, pumps/compressors, vaporizers, gaseous storage vessels, priority control unit/valve panel, control and power container, inert gas/nitrogen purge tank, precooling system.
 - Redundancy of equipment shall be considered by DESIGN-BUILD TEAM and discussed with OCTA, if necessary, which shall be subject for approval by OCTA.
- Defueling Area shall be provided as a designated space to defuel hydrogen from a FCEB without venting to the atmosphere.
 - Defueling area shall have a minimum area of 15-feet by 40-feet.
 - Defueling area shall be equipped with a defueling hose and vent stack, which shall be incorporated with gaseous hydrogen recovery system for refueling. Defueling hose shall be of sufficient length to easily connect to a bus defuel receptacle.
 - Defueling area shall be equipped with a pressure regulator to monitor and control the pressure control flow.
 - Defueling area shall meet City of Garden Grove and other AHJ requirements, including clearances and sign requirements.
- Mobile Hydrogen Fueling Trailer Area shall be provided as a designated space that shall be capable to support mobile hydrogen fueling trailers.
 - Mobile hydrogen fueling trailers, which are self-contained trailers (typically 1,000 kg) that include dispenser(s), hydrogen detection systems, and other related items are anticipated for future use and to be designed accordingly.
 - Mobile hydrogen fueling trailer area shall be equipped with an electrical NEMA 3R cabinet, which will house 300A 480V-3P circuit breaker, receptacle, grounding terminal, 30-foot long power cord with plugs on both ends, to accommodate contingent mobile hydrogen fueling operations.
- Service Water Hose Bibs shall be provided.
 - Service water hose bibs to support the hydrogen fueling station shall be appropriately located in the general vicinity of hydrogen equipment area associated with the liquid hydrogen storage tank,

- and in the general vicinity of defueling and mobile hydrogen fueling trailer areas, at a minimum.
- Fire-Rated Walls, Fencing, Sliding Gates, and Safety Bollards related work shall be provided by DESIGN-BUILD TEAM.
 - Fire-rated walls shall be provided
 - 2-hour fire-rated CMU wall along the northern property line for work related to the electrical equipment area, the hydrogen equipment area, the defueling area, and the mobile hydrogen fueling trailer area shall be provided.
 - 2-hour fire-rated CMU walls between electrical equipment area and hydrogen equipment area associated with liquid hydrogen storage tank, and along southern perimeter of electrical equipment area shall be provided.
 - 2-hour fire-rated CMU wall shall be 15-ft in height.
 - Fire-rated walls shall be provided as required by NFPA and other regulatory codes.
 - Fencing and sliding gates shall be provided to enclose hydrogen fueling station areas and restrict access to authorized personnel only.
 - Fencing and sliding gates, with a lock and key system, shall be provided along the perimeter of the hydrogen equipment area associated with liquid hydrogen storage tank, in areas not occupied by fire-rated walls.
 - Fencing and a sliding gate, with a lock and key system, shall be provided along the perimeter of the electrical equipment area, in areas not occupied by fire-rated walls.
 - Fencing and a sliding gate, with a lock and key system, shall be provided at location adjacently north of the fuel building related to hydrogen equipment.
 - DESIGN-BUILD TEAM shall reference the following fencing system as the basis of design: ClearVu Invisible Wall (<https://www.cochraneglobal.com/clearvu-invisible-wall/>)
 - New sliding gate along the northern property line shall be provided to replace existing sliding gate. New sliding gate shall be of like-kind material and system to the existing sliding gate system being replaced, which shall be subject for review and approval by OCTA.
 - Safety bollards shall be provided.
 - Safety bollards shall be appropriately located, generally along new perimeter walls, fencing, and gates related to the electrical equipment area and the hydrogen equipment area associated with liquid hydrogen storage tank.
 - Safety bollards shall be appropriately located, generally along new fencing and gates related to the hydrogen equipment area adjacently north of the fuel building.
 - Safety bollards shall be 6-inch in diameter and spaced 4-foot center-to-center. Safety bollards shall be of steel pipe material and protected from corrosion.

- Removable safety bollards along sliding gate locations shall be provided.
- LED Area Lighting, Video Surveillance System (VSS) Cameras, Signage, Paint Striping and Markings related work shall be provided by DESIGN-BUILD TEAM.
 - Explosion-proof LED area lighting shall be provided to support hydrogen fueling station areas and related electrical equipment area.
 - Minimum lamination at any point within hydrogen fueling station areas are 5-ft-candles, with a minimum of 10-ft-candles available at any accessible equipment or electrical panel access points.
 - Explosion-proof VSS cameras shall be provided to oversee all of the hydrogen fueling station areas and related electrical equipment area, as well as maintenance platform area.
 - VSS camera locations shall be selected by OCTA during design phase and at OCTA's discretion.
 - VSS cameras shall have capability of identifying vehicle license plates and facial recognition.
 - Signage shall be provided and shall include safety and warning signs for hydrogen fueling station areas and related electrical equipment area.
 - Signage shall be provided as required by NFPA and other regulatory codes.
 - Signs shall be made of UV-resistant material, all-weather material.
 - Paint striping and markings shall be provided for hydrogen fueling station areas and related electrical equipment area.
 - Paint striping and markings shall be provided to clearly identify walkway areas, restricted/hazard areas, loading areas, and/or parking areas at hydrogen fueling station areas.
 - Perimeter and edges of all elevated work surface shall be painted.
- Hydrogen Detection Systems, Emergency Shutdown Systems, and Battery Backup Systems related work shall be provided by DESIGN-BUILD TEAM.
 - Hydrogen detection systems shall be provided and include gas detectors, flame detectors, alarms, detection horn/strobe light assemblies, multi-color beacon light arrays for hydrogen fueling station areas and shall all be strategically located.
 - New hydrogen detection system shall be integrate into existing detection/alarm systems.
 - Gas detectors and flame detectors that are triggered falsely or in error shall be corrected by DESIGN-BUILD TEAM; repeated falsely triggered devices shall be replaced with an alternate approved device as a means of eliminating false alarms.
 - Emergency shutdown (ESD) system shall be provided and include ESD buttons and an integrated panel, where the ESD system can be reset after a trigger.
 - ESD buttons shall be provided at both hydrogen dispensers and within the enclosed hydrogen equipment area associated with liquid hydrogen storage tank, at a minimum. Final locations of ESD buttons shall be approved by OCTA and AHJ.

- ESD buttons shall immediately stop all fueling operations related to the hydrogen fueling station when activated.
 - ESD buttons at each hydrogen dispenser location shall shut down all fueling within the fuel building, including CNG.
 - ESD buttons within the enclosed hydrogen equipment area associated with liquid hydrogen storage tank shall stop all fueling operations related to the hydrogen fueling station, including both hydrogen dispensers, but not CNG or other fueling within the fuel building.
 - Integrate new ESD system into existing ESD systems at Garden Grove Bus Base.
 - Battery backup systems shall be provided.
 - Battery backup systems shall have required capacity to furnish bridging power during transition to standby generator power to avoid hydrogen fueling station and hydrogen dispenser alarm events at time of grid power outages.
 - Battery backup system shall be provided for all electrical controls equipment, gas and flame detectors, VSS cameras, area lighting, and any other related equipment associated with the hydrogen fueling station that shall have backup battery power to ensure continued operation should there be a loss of grid power.
- Maintenance Platform to service OCTA bus fleets shall be provided by DESIGN-BUILD TEAM.
 - DESIGN-BUILD TEAM shall provide maintenance platform to access bus rooftop for maintenance and inspection purposes within the maintenance building. DESIGN-BUILD TEAM shall reference the following platform system as the basis of design: The ZEvolve Access System (<https://www.spikamfg.com/industry/mass-transit>).
 - The maintenance platform shall comply with CBC and other regulatory codes, including design considerations related to seismic anchoring and bracing.
- Utility Piping, Conduits, and Conductors/Wirings related work shall be provided by DESIGN-BUILD TEAM.
 - All piping and conduits (underground and aboveground) shall run as directly as possible and shall be secured.
 - Underground piping and conduits shall be protected from damage by movement of the ground and shall be protected from corrosion (e.g., use concrete-encased PCV Schedule 80 for conduits).
 - Underground piping shall be of welded construction (without valves, unwelded mechanical joints, or connections installed underground).
 - Aboveground piping and conduits shall be protected from corrosion (e.g., use rigid galvanized steel material for conduits).
 - Aboveground piping and conduits on the exterior of buildings shall be concealed in an aesthetical manner (e.g., sheet metal shroud painted the same color to match), as approved by OCTA. All exposed piping and

- conduits, excluding stainless steel tubing, shall be painted to match adjacent surfaces.
- Conductors/wiring shall be of copper material.
 - Data Communications related work shall be provided by DESIGN-BUILD TEAM.
 - DESIGN-BUILD TEAM shall be responsible for establishing communication and data lines related to the hydrogen fueling station, which includes the following:
 - Verification and evaluation of existing local data/internet main point of entry (MPOE) at Garden Grove Bus Base (Maintenance Building), for integration/utilization with the hydrogen fueling station.
 - Coordination with OCTA IT department for IT system requirements.
 - Cellular data connection shall be considered, if such connection can be proven to be better value with lower cost and/or better reliability.
 - DESIGN-BUILD TEAM shall ensure data/internet specifications are in compliance with requirements of hydrogen equipment manufacturer, VSS cameras, and all other needs.
 - DESIGN-BUILD TEAM shall integrate the hydrogen fueling station with Supervisory Control and Data Acquisition (SCADA) systems, including OCTA's Fleetwatch system; materials and/or equipment necessary to achieve such integration is to be considered within scope.
 - OCTA uses an industry standard system (Fleetwatch) to collect fueling data on each vehicle in its fleet as the vehicles are fueled and serviced. DESIGN-BUILD TEAM shall integrate the hydrogen fuel dispensers and control systems with the Fleetwatch system.
 - DESIGN-BUILD TEAM shall provide a means for remote monitoring of fueling system operation and ESD status, which shall be integrated to existing systems.
 - Facility Modifications required shall be provided by DESIGN-BUILD TEAM and generally consists of work at existing maintenance facilities including the fuel building, maintenance building, brake check building, canopy detail area, vehicle test station canopy, tire shop area affected by the introduction of hydrogen system to the property.
 - DESIGN-BUILD TEAM shall provide new hydrogen detection systems including gas detectors, flame detectors, alarms, detection horn/strobe light assemblies, multi-color beacon light arrays at maintenance facilities.
 - New hydrogen detection system shall be integrate into existing detection/alarm systems.
 - Gas detectors and flame detectors that are triggered falsely or in error shall be corrected by DESIGN-BUILD TEAM; repeated falsely triggered devices shall be replaced with an alternate approved device as a means of eliminating false alarms.
 - DESIGN-BUILD TEAM shall provide early warning systems that shall alert staff of potential issue.
 - Early warning systems shall include infrared thermal sensors to scan temperature of bus roofs for excessive heat due to overheating batteries, and/or sensors to detect lithium off-gassing.

- DESIGN-BUILD TEAM shall provide new ESD systems including ESD buttons at maintenance facilities.
 - Integrate new ESD system into existing ESD systems.
- DESIGN-BUILD TEAM shall remove existing non-explosion proof area lighting and replace with new explosion-proof LED area lighting at maintenance facilities.
 - Minimum lamination at any point within hydrogen fueling station areas are 5-ft-candles, with a minimum of 10-ft-candles available at any accessible equipment or electrical panel access points.
- DESIGN-BUILD TEAM shall remove existing non-explosion proof VSS cameras and replace with new explosion-proof VSS cameras at Garden Grove Base.
 - New VSS cameras shall be of like-kind equipment to the existing cameras, which shall be subject for review and approval by OCTA.
- DESIGN-BUILD TEAM shall provide new signage including safety and warning signs, related to hydrogen system, at maintenance facilities.
 - Signage shall be provided as required by NFPA and other regulatory codes.
 - Signs shall be made of UV-resistant material, all-weather material.

Project Design Package

DESIGN-BUILD TEAM shall develop and submit a complete 100% (Final) Design Package including, but not limited to, plans and specifications ready for construction. Final Design Package shall be developed utilizing information, requirements, and specifications provided herein Task 3 of this Scope of Work and/or Attachment A: Project Preliminary Plans. Final Design Package shall include all documentations required to construct the Hydrogen Fueling Station and Facility Modifications in compliance with all requirements from OCTA, City of Garden Grove, and other AHJ.

DESIGN-BUILD TEAM shall, at a minimum, include plan/drawing sheets consisting of the following details and information: site plans, demolition plan, grading plan, soil compaction grouting, site survey, equipment plan, equipment staging area, elevations, foundation plan, anchoring details/plan, new electrical service site plan, single line diagram, load schedule, panel schedule, conduit and conductor routing plan, grounding plan, lighting plan, Title 24 compliance forms, piping and instrumentation diagram (P&ID), piping plan, maintenance platform details.

3.1. 60% Design Phase

60% Design (Design Development) Package shall include PROJECT civil, architectural, structural, mechanical, plumbing, electrical, control, phasing plans and all other applicable plans and specifications, as required by OCTA, City of Garden Grove, and other AHJ. All plans and specifications shall be detailed as to be ready for plan check and construction of PROJECT except the designed

features that are undecided/undetermined by OCTA, City of Garden Grove, and/or other AHJ.

DESIGN-BUILD TEAM shall prepare and submit 60% Design Package to OCTA for review and comments. DESIGN-BUILD TEAM shall allow OCTA a minimum of fourteen (14) calendar days to review. All OCTA's comments shall be addressed in the 90% Design Submittal Package.

At 60% Design Phase, DESIGN-BUILD TEAM shall obtain and provide OCTA all plan check requirements, timeline, and plan check fees from City of Garden Grove and other AHJ.

Deliverables:

- 60% Design Package – PDF distribution via email and/or approved electronic shared folder.
- One (1) hard copy of full-size plans and three (3) hard copies of half-size plans.
- Two (2) hard copies of specifications.

3.2. 90% Design Phase

At 90% Design (Construction Document Development) Phase, DESIGN-BUILD TEAM shall submit to OCTA for review and comments Design Package including PROJECT civil, architectural, structural, mechanical, plumbing, electrical, control, phasing plans and all other required plans and specifications. 90% Design Package shall be detailed and ready for City of Garden Grove and other AHJ plan check. DESIGN-BUILD TEAM shall allow OCTA a minimum of fourteen (14) calendar days for review and comments.

After addressing all OCTA's comments on 90% Design Package, DESIGN-BUILD TEAM shall submit the Construction Documents to City of Garden Grove and other AHJ for plan check review. DESIGN-BUILD TEAM shall be responsible for obtaining plan check approval and paying for all plan check fees to City of Garden Grove and other AHJ. DESIGN-BUILD TEAM shall submit to OCTA a duplicate copy of Construction Documents submitted to City of Garden Grove and other AHJ for plan check at the time of submittal.

At the end of this phase, DESIGN-BUILD TEAM shall provide video animation and still renderings for the PROJECT features and include them in DESIGN-BUILD TEAM's presentation to OCTA.

Deliverables:

- 90% Design Package – PDF distribution via email and/or approved electronic shared folder.
- One (1) hard copy of full-size plans and three (3) hard copies of half-size plans.
- Two (2) hard copies of specifications.
- One (1) hard copies of calculations.
- Duplicate copy of all plan check submittal packages – PDF distribution via email and/or approved electronic shared folder.

3.3. 100% Design Phase

After addressing all OCTA's comments and plan check comments from City of Garden Grove and other AHJ, DESIGN-BUILD TEAM shall prepare and submit 100% Design (Final Construction Document Development) Package. DESIGN-BUILD TEAM shall allow OCTA a minimum of seven (7) calendar days to review and comments. DESIGN-BUILD TEAM shall address all comments and submit the Final Design Package ready for construction bid process within seven (7) calendar days upon receipt of OCTA's comments.

DESIGN-BUILD TEAM shall include in 100% Design Package a list of DESIGN-BUILD TEAM's submittals for equipment, materials, products, shop drawings, and procedures required to be reviewed for conformance with the plans and specifications prior to manufacturing/installation.

DESIGN-BUILD TEAM shall submit PROJECT fact sheet to OCTA. PROJECT fact sheet shall be one page containing, at a minimum, project overview, locations, information/data, construction cost, schedule, and graphical illustrations to provide high-level information for the PROJECT. Fact sheet sample will be provided by OCTA.

Deliverables:

- 100% Design Package – PDF distribution via email and/or approved electronic shared folder.
- One (1) hard copy of full-size plans and three (3) hard copies of half-size plans.
- Two (2) hard copies of specifications.
- One (1) hard copies of calculations.
- Project Fact Sheet – PDF distribution via email.

3.4. All Other Work

All Other Work related to Task 3: Architectural & Engineering Design that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 3.1 through Task 3.3 of this Scope of Work.

- All Other Work, related to Task 3: Architectural & Engineering Design, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 3.4 of this Scope of Work or another appropriate existing task of this Scope of Work.

Task 4: Construction – Site Coordination and Mobilization

DESIGN-BUILD TEAM shall review Task 4 of this Scope of Work, and shall determine work/services they will offer related to Site Coordination and Mobilization; DESIGN-BUILD TEAM shall define the extent of work they are offering within their technical proposal, and include pricing for such work within their price proposal.

4.1. Site Coordination and Mobilization

DESIGN-BUILD TEAM shall be responsible for obtaining all construction permits and paying for all construction permits fees to City of Garden Grove and other AHJ, prior to start of construction.

Prior to mobilization to the project site for construction, DESIGN-BUILD TEAM shall coordinate (with OCTA) and shall be responsible clearing construction work areas associated with the PROJECT.

- DESIGN-BUILD TEAM shall clear the work areas of all equipment, vehicles, storages, and debris; DESIGN-BUILD TEAM shall provide these areas in a “broom-clean” condition.
- DESIGN-BUILD TEAM shall remove any and all existing above-ground improvements (that constitute an obstruction) within the work areas, leaving these areas in an unobstructed condition. DESIGN-BUILD TEAM shall be responsible for determining if there is any underground equipment in the work areas; as well as removing all nonfunctional underground equipment in these areas.
- DESIGN-BUILD TEAM shall confirm with OCTA in writing which improvements shall be removed; improvement(s) removed by DESIGN-BUILD TEAM without OCTA’s written approval can be the subject of replacement by DESIGN-BUILD TEAM at no additional cost to OCTA.
- Ensure that all vehicles using the work areas have been removed and all rights of others to this area extinguished prior to construction.

DESIGN-BUILD TEAM shall comply with OCTA's requirements for specified critical operating areas (including but not limited to pedestrian and vehicular access routes, maintenance access, loading areas) that shall be maintained during construction. Permitted locations to stage and store materials shall be coordinated with OCTA and approval shall be obtained in writing. DESIGN-BUILD TEAM shall indicate how access to sites are to be maintained without impacting transit operation or maintenance.

- DESIGN-BUILD TEAM shall restore all temporary staging areas to original condition prior to completion of the PROJECT.

DESIGN-BUILD TEAM shall provide temporary fencing to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations; barricades and other types of alternative protective barriers are not permitted, unless approved in writing by OCTA.

4.2. All Other Work

All Other Work related to Task 4: Construction – Site Coordination and Mobilization that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 4.1 of this Scope of Work.

- All Other Work, related to Task 4: Construction – Site Coordination and Mobilization, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 4.2 of this Scope of Work or another appropriate existing task of this Scope of Work.

Task 5: Construction – Demolition, Earthwork, Soil Compaction Grouting, and Concrete Placement

PROJECT information, requirements, and specifications related to Demolition, Earthwork, Soil Compaction Grouting, and Concrete are provided within Task 3: Architectural & Engineering Design of this Scope of Work and/or Attachment A: Project Preliminary Plans for reference.

DESIGN-BUILD TEAM shall review Task 5 of this Scope of Work herein, and shall determine work/services they will offer related to Construction – Demolition, Earthwork, Soil Compaction Grouting, and Concrete Placement; DESIGN-BUILD TEAM shall define the extent of work they are offering within their technical proposal, and include pricing for such work within their price proposal.

5.1. Demolition

DESIGN-BUILD TEAM shall perform all demolition work and any other related work required to allow delivery of the PROJECT, as described herein.

DESIGN-BUILD TEAM shall perform demolition work related to existing CMU wall and existing sliding gate along the northern property line, and any other related items, to allow for construction of PROJECT, as described herein.

DESIGN-BUILD TEAM shall perform demolition work related to existing concrete pavement, existing concrete flatwork, existing light poles, and any other related items, to allow for construction of PROJECT, as described herein.

DESIGN-BUILD TEAM shall perform all construction and demolition debris removal/disposal work, as described herein. All construction and demolition debris shall be removed from the site and legally disposed offsite.

5.2. Earthwork

DESIGN-BUILD TEAM shall perform all earthwork required including excavation, trenching, grading, backfill, import, export, and any other related work, to allow for construction of PROJECT, as described herein.

5.3. Soil Compaction Grouting

DESIGN-BUILD TEAM shall perform soil compaction grouting and any other related work, per requirements and recommendation within Attachment B: Project Geotechnical Report.

5.4. Concrete Placement

DESIGN-BUILD TEAM shall perform all concrete placement work and any other related work required to allow delivery of the PROJECT, as described herein.

DESIGN-BUILD TEAM shall construct reinforced concrete elevated slab/raised foundation, equipment footing/piers/pads to support and level up hydrogen equipment and electrical service equipment, and any other related items, as described herein. DESIGN-BUILD TEAM shall construct in-slab drainage gutter system, and any other related items, as described herein.

DESIGN-BUILD TEAM shall construct reinforced concrete pavements and flatwork related to utility trenching and equipment areas, as described herein.

DESIGN-BUILD TEAM shall construct reinforced concrete foundations to support fire-rated walls, fencing, sliding gates, safety bollards, and any other related items, as described herein.

5.5. All Other Work

All Other Work related to Task 5: Construction – Demolition, Earthwork, Soil Compaction Grouting, and Concrete Placement that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 5.1 through Task 5.4 of this Scope of Work.

- All Other Work, related to Task 5: Construction – Demolition, Earthwork, Soil Compaction Grouting, and Concrete Placement, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 5.5 of this Scope of Work or another appropriate existing task of this Scope of Work.

Task 6: Construction – Dedicated Electrical Power Feed and Electrical Service Equipment

PROJECT information, requirements, and specifications related to Dedicated Electrical Power Feed and Electrical Service Equipment are provided within Task 3: Architectural & Engineering Design of this Scope of Work and/or Attachment A: Project Preliminary Plans for reference.

DESIGN-BUILD TEAM shall review Task 6 of this Scope of Work herein, and shall determine work/services they will offer related to Construction – Dedicated Electrical Power Feed and Electrical Service Equipment; DESIGN-BUILD TEAM shall define the extent of work they are offering within their technical proposal, and include pricing for such work within their price proposal.

6.1. SCE furnished Dedicated Electrical Power Feed and Service Equipment

A dedicated 12kV primary electrical power feed and service equipment, generally consisting of a new transformer and a new PME switch, shall be furnished by SCE and provide electrical power feed/service for the hydrogen fueling station.

- The hydrogen fueling station will utilize SCE's Rule 16 electrical service option, as discussed within Task 2.1 of this Scope of Work.

DESIGN-BUILD TEAM shall perform all work, outside of SCE's scope of work (per SCE's Rule 16), related to construction of dedicated electrical service and any other related work, to provide electrical service for the hydrogen fueling station.

6.2. Meter Switchboard

DESIGN-BUILD TEAM shall furnish and install a dedicated SCE-compliant meter switchboard with transformer and panelboard, and any other related items, to support the hydrogen fueling station, as described herein.

6.3. Standby Generator with Automatic Transfer Switch

DESIGN-BUILD TEAM shall furnish and install a diesel-powered standby generator with automatic transfer switch, and any other related items, to serve backup power for the hydrogen fueling station, as described herein.

6.4. Conduits and Conductors/Wirings

DESIGN-BUILD TEAM shall furnish and install all required conduits, conductors/wiring, grounding, and any other related items, as described herein, to allow for fully operational equipment/systems associated with Dedicated Electrical Power Feed and Electrical Service Equipment as required herein Task 6 of this Scope of Work.

6.5. All Other Work

All Other Work related to Task 6: Construction – Dedicated Electrical Power Feed and Electrical Service Equipment that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 6.1 through Task 6.4 of this Scope of Work.

- All Other Work, related to Task 6: Construction – Dedicated Electrical Power Feed and Electrical Service Equipment, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 6.5 of this Scope of Work or another appropriate existing task of this Scope of Work.

Task 7: Construction – Hydrogen Equipment

PROJECT information, requirements, and specifications related to Hydrogen Equipment are provided within Task 3: Architectural & Engineering Design of this Scope of Work and/or Attachment A: Project Preliminary Plans for reference.

DESIGN-BUILD TEAM shall review Task 7 of this Scope of Work herein, and shall determine work/services they will offer related to Construction – Hydrogen Equipment; DESIGN-BUILD TEAM shall define the extent of work they are offering within their technical proposal, and include pricing for such work within their price proposal.

7.1. Liquid Hydrogen Storage Tank

DESIGN-BUILD TEAM shall furnish and install a liquid hydrogen storage tank and any other related items, within designated hydrogen equipment area, as described herein.

DESIGN-BUILD TEAM shall furnish and install service platform and any other related items for the liquid hydrogen storage tank, within designated hydrogen equipment area, as described herein.

7.2. Hydrogen Fuel Dispensers

DESIGN-BUILD TEAM shall furnish and install two (2) hydrogen fuel dispensers and any other related items, within the fuel building, as described herein; each hydrogen fuel dispenser shall be equipped with fueling nozzle and related components.

7.3. Piping Bundle and Hydrogen Piping

DESIGN-BUILD TEAM shall furnish and install piping bundle from the hydrogen equipment area associated with liquid hydrogen storage tank to the fuel building, and any other related items, as described herein.

DESIGN-BUILD TEAM shall furnish and install piping related to all hydrogen equipment, and any other related items, to allow for fully operational hydrogen fueling station as described herein.

7.4. All Other Hydrogen Equipment for the Hydrogen Fueling Station

DESIGN-BUILD TEAM shall furnish and install all other hydrogen equipment and components required for the turnkey code-compliant Hydrogen Fueling Station, as described herein; other hydrogen equipment and components may include, but not limited to, pumps/compressors, vaporizers, gaseous storage vessels, priority control unit/valve panel, control and power container, inert gas/nitrogen purge tank, precooling system.

7.5. Defueling Area

DESIGN-BUILD TEAM shall provide a defueling area, nearby the hydrogen equipment area associated with liquid hydrogen storage tank, as described herein.

DESIGN-BUILD TEAM shall furnish and install defueling hose and vent stack, which shall be incorporated with gaseous hydrogen recovery system for refueling, a pressure regulator to monitor and control the pressure control flow, and any other related items, within the defueling area as described herein.

7.6. Mobile Hydrogen Fueling Trailer Area

DESIGN-BUILD TEAM shall provide a mobile hydrogen fueling trailer area, adjacent to the defueling area as described herein.

DESIGN-BUILD TEAM shall furnish and install a NEMA 3R electrical cabinet with power service, receptacle, grounding terminal, power cord, and any other related items, within the mobile hydrogen fueling trailer area as described herein.

7.7. Service Water Hose Bibs

DESIGN-BUILD TEAM shall furnish and install service water hose bibs with hose, and any other related items, within and/or adjacent to the hydrogen equipment area associated with liquid hydrogen storage tank, and within and/or adjacent to the defueling and mobile hydrogen fueling trailer areas, as described herein.

7.8. Utility Piping, Conduits, and Conductors/Wirings

DESIGN-BUILD TEAM shall furnish and install all required utility piping, conduits, conductors/wiring, grounding, and any other related items, as described herein, to allow for fully operational equipment/systems associated with Hydrogen Equipment as required herein Task 7 of this Scope of Work.

7.9. Data Communications

DESIGN-BUILD TEAM shall include all required work, and furnish and install all required items, to facilitate new data/internet service to support and allow for fully operational equipment/systems associated with Hydrogen Equipment as required herein Task 7 of this Scope of Work.

DESIGN-BUILD TEAM shall furnish, install, and integrate Fleetwatch system to collect fueling data, and any other related items, at the fuel building adjacent to hydrogen fuel dispenser locations, as described herein.

DESIGN-BUILD TEAM shall furnish, install, and integrate data communication equipment/system to provide a means for remote monitoring of fueling system operation and ESD status, which shall be integrated to existing systems, and any other related items, as described herein.

7.10. All Other Work

All Other Work related to Task 7: Construction – Hydrogen Equipment that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 7.1 through Task 7.9 of this Scope of Work.

- All Other Work, related to Task 7: Construction – Hydrogen Equipment, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 7.10 of this Scope of Work or another appropriate existing task of this Scope of Work.

Task 8: Construction – Fire-Rated Walls, Fencing, Sliding Gates, and Safety Bollards

PROJECT information, requirements, and specifications related to Fire-Rated Walls, Fencing, Sliding Gates, and Safety Bollards are provided within Task 3: Architectural & Engineering Design of this Scope of Work and/or Attachment A: Project Preliminary Plans for reference.

DESIGN-BUILD TEAM shall review Task 8 of this Scope of Work herein, and shall determine work/services they will offer related to Construction – Fire-Rated Walls, Fencing, Sliding Gates, and Safety Bollards; DESIGN-BUILD TEAM shall define the extent of work they are offering within their technical proposal, and include pricing for such work within their price proposal.

8.1. Fire-Rated Walls

DESIGN-BUILD TEAM shall construct a fire-rated wall, and any other related items, along the northern property line and adjacent to the electrical equipment area, the hydrogen equipment area associated with liquid hydrogen storage tank, the defueling area, and the mobile hydrogen fueling trailer area, as described herein.

DESIGN-BUILD TEAM shall construct a fire-rated wall and any other related items, generally between the electrical equipment area and the hydrogen equipment area associated with liquid hydrogen storage tank, as described herein.

8.2. Fencing and Sliding Gates

DESIGN-BUILD TEAM shall furnish and install fencing and sliding gates, with a lock and key system, and any other related items, to enclose the hydrogen equipment area associated with liquid hydrogen storage tank, as described herein.

DESIGN-BUILD TEAM shall furnish and install fencing and sliding gate, with a lock and key system, and any other related items, to enclose the electrical equipment area as described herein.

DESIGN-BUILD TEAM shall furnish and install fencing and sliding gate, with a lock and key system, and any other related items, to enclose the hydrogen equipment area adjacently north of the fuel building as described herein.

DESIGN-BUILD TEAM shall furnish and install sliding gate and any other related items, as a replacement gate along the northern property line, as described herein.

8.3. Safety Bollards

DESIGN-BUILD TEAM shall furnish and install safety bollards and any other related items, to secure the hydrogen equipment area associated with liquid hydrogen storage tank, as described herein.

DESIGN-BUILD TEAM shall furnish and install safety bollards and any other related items, to secure the electrical equipment area, as described herein.

DESIGN-BUILD TEAM shall furnish and install safety bollards and any other related items, to secure the hydrogen equipment area adjacently north of the fuel building, as described herein.

8.4. All Other Work

All Other Work related to Task 8: Construction – Fire-Rated Walls, Fencing, Sliding Gates, and Safety Bollards that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 8.1 through Task 8.3 of this Scope of Work.

- All Other Work, related to Task 8: Construction – Fire-Rated Walls, Fencing, Sliding Gates, and Safety Bollards, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 8.4 of this Scope of Work or another appropriate existing task of this Scope of Work.

Task 9: Construction – LED Area Lighting, Video Surveillance System (VSS) Cameras, Signage, Paint Striping and Markings

PROJECT information, requirements, and specifications related to LED Area Lighting, VSS Cameras, Signage, Paint Striping and Markings are provided within Task 3: Architectural & Engineering Design of this Scope of Work and/or Attachment A: Project Preliminary Plans for reference.

DESIGN-BUILD TEAM shall review Task 9 of this Scope of Work herein, and shall determine work/services they will offer related to Construction – LED Area Lighting, VSS Cameras, Signage, Paint Striping and Markings; DESIGN-BUILD TEAM shall define the extent of work they are offering within their technical proposal, and include pricing for such work within their price proposal.

9.1. LED Area Lighting

DESIGN-BUILD TEAM shall furnish and install new explosion-proof LED area lighting and any other related items, to support the hydrogen equipment area associated with liquid hydrogen storage tank and defueling area, as described herein.

DESIGN-BUILD TEAM shall furnish and install new explosion-proof LED area lighting and any other related items, to support the electrical equipment area, as described herein.

DESIGN-BUILD TEAM shall furnish and install new explosion-proof LED area lighting and any other related items, to support the hydrogen equipment area adjacently north of the fuel building, as described herein.

Facility Modifications

Where affected by introduction of hydrogen system, DESIGN-BUILD TEAM shall remove existing non-explosion-proof area lighting, furnish and install new explosion-proof LED area lighting, and any other related items, at the maintenance facilities, as described herein.

9.2. Video Surveillance System (VSS) Cameras

DESIGN-BUILD TEAM shall furnish and install new explosion-proof VSS cameras and any other related items, to oversee the hydrogen equipment area associated with liquid hydrogen storage tank and defueling area, as described herein.

DESIGN-BUILD TEAM shall furnish and install new explosion-proof VSS cameras and any other related items, to oversee the electrical equipment area, as described herein.

DESIGN-BUILD TEAM shall furnish and install new explosion-proof VSS cameras and any other related items, to oversee the hydrogen equipment area adjacently north of the fuel building, as described herein.

DESIGN-BUILD TEAM shall furnish and install new explosion-proof VSS cameras and any other related items, to oversee the maintenance platform area adjacently north of the fuel building, as described herein.

Facility Modifications

Where affected by introduction of hydrogen system, DESIGN-BUILD TEAM shall remove existing non-explosion-proof VSS cameras, furnish and install new explosion-proof VSS cameras, and any other related items, at Garden Grove Bus Base, as described herein.

9.3. Signage

DESIGN-BUILD TEAM shall furnish and install safety and warning signs, and any other related items, to provide caution of appropriate hazards at hydrogen fueling station areas, as described herein.

DESIGN-BUILD TEAM shall furnish and install safety and warning signs, and any other related items, to provide caution of appropriate hazards at the electrical equipment area, as described herein.

Facility Modifications

DESIGN-BUILD TEAM shall furnish and install safety and warning signs related to hydrogen system, and any other related items, to provide caution of appropriate hazards at the maintenance facilities, as described herein.

9.4. Paint Striping and Markings

DESIGN-BUILD TEAM shall furnish and apply paint and any other related items, to provide striping and markings, and painted perimeter and edges of elevated work surfaces, at hydrogen fueling station areas, as described herein.

DESIGN-BUILD TEAM shall furnish and apply paint and any other related items, to provide striping and markings, and painted perimeter and edges of elevated work surfaces, at the electrical equipment area, as described herein.

9.5. Conduits and Conductors/Wirings

DESIGN-BUILD TEAM shall furnish and install all required conduits, conductors/wiring, grounding, and any other related items, as described herein, to allow for fully operational equipment/systems associated with LED Area Lighting and VSS Cameras, as required herein Task 9 of this Scope of Work.

9.6. Data Communications

DESIGN-BUILD TEAM shall include all required work, and furnish and install all required items, to facilitate new data/internet service, as described herein to support and allow for fully operational equipment/systems associated with VSS Cameras as required herein Task 9 of this Scope of Work.

9.7. All Other Work

All Other Work related to Task 9: Construction – LED Area Lighting, Video Surveillance System (VSS) Cameras, Signage, Paint Striping and Markings that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 9.1 through Task 9.7 of this Scope of Work.

- All Other Work, related to Task 9: Construction – LED Area Lighting, Video Surveillance System (VSS) Cameras, Signage, Paint Striping and Markings, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 9.8 of this Scope of Work or another appropriate existing task of this Scope of Work.

Task 10: Construction – Hydrogen Detection Systems, Emergency Shutdown Systems, and Battery Backup Systems

PROJECT information, requirements, and specifications related to Hydrogen Detection Systems, Emergency Shutdown Systems, and Battery Backup Systems are provided within Task 3: Architectural & Engineering Design of this Scope of Work and/or Attachment A: Project Preliminary Plans for reference.

DESIGN-BUILD TEAM shall review Task 10 of this Scope of Work herein, and shall determine work/services they will offer related to Construction – Hydrogen Detection Systems, Emergency Shutdown Systems, and Battery Backup Systems; DESIGN-BUILD TEAM shall define the extent of work they are offering within their technical proposal, and include pricing for such work within their price proposal.

10.1. Hydrogen Detection Systems

DESIGN-BUILD TEAM shall furnish and install new hydrogen detection systems, and integrate new system with existing detection systems, for hydrogen fueling station areas, as described herein.

- DESIGN-BUILD TEAM shall furnish and install new hydrogen gas detectors and hydrogen flame detectors, and any other related items, for the hydrogen equipment area associated with liquid hydrogen storage tank, the defueling area, and the mobile hydrogen fueling trailer area.
- DESIGN-BUILD TEAM shall furnish and install new hydrogen gas detectors and hydrogen flame detectors, and any other related items, for the electrical equipment area.
- DESIGN-BUILD TEAM shall furnish and install new hydrogen gas detectors and hydrogen flame detectors, and any other related items, for the hydrogen equipment area adjacently north of the fuel building.
- In addition to new hydrogen gas detectors and hydrogen flame detectors, DESIGN-BUILD TEAM shall furnish and install new alarms, detection horn/strobe light assemblies, multi-color beacon light arrays for hydrogen fueling station areas and shall all be strategically located.

Facility Modifications

DESIGN-BUILD TEAM shall furnish and install new hydrogen detection systems, and integrate new detection systems with existing detection systems, and any other related items, for the maintenance facilities affected by introduction of hydrogen system, as described herein.

DESIGN-BUILD TEAM shall furnish and install early warning systems, and integrate new system with existing alarm systems, and any other related items, for the maintenance facilities affected by introduction of hydrogen system, as described herein.

10.2. Emergency Shutdown Systems

DESIGN-BUILD TEAM shall furnish and install new emergency shutdown (ESD) system, and integrate new system with existing ESD systems, for the hydrogen fueling station, as described herein.

- DESIGN-BUILD TEAM shall furnish and install new ESD buttons, and any other related items, for the hydrogen equipment area associated with liquid hydrogen storage tank.
- DESIGN-BUILD TEAM shall furnish and install new ESD buttons, and any other related items, for the two (2) hydrogen fuel dispenser locations.

Facility Modifications

DESIGN-BUILD TEAM shall furnish and install new ESD system, and integrate new ESD system with existing ESD systems, and any other related items, for the maintenance facilities affected by introduction of hydrogen system, as described herein.

10.3. Battery Backup Systems

DESIGN-BUILD TEAM shall furnish and install new battery backup system, and any other related items, for all required equipment and components associated with the hydrogen fueling station, as described herein.

Facility Modifications

DESIGN-BUILD TEAM shall furnish and install new battery backup system, and any other related items, for all required equipment and components affected by introduction of hydrogen system within Garden Grove Bus Base, as described herein.

10.4. Conduits and Conductors/Wirings

DESIGN-BUILD TEAM shall furnish and install all required conduits, conductors/wiring, grounding, and any other related items, as described herein, to allow for fully operational equipment/systems associated with Hydrogen Detection Systems, Emergency Shutdown Systems, and Battery Backup Systems as required herein Task 10 of this Scope of Work.

10.5. Data Communications

DESIGN-BUILD TEAM shall include all required work, and furnish and install all required items, to facilitate new data/internet service to support and allow for fully operational equipment/systems associated with Hydrogen Detection Systems, Emergency Shutdown Systems, and Battery Backup Systems as required herein Task 10 of this Scope of Work.

10.6. All Other Work

All Other Work related to Task 10: Construction – Hydrogen Detection Systems, Emergency Shutdown Systems, and Battery Backup Systems that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 10.1 through Task 10.5 of this Scope of Work.

- All Other Work, related to Task 10: Construction – Hydrogen Detection Systems, Emergency Shutdown Systems, and Battery Backup Systems, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 10.6 of this Scope of Work or another appropriate existing task of this Scope of Work.

Task 11: Construction – Maintenance Platform

PROJECT information, requirements, and specifications related to Maintenance Platform are provided within Task 3: Architectural & Engineering Design of this Scope of Work and/or Attachment A: Project Preliminary Plans for reference.

DESIGN-BUILD TEAM shall review Task 11 of this Scope of Work herein, and shall determine work/services they will offer related to Construction – Maintenance Platform; DESIGN-BUILD TEAM shall define the extent of work they are offering within their technical proposal, and include pricing for such work within their price proposal.

11.1. Maintenance Platform

DESIGN-BUILD TEAM shall furnish and install maintenance platform, and any other related items, that will service OCTA bus fleets as described herein.

11.2. All Other Work

All Other Work related to Task 11: Construction – Maintenance Platform that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 11.1 of this Scope of Work.

- All Other Work, related to Task 11: Construction – Maintenance Platform, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 11.2 of this Scope of Work or another appropriate existing task of this Scope of Work.

Task 12: Inspections, Tests, Startup and Commissioning

DESIGN-BUILD TEAM shall review Task 12 of this Scope of Work herein, and shall determine work/services they will offer related to Inspections, Tests, Startup and Commissioning; DESIGN-BUILD TEAM shall define the extent of work they are offering within their technical proposal, and include pricing for such work within their price proposal.

12.1. Inspections and Tests (in preparation for Commissioning)

DESIGN-BUILD TEAM shall be responsible for proving, to the satisfaction of OCTA, that requirements for the hydrogen fueling station, as described herein (and other approved project documents), have been met. OCTA shall require the execution of various inspections and tests (including appropriate documentation) prior to accepting the hydrogen fueling station as being complete and in compliance with these requirements. Such inspections and tests may be based on recommendations by OCTA, DESIGN-BUILD TEAM, primary equipment vendor, manufacturer/vendors of various components and systems, as well as tests specified herein. Neither inspections, witnessing of tests, nor waiving of any such procedure by OCTA shall release DESIGN-BUILD TEAM, primary equipment vendor, or other vendors from full responsibility for compliance with equipment, materials and functional requirements according to specifications.

Inspections shall be carried out by OCTA to determine compliance with requirements that may be beyond the scope of jurisdictional inspections. OCTA shall prepare a punch list as a result of physical inspections, startup tests, and functional demonstrations. The completion schedule for the punch list shall be agreed upon by OCTA and DESIGN-BUILD TEAM.

Purity Testing

In order to ensure that the fuel meets quality standards, DESIGN-BUILD TEAM shall conduct fuel purity tests during the commissioning phase of the PROJECT and prior to filling any of OCTA's buses. The purity test shall check for particulates, CO, and hydration levels, as well as other contaminants. Additional tests are required following any repairs that have the potential of introducing contaminants to the closed system. DESIGN-BUILD TEAM is responsible for payment of purity testing.

Deliverables:

- Test Results/Findings Documentation – PDF distribution via email.

12.2. Startup and Commissioning

DESIGN-BUILD TEAM shall be responsible for providing OCTA a detailed Hydrogen Fueling Station Commissioning Plan that shall identify at a minimum the steps, tasks, responsibilities, and schedule of entire commissioning process of the hydrogen fueling station. DESIGN-BUILD TEAM shall include in the plan a list of activities to be performed by a third-party vendor during installation that would require technical support, and provide details on how DESIGN-BUILD TEAM plans to provide technical support for these activities. A Draft Commissioning Plan shall be submitted to OCTA for review and comments at least ninety (90) calendar days in advance of the start of the commissioning process. DESIGN-BUILD TEAM shall allow a minimum of seven (7) calendar days for OCTA review process. DESIGN-BUILD TEAM shall address the comments and submit to OCTA for acceptance the revised Commissioning Plan within seven (7) calendar days from receipt of OCTA comments.

During commissioning of the hydrogen fueling station, DESIGN-BUILD TEAM shall submit written (Daily) Field Reports and Logs to OCTA, which shall (at a minimum) include the following:

- Project name, date, DESIGN-BUILD TEAM's field staff,
- Description of activities performed (and status of activities),
- Start time and end time of activities performed,
- Listing of all incidents and unusual system performance issues (if any),
- Subsequent actions taken/performed (to address incidents and unusual system performance issues (if any)).

Commissioning shall confirm that the hydrogen fueling station meets fueling performance, as described herein (and other approved project documents).

- Commissioning and related testing shall demonstrate that the installed hydrogen fuel dispensers are each capable of fueling a FCEB (fuel cell electric buses), with a required fill quantity of 30 kg, under 6 minutes (from point of connecting dispenser to the bus until point of disconnecting dispenser from the bus); additionally, each installed dispenser shall demonstrate capability of fueling FCEBs in back-to-back rapid succession during an 8-hour time window.
- Commissioning and related testing shall demonstrate that the installed hydrogen fuel dispensers are capable of fueling separate buses simultaneously, without an operating hydrogen fuel dispenser compromising the fueling performance of another operating hydrogen fuel dispenser.
- Commissioning and related testing shall demonstrate that the installed hydrogen fuel dispensers are calibrated to record quantity of fuel dispensed to within plus or minus three percent (+/- 3%) accuracy or better.

- Commissioning and related testing shall demonstrate the successful operation of any data monitoring services, emergency shutdown (ESD) system, and any other related items. OCTA personnel may observe any testing in progress.

Deliverables:

- Draft and Final Commissioning Plan – PDF distribution via email and three (3) hard copies.
- Daily Field Reports and Logs (during Commissioning) – PDF distribution via email and one (1) hard copy per day.

12.3. All Other Work

All Other Work related to Task 12: Inspections, Tests, Startup and Commissioning that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 12.1 through Task 12.2 of this Scope of Work.

- All Other Work, related to Task 12: Inspections, Tests, Startup and Commissioning, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 12.3 of this Scope of Work or another appropriate existing task of this Scope of Work.

Task 13: Training – Safety, Operations, and First Responder

DESIGN-BUILD TEAM shall review Task 13 of this Scope of Work herein, and shall determine work/services they will offer related to Training – Safety, Operations, and First Responder; DESIGN-BUILD TEAM shall define the extent of work they are offering within their technical proposal, and include pricing for such work within their price proposal.

13.1. Training – Safety, Operations, and First Responder

DESIGN-BUILD TEAM shall be responsible for organizing and coordinating training courses with DESIGN-BUILD TEAM, OCTA, and local first responders to ensure that all relevant OCTA staff and first responders are fully trained on all safety systems and (the safe and successful) operations of the hydrogen fueling station. DESIGN-BUILD TEAM shall conduct several courses over a three-week period.

DESIGN-BUILD TEAM shall provide up to 40 hours of training for OCTA personnel upon initial system installation and for future operation of the system. DESIGN-BUILD TEAM shall provide all necessary materials and equipment to facilitate the training. OCTA shall specify the time and location of the on-site training courses at a later date, after coordination with all parties involved on availability. DESIGN-

BUILD TEAM shall provide a Training Plan, which includes the training syllabus and all training material, for review and approval by OCTA Project Manager prior to commencement of training. The Training Plan shall consist of the following details: description of the courses, suggested attendees, course length, and suggested timing. The following training courses shall be provided by DESIGN-BUILD TEAM:

- Operations training
- Safety training
- First Responder training

OCTA reserves the right to modify the proposed Training Plan to meet the needs of OCTA.

Training sessions shall include but not limited to the following:

- Use of hydrogen fuel dispensers with fuel management systems
- Use of training manual
- Defueling
- Emergency response in case of leak or malfunction
- Emergency shutdown system

DESIGN-BUILD TEAM shall provide up to 50 training manuals (bound sets) for the initial training session and up to 20 training manuals (bound sets) per year thereafter. Additionally, DESIGN-BUILD TEAM to provide training manuals in electronic PDF format to OCTA.

The training course instructor shall be capable of training approximately 10 course attendees simultaneously in each course.

DESIGN-BUILD TEAM shall provide OCTA employees with a 4-hour refresher course within sixty (60) calendar days before expiration of contract between OCTA and DESIGN-BUILD TEAM.

DESIGN-BUILD TEAM shall prepare an Emergency Response Plan that can be distributed to first responders to place in their trucks and engines. The guide shall provide a map showing the location of all hydrogen fueling station equipment and ESD devices, as well as the distances to these equipment from the entry driveway and nearby structures.

- The Emergency Response Plan shall be prepared by DESIGN-BUILD TEAM and submitted to OCTA for approval prior to the introduction of hydrogen at Garden Grove Maintenance and Operations Bus Base.

Deliverables:

- Draft and Final Training Plan – PDF distribution via email.

- Training Manuals – PDF distribution via email and hard copies per requirement.
- Emergency Response Plan – PDF distribution via email and hard copies per requirement.

13.2. All Other Work

All Other Work related to Task 13: Training – Safety, Operations, and First Responder that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 13.1 of this Scope of Work.

- All Other Work, related to Task 13: Training – Safety, Operations, and First Responder, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 13.2 of this Scope of Work or another appropriate existing task of this Scope of Work.

Task 14: Back-to-Back Performance Testing and Performance Data

DESIGN-BUILD TEAM shall review Task 14 of this Scope of Work herein, and shall determine work/services they will offer related to Back-to-Back Performance Testing and Performance Data; DESIGN-BUILD TEAM shall define the extent of work they are offering within their technical proposal, and include pricing for such work within their price proposal.

14.1. Back-to-Back Performance Testing and Performance Data

Back-to-Back Performance Testing

DESIGN-BUILD TEAM shall conduct (initiate) Back-to-Back Performance Testing no later than thirty (30) calendar days after the hydrogen fueling station is fully commissioned. DESIGN-BUILD TEAM shall provide the AUTHORITY advance notice of Back-to-Back Performance Testing activities to minimize disruptions to normal transit service.

Back-to-Back Performance Testing shall demonstrate the hydrogen fueling station's ability to refuel FCEBs (fuel cell electric buses) with the following testing criteria and requirements:

- Testing duration shall be performed within 1.5 hours (or 90 minutes).
- Two (2) hydrogen fuel dispensers shall be utilized simultaneously during testing.
- Eighteen (18) FCEBs shall be utilized during testing.
- Each FCEB shall be refueled under 6 minutes (from point of connecting dispenser to the bus until point of disconnecting dispenser from the bus).

- Each FCEB shall be refueled with a fill quantity of 30 kg (or demonstrate an average fill rate of 5 kg/min or greater).
- A minimum of 95% SOC of each FCEB at settled pressure shall be achieved.
- Nine (9) FCEBs shall be refueled back-to-back in rapid succession by one (1) hydrogen fuel dispenser, within the 1.5-hour window.

Back-to-Back Performance Testing shall also include activation and demonstration of all safety shutdown systems and demonstration that data monitoring systems are operating and accurately capturing required data. DESIGN-BUILD TEAM shall allow the AUTHORITY unimpeded access to all data from the Back-to-Back Performance Testing. DESIGN-BUILD TEAM shall provide a Back-to-Back Performance Testing Report within seven (7) calendar days of performance testing completion. Back-to-Back Performance Testing Report shall include at a minimum the following:

- Summary of test plan and any deviations
- Summary table of each fill event with:
 - Start/Stop Date-Time
 - Start/Stop Hose Pressure
 - Start/Stop Hose Temperature
 - Start/Stop Tank Pressure
 - Start/Stop Storage Bank Pressures
 - End of fill SOC
 - Kg dispensed
 - Station Energy Consumption
 - Mean Ambient Temperature
 - Any alarms/faults encountered listed for each fill
- End of fill SOC calculation details
- Any root cause analysis required if test not passed

Performance (Fueling) Data

DESIGN-BUILD TEAM shall provide OCTA at least three (3) months of fueling data and evaluation of the hydrogen fueling station performance on a continuous basis (which shall be initiated after the hydrogen fueling station is fully commissioned, but no later than thirty (30) calendar days following commissioning).

- OCTA Fleetwatch system to collect fueling data on each vehicle in its fleet, as the vehicles are fueled and serviced; DESIGN-BUILD TEAM shall integrate the hydrogen fuel dispensers and control systems with the Fleetwatch system. DESIGN-BUILD TEAM shall also provide a template of a log consisting of performance metrics (for OCTA's review and approval)

that will be utilized by DESIGN-BUILD TEAM to log fueling activities, to compare with the Fleetwatch system.

- DESIGN-BUILD TEAM shall supply equipment required to implement and allow the Fleetwatch system to be functional with the dispensing system (in an effort to capture fuel quantity dispensed) as a turnkey system. The vendor that manages OCTA's Fleetwatch system should be contacted.
- Fueling accuracy shall be within + or – 3% to effectively measure fuel dispensed, in order for OCTA to calculate vehicle fuel economy.

14.2. All Other Work

All Other Work related to Task 14: Back-to-Back Performance Testing and Performance Data that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 14.1 of this Scope of Work.

- All Other Work, related to Task 14: Back-to-Back Performance Testing and Performance Data, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 14.2 of this Scope of Work or another appropriate existing task of this Scope of Work.

Task 15: Project Closeout – Project Documentation Package, As-Builts, Warranty

DESIGN-BUILD TEAM shall review Task 15 of this Scope of Work herein, and shall determine work/services they will offer related to Project Closeout; DESIGN-BUILD TEAM shall define the extent of work they are offering within their technical proposal, and include pricing for such work within their price proposal.

15.1. Project Documentation Package

DESIGN-BUILD TEAM to provide OCTA complete project documentation package at completion of the hydrogen fueling station commissioning. Content of package shall be precise and accurate to final as-built state. At a minimum, package shall include the following:

- Equipment
 - Product Data sheets
 - General arrangement drawings
 - Foundation, anchoring, and lifting plans/procedures
 - Mechanical and electrical termination list and diagrams
 - Operations manuals
- Complete As-Built drawings package, updated in CAD format
 - Single Line Diagram, load list, and panel schedules
 - Process Flow Diagram (PFD) & Piping and Instrumentation Diagram (P&ID)

- Complete Specifications package
- Complete Shop Drawings package
- QA/QC documentation
 - Documentation of all City of Garden Grove, other AHJ, deputy, and periodic inspections
- Emergency Response Plan (ERP), with considerations for inclusion into current ERP of Garden Grove Bus Base
- Hazardous Materials Management Plan and Hazardous Materials Inventory Statement
- Process Safety Management (PSM) Requirements documentation
- Testing, Adjusting, and Balancing (TAB) Report for ventilation system at the maintenance building
- Warranty
- Permit Sign-Off

Project documentation package shall be reviewed for completeness, consistency, and content by OCTA prior to acceptance.

Deliverables:

- Draft Project Documentation Package – PDF distribution and one (1) hard copy.
- Final Project Documentation Package – PDF distribution and three (3) hard copies.

15.2. As-Built Drawings

DESIGN-BUILD TEAM shall be responsible for the preparation of the as-built drawings based on the information available after construction is completed. The as-built information shall be assembled and placed on the original drawings by DESIGN-BUILD TEAM as the final revision to the drawings.

DESIGN-BUILD TEAM shall submit the draft as-built drawings and specifications to OCTA for verification on the completeness. DESIGN-BUILD TEAM shall incorporate any changes required by OCTA into the final as-built drawings within seven (7) calendar days upon receipts of OCTA's comments on drawings and specifications.

As-built drawing files in AutoCAD, version 2018 or newer, DWG format with all X-ref files fully loaded, include all applicable plot files.

Deliverables:

- PDF files and two (2) half-size hard copies of draft as-built drawings.

- PDF files, one (1) full-size hard copy, and two (2) half-size hard copies of final as-built drawings.
- One (1) set of full-size Mylar of final as-built drawings.
- PDFs files and one (1) hard copy of draft as-built specifications.
- PDFs files and two (2) hard copies of final as-built specifications.
- PDFs files and two (2) hard copies of design calculations.
- All native files of as-built drawings and specifications.

15.3. Warranty

DESIGN-BUILD TEAM shall provide a minimum three-year warranty on all major components/equipment (including but not limited to liquid hydrogen storage tank, pumps/compressors, vaporizers, gaseous storage vessels, hydrogen fuel dispensers) of the hydrogen fueling station.

Deliverables:

- PDF files and two (2) hard copies of all warranty documentation.

15.4. All Other Work

All Other Work related to Task 15: Project Closeout – Project Documentation Package, As-Builts, Warranty that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 15.1 through Task 15.3 of this Scope of Work.

- All Other Work, related to Task 15: Project Closeout – Project Documentation Package, As-Builts, Warranty, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 15.4 of this Scope of Work or another appropriate existing task of this Scope of Work.

Task 16: Operations and Fuel Supply Services During Training and Transition Period

DESIGN-BUILD TEAM shall review Task 16 of this Scope of Work herein, and shall determine work/services they will offer related to Operations and Fuel Supply Services During Training and Transition Period; DESIGN-BUILD TEAM shall define the extent of work they are offering within their technical proposal, and include pricing for such work within their price proposal.

16.1. Operations During Training and Transition Period

Operations Service Plan

DESIGN-BUILD TEAM shall provide operations services during a training and transition period of 18 months after completion and acceptance of the PROJECT. DESIGN-BUILD TEAM shall provide OCTA with an Operations Service Plan that will describe in detail their services, including response times, to minimize the downtime of the hydrogen fueling station for both scheduled and unscheduled maintenance and repairs; DESIGN-BUILD TEAM shall include the following parameters within their Operations Service Plan:

- DESIGN-BUILD TEAM is expected to be available to receive reports of malfunction 24 hours a day, every day of the year.
- A representative of the original equipment manufacturer (OEM), of the malfunctioning equipment/component or system, shall be on-site at OCTA's property within 24 hours of receiving notice of a hydrogen fueling station issue from OCTA. The malfunctioning component or system shall be properly functioning within 48 hours of receiving notice of an issue from OCTA.
- If during the warranty period, any replacement, repair, or modification on a hydrogen fueling station component, made necessary by defective design, materials, or workmanship is not completed within 48 hours, the warranty period for the entire system shall be extended by the number of days equal to the delay period.
- The hydrogen fueling station shall not be taken offline for more than 24 hours without DESIGN-BUILD TEAM providing an alternate fueling solution.
- DESIGN-BUILD TEAM shall provide all maintenance as required to keep the hydrogen fueling station fully functional, including all labor, consumables, repair, rebuild, and replacement costs. DESIGN-BUILD TEAM shall provide all preventative maintenance for the hydrogen fueling station by experienced and qualified personnel with necessary tools and equipment. Preventative maintenance shall include all weekly, monthly, and annual service as required and recommended by the manufacturers of the systems and components being provided by DESIGN-BUILD TEAM. Maintenance shall also include handling, storage, and disposal of all waste generated during operations activities in full compliance with all federal, state and local laws.
- Scheduled or preventive maintenance of the hydrogen fueling station shall not be performed during OCTA's daily fueling period, from 6:00 pm to 2:00 am. Unscheduled or corrective maintenance should be avoided between the hours of 6:00 pm and 2:00 am, if at all possible.
- DESIGN-BUILD TEAM shall be solely responsible for controlling, storing, and disposing of all hazardous byproducts and waste that are generated as

a result of operations activities at the hydrogen fueling station, per codes and requirements of City of Garden Grove and other AHJ, including any licensing requirements.

- DESIGN-BUILD TEAM shall submit to OCTA every three (3) months, records of all scheduled and unscheduled maintenance and repairs performed at the hydrogen fueling station. DESIGN-BUILD TEAM shall submit maintenance records throughout the 18 months (training and transition period) operations services, and shall include reports on any failures, accidents, and other significant events.
- At the conclusion of the operations services, DESIGN-BUILD TEAM shall provide OCTA a complete set of updated Operations Manuals, as-built drawings, and the complete maintenance records for the hydrogen fueling station, dating back from the start of the operations services.

DESIGN-BUILD TEAM shall provide OCTA with standard operating procedures or response protocols that shall be incorporated into their Emergency Response Plan for any emergency situations that may occur during the operations services of the hydrogen fueling station.

As part of the hydrogen fueling station maintenance plan, which is automated to trigger the various preventative maintenance tasks required to maintain the entire system, a further trigger shall be programmed to schedule the bi-annual purity testing requirement. DESIGN-BUILD TEAM shall meet SAE J2719 fuel quality standard for hydrogen.

Operations Manual

DESIGN-BUILD TEAM shall provide OCTA with 10 copies Operations Manuals (bound sets) prior to the start of the hydrogen fueling station commissioning.

- DESIGN-BUILD TEAM shall provide OCTA with Operations Manual updates for any equipment or components that are replaced or added, and that are not listed in the original Operations Manual; DESIGN-BUILD TEAM shall provide Operations Manual updates throughout the 18 months (training and transition period) operations services.

Operations Manuals shall identify and list both preventive and corrective maintenance tasks. Operations Manuals shall include parts bulletins for all major components and systems (including but not limited to liquid hydrogen storage tank, pumps/compressors, vaporizers, gaseous storage vessels, hydrogen fuel dispensers and hoses). Operations Manuals shall identify and list parts and/or equipment that are expected to be replaced under the operations service. Operations Manuals shall include Recommended Spare Parts List (RSPL) for all listed components.

Hydrogen Fueling Station Access

DESIGN-BUILD TEAM shall permit trained OCTA personnel to enter all portions of the hydrogen fueling station to perform routine or emergency inspections and take routine or emergency readings; OCTA personnel shall also be able to follow and observe DESIGN-BUILD TEAM's technicians during their normal duties at the hydrogen fueling station.

Maintenance of the hydrogen fueling station may be performed at any time; however, if maintenance requires the hydrogen fueling station to be off-line for more than 30 minutes, the maintenance work shall not be performed between the hours of 6:00 pm and 2:00 am.

16.2. Fuel Supply Services

Fuel Supply

DESIGN-BUILD TEAM shall sell to OCTA and OCTA shall buy from DESIGN-BUILD TEAM the fuel supply (liquid hydrogen) during a transitional period of 18 months after completion and acceptance of the PROJECT; fuel supply transaction shall be based on agreed upon milestones, deliverables, and payments in accordance with associated costs and prices from DESIGN-BUILD TEAM's price proposal. Estimated fuel supply pricing shall be based on a total daily fuel consumption of 1,500 kilograms for 18 months

Hydrogen Fueling Station Access

Delivery of hydrogen fuel supply may be delivered seven (7) days a week between the hours of 5:00 am and 6:00 pm.

Backup Hydrogen Fuel Supply

DESIGN-BUILD TEAM shall develop a plan to provide a backup supply of hydrogen (alternate fueling solution) to reduce the risk of not being able to fuel OCTA's buses for more than 24 hours (during the critical daily fueling window, from 6 pm to 2:00 am).

Hydrogen Quality

DESIGN-BUILD TEAM shall meet SAE J2719 fuel quality standard for hydrogen.

Renewable Hydrogen

DESIGN-BUILD TEAM shall provide renewable hydrogen as prescribed for fueling stations receiving state funds included in the California Code, Health and Safety Code Section 43869. No less than 33.3 percent of the hydrogen dispensed by the fueling station shall be made from eligible renewable energy resources as defined in Section 399.12 of the Public Utilities Code.

DESIGN-BUILD TEAM shall report renewable fuel dispensed through CARB's Low Carbon Fuel Standard program (<https://ww2.arb.ca.gov/our-work/programs/low-carbon-fuel-standard>).

Low Carbon Fuel Standards (LCFS) Credits

DESIGN-BUILD TEAM irrevocably assigns and transfers to OCTA all of DESIGN-BUILD TEAM's right, title and interest in and to any and all environmental attributes, credits or benefits of any kind associated with or arising out of the (consumption or dispensing) of electricity/hydrogen as vehicle fuel or operation of equipment necessary to generate environmental credits, including, without limitation, low carbon fuel standard credits, renewable identification numbers, greenhouse gas emission reduction recognition in any form, verified emission reductions, offsets, allowances, credits, avoided compliance costs, emission rights and authorizations under any law or regulation, or any emission reduction registry, trading system, or reporting or reduction program for greenhouse gas emissions that is established, certified, maintained, or recognized by any international, governmental, or nongovernmental authority.

16.3. All Other Work

All Other Work related to Task 16: Operations and Fuel Supply Services During Training and Transition Period that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 16.1 through Task 16.2 of this Scope of Work.

- All Other Work, related to Task 16: Operations and Fuel Supply Services During Training and Transition Period, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 16.3 of this Scope of Work or another appropriate existing task of this Scope of Work.

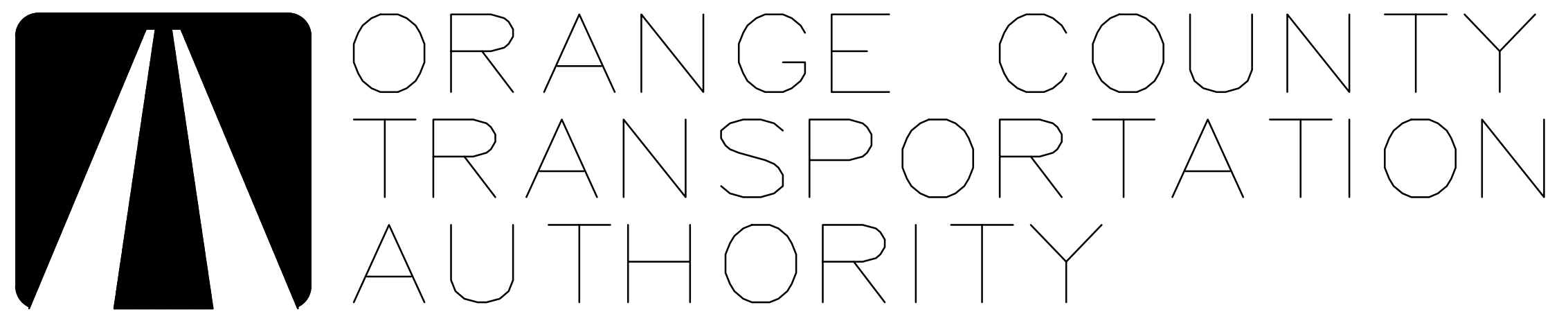
Task 17: All Other Work

DESIGN-BUILD TEAM shall review entire Scope of Work, and shall determine work/services that have been excluded, if any, but will be offered by DESIGN-BUILD TEAM; the extent of work to be offered shall be defined by DESIGN-BUILD TEAM within their technical proposal, and include pricing for such work within their price proposal.

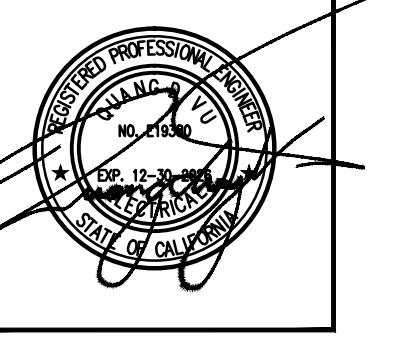
All Other Work, that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 1 through Task 16 of this Scope of Work; DESIGN-BUILD TEAM shall define All Other Work that are offered by DESIGN-BUILD TEAM, if any, in their proposal and include the associated prices in their pricing proposal.

- All Other Work, as defined by DESIGN-BUILD TEAM in their proposal, that are offered by DESIGN-BUILD TEAM shall be amended to Task 17 of this Scope of Work, unless such work belongs within an existing task (within Task 1 through Task 16 of this Scope of Work) of which such work shall be amended to that appropriate task.

EXHIBIT B: SCOPE OF WORK ATTACHMENTS



DESIGN-BUILD SERVICES FOR HYDROGEN FUELING STATION AND FACILITY MODIFICATIONS AT GARDEN GROVE BUS BASE 11790 CARDINAL CIRCLE, GARDEN GROVE, CA 92843 REQUEST FOR PROPOSALS RFP-4-2683



MARK	DATE	BY	REVISIONS

VICINITY MAP	PROJECT INFORMATION	DRAWING INDEX																													
	<p>OWNER: ORANGE COUNTY TRANSPORTATION AUTHORITY SITE ADDRESS: 11790 CARDINAL CIRCLE, GARDEN GROVE, CA 92843 FACILITY USE: BUS MAINTENANCE ZONE: INDUSTRIAL REFERENCE: - BUILDING FOOT PRINT: N/A ALLOWABLE FLOOR AREA: N/A TYPE OF CONSTRUCTION: N/A SPRINKLERS REQUIREMENT: N/A HAZARD MATERIAL: NO HAZARDOUS MATERIAL IS STORED NEARBY</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">SHEET</th> <th style="width: 15%;">DESCRIPTION</th> </tr> </thead> <tbody> <tr><td>1</td><td>GG-T001</td><td>TITLE SHEET, DRAWINGS INDEX, SCOPE OF WORK, PROJECT LOCATION AND VICINITY MAP</td></tr> <tr><td>2</td><td>GG-C100</td><td>TOPOGRAPHIC SITE PLAN</td></tr> <tr><td>3</td><td>GG-E100</td><td>SITE PLAN</td></tr> <tr><td>4</td><td>GG-E101</td><td>DEMOLITION PLAN FOR LH2 EQUIPMENT AREA</td></tr> <tr><td>5</td><td>GG-E102</td><td>LIQUID HYDROGEN (LH2) STORAGE & FUELING FACILITIES PLANS</td></tr> <tr><td>6</td><td>GG-E103</td><td>HC-50 CHILLER EQUIPMENT AND CONCRETE FOUNDATION PLANS AT FUELING & VACUUM BUILDING</td></tr> <tr><td>7</td><td>GG-E104</td><td>SAFETY BUS SERVICE PLATFORM AT MAINTENANCE BUILDING</td></tr> <tr><td>8</td><td>GG-E105</td><td>LIQUID HYDROGEN (LH2) EQUIPMENT CONCRETE FOUNDATION PLAN</td></tr> <tr><td>9</td><td>GG-E106</td><td>HAZARDOUS ZONES PLAN AND ELEVATION</td></tr> </tbody> </table>	SHEET	DESCRIPTION	1	GG-T001	TITLE SHEET, DRAWINGS INDEX, SCOPE OF WORK, PROJECT LOCATION AND VICINITY MAP	2	GG-C100	TOPOGRAPHIC SITE PLAN	3	GG-E100	SITE PLAN	4	GG-E101	DEMOLITION PLAN FOR LH2 EQUIPMENT AREA	5	GG-E102	LIQUID HYDROGEN (LH2) STORAGE & FUELING FACILITIES PLANS	6	GG-E103	HC-50 CHILLER EQUIPMENT AND CONCRETE FOUNDATION PLANS AT FUELING & VACUUM BUILDING	7	GG-E104	SAFETY BUS SERVICE PLATFORM AT MAINTENANCE BUILDING	8	GG-E105	LIQUID HYDROGEN (LH2) EQUIPMENT CONCRETE FOUNDATION PLAN	9	GG-E106	HAZARDOUS ZONES PLAN AND ELEVATION
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9	GG-E106	HAZARDOUS ZONES PLAN AND ELEVATION																													
<p>CLIENT: ORANGE COUNTY TRANSPORTATION AUTHORITY 550 S. MAIN STREET ORANGE, CA 92868</p> <p>CONSULTING ENGINEERS: DAHL, TAYLOR & ASSOCIATES 2960 DAIMLER STREET SANTA ANA, CA 92705</p>	<p style="text-align: center;">CODES AND STANDARDS</p> <p>2022 BUILDING STANDARDS ADMINISTRATIVE CODE, PART 1, TITLE 24 C.C.R. 2022 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 C.C.R. 2022 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 C.C.R. 2022 CALIFORNIA MECHANICAL CODE (CMC) PART 4, TITLE 24 C.C.R. 2022 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 C.C.R. 2022 CALIFORNIA ENERGY CODE, PART 6, TITLE 24 C.C.R. 2022 CALIFORNIA FIRE CODE, PART 9, TITLE 24 C.C.R. 2022 CALIFORNIA REFERENCED STANDARDS, PART 12, TITLE 24 C.C.R. TITLE 19 C.C.R., PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS. 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN CODE), TITLE 24 C.C.R. 2023 NFPA 2 - HYDROGEN TECHNOLOGIES CODE</p> <p>ALL WORK AND MATERIALS SHALL BE IN FULL ACCORDANCE WITH THESE CODES AND ALL APPLICABLE LOCAL ORDINANCES. WHERE CONTRACT DOCUMENTS EXCEED THESE REQUIREMENTS WITHOUT VIOLATING CODE AND REGULATION REQUIREMENTS, CONTRACT DOCUMENTS SHALL TAKE PRECEDENCE. WHERE CODES CONFLICT, THE MORE STRINGENT SHALL APPLY.</p>																														
<p style="text-align: center;">PROJECT LOCATION</p>	<p style="text-align: center;">OFFERORS BID NOTES</p> <ol style="list-style-type: none"> THE DRAWINGS AS PROVIDED WERE PREPARED FOR A DESIGN-BUILD PROPOSAL REQUEST. OFFERORS BIDDING ON THIS PROJECT SHALL VERIFY EXISTING SITE CONDITIONS AND REVIEW THE ENTIRE REQUEST FOR PROPOSALS (RFP) PACKAGE IN PREPARATION OF THEIR RESPONSES TO RFP-4-2683. GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR THE SCOPE OF WORK AS DESCRIBED IN THE ENTIRE RFP-4-2683 PACKAGE AND WILL BE RESPONSIBLE TO COORDINATE ALL TRADES. GENERAL CONTRACTOR AND ABATEMENT CONTRACTOR ARE TO COORDINATE ALL RELATED WORK. 	<p style="text-align: center;">SCOPE OF WORK</p> <ol style="list-style-type: none"> READ AND REVIEW THE SCOPE OF WORK INCLUDED IN THE REQUEST FOR PROPOSALS (RFP-4-2683) PACKAGE. 																													

Sheet Title
 TITLE SHEET, DRAWINGS INDEX, SCOPE OF WORK,
 PROJECT LOCATION AND VICINITY MAP

Project
 DESIGN-BUILD SERVICES FOR HYDROGEN FUELING STATION AND
 FACILITY MODIFICATIONS AT GARDEN GROVE BUS BASE
 11790 CARDINAL CIRCLE, GARDEN GROVE, CA

JOB #	1.24.3
DESIGN BY:	SDV
DRAWN BY:	TMP
CHECKED BY:	QV
DATE	12-12-2024
SCALE	AS NOTED
SHEET	GG-T001

550 South Main Street
Orange, CA 92668
714/560/OCTA



HUITT ZOLLARS
2833 Main Street, Suite 400
Irvine, California 92614
949.988.5815
www.huittzollars.com

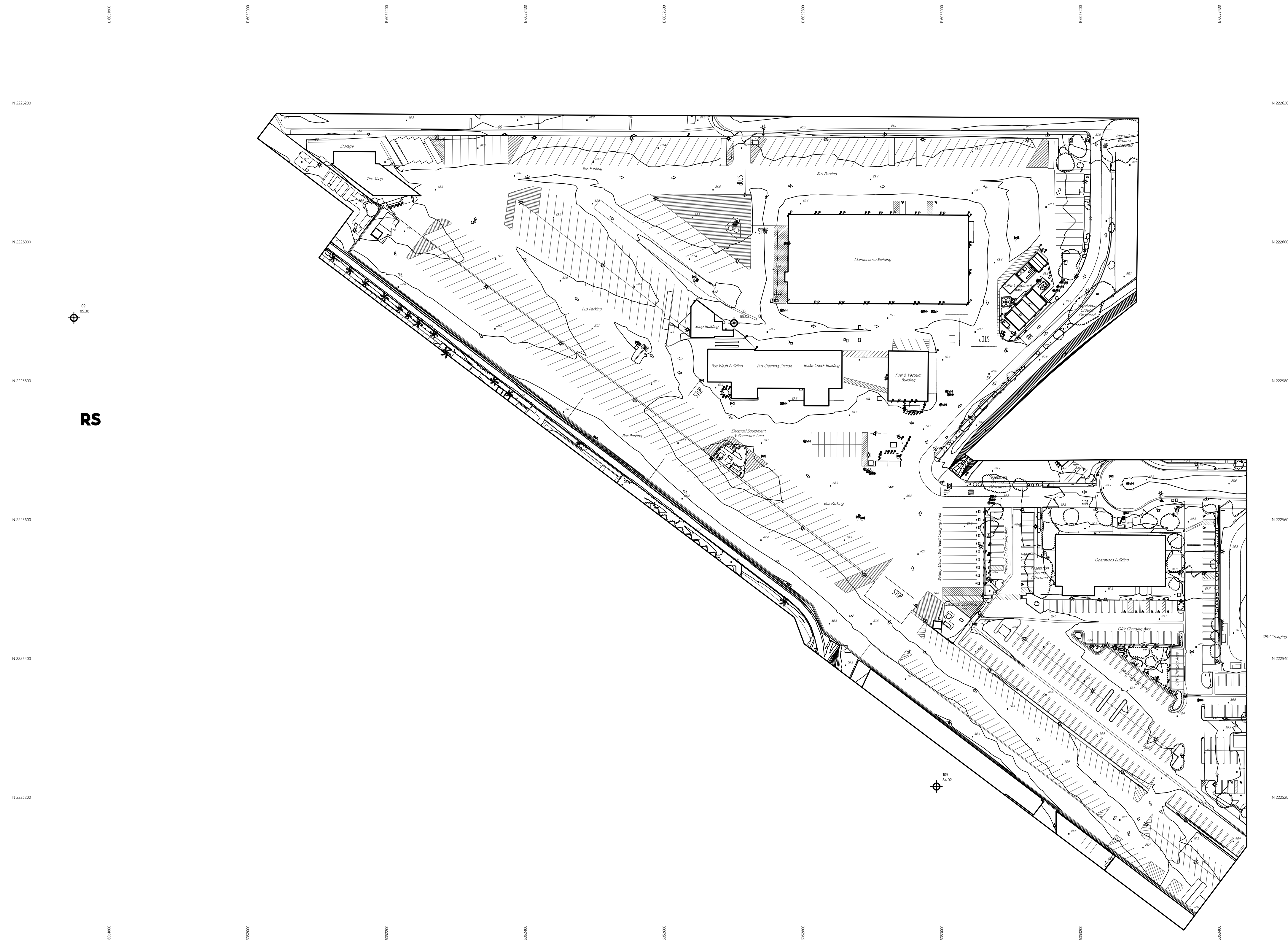
SYMBOLS	DESCRIPTIONS
	AERIAL PANELS
	GRID TEXT
	GRID TICK
	SPOT ELEVATION
	CACTUS
	PALM TREE
	SINGLE TREE
	FLAG
	GATE
	SIGNS
	BILLBOARD
	OVERHEAD SIGNS
	STREET SIGN
	POST / BOLLARD
	FIRE HYDRANT
	METER / UTILITY
	MANHOLE
	VALVE
	CATCH BASIN
	CULVERT
	UTILITY POLE
	TRANSMISSION
	TV DISH
	LIGHT POLE
	TRAFFIC SIGNAL
	PEDESTRIAN SIGNAL
	STREET LIGHT
	STRAIGHT ARROWS
	DIRECTIONAL ARROWS
	MINE
	BIKE LANE
	HANDICAP
	TRAFFIC PAINT
	BUILDING
	SWIMMING POOL
	BRIDGE
	CANOPY
	ROCKS
	TRAFFIC LANE PAINT
	PARKING STRIPES
	ROAD / PAVEMENT
	DIRT ROAD / TRAIL
	CURB / GUTTER
	CONCRETE
	RAILROAD
	FENCE
	RETAINING WALL
	GUARD RAIL
	INDEX CONTOUR / TEXT
	INTER CONTOUR
	INDEX DEPRESSION / TEXT
	INTER DEPRESSION
	WASH / WATER
	VEGETATION LINE
	GOLF FAIRWAY
	GOLF GREEN / TEE
	GOLF SANDTRAP
	FIELD / GRASS



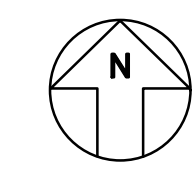
DAHL, TAYLOR & ASSOCIATES
CONSULTING ENGINEERS
2290 DANLERS STREET
SANTA ANA, CALIFORNIA 92705
TEL # (949) 254-8016
dta@dahl-taylor.com



MARK	DATE	BY	REVISIONS
(C)			



RS



TOPOGRAPHIC SITE PLAN

SCALE
1"=80'-0"

1

Sheet Title
TOPOGRAPHIC SITE PLAN

Project
DESIGN-BUILD SERVICES FOR HYDROGEN FUELING STATION AND
FACILITY MODIFICATIONS AT GARDEN GROVE BUS BASE
11790 CARDINAL CIRCLE, GARDEN GROVE, CA

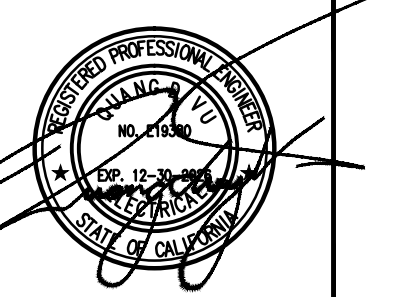
JOB #	1.24.3
DESIGN BY:	SDV
DRAWN BY:	TMP
CHECKED BY:	QV
DATE	12-12-2024
SCALE	AS NOTED
SHEET	GG-C100

550 South Main Street
Orange, CA 92668
714/560/OCTA

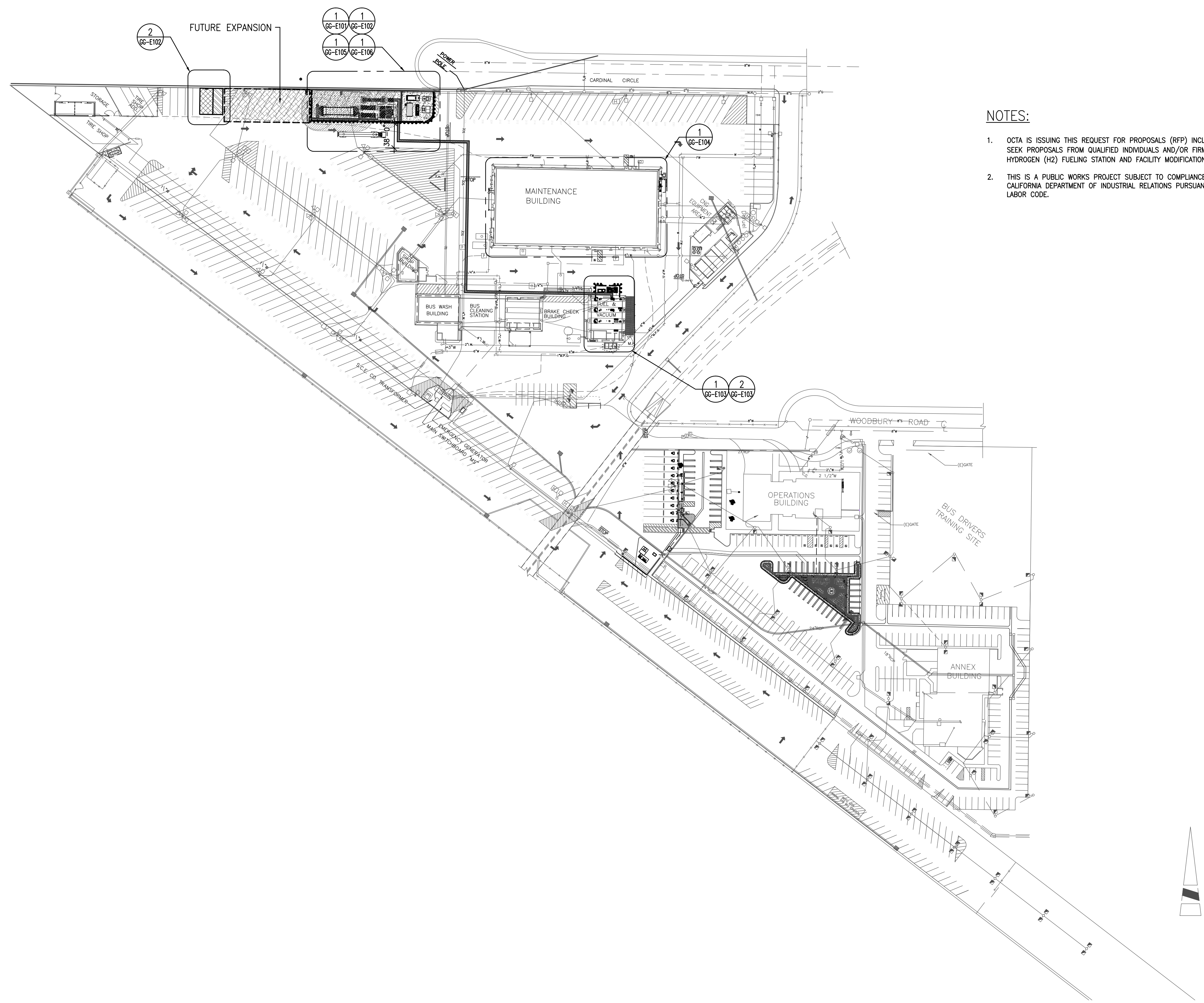




DAHL, TAYLOR & ASSOCIATES
CONSULTING ENGINEERS
2260 DANLERS STREET
SANTA ANA, CALIFORNIA 92705
TEL # (949) 254-8216
dta@dahl-taylor.com



MARK	DATE	BY	REVISIONS
C			



NOTES:

- OCTA IS ISSUING THIS REQUEST FOR PROPOSALS (RFP) INCLUDING THESE PLANS AND ELEVATIONS TO SEEK PROPOSALS FROM QUALIFIED INDIVIDUALS AND/OR FIRMS TO PROVIDE DESIGN-BUILD SERVICES FOR HYDROGEN (H2) FUELING STATION AND FACILITY MODIFICATIONS.
- THIS IS A PUBLIC WORKS PROJECT SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PURSUANT TO SECTION 1771.4 OF THE CALIFORNIA LABOR CODE.

Sheet Title SITE PLAN

Project DESIGN-BUILD SERVICES FOR HYDROGEN FUELING STATION AND FACILITY MODIFICATIONS AT GARDEN GROVE BUS BASE
11790 CARDINAL CIRCLE, GARDEN GROVE, CA

JOB # 1.24.3
 DESIGN BY: SDV
 DRAWN BY: TMP
 CHECKED BY: QV
 DATE 12-12-2024
 SCALE AS NOTED
 SHEET GG-E100

550 South Main Street
 Orange, CA 92668
 714/560/OCTA



SITE PLAN (OPTION)

SCALE 1"=80'-0"

1

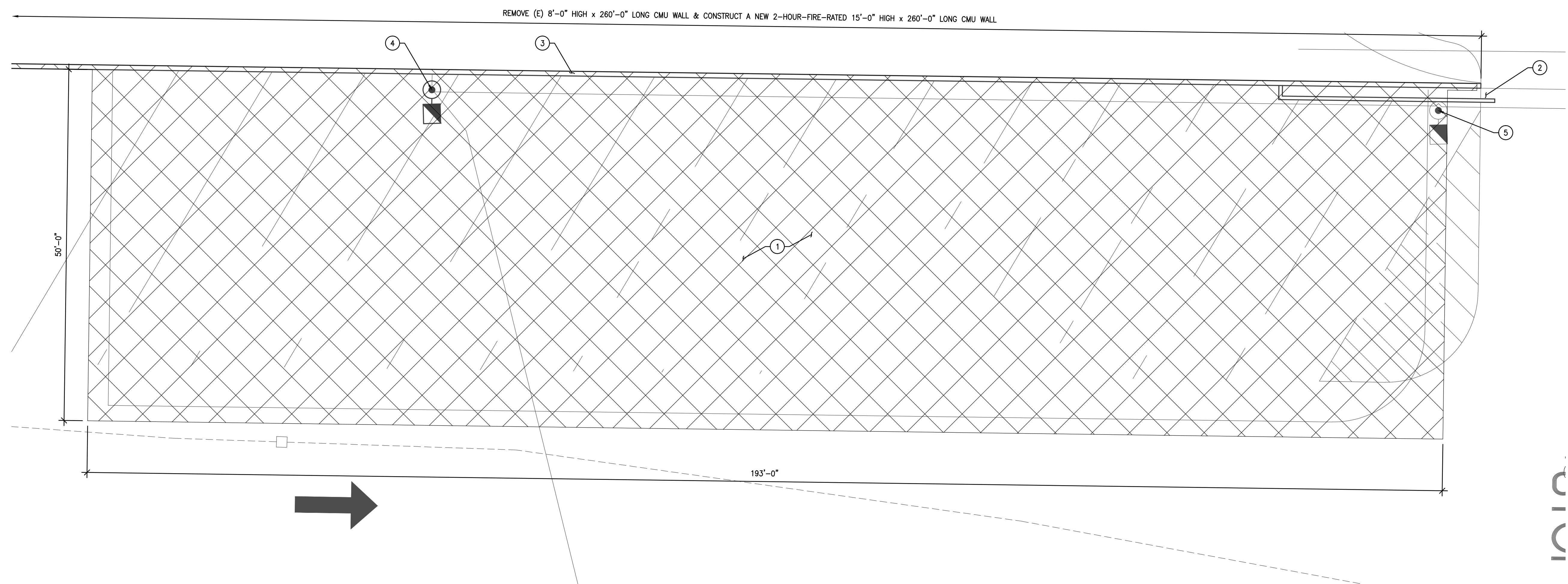
PRELIMINARY STUDY



DAHL, TAYLOR & ASSOCIATES
CONSULTING ENGINEERS
2290 DANLERS STREET
SANTA ANA, CALIFORNIA 92705
TEL # (949) 254-8216
dta@dahltaylor.com



MARK	DATE	BY	REVISIONS



DEMOLITION KEY NOTES:

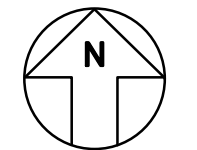
- ① AREA REQUIRES SAW CUTTING, CONCRETE PAVEMENT REMOVAL, GROUND EXCAVATION, AND SOIL COMPACTION GROUTING FOR CONSTRUCTION OF NEW CONCRETE FOUNDATIONS, PADS, PIERS, AND DRAINAGE TO SUPPORT HYDROGEN (H2) FUELING STATION. PROTECT SURROUNDING CONCRETE PAVEMENT FROM DAMAGE DURING CONSTRUCTION.
- ② EXISTING AUTOMATED STEEL GATE TO BE REMOVED AND REPLACED WITH NEW AUTOMATED ELECTRIC SLIDING STEEL GATE.
- ③ REMOVE EXISTING 260'-0" LONG x 8'-0" HIGH CMU WALL FOR CONSTRUCTION OF NEW 15' HIGH 2-HOUR FIRE-RATED CMU WALL IN COMPLIANCE WITH 2022 CBC, ASCE 7-16, AND NFPA 2 FOR LIQUID HYDROGEN STORAGE AND FUELING FACILITIES.
- ④ REMOVE EXISTING LIGHT POLE, FOUNDATION, AND WIRING AND INSTALL A NEW REPLACEMENT LIGHT POLE, LED FIXTURES, FOUNDATION, AND WIRING AT A DIFFERENT LOCATION AND IN COMPLIANCE WITH NFPA 70 NATIONAL ELECTRICAL CODE (NEC) CLASS 1 DIVISION 2.
- ⑤ EXISTING LIGHT POLE, FOUNDATION, AND WIRING TO BE REMOVED AND REPLACED WITH NEW LIGHT POLE COMPLIANT WITH NEC CLASS 1 DIVISION 2.

Sheet Title
DEMOLITION FOR LH2 EQUIPMENT AREA

Project
DESIGN-BUILD SERVICES FOR HYDROGEN FUELING STATION AND FACILITY MODIFICATIONS AT GARDEN GROVE BUS BASE
11790 CARDINAL CIRCLE, GARDEN GROVE, CA

JOB # 1.24.3
DESIGN BY: SDV
DRAWN BY: TMP
CHECKED BY: QV
DATE 12-12-2024
SCALE AS NOTED
SHEET GG-E101

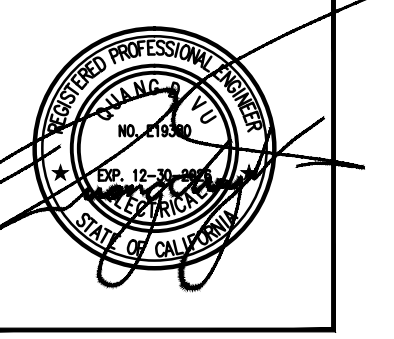
550 South Main Street
Orange, CA 92668
714/560/OCTA



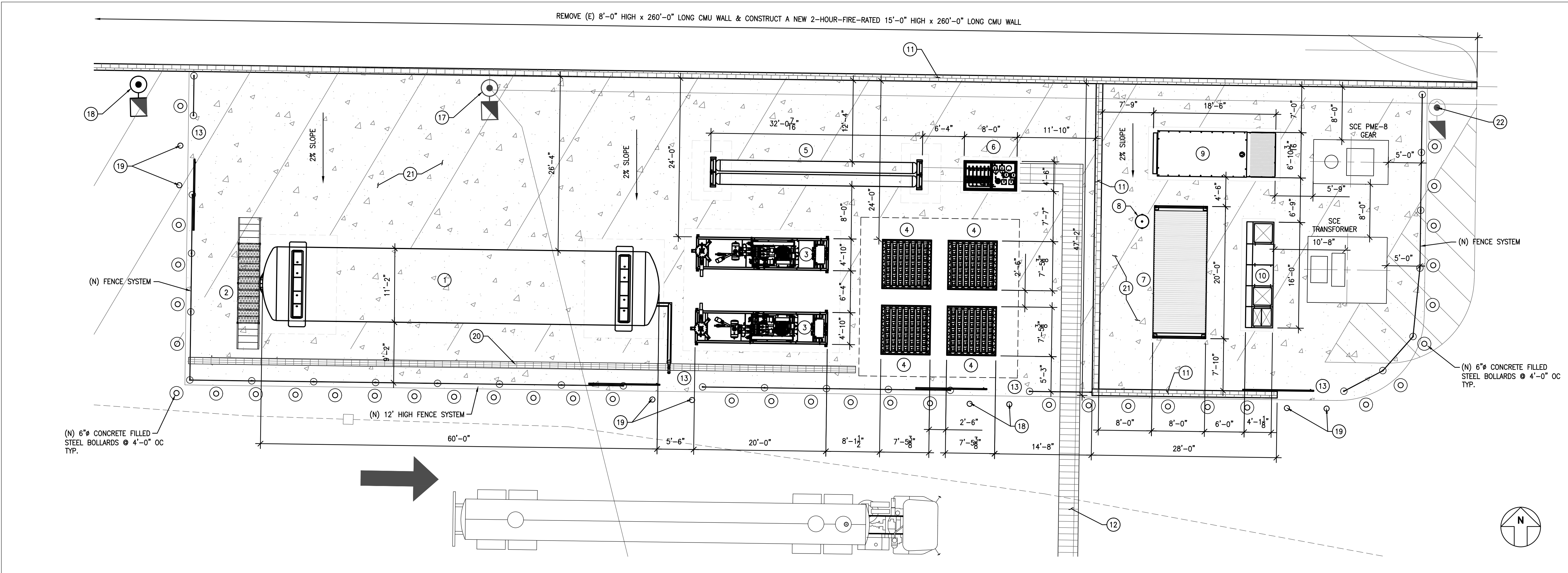
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DEMOLITION FOR LIQUID HYDROGEN (LH2) EQUIPMENT AREA

PRELIMINARY STUDY



MARK	DATE	BY	REVISIONS



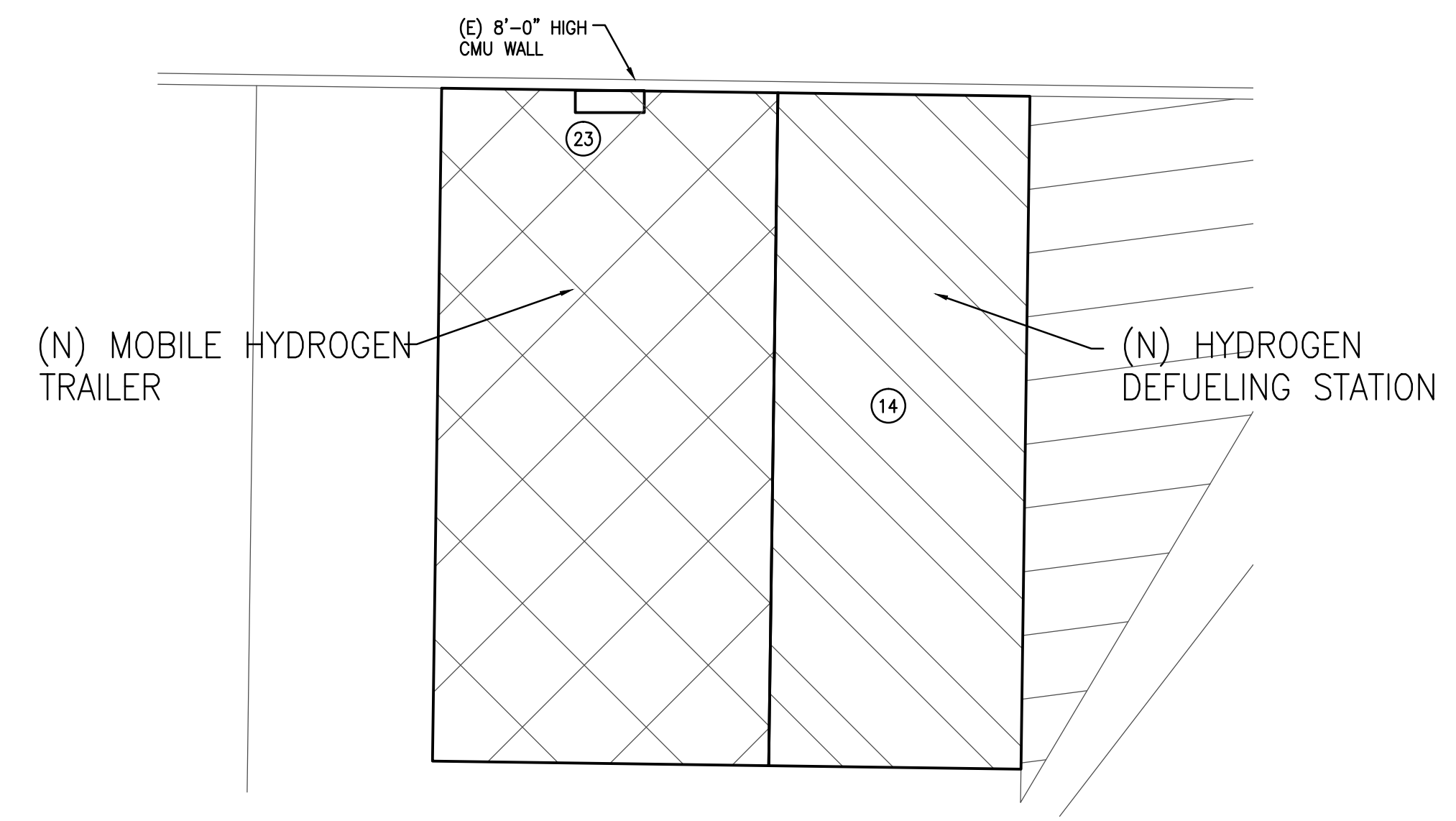
LIQUID HYDROGEN (LH2) STORAGE AND FUELING EQUIPMENT PLAN

SCALE
1/8"=1'-0" 1

- 1 25,000-GALLON LIQUID HYDROGEN (LH2) STORAGE TANK WITH PROVISIONS FOR CONTROLLED COLD LH2 STORAGE.
- 2 LH2 STORAGE TANK SERVICE PLATFORM W/ RAILINGS & ACCESS STEPS ON BOTH ENDS.
- 3 LH2 BOOST AND PISTON PUMPS AND COLD CAPTURE HEAT EXCHANGERS (CC-HEX).
- 4 AMBIENT VAPORIZERS / HEAT EXCHANGERS (HEX), 200 KGS/HR EACH. (APPROXIMATELY 8'-3" SQUARE x 34'-0" HT.)
- 5 STACKED LOW & MEDIUM PRESSURE GASEOUS HYDROGEN (GH2) STORAGE VESSELS, 10 VESSELS PER STACK FOR A TOTAL OF 20 VESSELS. VESSEL DIMENSIONS: 16" OD, 35' LONG, 22.18 CUBIC FEET (628L) WATER CAPACITY.
- 6 PRIORITY CONTROL UNIT.
- 7 CONTROL AND POWER CONTAINER.
- 8 NITROGEN PURGE TANK.
- 9 1,000 KW, 480V, 3P, SCAQMD TIER 4 STANDBY POWER GENERATOR W/ 48-HR DIESEL TANK.
- 10 1,600A, 480V, 3P METER SWITCHBOARD WITH ATS, 480/208Y-120V TRANSFORMER & 208Y/120V PANEL BOARD.
- 11 2-HR FIRE RATED 15' HIGH CMU WALL.
- 12 TRENCHES FOR PIPING BUNDLES AND CONDUIT DUCT BANKS.
- 13 12'-0" WIDE SLIDING FENCE GATE.
- 14 15' x 40' HYDROGEN DEFUELING STATION WITH DEFUELING HOSE AND NOZZLE PANEL TO BE INCORPORATED WITH A GASEOUS HYDROGEN (GH2) RECOVERY SYSTEM FOR REFUELING.
- 15 NOT USED.
- 16 NOT USED.
- 17 REMOVE EXISTING LIGHT POLE AND INSTALL CLASS 1 DIV. 2 LIGHT POLES AT NEW LOCATIONS.
- 18 NEW LIGHT POLES, CONCRETE FOUNDATION, AND WIRING AT NEW LOCATION. INSTALLATION SHALL COMPLY WITH ELECTRICAL CLASS 1 DIVISION 2 HAZARDOUS AREA.
- 19 6" REMOVABLE CONCRETE FILLED STEEL BOLLARD WITH LIFTING EYE.
- 20 IN-SLAB DRAINAGE GUTTER WITH TRAFFIC RATED GRATE.
- 21 NEW ELEVATED CONCRETE SLAB, RAISED LEVEL EQUIPMENT FOUNDATIONS, ELECTRICAL CLASS 1 DIVISION 1 LIGHTING, FLAME & GH2 DETECTORS, ALARM INDICATOR BEACON LIGHTS, AND VIDEO SECURITY SURVEILLANCE (VSS) CAMERAS FOR THE ENTIRE EQUIPMENT AREA. FULLY INTEGRATE NEW SYSTEMS WITH EXISTING SYSTEMS.
- 22 EXISTING LIGHT POLE TO BE REMOVED AND REPLACED AFTER CONSTRUCTION OF NEW 15' HIGH CMU WALL.
- 23 20' WIDE MOBILE HYDROGEN TRAILER AREA WITH ELECTRICAL NEMA 3R CABINET HOUSING 300A, 480V, 3P CIRCUIT BREAKER, RECEPTACLE, GROUNDING TERMINAL, AND 30' LONG POWER CORD WITH PLUGS ON BOTH ENDS.

EQUIPMENT KEY NOTES

SCALE
NONE 3



FCB DEFUELING AREA PLAN

GENERAL NOTE
DEFUELING AREA HATCHBACK IS TO EMPHASIZE ITS LOCATION. IT IS NOT STRIPING.

SCALE
1/8"=1'-0" 2

Sheet Title
LIQUID HYDROGEN (LH2) STORAGE & FUELING FACILITIES PLANS

Project
DESIGN-BUILD SERVICES FOR HYDROGEN FUELING STATION AND FACILITY MODIFICATIONS AT GARDEN GROVE BUS BASE
11790 CARDINAL CIRCLE, GARDEN GROVE, CA

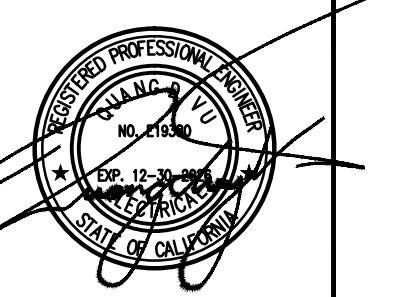
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DESIGN BY:	SDV
DRAWN BY:	TMP
CHECKED BY:	QV
DATE	12-12-2024
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SHEET	GG-E102

550 South Main Street
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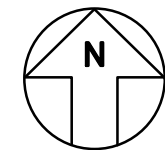
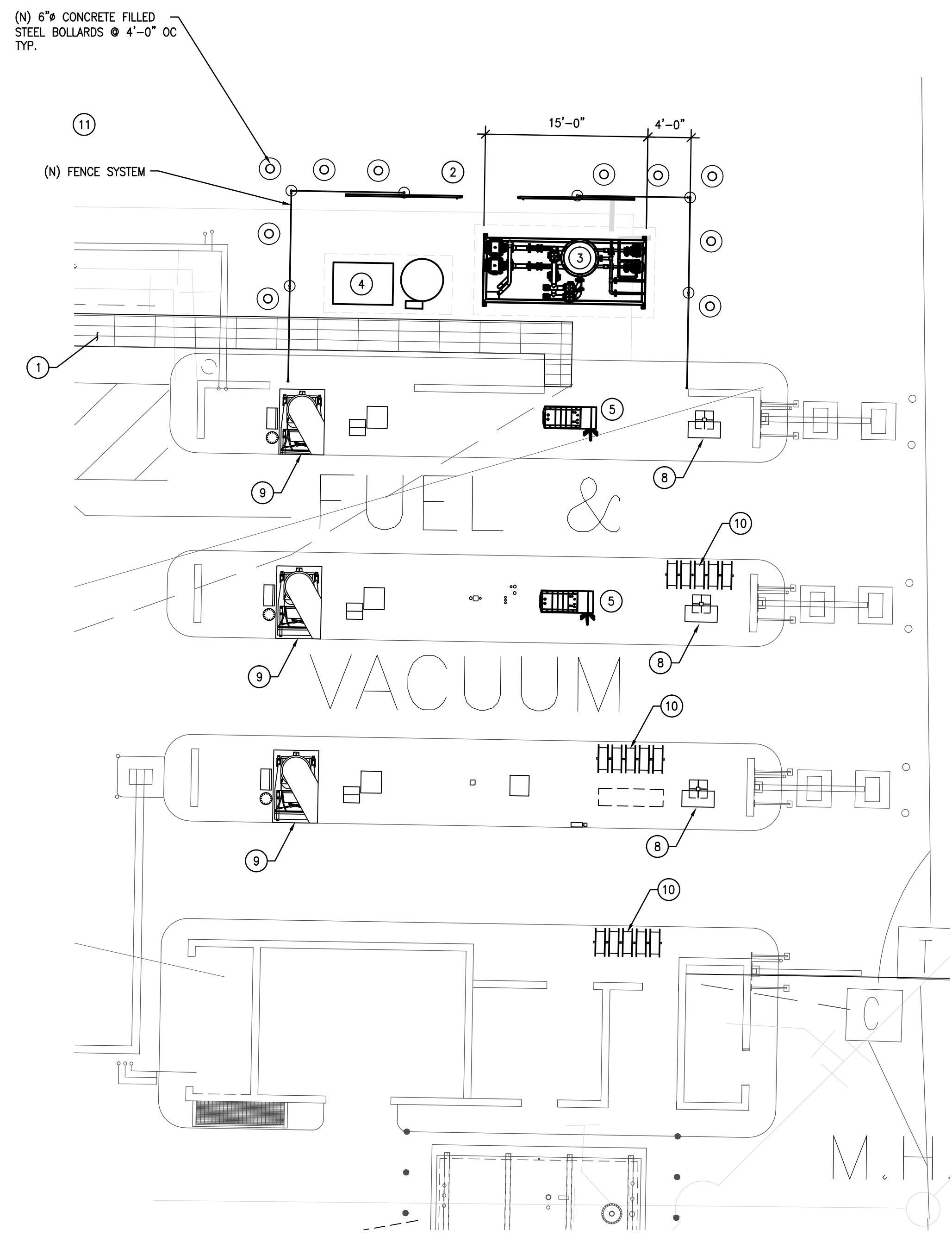
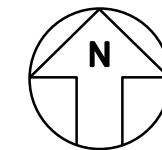
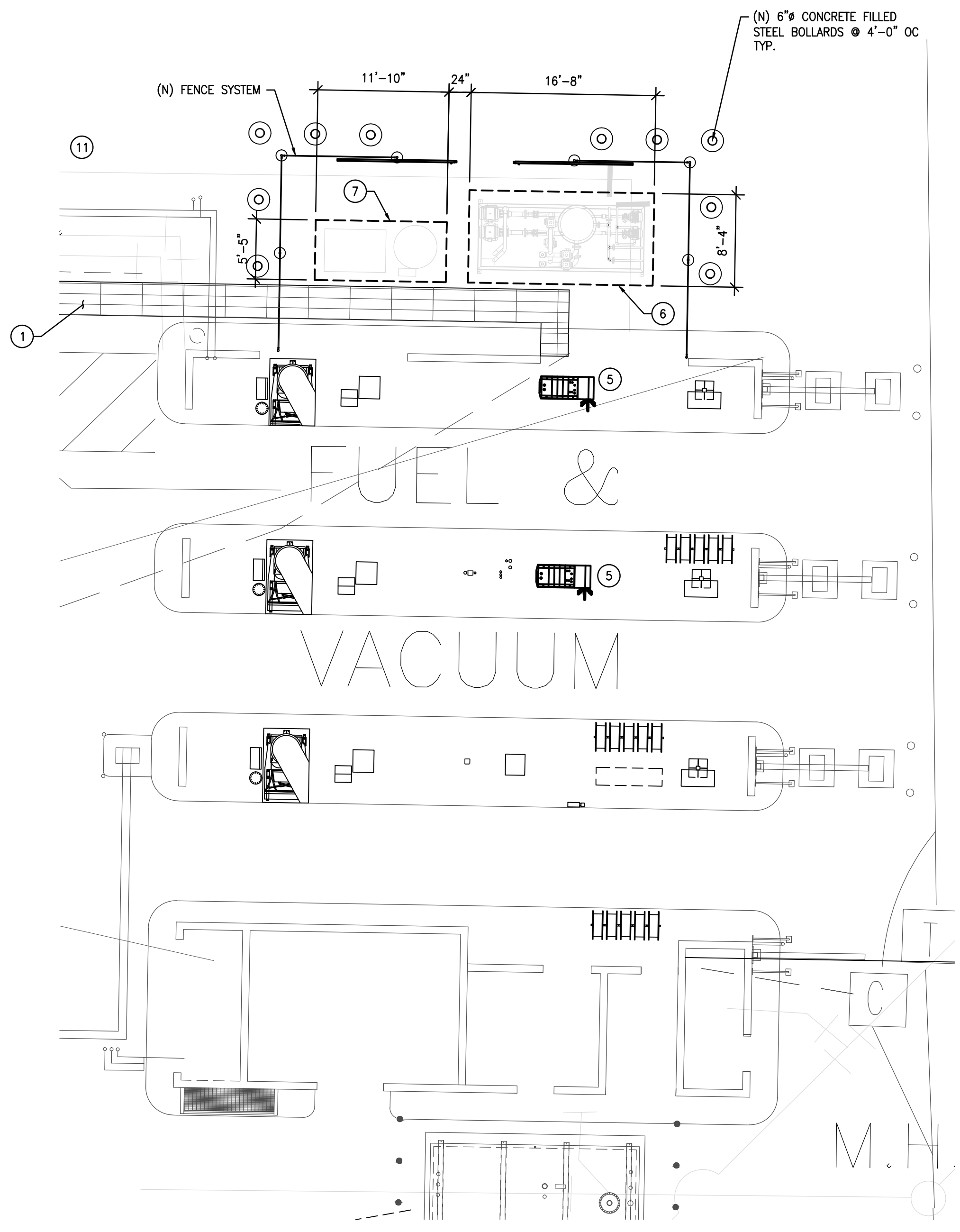
DAHL, TAYLOR & ASSOCIATES
CONSULTING ENGINEERS
2290 DANLERS STREET
SANTA ANA, CALIFORNIA 92705
TEL # (949) 254-8016
dta@dahl-taylor.com



NO.	DATE	BY	REVISIONS

EQUIPMENT KEY NOTES:

- ① TRENCH FOR UNDERGROUND PIPES AND ELECTRICAL CONDUITS.
- ② 12'-0" WIDE SLIDING FENCE GATE.
- ③ HC-50 HEAT EXCHANGER & PUMP PACKAGE.
- ④ HC-50 CHILLER & COOLING TOWER PACKAGE.
- ⑤ 350 / 700 BAR GASEOUS HYDROGEN (GH2) DISPENSER TO BE INSTALLED AT MINIMUM 15 FEET AWAY FROM EXISTING CNG DISPENSER. PROVIDE CONCRETE FOUNDATION AND SEISMIC ANCHORAGE IN COMPLIANCE WITH 2022 CBC, ASCE 7-16, AND NFPA 2.
- ⑥ HC-50 HEAT EXCHANGER (HX) & PUMP PACKAGE RAISED FOUNDATION.
- ⑦ HC-50 CHILLER & COOLING TOWER PACKAGE RAISED FOUNDATION.
- ⑧ EXISTING CNG TRANSIT DISPENSER.
- ⑨ EXISTING VACUUM MACHINE.
- ⑩ EXISTING HOSE REEL.
- ⑪ STRIPE VEHICLE PARKING STALLS AND ADJUST / MOVE ALL SIGNS AFTER HC-50 CHILLER INSTALLATION.



EQUIPMENT KEY NOTES

SCALE NONE

3

FUELING & VACUUM BUILDING PLAN - NEW EQUIPMENT FOUNDATION

SCALE 1/8"=1'-0"

2

FUELING & VACUUM BUILDING PLAN - NEW EQUIPMENT

SCALE 1/8"=1'-0"

1

Sheet Title
HC-50 CHILLER EQUIPMENT AND CONCRETE FOUNDATION
PLANS AT FUELING & VACUUM BUILDING

Project
DESIGN-BUILD SERVICES FOR HYDROGEN FUELING STATION AND
FACILITY MODIFICATIONS AT GARDEN GROVE BUS BASE
11790 CARDINAL CIRCLE, GARDEN GROVE, CA

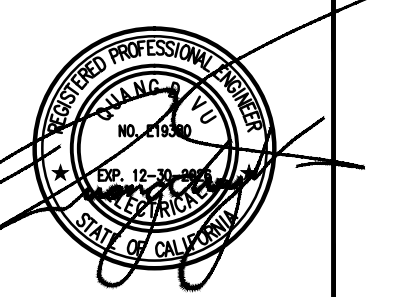
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DATE 12-12-2024
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SHEET
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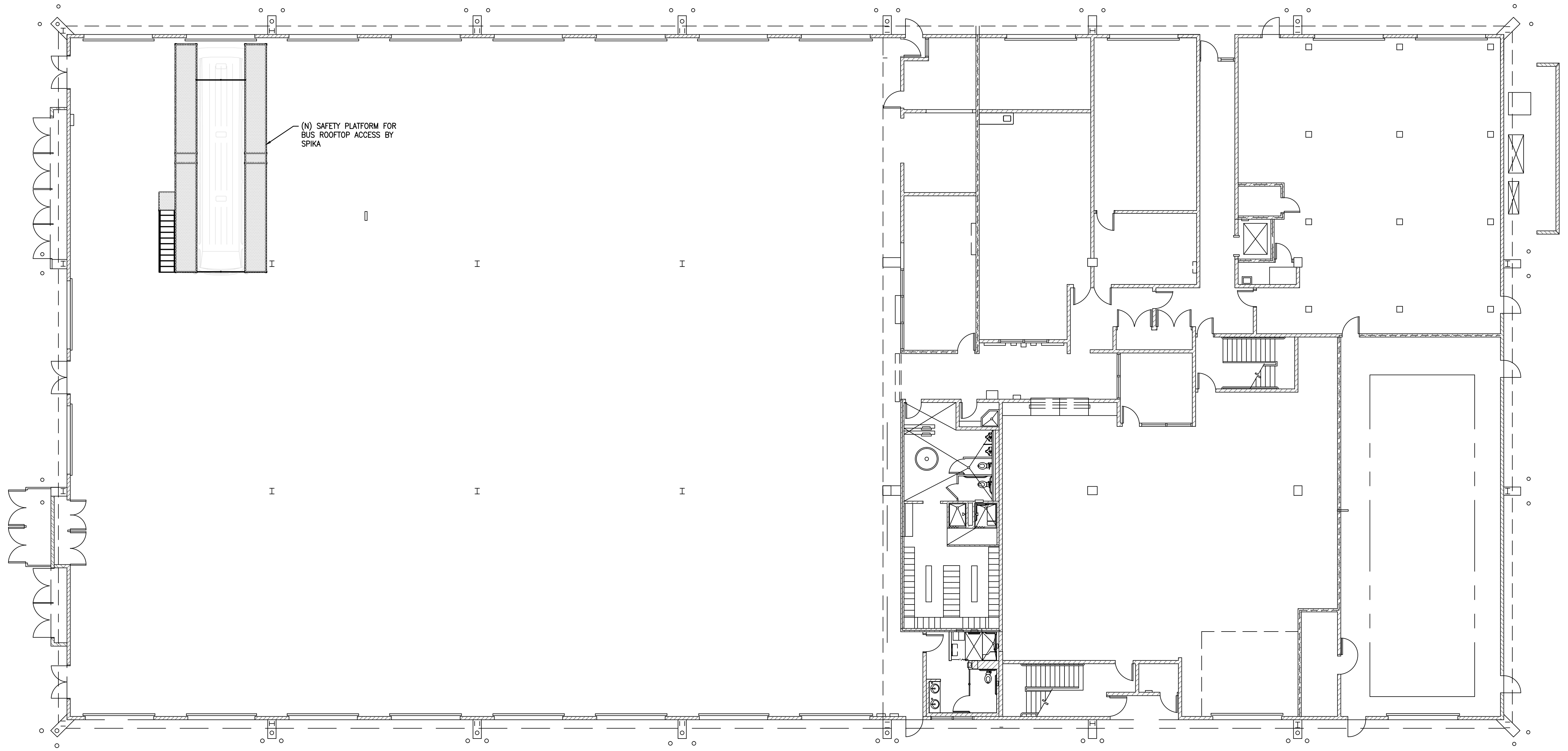




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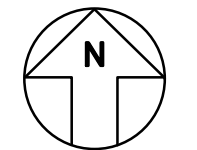


MARK	DATE	BY	REVISIONS



NOTES:

1. NEW BUS ROOFTOP ACCESS SAFETY PLATFORM SHALL BE SEISMICALLY ANCHORED AND BRACED TO COMPLY WITH 2022 CALIFORNIA BUILDING CODE (CBC).
2. RELOCATE EXISTING COMPONENTS AND EQUIPMENT THAT OBSTRUCT INSTALLATION OF NEW BUS ROOFTOP ACCESS SAFETY PLATFORM WHICH SHALL PROVIDE FULL MOVEMENT ON TOP OF BUS.
3. INSTALL A NEW INFRARED THERMAL SENSING SYSTEM TO SCAN TEMPERATURE ON BUS ROOF AREA, NOTIFY OCCUPANTS VIA WARNING BEACON LIGHTS, AND INTERLOCK WITH THE EXISTING FIRE ALARM SYSTEM FOR NOTIFICATION IN THE EVENT OF EXCESSIVE TEMPERATURE CAUSED BY FAILURE AND MAL-FUNCTION OF ENERGY STORAGE BATTERIES.



MAINTENANCE BUILDING PLAN – NEW BUS ROOFTOP ACCESS SAFETY PLATFORM

SCALE
1"=10'-0"

1

Sheet Title
SAFETY BUS SERVICE PLATFORM AT MAINTENANCE BUILDING

Project
DESIGN-BUILD SERVICES FOR HYDROGEN FUELING STATION AND FACILITY MODIFICATIONS AT GARDEN GROVE BUS BASE
11790 CARDINAL CIRCLE, GARDEN GROVE, CA

JOB # 1.24.3
DESIGN BY: SDV
DRAWN BY: TMP
CHECKED BY: QV
DATE 12-12-2024
SCALE AS NOTED
SHEET
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550 South Main Street
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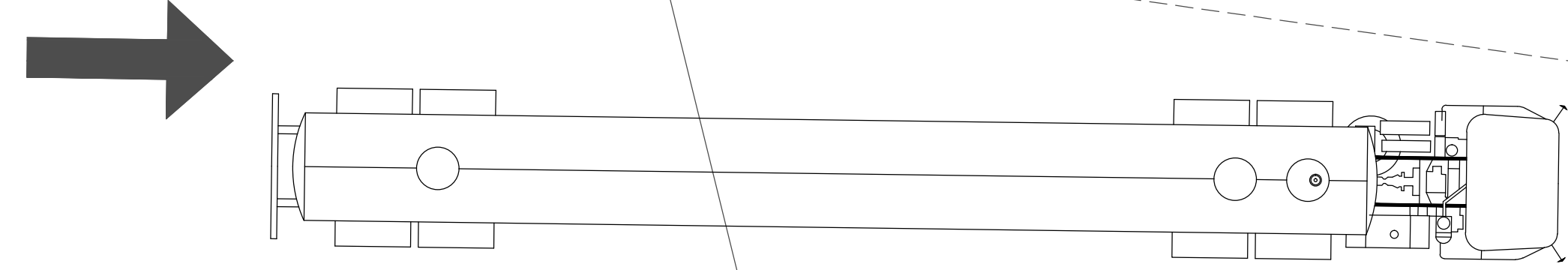
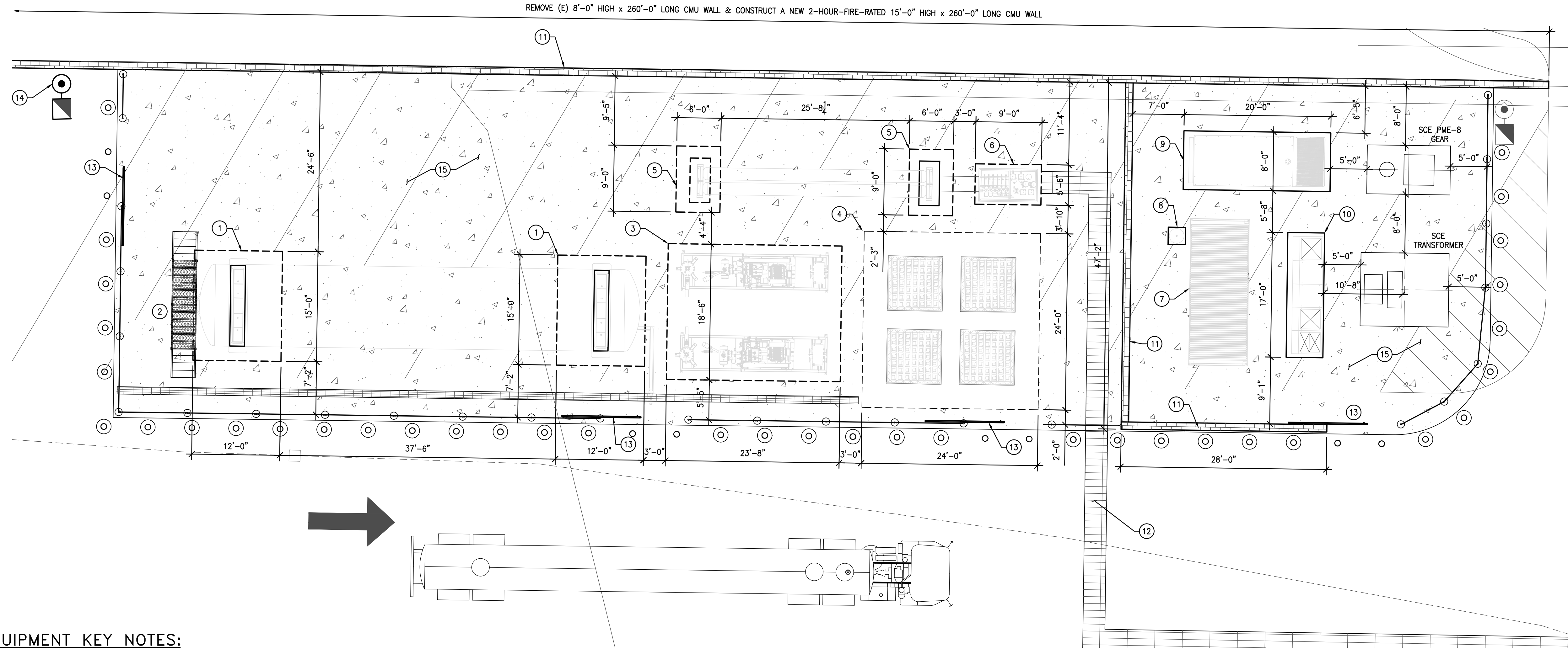
PRELIMINARY STUDY



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EQUIPMENT KEY NOTES:

ALL EQUIPMENT AND FACILITY IMPROVEMENTS SHALL BE CONSTRUCTED, SUPPORTED, AND ANCHORED AS PER 2022 CBC, ASCE 7-16, AND NFPA 2 AND AS RECOMMENDED IN THE GEOTECHNICAL REPORT PREPARED BY NMG GEOTECHNICAL, INC.

- ① 25,000 GALLON LIQUID HYDROGEN (LH2) STORAGE TANK FOUNDATION.
- ② LIQUID HYDROGEN (LH2) STORAGE TANK SERVICE PLATFORM.
- ③ LH2 PUMP AND COLD CAPTURE HEAT EXCHANGER (CC-HEX) FOUNDATION.
- ④ AMBIENT VAPORIZER FOUNDATION.
- ⑤ GASEOUS HYDROGEN (GH2) STORAGE VESSEL FOUNDATION.
- ⑥ PRIORITY CONTROL UNIT FOUNDATION.
- ⑦ CONTROL AND POWER CONTAINER.
- ⑧ NITROGEN PURGE TANK FOUNDATION.
- ⑨ 1,000 KW STANDBY POWER DIESEL GENERATOR FOUNDATION.
- ⑩ 1,600A METER SWITCHBOARD FOUNDATION.
- ⑪ 15' HIGH 2-HR FIRE RATED CMU WALL WITH GRADE BEAM & CAISSON PILES WITHIN OCTA PROPERTY. REPAIR AND PATCH NEIGHBORING PAVEMENT. COORDINATE WITH ADJACENT PROPERTY OWNERS ON CONSTRUCTION SITE REQUIREMENTS, SAFETY, AND SECURITY.
- ⑫ TRENCH FOR UNDERGROUND PIPES AND ELECTRICAL CONDUITS.
- ⑬ 12'-0" WIDE SLIDING FENCE SYSTEM GATE.
- ⑭ NEW ELECTRICAL CLASS 1 DIVISION 1 LIGHT POLE FOUNDATION.
- ⑮ RAISED CONCRETE SLAB AT APPROXIMATELY 6" HIGHER THAN THE EXISTING CONCRETE PAVEMENT. TOP OF EQUIPMENT MOUNTING FOUNDATIONS SHALL BE LEVEL AND 2" AT MINIMUM HIGHER THAN THE RAISED CONCRETE SLAB TO FACILITATE PROPER DRAINAGE. DESIGN CONCRETE FOUNDATIONS FOR ANCHORING EQUIPMENT AND SUPPORTING CMU WALL IN COMPLIANCE WITH 2022 CBC AND ASCE 7-16.

Sheet Title
LIQUID HYDROGEN (LH2) EQUIPMENT CONCRETE FOUNDATION PLAN

Project
DESIGN-BUILD SERVICES FOR HYDROGEN FUELING STATION AND FACILITY MODIFICATIONS AT GARDEN GROVE BUS BASE
11790 CARDINAL CIRCLE, GARDEN GROVE, CA

JOB #	1.24.3
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DRAWN BY:	TMP
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714/560/OCTA



LIQUID HYDROGEN (LH2) EQUIPMENT CONCRETE FOUNDATION PLAN

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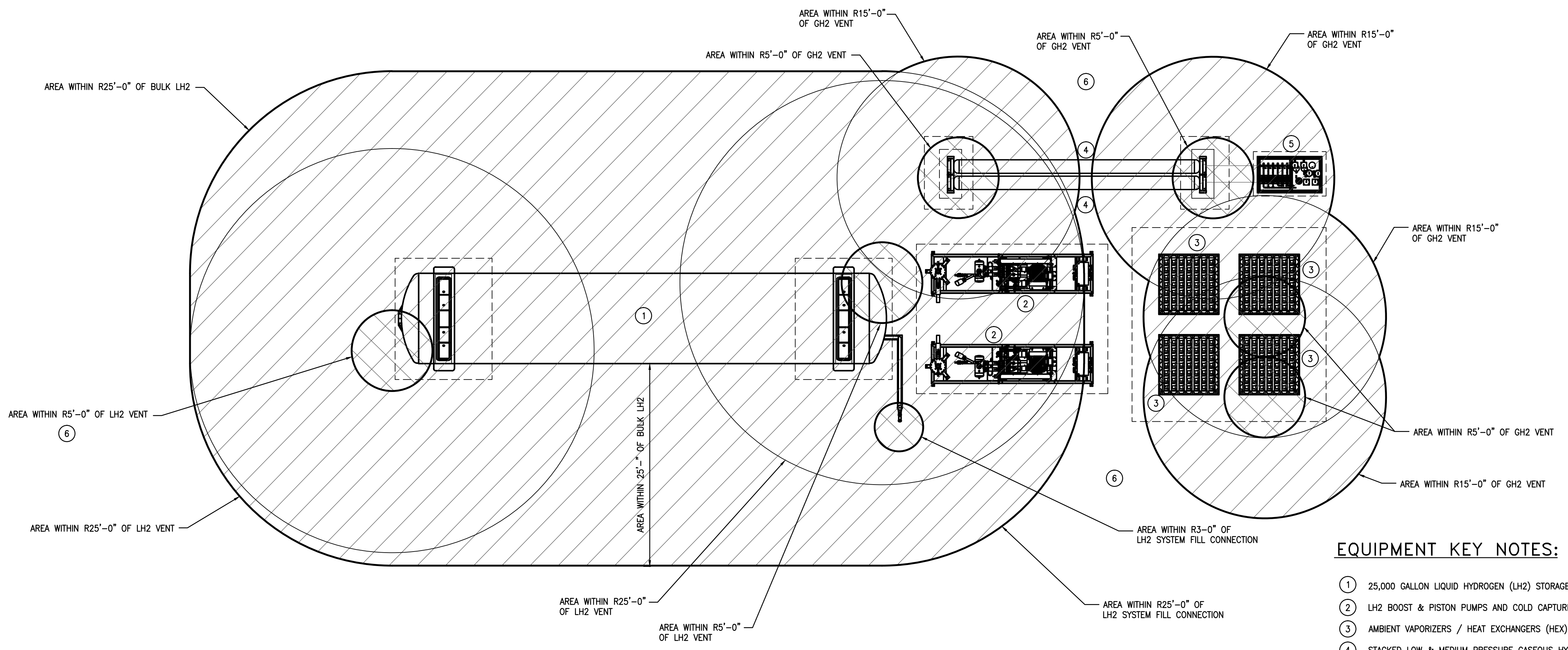
PRELIMINARY STUDY



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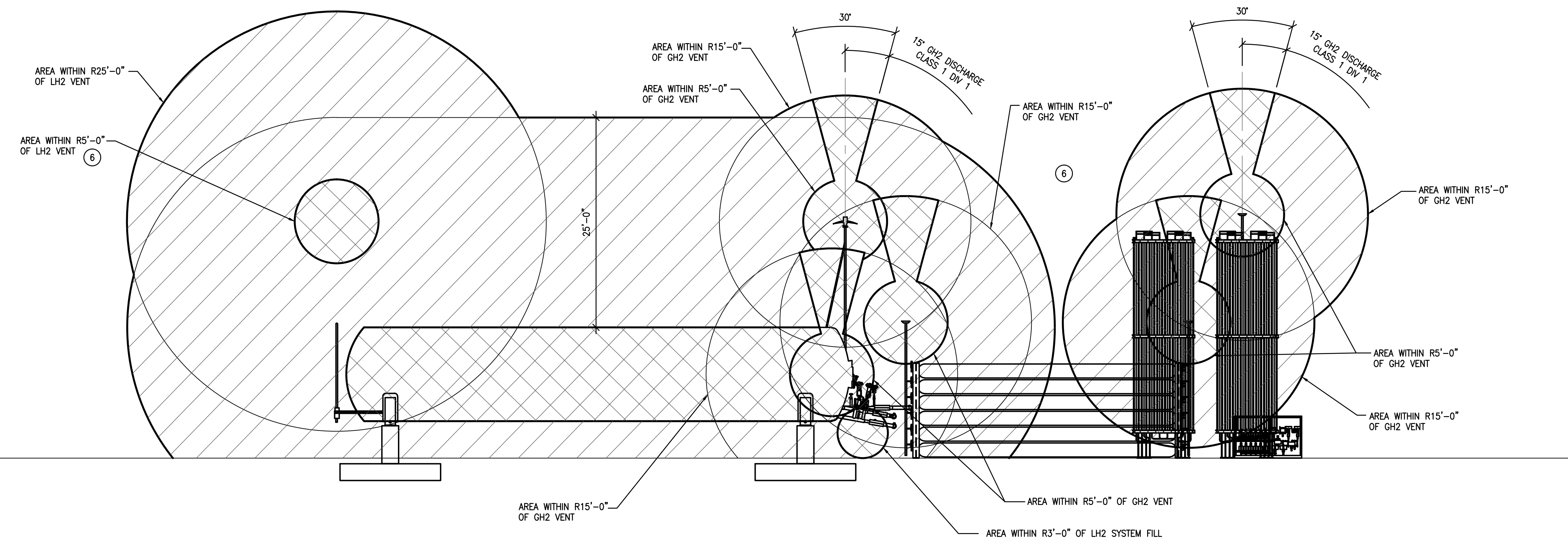
MARK	DATE	BY	REVISIONS



ELECTRICAL HAZARDOUS ZONES PLAN

EQUIPMENT KEY NOTES:

- ① 25,000 GALLON LIQUID HYDROGEN (LH2) STORAGE TANK WITH PROVISIONS FOR CONTROLLED COLD LH2 STORAGE.
- ② LH2 BOOST & PISTON PUMPS AND COLD CAPTURE HEAT EXCHANGERS (CC-HEX).
- ③ AMBIENT VAPORIZERS / HEAT EXCHANGERS (HEX).
- ④ STACKED LOW & MEDIUM PRESSURE GASEOUS HYDROGEN (GH2) STORAGE VESSELS.
- ⑤ PRIORITY CONTROL UNIT.
- ⑥ CLASS 1 DIV 2 POLE LIGHTS IN THE ENTIRE HYDROGEN EQUIPMENT FACILITIES.

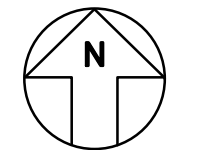


ELECTRICAL HAZARDOUS ZONES ELEVATION

ELECTRICAL HAZARDOUS ZONES PLAN AND ELEVATION

LEGEND:

- CLASS 1, DIVISION 1, GROUP B
- CLASS 1, DIVISION 2, GROUP B



Sheet Title HAZARDOUS ZONES PLAN AND ELEVATION
Project DESIGN-BUILD SERVICES FOR HYDROGEN FUELING STATION AND FACILITY MODIFICATIONS AT GARDEN GROVE BUS BASE 11790 CARDINAL CIRCLE, GARDEN GROVE, CA

JOB #	1.24.3
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DATE	12-12-2024
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SHEET	GG-E106

550 South Main Street
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714/560/OCTA



SCALE 1/8"=1'-0" 1

PRELIMINARY STUDY



August 16, 2024

Project No. 19175-02
 OCTA Agreement No. C-0-2113 CTO03

To: Dahl, Taylor & Associates, Inc.
 Consulting Engineers
 2960 Daimler Street
 Santa Ana, CA 92705-5824

Attention: Mr. Quang Vu

Subject: Geotechnical Report of Exploration for Design and Construction of Hydrogen Storage and Fueling Facilities and Facility Modifications at OCTA Garden Grove Bus Base, 11790 Cardinal Circle, Garden Grove, California

In accordance with your request and authorization, NMG Geotechnical, Inc. (NMG) has performed a geotechnical design study for the subject proposed Orange County Transit Authority (OCTA) project at the existing bus maintenance facility in Garden Grove. This report summarizes our findings, conclusions and recommendations for the design and construction of the project.

The geotechnical exploration and study performed included a review of background information including prior geotechnical studies, field reconnaissance, concrete coring to advance two cone penetrometer soundings (CPT), and geotechnical analysis of the collected data in order to provide preliminary recommendations for design and construction of the project.

In summary, the proposed project is feasible provided the primary geotechnical constraint of liquefaction is mitigated. We estimate total liquefaction related settlement on the order of 4 inches with a high potential for associated surface manifestations of liquefaction such as sand boils and loss of bearing capacity in the event of the design earthquake. From past fueling facility projects by OCTA where significant liquefaction was present, we understand that OCTA has elected to mitigate such liquefaction with ground improvement technology. From the CPT exploration and analysis, the following mitigation alternatives are determined for the Garden Grove site:

<i>Ground Improvement Zone</i>	<i>Resulting Total Remaining Settlement</i>	<i>Differential Settlement Over a 40-Foot Span</i>
5 to 10 feet	3 inches	1.5 inch
5 to 25 feet	2 inches	1 inch
5 to 35 feet	1 inch	½ inch

Due to the critical nature of the fueling facility, we recommend the treatment zone of sufficient depth to limit the total settlement to 1 inch or less. Foundations should be designed accordingly. Per our consultations with a ground improvement contractor, methods which require taller equipment masts will not be feasible due to the proximity of existing overhead power lines (electrical arcing hazard). Therefore, the most viable option will be compaction grouting. That method also will generate less quantities of soil spoils and result in the least amount of disruption

of bus facility operation. Static load settlements are expected to be relatively minor with the site conditions and will be mitigated if structures are designed for the above seismic settlements.

If you have any questions regarding this report, please contact us. We appreciate the opportunity to provide our services.

Respectfully submitted,

NMG GEOTECHNICAL, INC.



William Goodman, CEG
Principal Geologist



Ted Miyake, RCE 44864
Principal Engineer

TM/WG/ad

Email Distribution: Addressee
Mr. Stephen Vu, Dahl Taylor and Associates



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Appendices

Appendix A – References
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Appendix C – Summary of Laboratory Test Results by Others
Appendix D – Seismic Analysis
Appendix E – Liquefaction Analysis

1.0 INTRODUCTION

1.1 Scope of Services

The purpose of our geotechnical study was to evaluate the existing site and subsurface conditions in light of the proposed project at the subject site in order to provide recommendations for design and construction. Our study and this report are based upon our review of the preliminary project planning information provided by Dahl Taylor and OCTA.

Our scope of work included the following:

- Review of background information, including historic aerial photos, groundwater data, and readily available geotechnical reports from online, in-house, and OCTA archives.
- Site visit to evaluate the existing conditions and accessibility for CPT rig.
- Marking of CPT probe locations and notifying Underground Service Alert; use of geophysics to locate pavement reinforcement and buried utilities; and meeting with OCTA bus base staff for approval of pavement coring and exploration locations.
- Pavement coring of two locations for hand-auger borings to approximately 5 feet below existing ground surface (bgs).
- Two CPT soundings at the cored pavement locations to approximately 60 feet bgs.
- Compilation of laboratory testing and boring data from prior geotechnical studies of the site.
- Geotechnical and geological analysis, including soil and groundwater characterization; foundation and slab-on-grade design parameters; seismic parameters; lateral earth pressures; and recommendations for site preparation and excavations/trenches.
- Geotechnical analysis of liquefaction potential and preliminary recommendations for remedial ground improvement alternatives.
- Preparation of this geotechnical report summarizing our findings and providing our conclusions and recommendations.

Our scope of services did not include evaluation of environmental issues (potential soil and groundwater contaminants, onsite hazardous materials, etc.)

1.2 Site Location and Existing Conditions

The project site is an existing OCTA bus maintenance facility located at 11790 Cardinal Circle, in the city of Garden Grove, California. The site is occupied by several structures including an administrative building and facilities for bus washing, maintenance and fueling. Various storage containers and other equipment is also onsite. The remainder of the site is paved with concrete. Where cored by NMG and others, the PCC pavement thickness is on the order of 8 inches thick. Ground penetrating radar scans at the two CPT locations indicated steel reinforcement bar spaced at approximately 16 to 18 inches on center in both directions.

1.3 Site History and Prior Geotechnical Studies

The original bus maintenance facility site was investigated in 1975, and the original construction was finished sometime thereafter (completed in a 1987 aerial photo). Prior to that, the site was used for agriculture and was vacant as the surrounding area began to be developed for commercial and industrial use.

A number of reports of past studies were acquired and reviewed for our study, including the original 1975 geotechnical design reports for bus facility by Soils International. These studies included numerous bucket-auger borings, soil sampling and laboratory testing with recommendations for site grading and structure design and construction. NMG conducted two studies of the site in 1994 and 2015 for minor improvements to the bus wash facility. Ninyo and Moore conducted a study for the CNG fuel station at the east side of the site in 2007. Another study was performed for pavement improvements by Group Delta in 2014. These reports are listed in Appendix A. Boring logs and laboratory data from these studies relevant to the site are included in Appendices B and C, respectively.

1.4 Proposed Hydrogen Fueling Station

The planned hydrogen fueling equipment will include storage equipment located in an area of existing bus parking at the north central portion of the site. We understand that the equipment in that area, including a 25,000-gallon storage tank (full weight of 10 tons) will be constructed on individual spread foundations. The existing concrete pavement will be removed for the storage equipment area.

The hydrogen fuel dispensing equipment is planned some distance from the storage area at an existing fuel and service building. Piping from the storage area to the dispensers will require cutting of the existing pavement for underground installation. The proposed storage and dispensing locations are shown on the CPT and Boring Location Map, Figure 3.

1.5 Field Investigation

The subsurface CPT exploration was conducted on June 28, 2024, by Kehoe Testing and Engineering, Inc. Prior to testing, the CPT-1 and CPT-2 locations were reported to DigAlert, surveyed with ground penetrating radar and cleared with OCTA staff. The pavement was cored and the first five feet of soil was excavated with a hand-auger in order confirm there were no utilities that might be damaged by the CPT probe. The CPTs were advanced 60 feet bgs.

The CPTs use an integrated electronic cone system that measures and records tip resistance, sleeve friction, and friction ratio parameters at 5-cm depth intervals. As expected from prior boring data, the CPT verified alluvial materials with soil behavior types consisting of heterogeneous layers of sands, silts, silty sands, and sandy silts with lesser amounts of clays. The CPT data provided detailed subsurface profile information and is the state of the practice for analyzing liquefaction potential and associated impacts including settlement, surface manifestations, and lateral ground spreading. The CPT data was used with the adjacent boring information and laboratory test data to develop a consistent interpretation of the subsurface conditions.

With the abundance of prior borings and laboratory testing, no additional soil sampling and testing was conducted for this study.

1.6 Laboratory Testing

Prior soil testing by others included the tests listed below. The laboratory test results are presented in Appendix C. In-situ moisture and dry density results are also included on the geotechnical boring logs (Appendix B).

- In-situ moisture content and dry density;
- Maximum density and optimum moisture content;
- Grain-size distribution (sieve and/or hydrometer);
- Atterberg Limits;
- Consolidation settlement and collapse;
- Direct shear;
- Expansion index;
- Corrosivity and soluble sulfates, and
- R-value.

2.0 GEOTECHNICAL FINDINGS

2.1 Geologic Conditions and Seismicity

The subject OCTA facility lies within the County of Orange portion of the southern part of the Central Block of the Los Angeles Basin (CGS, 1997). The site is underlain by thousands of feet of marine and non-marine sedimentary deposits. The upper deposits are Holocene and Quaternary age alluvial soils consisting predominantly of interlayered sands, silts and clays. No known active faults cross the bus maintenance facility. The nearest active faults to the site are the San Juaquin Hills Blind Thrust Fault (approximately 4.8 miles southeast) and the Newport-Inglewood Fault (approximately 7.8 miles southwest). Seismic parameters including maximum moment magnitude are presented in Section 3.5. The site is not located within a State of California mapped Alquist-Priolo fault zone but is within a mapped liquefaction hazard zone (CDMG, 1998).

2.2 Groundwater

Historic high groundwater at the site is estimated to be on the order of 7.0 feet below ground surface (bgs) from groundwater maps published by the State (CGS, 2008). Exploration at the site in 2014 to 11.5 feet bgs did not encounter groundwater (Group Delta, 2014). In 2007 groundwater was reported at 17.5 feet bgs (Ninyo and Moore, 2007).

2.3 Soil Conditions and Engineering Properties

Site studies indicate the upper few feet of soil is artificial fill. Subsurface explorations and soil testing classify the alluvial soils below as primarily medium dense to dense silty sands and sands (Unified Soil Classifications of SM, SP, ML) and lesser layers of low plasticity clays (CL). Grain size analyses indicate minor clay contents (less than 10 percent) in the soils in the upper 15 feet. Soil moisture contents in the upper 10 feet when the site was vacant with bare ground were reported as predominantly less than 5 percent (Soils International, 1975a) while the later studies after the site was developed reported moisture contents as high as 18 percent.

Shear strengths reported and assumed by others ranged from 25 to 32 degrees for internal friction angle with varying cohesion. Based on our study a design value of 28 degrees with nominal cohesion was assumed for this project.

The near surface soils are generally non-plastic with very low expansion potential and relatively high R-values ranging from 52 to 67.

Soil corrosivity testing indicates close to neutral pH, low chloride, low soluble sulfate contents, and electrical resistivities in the non-corrosive range (Ninyo and Moore, 2007).

Laboratory test results for engineering properties of site soils are included in Appendix C.

2.4 Liquefaction Potential

Our field investigation and laboratory testing were performed in part to evaluate the subsurface soils for liquefaction potential. The California Geological Survey has developed seismic hazard maps as a part of the Seismic Hazards Mapping Act of 1991. The subject site is shown on Figure 2 as being mapped within a zone of liquefaction potential (CDMG, 1997a). Liquefaction is a phenomenon in which earthquake-induced cyclic stresses generate excess pore water pressure in low density (loose), saturated, sandy soils and soft silts below the water table. This causes a loss of shear strength and, in many cases, ground settlement. Liquefaction is generally thought to be a problem in earthquake-prone areas where conditions that promote liquefaction are present in the upper 50 feet of earth.

For liquefaction to occur, all the following four conditions must be present:

- There must be severe ground shaking, such as occurs during a strong earthquake.
- The soil material must be saturated or nearly saturated, generally below the water table.
- The corrected normalized standard penetration test (SPT) blow counts (N_1) or the CPT tip resistance (Q) must be relatively low.
- The soil material must be granular (usually sands or silts) with, at most, only low plasticity. Clayey soils and silts of relatively high plasticity are generally not subject to liquefaction.

Our liquefaction potential assessment was performed using the computer program CLiq Version 2.2.0.18 developed by Geologismiki, which provides results and plots of the calculations. The liquefaction potential analysis is performed using the Robertson method (T.L. Youd, et al., 1996). The program provides the basic CPT data interpretation through to final plots of factor-of-safety, liquefaction potential index, and post-earthquake displacements, including vertical settlement.

The liquefaction analysis assumed a design earthquake magnitude of 7.26 (M_w) and a peak ground acceleration (PGA) of 0.63g, as determined in our site seismicity analysis discussed in Sections 2.1 and 3.6. A design groundwater depth of 7.0 feet was used for the analysis as discussed in Section 2.2.

Our analysis indicated a significant liquefaction potential at the subject site, with overall probability and risk for liquefaction from low to high. The calculated liquefaction settlement in the upper 50 feet in both CPT-1 and CPT-2 was 4 inches. Ninyo and Moore (2007) calculated liquefaction settlement for the CNG fuel station of 6 inches. However, their analysis was based on boring data alone and did not include CPT data, which today is considered more accurate.

Potential surface manifestations such as sand boils and loss of bearing capacity caused by liquefaction is a function of the thickness of the non-liquefiable surface cover (consisting of the reworked onsite materials plus design fill) over the thickness of the underlying liquefiable layers. Based on the generalized subsurface profile and our overall liquefaction evaluation, the site has a potential for ground surface damage caused by liquefaction. Because of the relatively small

improvement area with an existing paved site, lateral spread analysis was not performed for this study.

The liquefiable layers included thin sandy lenses less than a foot thick but were predominantly layers that were 2 to 4 feet thick. Numerous liquefiable layers are distributed relatively evenly from 5 to 45 feet. In other words, there were no large zones of liquefiable and non-liquefiable layers in that soil column. Three of the four inches of estimated total settlement is predicted to take place in the upper 30 to 35 feet of soil.

The liquefaction analysis summaries are included in Appendix D.

2.5 Settlement Potential

The seismic settlements of 3 to 4 inches due to potential liquefaction are likely to govern structural design. The design liquefaction settlement values with various levels of mitigation are provided in Section 3.4, Ground Improvement. Consistent with the findings of prior studies, total static and differential settlements should not exceed 1 inch and ½ inch over a 40-foot span respectively. The resulting ground pressure beneath the 10-ton storage tank should be relatively low with a reasonably sized spread foundation. With the sandy site soil, a significant percentage of the static settlement will occur during construction.

3.0 CONCLUSIONS AND PRELIMINARY RECOMMENDATIONS

3.1 Conclusions

Based on the results of our study and our understanding of the proposed project, the subject hydrogen fueling improvements planned at the site are feasible, provided the recommendations herein are implemented for design and construction.

The primary geotechnical constraint at the site requiring design mitigation is the usual seismic ground shaking from nearby active faults and the resulting potential liquefaction.

The following recommendations are preliminary and are subject to review/revision once structural loads and plans are finalized and if unexpected soil conditions are encountered during construction. The recommendations are also considered minimum and may be superseded by more stringent requirements of others.

3.2 Site Preparation and Earthwork

3.2.1 Site Preparation

Following demolition and disposal of the existing concrete in the storage equipment area and establishment of design subgrades, the upper 12 inches of soil should be scarified, moisture conditioned as needed, and compacted with heavy equipment. If lighter compaction equipment such as "whackers" or small vibratory plates are used, the upper six inches below design grades should be removed. The bottom 6 inches should be scarified and compacted prior to placement and compacting of the final 6-inch lift. Areas where existing utilities or other buried structures are removed should be backfilled with compacted and certified fill.

3.2.2 Fill Placement

Import soils are not expected for the subject project. Onsite materials that are relatively free of deleterious material should be suitable for use as compacted fill. Fill materials should be at or slightly above optimum moisture content per ASTM D1557. Relative minimum compaction of fills below foundations and non-vehicular pavements should be 90 percent per ASTM D1557. For PCC pavements constructed directly on soil subgrade, the subgrade should have a minimum relative compaction of 95 percent.

3.3 Settlement Potential and Ground Improvement

Ground improvement to mitigate the potential liquefaction hazards of settlement and loss of bearing capacity are recommended for the proposed project. The following table provides the recommended design values of settlement depending on the depth of ground improvement. An analysis of the cost of ground improvement and resulting foundation cost may dictate the selected depth of ground improvement.

<i>Ground Improvement Zone</i>	<i>Resulting Total Remaining Settlement</i>	<i>Differential Settlement Over a 40-Foot Span</i>
5 to 10 feet	3 inches	1.5 inch
5 to 25 feet	2 inches	1 inch
5 to 35 feet	1 inch	½ inch

Due to the critical nature of the fueling facility, we recommend the treatment zone to a sufficient depth to limit the total settlement to 1 inch or less. Foundations should be designed accordingly. Per our consultations with a ground improvement contractor, ground improvement methods such as deep soil mixing and stone columns that require taller equipment masts will not be feasible due to the proximity of existing overhead power lines (electrical arcing hazard). Therefore, the most viable method will be compaction grouting. That method also will generate less quantities of soil spoils and result in the least amount of disruption of bus facility operation. Static load settlements are expected to be relatively minor with the site conditions and will be mitigated if structures are designed for a total seismic settlement of 1 inch with a differential settlement of ½ inch over a 40-foot span.

3.4 Foundation and Slab Design Guidelines

The following foundation recommendations are provided for onsite soils (no imported soil) with the assumption that the recommendations included in Section 3.2 are implemented during preparation of the site. The geotechnical parameters and recommendations provided are intended for the design of the footings, slab, and foundation system of the proposed structures. The design of shallow footings and slab-on-grade foundations may require collaboration between the geotechnical and structural engineers based on the anticipated structural loading conditions and considering the requirements of the 2022 CBC. The allowable bearing values are for native soils without ground improvements. Much higher bear values may be used for foundations on improved ground. Those values will require selection of the improvement method and would be provided by the specialty contractor’s engineer.

3.4.1 Allowable Bearing Capacity and Other Parameters

The recommended net allowable bearing capacity for a 2-foot-square footing embedded 18 inches below adjacent grade is 1,800 psf. For other sized continuous and isolated footings, including retaining walls the following formula may be used:

$$q_{all} = 700 D + 200 B + 350 \leq 4,000 \text{ psf, where:}$$

D = embedment depth of footing, in feet

B = width of footing, in feet

The following parameters may be used for design of foundation and slabs on grade:

- Soil unit weight = 120 pcf
- Coefficient of Friction = 0.35
- Passive resistance = 330 psf
- Mat foundation subgrade modulus (k_v) of 150 pci
- For mats of a specific width B, use subgrade modulus: $k_b = k_v[(B+1)/2B]^2$

The dead load of concrete below adjacent grades (buried concrete foundations) may be neglected. The allowable bearing pressure and friction coefficient may be increased by one-third for wind and seismic loading. Full design values may be assumed when combining passive and frictional lateral resistances.

3.4.2 Slabs-on-Grade

Slabs-on-grade at this site may be construction directly on competent native soil. Structural slabs-on-grade design is the purview of the structural engineer.

Vehicular pavement recommendations are provided in Section 3.8, Pavements.

3.5 Seismic Design

The following table summarizes the seismic design criteria for the subject site. The seismic design parameters are developed in accordance with 2022 CBC and ASCE 7-16, including Supplement Nos. 1 through 3.

<i>Selected Seismic Design Parameters from 2022 CBC/ASCE 7-16</i>	<i>Seismic Design Values</i>	<i>Reference</i>
Latitude	33.7651 North	
Longitude	117.9250 West	
Controlling Seismic Source	Compton Fault	USGS, 2024
Distance to Controlling Seismic Source	6.9 Miles (11.2 km)	USGS, 2024
Site Class per Table 20.3-1 of ASCE 7-16	D	
S_s , Spectral Acceleration for Short Periods	1.35 g	SEA/OSHPD, 2024
S₁ , Spectral Accelerations for 1-Second Periods	0.48 g	SEA/OSHPD, 2024
F_a , Site Coefficient, Table 11.4-1 of ASCE 7-16	1.0	SEA/OSHPD, 2024
F_v , Site Coefficient, Table 11.4-2 of ASCE 7-16	1.82	
S_{DS} , Design Spectral Response Acceleration at Short Periods from Equation 11.4-3 of ASCE 7-16	0.90 g	SEA/OSHPD, 2024
S_{D1} , Design Spectral Response Acceleration at 1-Second Period from Equation 11.4-4 of ASCE 7-16	0.87 g*	
T_s , S_{D1}/ S_{DS} , Section 11.4.6 of ASCE 7-16	0.97 sec*	
T_L , Long-Period Transition Period	8 sec	SEA/OSHPD, 2024
PG_{AM} , Peak Ground Acceleration Corrected for Site Class Effects from Equation 11.8-1 of ASCE 7-16	0.63 g	SEA/OSHPD, 2024
Seismic Design Category , Section 11.6 of ASCE 7-16	D	

*These values have been increased by 50% as outlined in Supplement No. 3 of ASCE 7-16 Chapter 11.4.8.

3.6 Lateral Earth Pressures for Retaining Structures

Recommendations for lateral earth pressures for retaining walls and structures (if any) with approved onsite drained soils are listed below. These parameters are based on a soil internal friction angle of 28 degrees and soil unit weight of 120 pcf.

Lateral Earth Pressures	
Equivalent Fluid Pressure (psf/ft.)	
<i>Conditions</i>	<i>Level</i>
Active	43
At Rest	64
Passive	330

Retaining structures/walls may also need to be designed for additional lateral loads if other structures are planned within a 1H:1V projection.

Drainage behind retaining walls should also be provided for wall retaining more than 30 inches of soil (net difference in grades in front of wall and behind wall).

To design an unrestrained retaining wall, such as a cantilever wall, the active earth pressure may be used. For a restrained retaining wall, the at-rest pressure should be used. Passive pressure is used to compute lateral soils resistance developed against lateral structural movement. The passive pressures provided above may be increased by one-third for wind and seismic loads. Passive resistance is taken into account only if it is ensured that the soil against embedded structure will remain intact with time.

For sliding resistance, the friction coefficient of 0.35 may be used at the concrete and soil interface. The coefficient of friction may be increased by one-third for wind and seismic loads. The retaining walls may also need to be designed for additional lateral loads if other structures or walls are planned within a 1H:1V projection. Full design values may be assumed when combining passive and frictional resistances.

Seismic lateral earth pressure does not apply to walls retaining less than, or equal to, 6 feet of soil (2022 CBC Section 1803.5.12). No significant retaining walls are anticipated for this project.

3.7 Pavements

3.7.1 Vehicular Pavements

At minimum, new vehicular pavements should match the existing concrete pavements which are on the order of 8 inches thick, reinforced with No. 4 rebar at 18 inches on-center in both directions. This section has performed well at the site owing to the design and the excellent subgrade soils.

Repairs to saw cut concrete pavement should match the existing thicknesses. Slip dowels equivalent to No. 4 reinforcing bar should be provided at repair joints embedded a minimum of 6 inches on both sides of the joint and spaced at 18 inches on center.

3.7.2 Non-vehicular Pavement

Non-structural, non-vehicular PCC pavements should be a minimum of 4 inches thick. Steel reinforcement is not considered necessary due to the non-expansive nature of site soils.

Should asphalt paving be selected for non-vehicular areas in the storage equipment area, a minimum thickness of 4 inches of asphalt concrete (AC) over native subgrade is recommended. AC pavement should be constructed in accordance with Standard Specifications for Public Works Construction (Green Book) specifications.

Subgrades for the pavements constructed on native subgrade should be prepared and compacted as recommended in Section 3.3.2 (95 percent relative compaction).

Decomposed granite (DG) material for non-vehicular spaces should be placed in accordance with the product specifications and compacted to a minimum of 90 percent.

3.8 Soil Corrosivity and Cement Type

Soil at the site is considered "non-corrosive" with respect to metals in contact with it.

Concrete mix requirements for structural concrete may be based on the "S0" exposure class of Table 19.3.2.1 in ACI-318-14 that lists the appropriate type of cement, maximum water-cement ratio, and minimum concrete compressive strength. The chloride levels within the soils are classified as Class C0 (negligible).

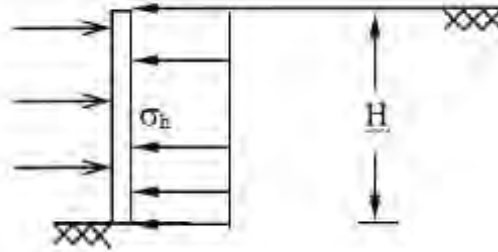
3.9 Pipelines, Trench Excavations, and Backfill

Utility and pipeline trenches parallel to existing structures should not be located below a 1:1 projection down from structural foundation bottoms within 10 lateral feet of the edge of such footings. Exceptions may be reviewed and accepted by a geotechnical consultant.

3.9.1 Excavations

Excavations should conform to the latest edition of OSHA requirements (shoring or layback of trench or excavation walls). The compacted near-surface soils across most of the site are anticipated to be classified as Type B for CalOSHA trenching and shoring requirements. Excavations deeper than approximately 4 feet below existing ground surface may encounter friable, running sands and should be classified as Type C soils. Any soil with groundwater should also be considered Type C.

The published OSHA shoring design systems may be used for conventional shoring excavations less than 20 feet in depth. Soil loadings are provided below that do not include the effects of the additional loads from other surcharges. The geotechnical consultant should review the conditions during the deeper excavation and installation of shoring. Care should be taken at all times by personnel and/or equipment operators working adjacent to the excavations.



Where $\sigma_h = 28H$

Temporary Shoring Earth Pressure

3.9.2 Bedding and Backfills

Trench bottoms for pipe and conduit should expose competent soil. Bedding and pipe zone materials (shading) should be relatively clean sands with a sand equivalent of 30 or greater. Open graded gravel is not recommended due to the fine sands and silts that will surround the sand.

Native granular soils should generally be suitable for use as trench backfill. Backfill materials should be compacted to a minimum relative compaction of 90 percent (per ASTM D1557). We recommend that moisture content of native backfill to be over optimum moisture content. Native soils that are found to be wet will require reprocessing (e.g., mixing or drying) to achieve the uniform moisture content. Select backfill may be used in lieu of native soils. Sands with a sand equivalent of 30 or greater may be placed as backfill and water jetted for densification.

Special bedding material may be required for trenches that encounter wet and soft soils at pipe depth. Recommendations provided after observing field conditions may include removal and replacement of the soft soil with more competent material and/or geofabric reinforcement of the bottom and pipe bedding.

3.10 Surface Drainage

Surface drainage should be carefully taken into consideration during design and construction. Positive surface drainage should be provided to direct surface water and storm runoff away from structures and other improvements to suitable drainage devices. Ponding of water adjacent to the structures and equipment areas should not be allowed. Paved areas should be provided with adequate drainage devices, gradients, and curbing to prevent run-off flowing from paved areas onto adjacent unpaved areas.

3.11 Additional Geotechnical Review and Evaluation

Future improvement plans including underground piping and utilities, and the equipment foundation plans should be reviewed and accepted by the geotechnical consultant upon completion to verify that the assumptions for design and the construction details are consistent with the conclusions and recommendations in this report.

3.12 Observation and Testing During Site Preparation and Construction

The findings, conclusions and recommendations in this report are based upon interpretation of data and data points having limited spatial extent. Anticipated geotechnical conditions should be verified during site preparation, any grading and construction. At minimum, geotechnical observation and testing should be conducted during construction at the following stages:

- During site preparation, clearing and demolition, prior to site processing;
- During backfill of excavations after removal of existing structures, improvements, and utility pipelines;
- During earthwork operations, including remedial removals (if any are required) and fill placement;
- During excavation, backfilling and installation of utilities and pipelines;
- Upon completion of any foundation excavations, prior to placement of reinforcement and concrete;
- During slab and hardscape subgrade preparation prior to pavement construction;
- During construction of structural pavement sections;
- During construction of retaining walls, including subdrains (if any); and,
- When any unusual soil conditions are encountered.

4.0 LIMITATIONS

This report has been prepared for the exclusive use of our client, Dahl Taylor and Associates, and the project owner, OCTA, within the specific scope of services requested by them for the subject hydrogen fueling improvements at the subject site. This report or its contents should not be used or relied upon for other projects or purposes or by other parties without the written consent of NMG, our client, and OCTA and the involvement of a geotechnical professional. The means and methods used by NMG for this study are based on local geotechnical standards of practice, care, and requirements of governing agencies. No warranty or guarantee, express or implied is given.

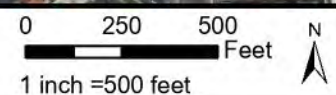
The findings, conclusions, and recommendations herein are professional opinions based on interpretations and inferences made from geologic and engineering data from specific locations and depths, observed or collected at a given time. By nature, geologic conditions can vary from point to point, can be very different in between points, and can also change over time. Our conclusions and recommendations are subject to verification and/or modification during excavation and construction when more subsurface conditions are exposed.

NMG's expertise and scope of services did not include assessment of potential subsurface environmental contaminants or environmental health hazards.



P:\2019\19175-02 Dahl Taylor OCTA GG Bus Base Hydrogen Drafting\GIS\19175-02 Site location map.aprx

Service Layer Credits: Bing Maps Hybrid; © 2024 Microsoft Corporation © 2024 Maxar © CNES (2024) Distribution Airbus DS © 2024 TomTom World Topographic Map; County of Los Angeles, Bureau of Land Management, Esri, HERE, Garmin, INCREMENTAL

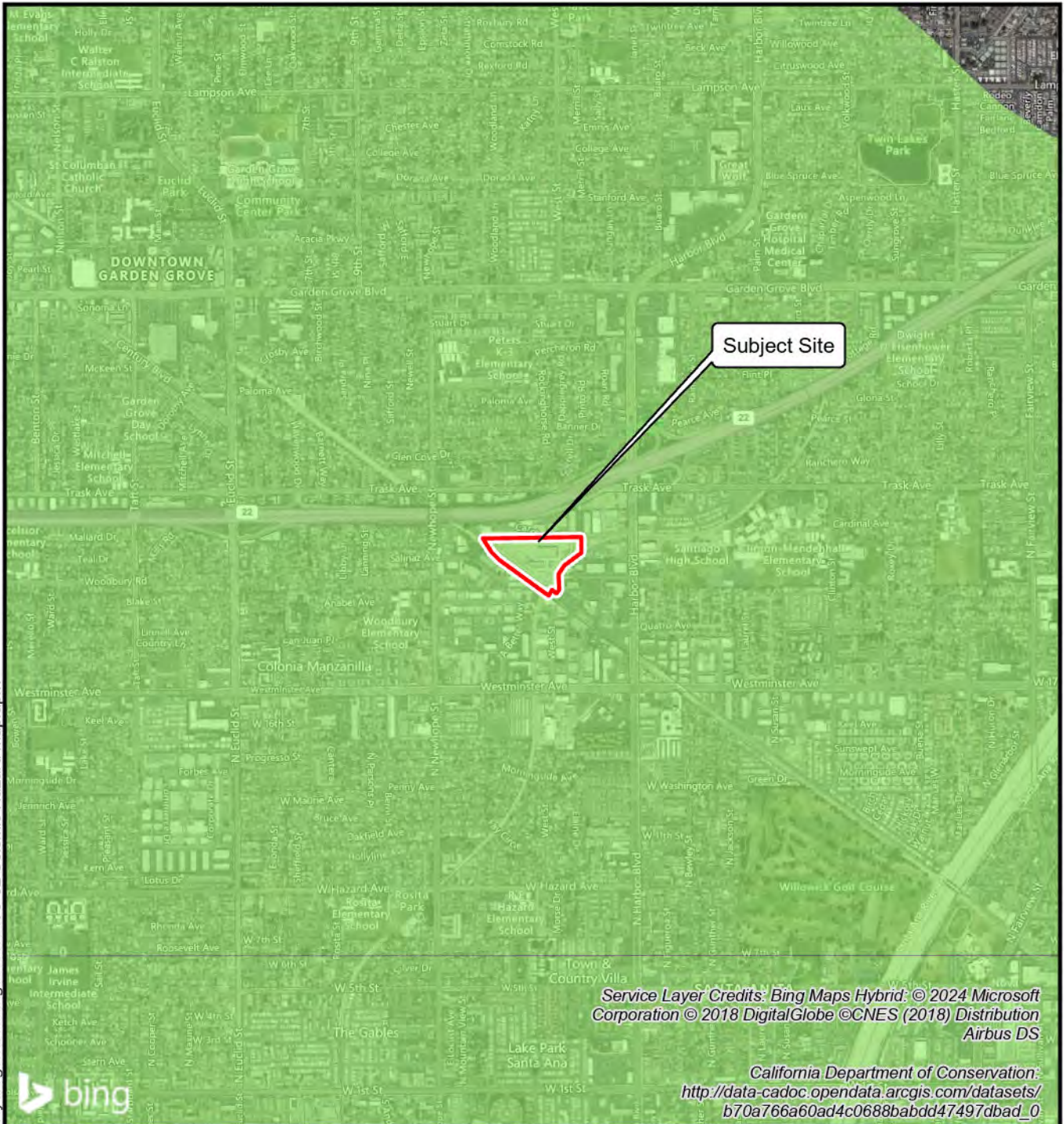


SITE LOCATION MAP

OCTA GARDEN GROVE BUS MAINTENANCE FACILITY
 11790 CARDINAL CIRCLE
 CITY OF GARDEN GROVE, CALIFORNIA

Project Number: 19175-02 By: TM
 Project Name: Dahl Taylor/OCTA G.G.
 Date: 8/6/2024 Figure 1





Subject Site

Service Layer Credits: Bing Maps Hybrid © 2024 Microsoft Corporation © 2018 DigitalGlobe © CNES (2018) Distribution Airbus DS

California Department of Conservation:
http://data-cadoc.opendata.arcgis.com/datasets/b70a766a60ad4c0c688babdd47497dbad_0

<p>Legend</p> <ul style="list-style-type: none"> Liquefaction Zones Earthquake-Induced Landslide Zones 	<p>0 1,000 2,000</p> <p>Feet</p> <p>1 inch = 2,000 feet</p>	
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SEISMIC HAZARDS MAP

Base: California Geological Survey, Earthquake Zones of Required Investigation, Tustin Quadrangle
Dated: January 17, 2001

<p>OCTA GARDEN GROVE BUS MAINTENANCE FACILITY 11790 CARDINAL CIRCLE CITY OF GARDEN GROVE, CALIFORNIA</p>	<p>Project Number: 19175-02 By: TM Project Name: Dahl Taylor/OCTA G.G. Date: 8/6/2024</p>	 <p>Figure 2</p>
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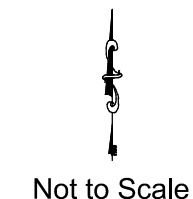


LEGEND

ALL LOCATIONS ARE APPROXIMATE

- ▲ CPT-2** T.D.60' CONE PENETROMETER TEST BY NMG THIS STUDY SHOWING TOTAL DEPTH
- ⊕ G-1** T.D.11.5' BORING BY GROUP DELTA (2014) SHOWING TOTAL DEPTH
- ⊕ N-1** T.D.51.5' BORING BY NINYO AND MOORE (2007) SHOWING TOTAL DEPTH AND DEPTH TO GROUNDWATER
▼@17.5'
- ⊗ S-12** T.D.25' BORING BY SOILS INTERNATIONAL INC. (1975) SHOWING TOTAL DEPTH

BASE MAP : GOOGLE MAPS 2024



CPT AND BORING LOCATION MAP

OCTA GARDEN GROVE BUS MAINTENANCE FACILITY
 11790 CARDINAL CIRCLE
 CITY OF GARDEN GROVE, CALIFORNIA

Project Number: 19175-02 BY: TM
 Project Name: Dahl Taylor/OCTA G.G.
 Date: 8/6/2024 Figure 3

NMG
 Geotechnical, Inc.

Drawing: P:\2019\19175-02 Dahl Taylor OCTA G.G. Bus Maintenance Facility\19175-02 Boring Location Mapping\Layout: Layout1
 Last Saved: Tue Aug 06, 2024 - 1:38pm
 Last Plotted: Tue Aug 06, 2024 - 2:38pm
 By: xrodriqez

APPENDIX A

APPENDIX A

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APPENDIX A

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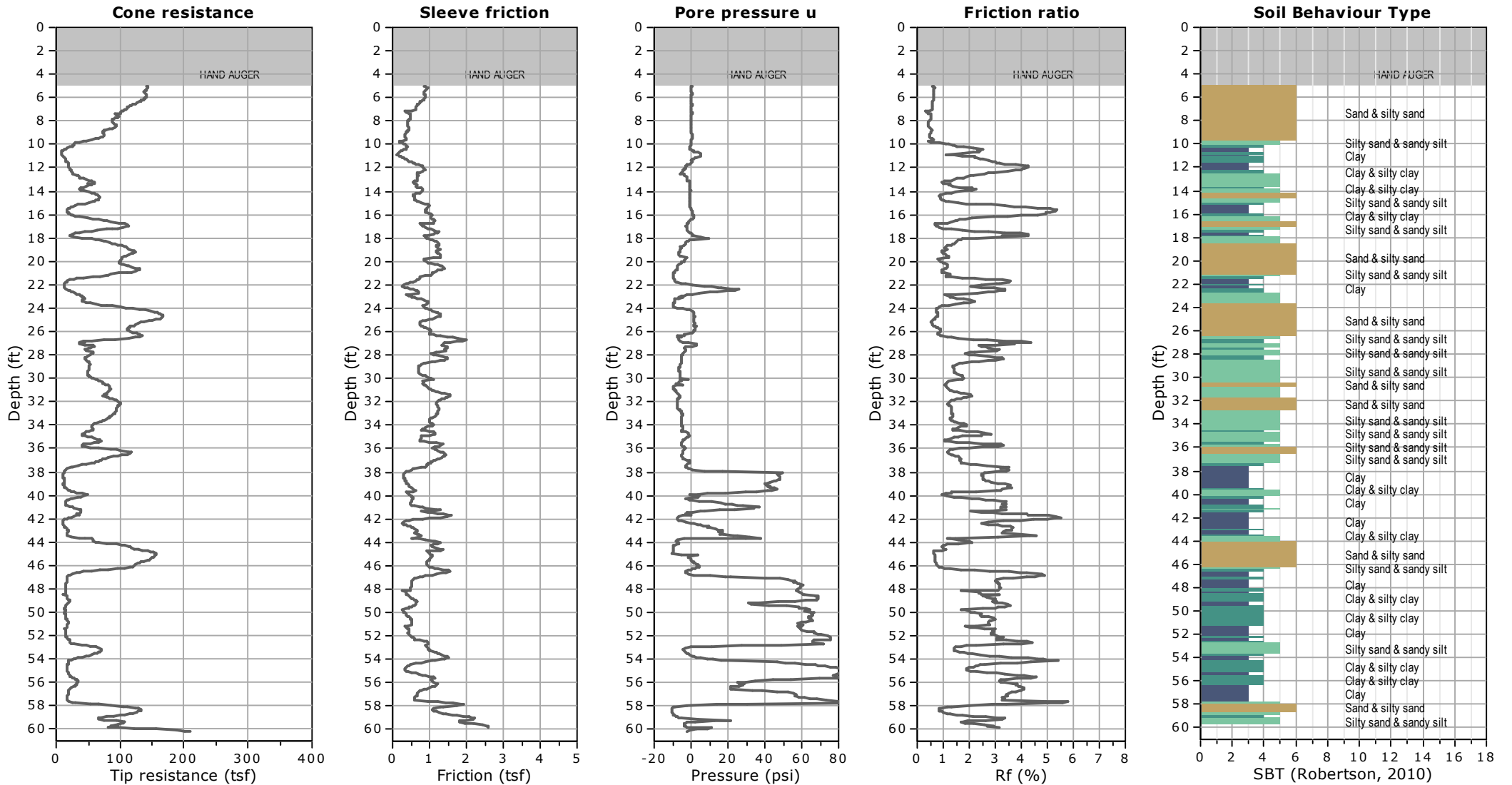
APPENDIX B



Project: NMG Geotechnical / OCTA Garden Grove Bus Base
Location: 11790 Cardinal Cir, Garden Grove, CA

CPT-1

Total depth: 60.18 ft, Date: 6/28/2024

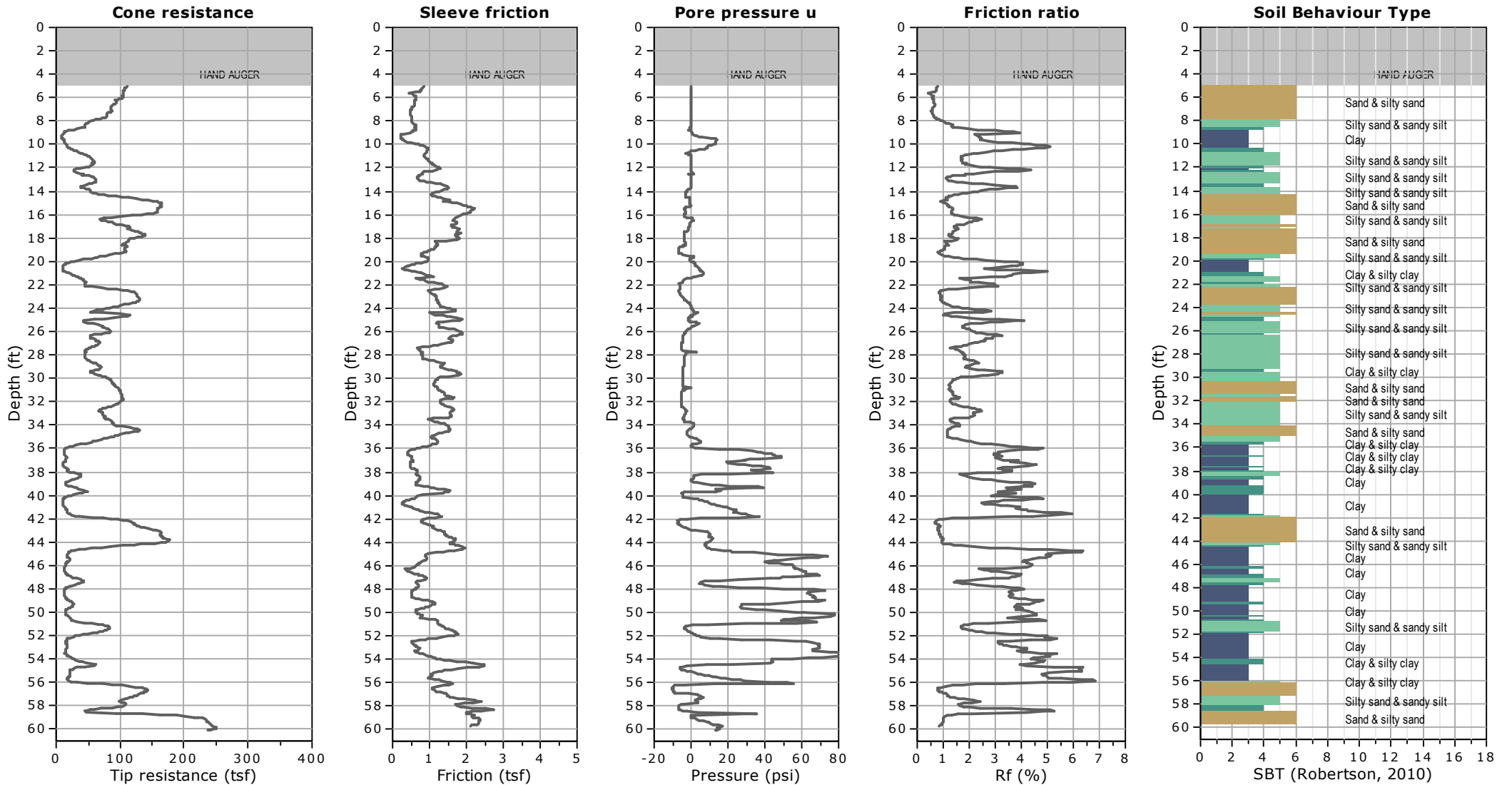




Project: NMG Geotechnical / OCTA Garden Grove Bus Base
Location: 11790 Cardinal Cir, Garden Grove, CA

CPT-2

Total depth: 60.11 ft, Date: 6/28/2024



BORING LOGS BY OTHERS

BORING RECORD			PROJECT NAME AC Repair Phase 5 - Garden Grove and Fullerton			PROJECT NUMBER IR 526		HOLE ID A-14-001		
SITE LOCATION Garden Grove, Fullerton, CA					START 3/14/2014		FINISH 3/14/2014		SHEET NO. 1 of 1	
DRILLING COMPANY ABC Drilling		DRILL RIG CME 75		DRILLING METHOD Hollow Stem Auger			LOGGED BY Terry		CHECKED BY Sathis	
HAMMER TYPE (WEIGHT/DROP) Automatic, (140#, 30")		HAMMER EFFICIENCY (ERI) 74		BORING DIA. (in) 8	TOTAL DEPTH (ft) 11.5	GROUND ELEV (ft) NA		DEPTH/ELEV. GW (ft) ∇ NE / na		
DRIVE SAMPLER TYPE(S) & SIZE (ID) SPT (1.4"), CAL (2.4")				NOTES N60* = 1.23 N _{spt} = 0.83 N _{cal}				DURING DRILLING AFTER DRILLING ∇ NE / na		

DEPTH (feet)	ELEVATION (feet)	SAMPLE TYPE	SAMPLE NO.	PENETRATION RESISTANCE (BLOWS / 6 IN)	BLOW/FT "N"	SPT N ₆₀	RECOVERY (%)	ROD (%)	MOISTURE (%)	DRY DENSITY (pcf)	ATTERBERG LIMITS (LL:PI)	OTHER TESTS	DRILLING METHOD	GRAPHIC LOG	DESCRIPTION AND CLASSIFICATION
			B-1										R		ASPHALT (4 to 5 inches)
			R-2-1	10 16 19	35	29			13.2	105			PA		Silty SAND (SM); medium dense; dark gray; moist; mostly fine SAND; trace coarse SAND; some fines; few fine to coarse GRAVEL; nonplastic. Light brown. 66% SAND; 34% fines
5			B-3 R-4-1	5 8 12	20	17			4.0	94					Poorly-Graded SAND with SILT (SP-SM); medium dense; light brown; moist; mostly fine SAND; few fines; nonplastic.
10			R-5-1	3 3 7	10	8			18.4	108					Sandy lean CLAY (CL); stiff to very stiff; brown; moist; mostly fines; some fine SAND; medium plasticity; PP=2.0.
															Bottom of borehole at 11.5 feet. Boring terminated at planned depth.
15															This Boring Record was prepared in accordance with the Caltrans Soil & Rock Logging, Classification, and Presentation Manual (2010).
20															

GDC LOG BORING 2011 IR 526 PHASE 5 - GARDEN GROVE AND FULLERTON.GPJ GDCLOG.GDT 4/7/14



GROUP DELTA CONSULTANTS, INC.
32 Mauchly, Suite B
Irvine, CA 92618


THIS SUMMARY APPLIES ONLY AT THE LOCATION OF THIS BORING AND AT THE TIME OF DRILLING. SUBSURFACE CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH THE PASSAGE OF TIME. THE DATA PRESENTED IS A SIMPLIFICATION OF THE ACTUAL CONDITIONS ENCOUNTERED.

FIGURE
A-2

BORING RECORD		PROJECT NAME AC Repair Phase 5 - Garden Grove and Fullerton		PROJECT NUMBER IR 526		HOLE ID A-14-002	
SITE LOCATION Garden Grove, Fullerton, CA				START 3/14/2014		FINISH 3/14/2014	
DRILLING COMPANY ABC Drilling		DRILL RIG CME 75		DRILLING METHOD Hollow Stem Auger		LOGGED BY Terry	
DRILLING METHOD Hollow Stem Auger		CHECKED BY Sathis		SHEET NO. 1 of 1			
HAMMER TYPE (WEIGHT/DROP) Automatic, (140#, 30")		HAMMER EFFICIENCY (ERI) 74		BORING DIA. (in) 8		TOTAL DEPTH (ft) 11.5	
GROUND ELEV. (ft) NA		DEPTH/ELEV. GW (ft) ∇ NE / na		DURING DRILLING			
DRIVE SAMPLER TYPE(S) & SIZE (ID) SPT (1.4"), CAL (2.4")				NOTES N60* = 1.23 N _{spt} = 0.83 N _{cal}		AFTER DRILLING ∇ NE / na	

DEPTH (feet)	ELEVATION (feet)	SAMPLE TYPE	SAMPLE NO.	PENETRATION RESISTANCE (BLOWS / 6 IN)	BLOW/FT "N"	SPT N ₆₀	RECOVERY (%)	ROD (%)	MOISTURE (%)	DRY DENSITY (pcf)	ATTERBERG LIMITS (LL:PI)	OTHER TESTS	DRILLING METHOD	GRAPHIC LOG	DESCRIPTION AND CLASSIFICATION
															ASPHALT (3 inches) AGGREGATE BASE (7 inches)
			B-1	10									R		Poorly-Graded SAND with SILT (SP-SM); medium dense; light brown; moist; mostly fine SAND; trace fine GRAVEL; nonplastic.
			R-2-1	13	30	25			5.9	106			PA		88% SAND; 11% fines; 1% GRAVEL
5			B-3	5											Few medium SAND; no GRAVEL.
			R-4-1	8	19	16			2.9	96					
				11											
10			R-5-1	5	20	17			10.5	90					Silty SAND (SM); medium dense; light brown; moist; mostly fine SAND; little fines; nonplastic.
				8											Bottom of borehole at 11.5 feet. Boring terminated at planned depth.
				12											This Boring Record was prepared in accordance with the Caltrans Soil & Rock Logging, Classification, and Presentation Manual (2010).


GDC LOG BORING 2011 IR 526 PHASE 5 - GARDEN GROVE AND FULLERTON.GPJ GDCLOG.GDT 4/7/14

	<p>GROUP DELTA CONSULTANTS, INC. 32 Mauchly, Suite B Irvine, CA 92618</p>	<p>THIS SUMMARY APPLIES ONLY AT THE LOCATION OF THIS BORING AND AT THE TIME OF DRILLING. SUBSURFACE CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH THE PASSAGE OF TIME. THE DATA PRESENTED IS A SIMPLIFICATION OF THE ACTUAL CONDITIONS ENCOUNTERED.</p>	<p>FIGURE A-3</p>
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BORING RECORD			PROJECT NAME AC Repair Phase 5 - Garden Grove and Fullerton			PROJECT NUMBER IR 526		HOLE ID A-14-003		
SITE LOCATION Garden Grove, Fullerton, CA					START 3/14/2014		FINISH 3/14/2014		SHEET NO. 1 of 1	
DRILLING COMPANY ABC Drilling		DRILL RIG CME 75		DRILLING METHOD Hollow Stem Auger			LOGGED BY Terry		CHECKED BY Sathis	
HAMMER TYPE (WEIGHT/DROP) Automatic, (140#, 30")		HAMMER EFFICIENCY (ERI) 74		BORING DIA. (in) 8	TOTAL DEPTH (ft) 11.5	GROUND ELEV (ft) NA		DEPTH/ELEV. GW (ft) ∇ NE / na		
DRIVE SAMPLER TYPE(S) & SIZE (ID) SPT (1.4"), CAL (2.4")				NOTES N60* = 1.23 Nspt = 0.83 Ncal			DURING DRILLING AFTER DRILLING ∇ NE / na			

DEPTH (feet)	ELEVATION (feet)	SAMPLE TYPE	SAMPLE NO.	PENETRATION RESISTANCE (BLOWS / 6 IN)	BLOW/FT "N"	SPT N ₆₀	RECOVERY (%)	ROD (%)	MOISTURE (%)	DRY DENSITY (pcf)	ATTERBERG LIMITS (LL:PI)	OTHER TESTS	DRILLING METHOD	GRAPHIC LOG	DESCRIPTION AND CLASSIFICATION
															ASPHALT (2.5 to 3 inches)
															AGGREGATE BASE (6.5 inches)
			B-1	7											Silty SAND (SM); medium dense; light brown; moist; mostly fine SAND; few medium SAND; trace coarse SAND; little fines; nonplastic.
			R-2-1	10	21	17									
			R-3-1	11											
5			R-3-1	6	18	15									Poorly-Graded SAND with SILT (SP-SM); medium dense; light brown; moist; mostly fine to medium SAND; trace coarse SAND; few fines; nonplastic.
			R-4-1	8											Bottom of borehole at 11.5 feet. Boring terminated at planned depth.
			R-4-1	10	23	19									
10				3											This Boring Record was prepared in accordance with the Caltrans Soil & Rock Logging, Classification, and Presentation Manual (2010).
				8											
				15											
15															
20															

GDC LOG BORING 2011 IR 526 PHASE 5 - GARDEN GROVE AND FULLERTON.GPJ GDCLOG.GDT 4/7/14

	<p>GROUP DELTA CONSULTANTS, INC. 32 Mauchly, Suite B Irvine, CA 92618</p>	<p>THIS SUMMARY APPLIES ONLY AT THE LOCATION OF THIS BORING AND AT THE TIME OF DRILLING. SUBSURFACE CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH THE PASSAGE OF TIME. THE DATA PRESENTED IS A SIMPLIFICATION OF THE ACTUAL CONDITIONS ENCOUNTERED.</p>	<p>FIGURE A-4</p>
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ADDENDUM NO. 2 ATTACHMENT B

DATE DRILLED 8/20/07 BORING NO. B-1
 GROUND ELEVATION 85' ± (MSL) SHEET 1 OF 3
 METHOD OF DRILLING 8" Hollow-Stem Auger (Martin Drilling Company)
 DRIVE WEIGHT 140 lbs. (Auto. Trip Hammer) DROP 30"
 SAMPLED BY JRS LOGGED BY JRS REVIEWED BY CAP

DESCRIPTION/INTERPRETATION

DEPTH (feet)	SAMPLES		BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.
	Bulk	Driven					
0							
0 - 1.5							SP PORTLAND CEMENT CONCRETE: Approximately 8 1/2 inches thick.
1.5 - 3.0							ML AGGREGATE BASE: Brown, dry to damp, medium dense, fine to coarse SAND; little to some gravel; approximately 6 1/2 inches thick.
3.0 - 5.0							FILL: Medium to dark brown, damp, medium dense, very fine sandy SILT.
5.0 - 10.0			28	2.8	101.3		SP ALLUVIUM: Light brown, dry, medium dense, fine to medium SAND.
10.0 - 15.0			13	16.3	113.6		SM Brown, damp, loose, silty very fine to fine SAND.
15.0 - 17.3			18				Moist; medium dense.
17.3 - 20.0							@17.3': Groundwater encountered during drilling. Saturated.



BORING LOG

CNG Facility, OCTA Garden Grove Base
Orange County, California

PROJECT NO. 207232001A	DATE 12/07	FIGURE A-1
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ADDENDUM NO. 2 ATTACHMENT B

DATE DRILLED 3/20/07 BORING NO.
 GROUND ELEVATION 85' ± (MSL) SHEET 2 OF 3
 METHOD OF DRILLING 8" Hollow-Stem Auger (Martin Drilling Company)
 DRIVE WEIGHT 140 lbs. (Auto. Trip Hammer) DROP 30"
 SAMPLED BY JRS LOGGED BY JRS REVIEWED BY CAP

DEPTH (feet)	BULK DRIVEN SAMPLES	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.
20		53	18.6	103.1		SP
25		37				
30		16	25.0	101.8		
35		10				ML
40						

DESCRIPTION/INTERPRETATION

ALLUVIUM: (Continued)
 Light brown, saturated, dense, fine to medium SAND.

Very dense.

Brown; medium dense; very fine sandy clay lense.

Brown, saturated, medium dense, sandy SILT.



BORING LOG

CNG Facility, OCTA Garden Grove Base
 Orange County, California

PROJECT NO. 207232001A	DATE 12/07	FIGURE A-2
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ADDENDUM NO. 2 ATTACHMENT B EXHIBIT A

DEPTH (feet)	BULK SAMPLES Driven	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DATE DRILLED	BORING NO.				
							8/20/07	B-1				
							GROUND ELEVATION	85' ± (MSL)	SHEET	3	OF	3
							METHOD OF DRILLING	3" Hollow-Stem Auger (Martin Drilling Company)				
							DRIVE WEIGHT	140 lbs. (Auto. Trip Hammer)	DROP	30"		
							SAMPLED BY	JRS	LOGGED BY	JRS	REVIEWED BY	CAP
							DESCRIPTION/INTERPRETATION					
40		17	24.1	102.3		SM	<p><u>ALLUVIUM</u>: (Continued) Brown, saturated, medium dense, silty fine SAND; few clay.</p>					
45		13										
50		11	22.3	101.8		MH	<p>Grayish brown, saturated, stiff, clayey SILT; trace coarse sand.</p>					
							<p>Total Depth = 51.5 feet. Groundwater encountered during drilling at approximately 17.3 feet. Backfilled with bentonite and capped with quick-set concrete on 8/20/07.</p>					
							<p><u>Note:</u> Groundwater may rise to a level higher than that measured in borehole due to seasonal variations in precipitation and several other factors as discussed in the report.</p>					
55												
60												



BORING LOG

CNG Facility, OCTA Garden Grove Base
Orange County, California

PROJECT NO.	DATE	FIGURE
207232001A	12/07	A-3

LOG OF BORING Nº 1

RFP 4-2683
ATTACHMENT B TO EXHIBIT A

DATE DRILLED 6-18-73

DRILLING EQUIPMENT Bucket Auger

DRIVING WEIGHT 1650 lbs. - 12" drop

SURFACE ELEVATION 98.9

Depth in Feet	Samples	Blows per foot	SOILS CLASSIFICATION	COLOR	MOISTURE	CONSISTENCY	DRY UNIT WEIGHT LB. PER CU. FT.	SHEAR RESISTANCE @ ANTICIPATED PRESSURE - KIPS PER SQUARE FOOT						
								●	1	2	3	4	5	
								MOISTURE CONTENT - % DRY WEIGHT						
								▲	10	20	30	40	50	
2			FILL: Sand, very fine, slight silty	gray brwn	dry damp	mod loose	101	▲						
5			SAND, very fine to fine clean	pale gray brwn		mod comp								
2			<u>fine to medium, clean</u>											
10			<u>fine, sl. silty</u> very fine, silty	olive gray		mod comp	95	▲						
15		8	<u>very fine to fine, slight silty, occasional silt lenses</u>		moist very moist	comp	103			▲				
20			End @ 20.0 ft.											
25														

OCTD Administration and Maintenance
Facilities, Garden Grove, California

PROJECT No. S-0040-F1

PLATE B

SOILS INTERNATIONAL
CONSULTING FOUNDATION ENGINEERS & ENGINEERING GEOLOGISTS

LOG OF BORING Nº 2

DATE DRILLED 6/18/73 DRILLING EQUIPMENT Bucket Auger

DRIVING WEIGHT 1650 lbs. - 12" drop SURFACE ELEVATION 98.9

Depth in Feet	Samples	Blows per foot	SOILS CLASSIFICATION	COLOR	MOISTURE	CONSISTENCY	DRY UNIT WEIGHT LB. PER CU. FT.	SHEAR RESISTANCE @ ANTICIPATED PRESSURE - KIPS PER SQUARE FOOT							
								●	1	2	3	4	5		
								MOISTURE CONTENT - % DRY WEIGHT							
								▲	10	20	30	40	50		
			FILL: Sand, fine, sl. silty			gray	dry	loose							
			SAND, very fine to fine, slight silty			brwn	damp	mod comp							
5			fine, clean			pale gray	dry								
		6				brwn			98	▲					
			fine, sl. silty			olive		comp							
		4	very fine, silty			gray			108	▲					
10			very fine to fine, slight silty												
			fine, clean			pale gray									
						brwn									
			fine, sl. silty												
15			End @ 15.0 ft.												
20															
25															

OCTD Administration and Maintenance
Facilities, Garden Grove, California

PROJECT No. S-0040-F1

PLATE C

SOILS INTERNATIONAL
CONSULTING FOUNDATION ENGINEERS & ENGINEERING GEOLOGISTS

LOG OF BORING No 4

ATTACHMENT B TO EXHIBIT A

DATE DRILLED 6/5/75

DRILLING EQUIPMENT Bucket Auger

DRIVING WEIGHT 1350 lbs. - 12" drop

SURFACE ELEVATION 99.4

Depth in Feet	Samples	Blows per foot	SOILS CLASSIFICATION	COLOR	MOISTURE	CONSISTENCY	DRY UNIT WEIGHT LB. PER CU. FT.	SHEAR RESISTANCE @ ANTICIPATED PRESSURE - KIPS PER SQUARE FOOT						
								●	1	2	3	4	5	
								MOISTURE CONTENT - % DRY WEIGHT						
▲	10	20	30	40	50									
3			SAND, very fine to fine, silty, porous	light gray brwn	dry	loose	87	▲						
6			fine, clean	tan		mod comp	96	▲						
6			fine, silty	gray	moist		96	▲						
6			fine, clean	brwn										
10			very fine to fine, silty				108	●		▲				
10			fine, silty											
10			fine, clean											
10			very fine to fine, very silty	dark gray brwn		very moist	92	●		▲				
15			very fine to fine, silty	gray	wet									
20			fine to medium, sl. silty to clean			comp								
21							104			▲				

End @ 25.0 ft.

OCTD Administration and Maintenance
Facilities, Garden Grove, California

PROJECT No. S-0040-F1

PLATE

E

SOILS INTERNATIONAL
CONSULTING FOUNDATION ENGINEERS & ENGINEERING GEOLOGISTS

LOG OF BORING No. 5

DATE DRILLED 6/4/75

DRILLING EQUIPMENT Bucket Auger

DRIVING WEIGHT 1350 lbs. - 12" drop

SURFACE ELEVATION 98.7

Depth in Feet	Samples	Blows per foot	SOILS CLASSIFICATION	COLOR	MOISTURE	CONSISTENCY	DRY UNIT WEIGHT LB. PER CU. FT.	SHEAR RESISTANCE @ ANTICIPATED PRESSURE - KIPS PER SQUARE FOOT					
								●	▲				
								MOISTURE CONTENT - % DRY WEIGHT					
								1	2	3	4	5	
								10	20	30	40	50	
3			SAND, very fine to fine silty porous	gray		dry	loose	85	●	▲			
4			fine, clean	tan			mod comp	95	▲	●			
5								100	▲	●			
10			fine, silty to slight silty	gray		moist		104	●	▲			
15			very fine to fine, very silty			very moist to wet		97	●	▲			
20			fine, clean				Grd. water	104	●	▲			
20			very fine to fine silty	olive gray				104	●	▲			
25			fine to medium, clean	gray			comp	106		▲			

Cont. on Plate G

OCTD Administration and Maintenance
Facilities, Garden Grove, California

PROJECT No. S-0040-F1

PLATE F

LOG OF BORING N^o 5 cont.

DATE DRILLED 6/4/75 DRILLING EQUIPMENT Bucket Auger

DRIVING WEIGHT 1350 lbs. - 12" drop SURFACE ELEVATION 98.7

Depth in Feet	Samples	Blows per foot	SOILS CLASSIFICATION	COLOR	MOISTURE	CONSISTENCY	DRY UNIT WEIGHT LB. PER CU. FT.	SHEAR RESISTANCE @ ANTICIPATED PRESSURE - KIPS PER SQUARE FOOT												
								MOISTURE CONTENT - % DRY WEIGHT												
								●	1	2	3	4	5							
▲	10	20	30	40	50															
			SAND, fine to medium, clean	gray	Sat.	comp														
			very fine to fine, silty	dark gray																
			SILT, sandy, clayey	olive		firm														
30	8		SAND, very fine, very silty	gray		comp	97													
			fine, clean																	
			very fine, silty																	
35	2		SILT, sandy, clayey, occasional sand lenses			firm	90													
40	3		SAND, fine, silty			comp	95													
			fine, clean																	
45	14		SILT, sandy				99													
			End @ 45.5 ft.																	

OCTD Administration and Maintenance Facilities, Garden Grove, California	PROJECT No.	S-0040-F1
	PLATE	G

LOG OF BORING Nº 6

ATTACHMENT B TO EXHIBIT A

DATE DRILLED 6/4/75

DRILLING EQUIPMENT Bucket Auger

DRIVING WEIGHT 1350 lbs. - 12" drop

SURFACE ELEVATION 99.3

Depth in Feet	Samples	Blows per foot	SOILS CLASSIFICATION	COLOR	MOISTURE	CONSISTENCY	DRY UNIT WEIGHT LB. PER CU. FT.	SHEAR RESISTANCE @ ANTICIPATED PRESSURE - KIPS PER SQUARE FOOT											
								MOISTURE CONTENT - % DRY WEIGHT											
								●	1	2	3	4	5						
1			SAND, very fine to fine, silty, porous	gray	dry	loose													
5			fine, sl. silty																
5			fine, clean	tan		comp													
6																			
10			very fine to fine, silty	gray brwn	moist														
10				gray															
15			fine, clean		very moist														
15			SILT, clayey, sandy	olive brwn		mod soft													
15			SAND, very fine to fine, silty	olive gray		comp													
15			fine, clean	light gray															
20					▽														
20					Grd. water														
20			End @ 20.5 ft.																
25																			

OCTD Administrative and Maintenance Facilities, Garden Grove, California

PROJECT No. S-0040-F1
PLATE H

SOILS INTERNATIONAL
CONSULTING FOUNDATION ENGINEERS & ENGINEERING GEOLOGISTS

LOG OF BORING Nº 8

RFP 4-2683
ATTACHMENT B TO EXHIBIT A

DATE DRILLED 6/4/75

DRILLING EQUIPMENT Bucket Auger

DRIVING WEIGHT 1350 lbs. - 12" drop

SURFACE ELEVATION 100.1

Depth in Feet	Samples	Blows per foot	SOILS CLASSIFICATION	COLOR	MOISTURE	CONSISTENCY	DRY UNIT WEIGHT LB. PER CU. FT.	SHEAR RESISTANCE @ ANTICIPATED PRESSURE - KIPS PER SQUARE FOOT												
								MOISTURE CONTENT - % DRY WEIGHT												
								●	1	2	3	4	5							
			SAND, fine, silty	gray	dry	mod														
			fine, clean	tan			102													
3																				
			fine to medium, clean																	
4																				
5																				
			fine to coarse, clean, scat. pea gravel																	
6																				
			fine to medium, clean																	
10																				
			End @ 10.5 ft.																	
5																				
101																				

OCTD Administration and Maintenance
Facilities, Garden Grove, California

PROJECT No. S-0040-F1
PLATE K

SOILS INTERNATIONAL
CONSULTING FOUNDATION ENGINEERS & ENGINEERING GEOLOGISTS

APPENDIX C

LAB BY OTHERS

Boring No.	Sample No.	Depth (ft)	Sample Type	Geologic Unit	USCS Group Symbol	SPT N*60 (blows/ft)	Undrained Shear Strength, Su (ksf)			Moisture Content (%)	Dry Unit Weight (pcf)	Total Unit Wt (pcf)	Atterberg Limits			Grain Size Distribution (%) by dry weight			Other Tests
							Pocket Pen.	Mini Vane	UU Test				LL	PL	PI	Gravel	Sand	Fines	
A-14-001	B-1	0.3	BULK		SM														R
A-14-001	R-2	2.5	MC		SM	29													
A-14-001	R-2-1	3.8	MC		SM				13.2	105	119				0	66	34		PA
A-14-001	B-3	4.5	BULK		SP-SM														
A-14-001	R-4	5.0	MC		SP-SM	17													
A-14-001	R-4-1	6.3	MC		SP-SM				4.0	94	98								
A-14-001	R-5	10.0	MC		CL	8													
A-14-001	R-5-1	11.3	MC		CL		2.0		18.4	108	128								R
A-14-002	B-1	0.8	BULK		SM														
A-14-002	R-2	2.5	MC		SM	25													
A-14-002	R-2-1	3.8	MC		SP-SM				5.9	106	112			1	88	11			PA
A-14-002	B-3	4.5	BULK		SP-SM														
A-14-002	R-4	5.0	MC		SP-SM	16													
A-14-002	R-4-1	6.3	MC		SP-SM				2.9	96	99								
A-14-002	R-5	10.0	MC		SM	17													
A-14-002	R-5-1	11.3	MC		SM				10.5	90	99								
A-14-003	B-1	0.8	BULK		SM														
A-14-003	R-2	2.5	MC		SM	17													
A-14-003	R-2-1	3.8	MC		SM														
A-14-003	R-3	5.0	MC		SP-SM	15													
A-14-003	R-3-1	6.3	MC		SP-SM														
A-14-003	R-4	10.0	MC		SP-SM	19													
A-14-003	R-4-1	11.3	MC		SP-SM														

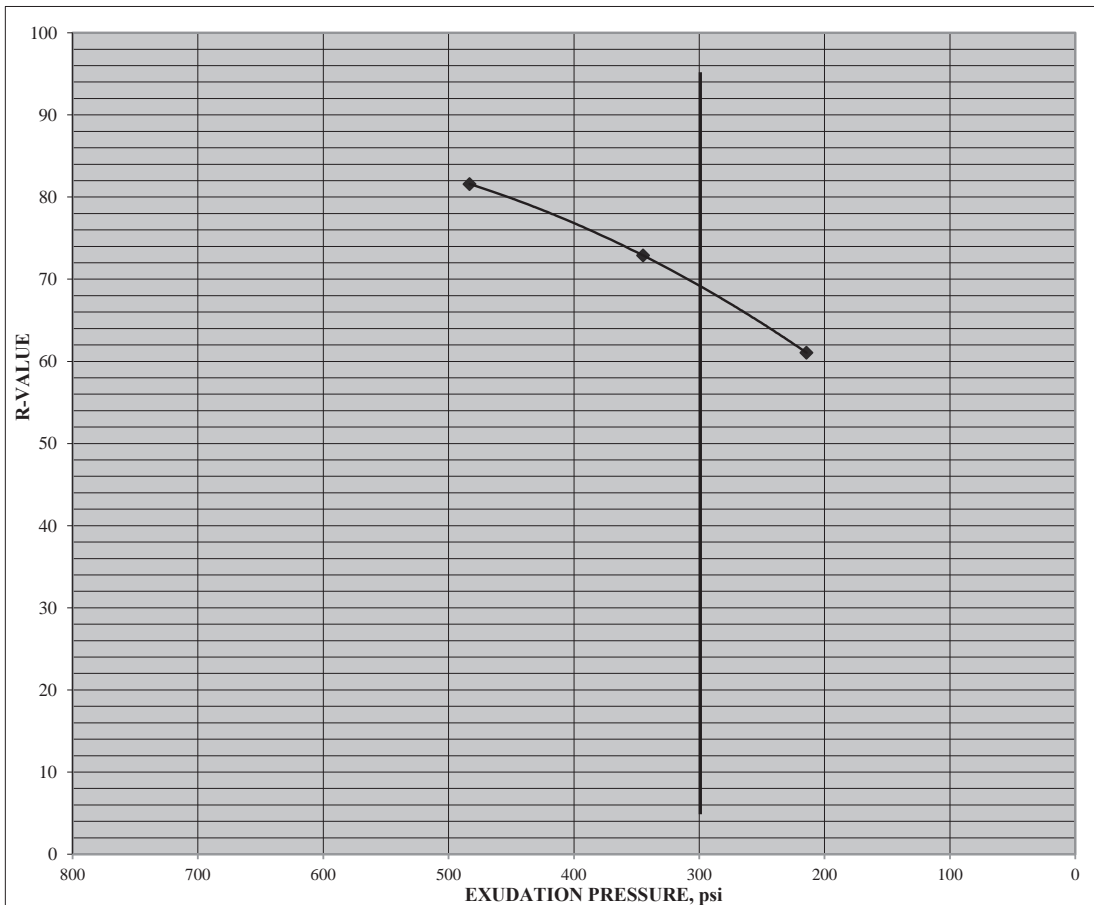
TABLE B-1: Summary of Laboratory Results
 Project: AC Repair Phase 5 - Garden Grove and Fullerton
 Location: Garden Grove, Fullerton, CA
 Number: IR 526

GROUP DELTA CONSULTANTS. INC.
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 Irvine, California 92618
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www.GroupDelta.com



RESISTANCE VALUE

Project Name: STV OCTA - Garden Grove Base
Project No.: IR526 Phase 5
Sample No.: A-14-001 @ 1' to 5'
Material Description: Dark gray to light brown, Silty Sand
Report Date: 3/27/2014



Specimen No.	A	B	C
Moisture at Test, %	10.9	11.4	12.0
Dry Unit Weight at Test, pcf	122.6	123.7	123.8
Expansion Pressure, psf	0	0	0
Exudation Pressure, psi	483	345	214
Resistance Value	82	73	61

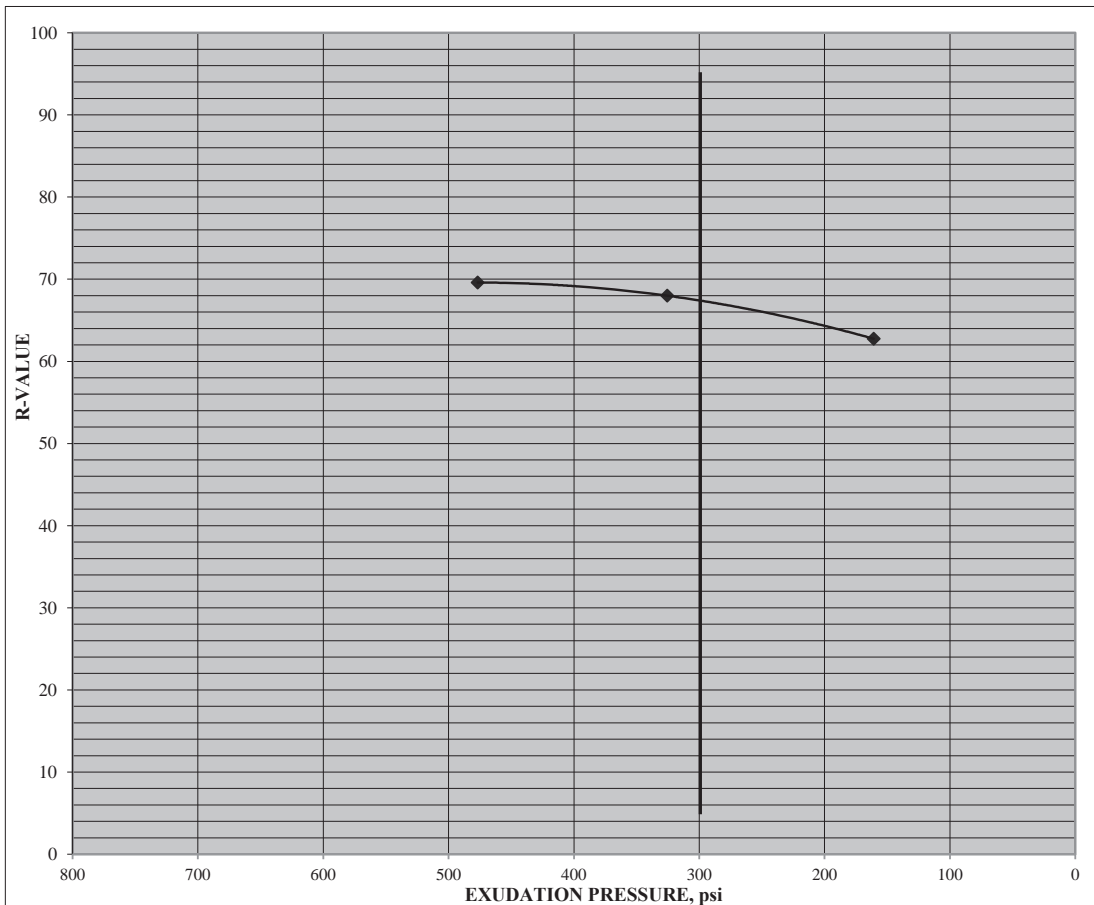
R - VALUE AT 300 PSI EXUDATION PRESSURE	69
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Test Procedure: CTM 301 / ASTM D2844

Figure B-1

RESISTANCE VALUE

Project Name: STV OCTA - Fullerton Park & Ride
Project No.: IR526 Phase 5
Sample No.: A-14-002 @ 1' to 5'
Material Description: Light brown, Poorly-Graded Sand with Silt
Report Date: 3/27/2014



Specimen No.	A	B	C
Moisture at Test, %	10.1	10.6	11.1
Dry Unit Weight at Test, pcf	126.5	127.1	126.4
Expansion Pressure, psf	0	0	0
Exudation Pressure, psi	477	326	161
Resistance Value	70	68	63

R - VALUE AT 300 PSI EXUDATION PRESSURE	67
--	-----------

Test Procedure: CTM 301 / ASTM D2844

Figure B-2

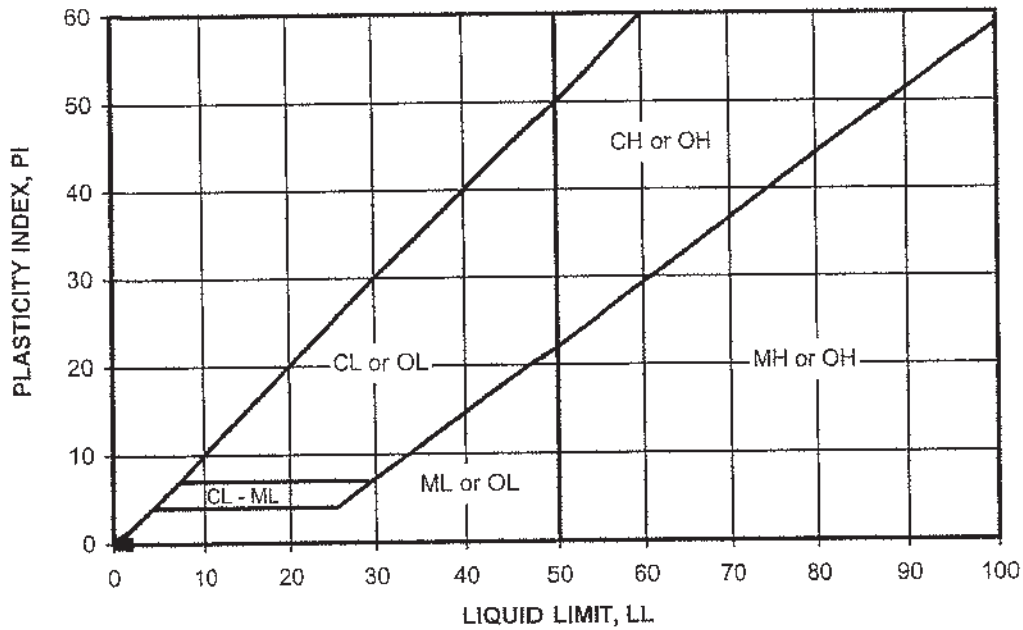
SAMPLE LOCATION	SAMPLE DEPTH (FT)	DESCRIPTION	PERCENT PASSING NO. 4	PERCENT PASSING NO. 200	USCS (TOTAL SAMPLE)
B-1	10.0-11.5	Silty SAND	100	36	SM
B-1	15.0-16.5	Silty SAND	100	43	SM
B-1	20.0-21.5	Poorly Graded SAND	100	5	SP
B-1	35.0-36.5	Sandy SILT	100	73	ML
B-1	40.0-41.5	Silty SAND	100	31	SM

PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 1140-00

<i>Ninyo & Moore</i>		NO. 200 SIEVE ANALYSIS	FIGURE B-1
PROJECT NO.	DATE	CNG Facility OCTA Garden Grove Base Orange County, California	
207232001A	12/07		

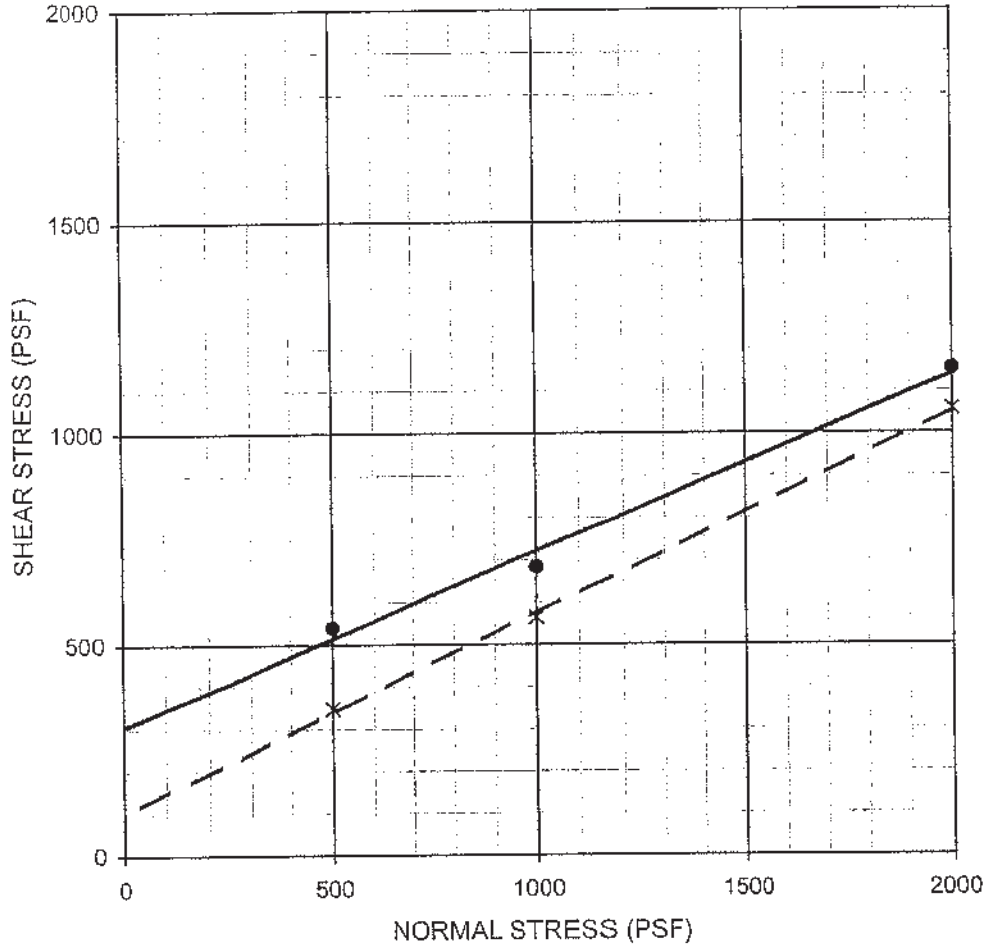
SYMBOL	LOCATION	DEPTH (FT)	LIQUID LIMIT, LL	PLASTIC LIMIT, PL	PLASTICITY INDEX, PI	USCS CLASSIFICATION (Fraction Finer Than No. 40 Sieve)	USCS (Entire Sample)
●	B-1	15.0-16.5	-	-	-	NP	SM
■	B-1	35.0-36.5	-	-	-	NP	ML
◆	B-1	40.0-41.5	-	-	-	NP	SM

NP - INDICATES NON-PLASTIC



PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 4318-05

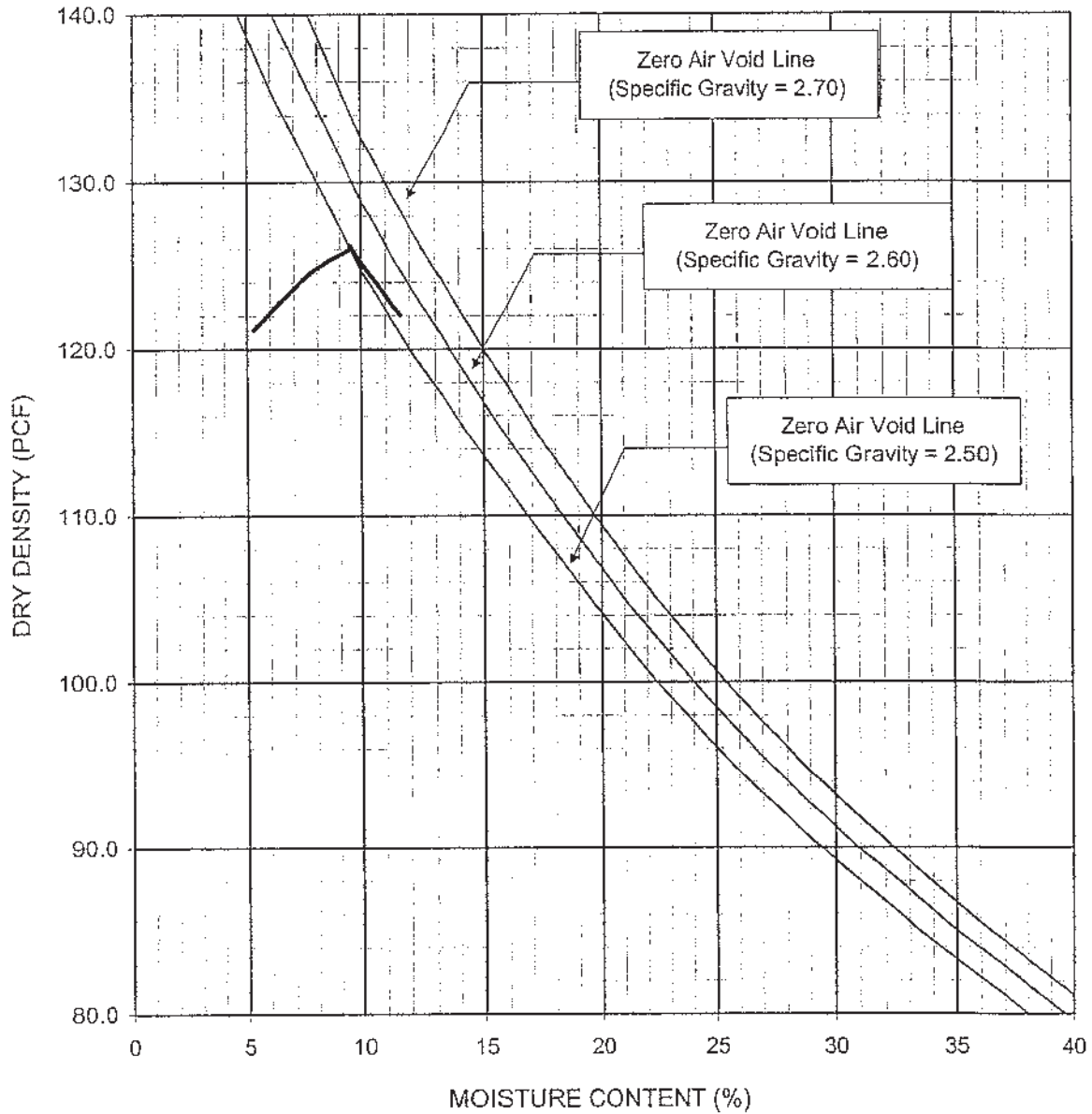
Ninyo & Moore		ATTERBERG LIMITS TEST RESULTS		FIGURE
PROJECT NO.	DATE	CNG Facility OCTA Garden Grove Base Orange County, California		B-2
207232001A	12/07			



Description	Symbol	Sample Location	Depth (ft)	Shear Strength	Cohesion, c (psf)	Friction Angle, ϕ (degrees)	Soil Type
Sandy SILT	—●—	B-1	1.3-4.0	Peak	306	23	ML
Sandy SILT	- - X - -	B-1	1.3-4.0	Ultimate	102	25	ML

PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 3080-04 ON A SAMPLE REMOLDED TO 90 PERCENT RELATIVE COMPACTION

Ningo & Moore		DIRECT SHEAR TEST RESULTS		FIGURE B-3
PROJECT NO.	DATE	CNG Facility OCTA Garden Grove Base Orange County, California		
207232001A	12/07			



Sample Location	Depth (ft)	Soil Description	Maximum Dry Density (pcf)	Optimum Moisture Content (%)
B-1	1.3-4.0	Medium to Dark Brown Sandy SILT	126.0	9.5
Dry Density and Moisture Content Values Corrected for Oversize (ASTM D 4718-87)				

PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 1557-02 ASTM D 698-00a METHOD A B C

Ninyo & Moore		PROCTOR DENSITY TEST RESULTS	FIGURE
PROJECT NO.	DATE	CNG Facility	B-4
207232001A	12/07	OCTA Garden Grove Base	
		Orange County, California	

SAMPLE LOCATION	SAMPLE DEPTH (FT)	pH ¹	RESISTIVITY ¹ (Ohm-cm)	SULFATE CONTENT ²		CHLORIDE CONTENT ³ (ppm)
				(ppm)	(%)	
B-1	1.3-4.0	8.8	3,550	60	0.006	65

- ¹ PERFORMED IN GENERAL ACCORDANCE WITH CALIFORNIA TEST METHOD 643
- ² PERFORMED IN GENERAL ACCORDANCE WITH CALIFORNIA TEST METHOD 417
- ³ PERFORMED IN GENERAL ACCORDANCE WITH CALIFORNIA TEST METHOD 422

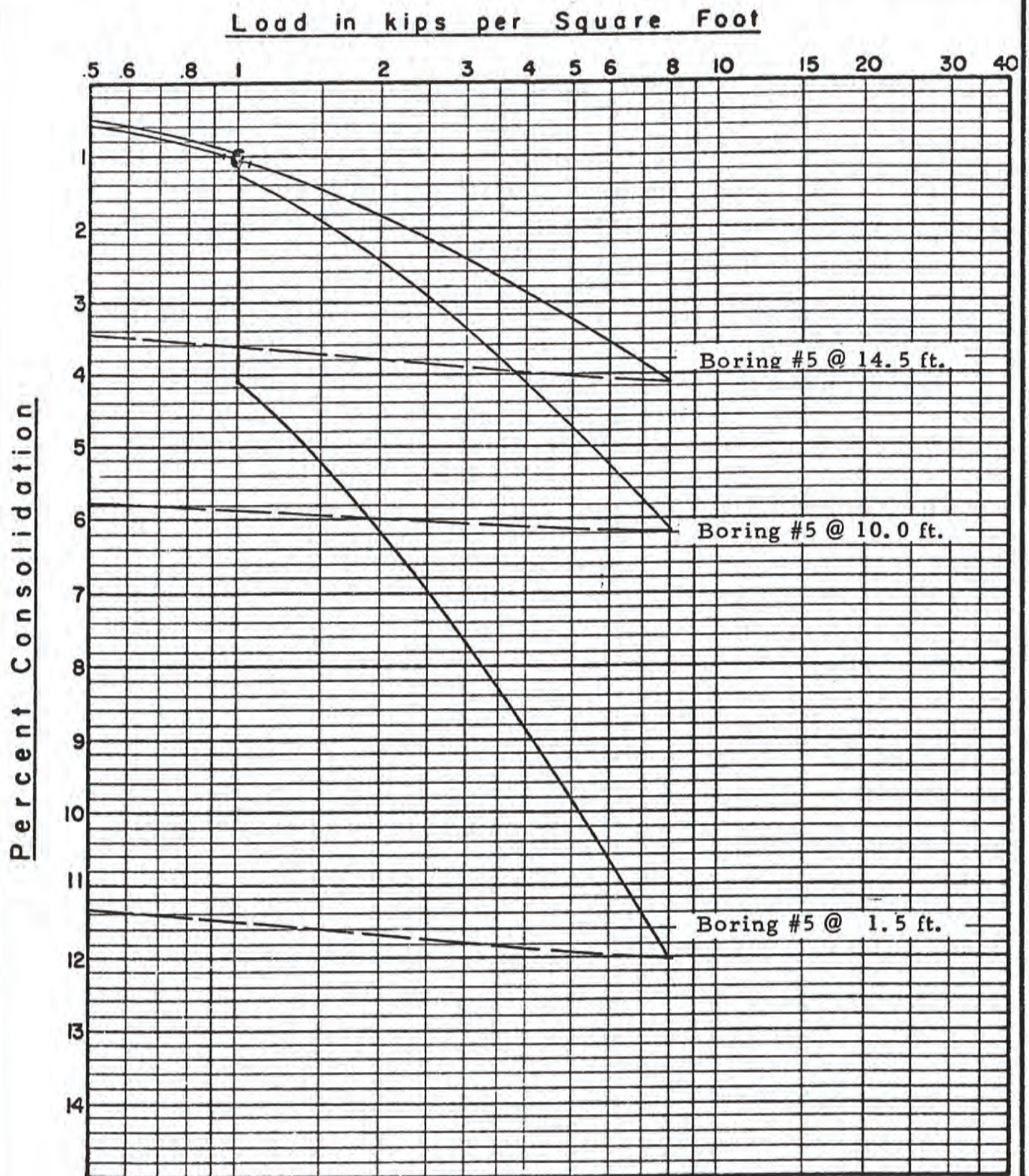
Ninyo & Moore		CORROSIVITY TEST RESULTS	FIGURE B-5
PROJECT NO. 207232001A	DATE 12/07		

SAMPLE LOCATION	SAMPLE DEPTH (FT)	SOIL TYPE	SAND EQUIVALENT
B-1	1.3-4.0	ML	13

PERFORMED IN GENERAL ACCORDANCE WITH AASHTO T176/CT 217

Ninyo & Moore		SAND EQUIVALENT VALUE	FIGURE
PROJECT NO.	DATE	CNG Facility OCTA Garden Grove Base Orange County, California	B-6
207232001A	12/07		

CONSOLIDATION TESTS

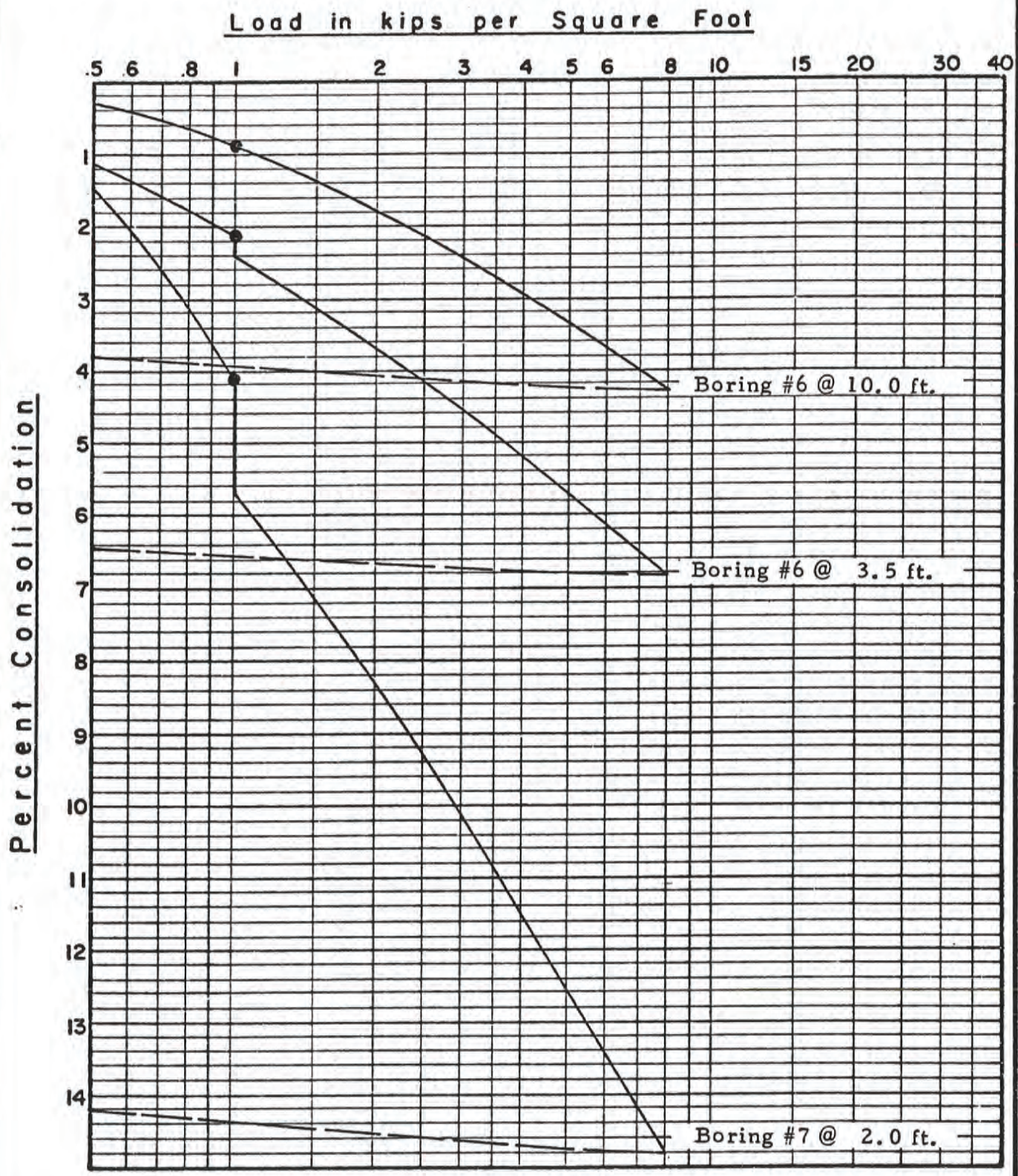


OCTD Administration and Maintenance
Facilities, Garden Grove, California

PROJECT No.	S-0040-FI
PLATE	N

SOILS INTERNATIONAL
CONSULTING FOUNDATION ENGINEERS & ENGINEERING GEOLOGISTS

CONSOLIDATION TESTS

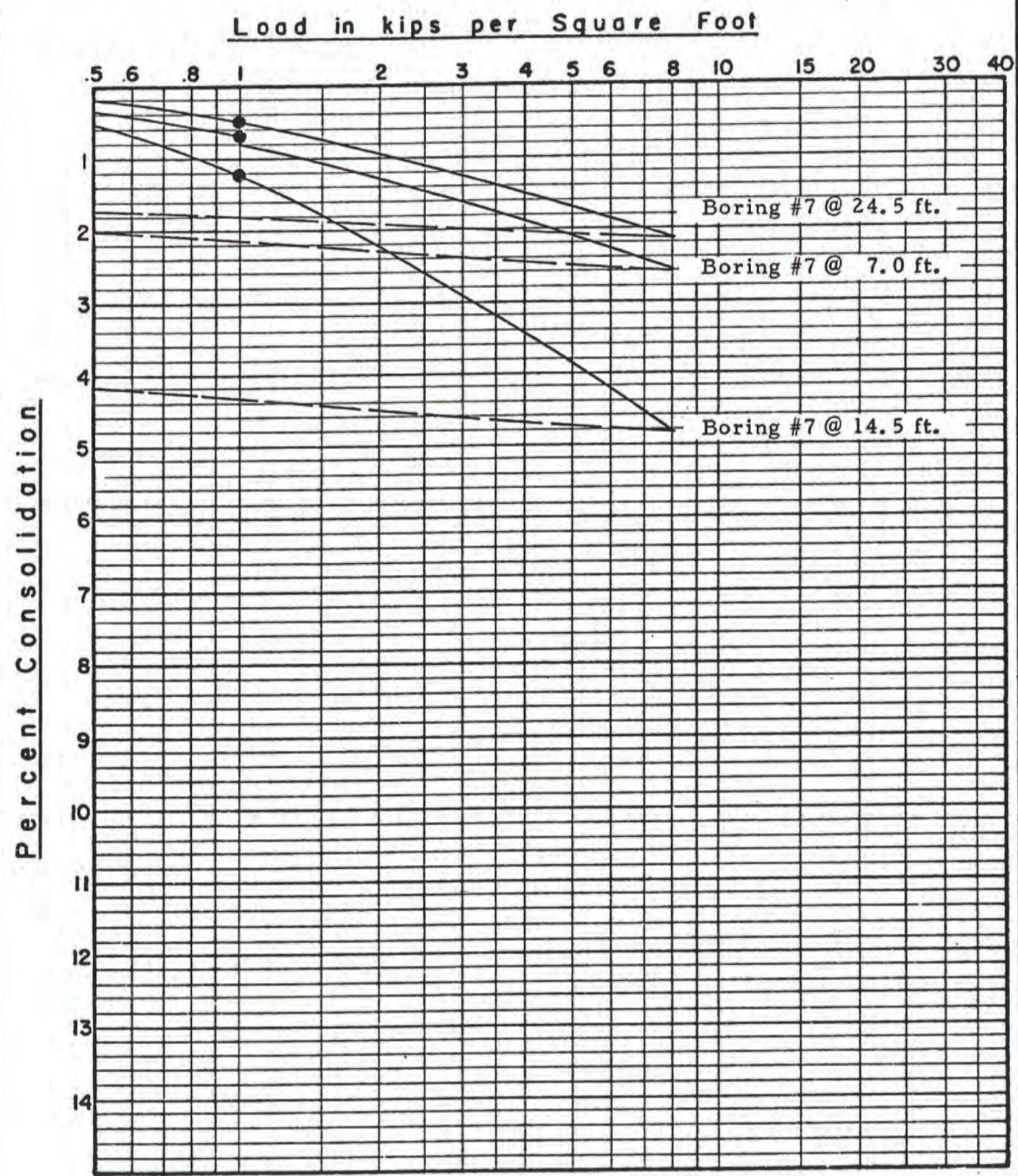


● WATER PERMITTED TO CONTACT SAMPLE

OCTD Administration and Maintenance Facilities, Garden Grove, California	PROJECT No.	S-0040-FI
	PLATE	0

SOILS INTERNATIONAL
CONSULTING FOUNDATION ENGINEERS & ENGINEERING GEOLOGISTS

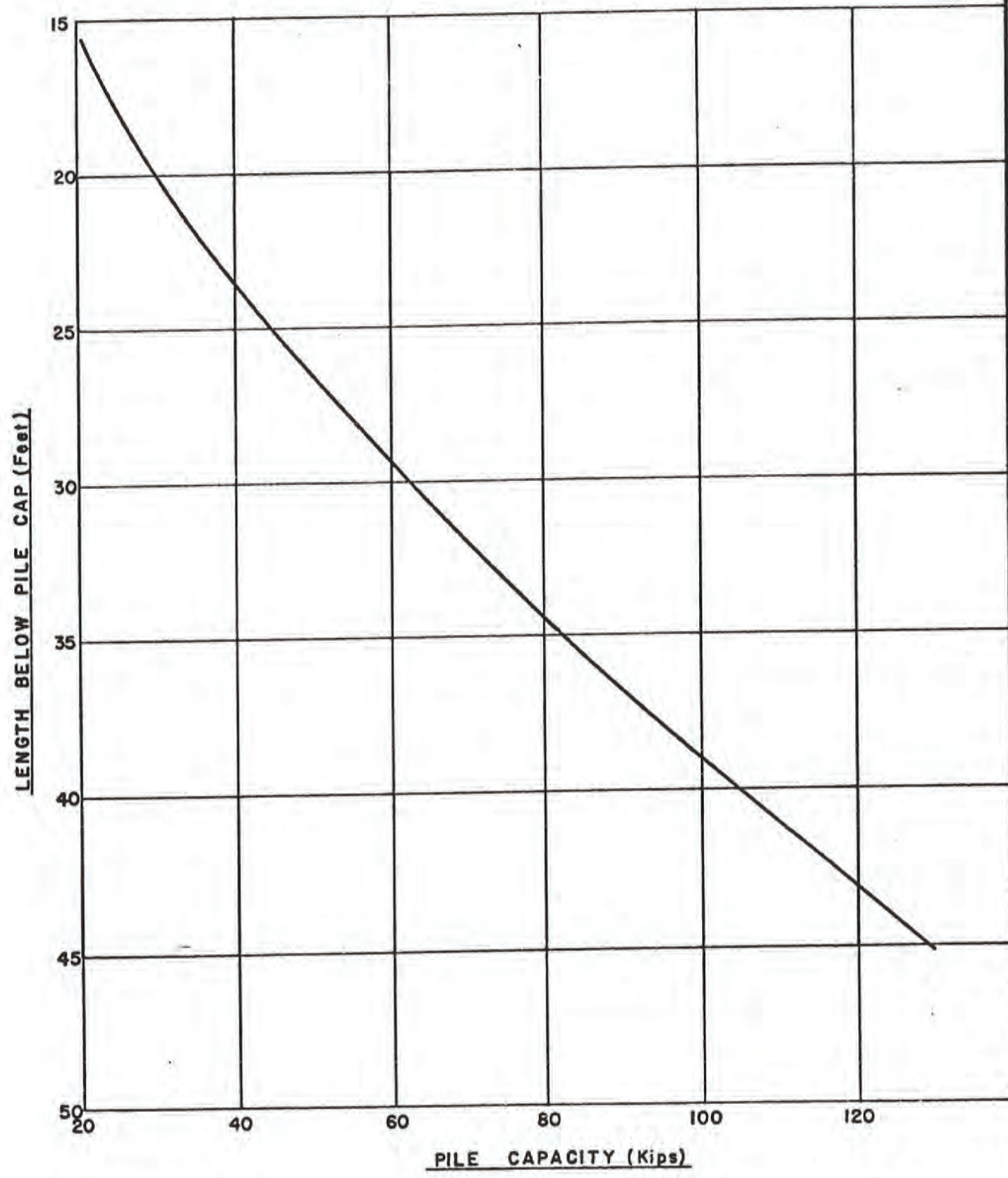
CONSOLIDATION TESTS



● WATER PERMITTED TO CONTACT SAMPLE

OCTD Administration and Maintenance Facilities, Garden Grove, California	PROJECT No.	S-0040-FI
	PLATE	P

PILE CAPACI.



Note: Above design curve is for an 18-inch diameter straight shaft pile. For other pile diameters apply a direct proportion.

OCTD Administrative and Maintenance
Facilities, Garden Grove, California

PROJECT No.	S-0040-F1
PLATE	Q

SOILS INTERNATIONAL
CONSULTING FOUNDATION ENGINEERS & ENGINEERING GEOLOGISTS

$$E = 1 - \frac{d}{smn\pi} \left[(n-1)m + (m-1)n + \sqrt{2} (m-1)(n-1) \right]$$

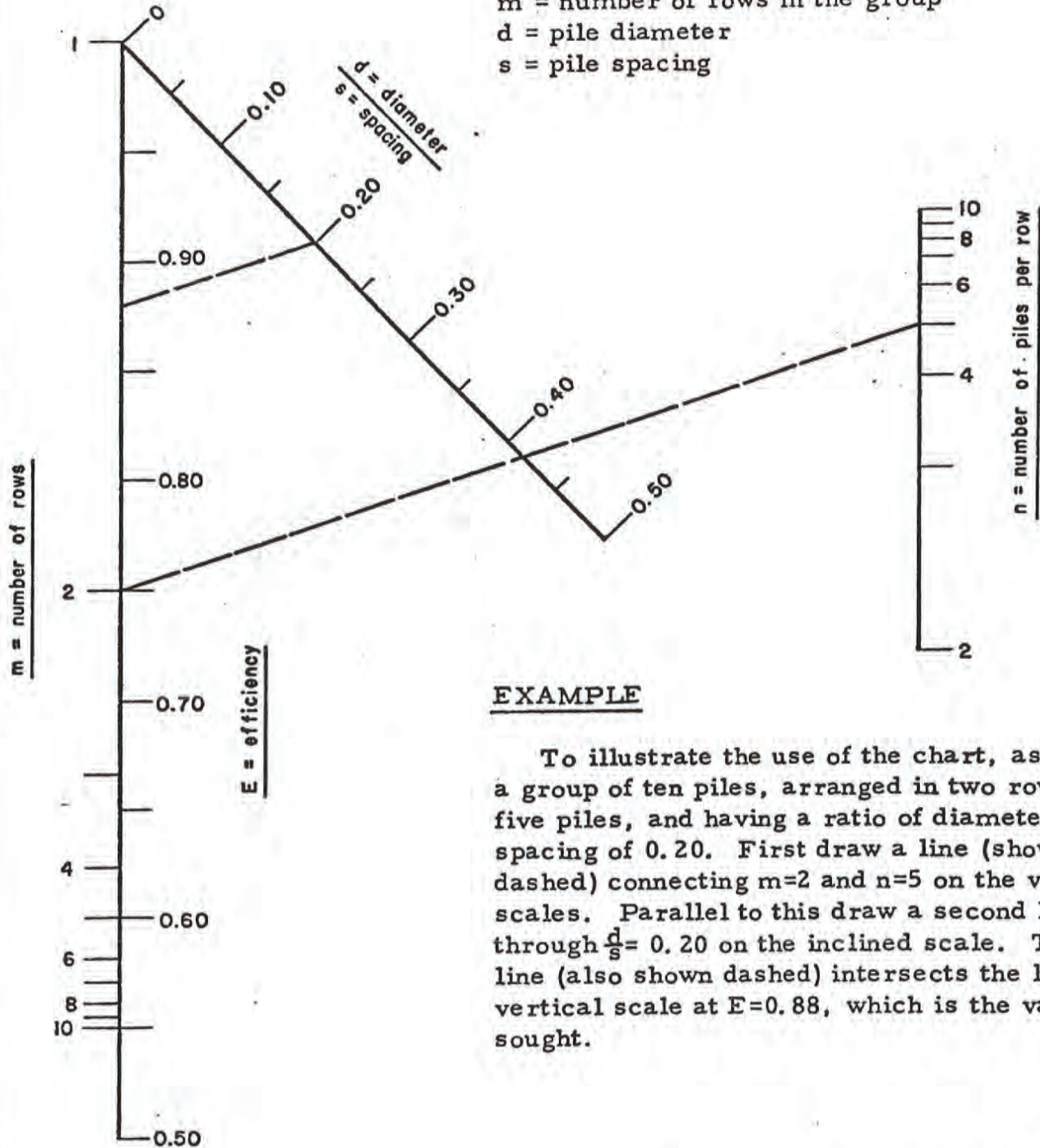
E = efficiency of a pile in the group, relative to its single pile value

n = number of piles in each row

m = number of rows in the group

d = pile diameter

s = pile spacing



EXAMPLE

To illustrate the use of the chart, assume a group of ten piles, arranged in two rows of five piles, and having a ratio of diameter to spacing of 0.20. First draw a line (shown dashed) connecting m=2 and n=5 on the vertical scales. Parallel to this draw a second line through $\frac{d}{s} = 0.20$ on the inclined scale. This line (also shown dashed) intersects the left vertical scale at E=0.88, which is the value sought.

OCTD Administrative and Maintenance Facilities, Garden Grove, California	PROJECT No.	S-0040-F1
	PLATE	R

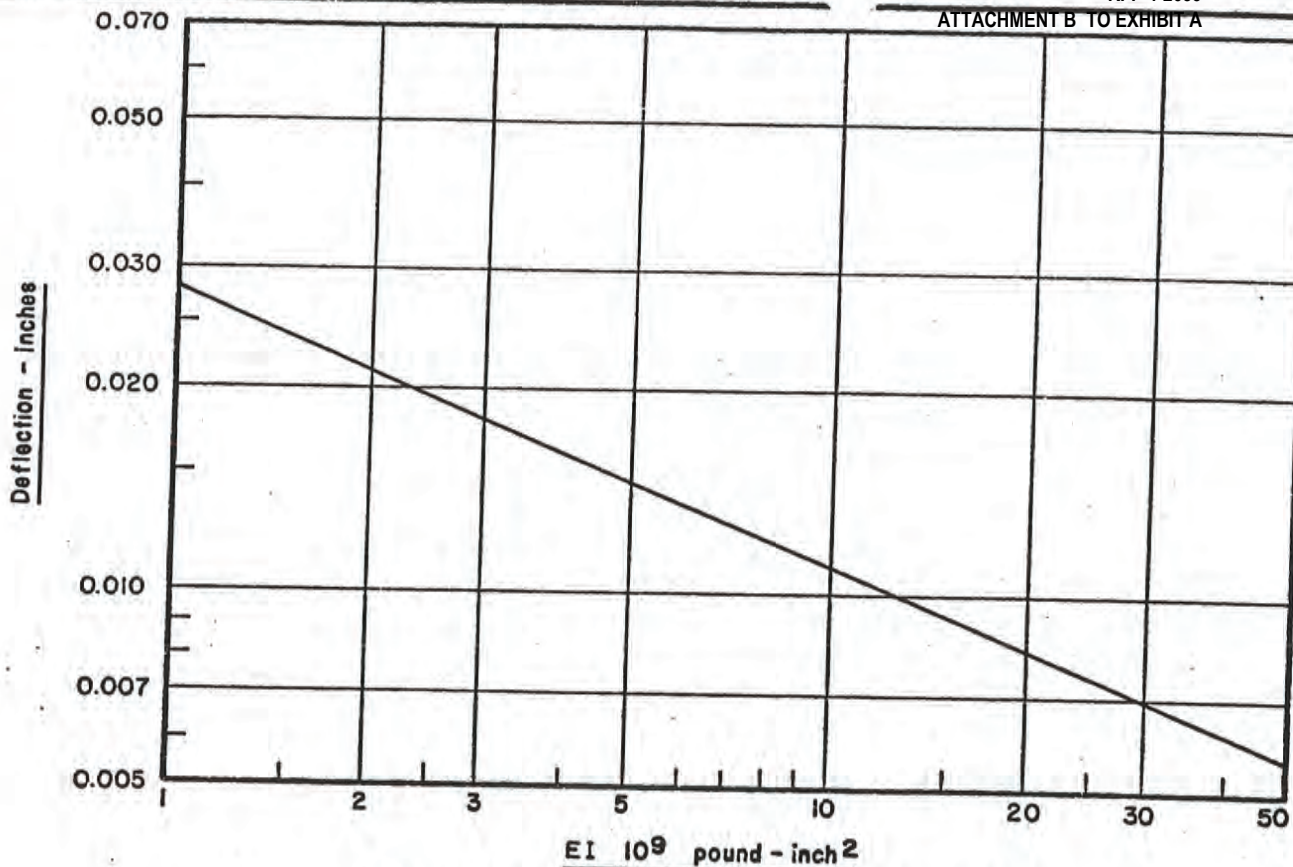


Fig. 1: Maximun Deflection for One-Kip Lateral Load

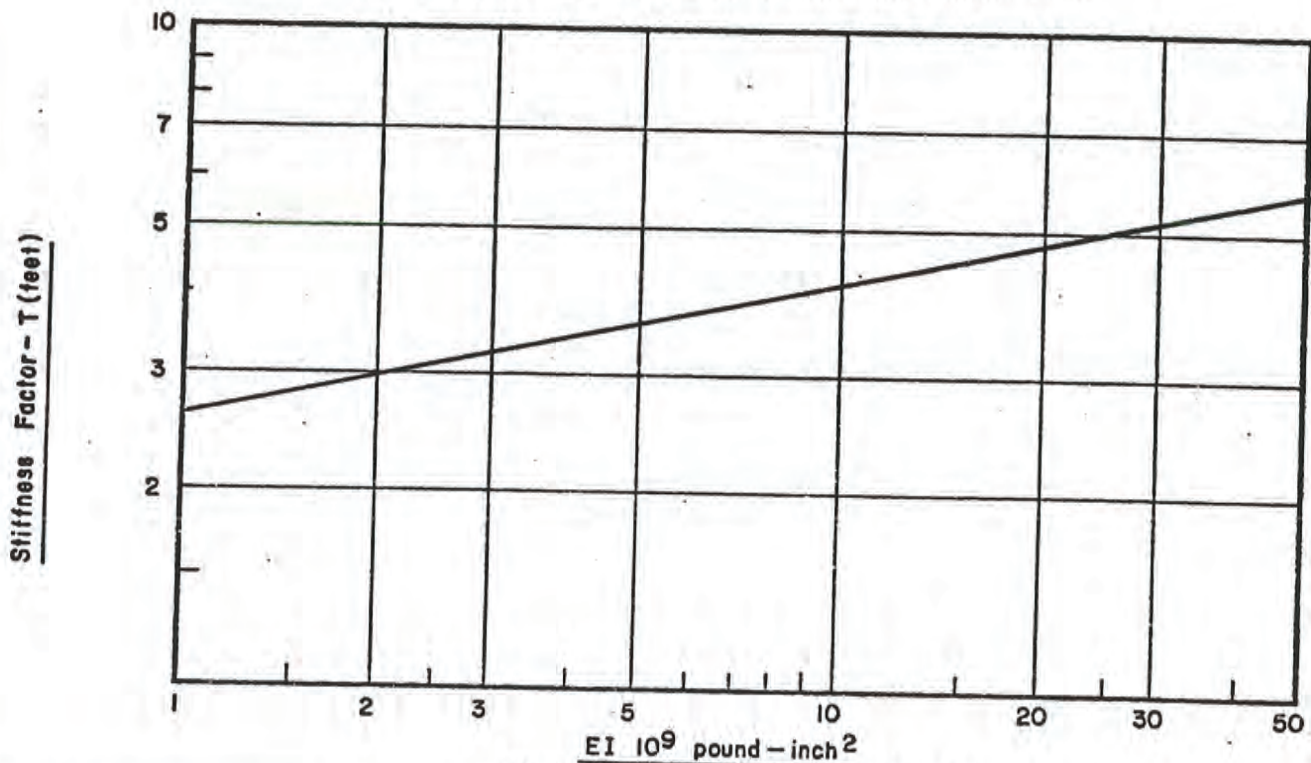


Fig. 2: Relative Stiffness Factor "T"

OCTD Administrative and Maintenance
Facilities, Garden Grove, California

PROJECT No. S-0040-F1

PLATE S

SOILS INTERNATIONAL
CONSULTING FOUNDATION ENGINEERS & ENGINEERING GEOLOGISTS

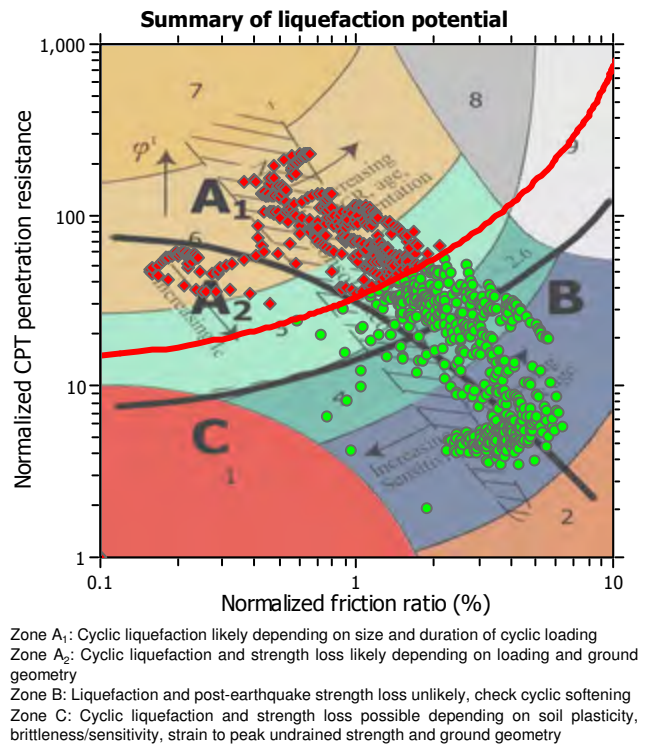
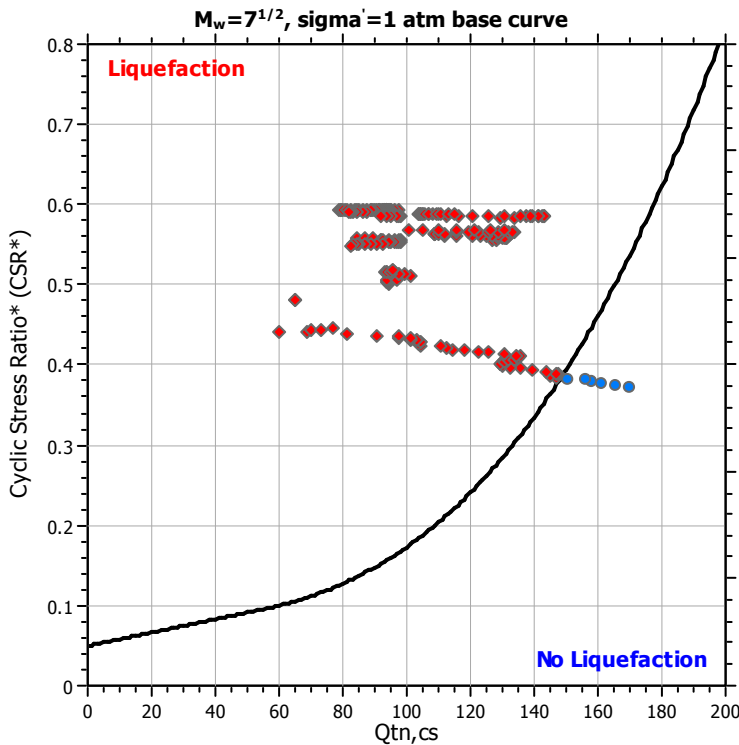
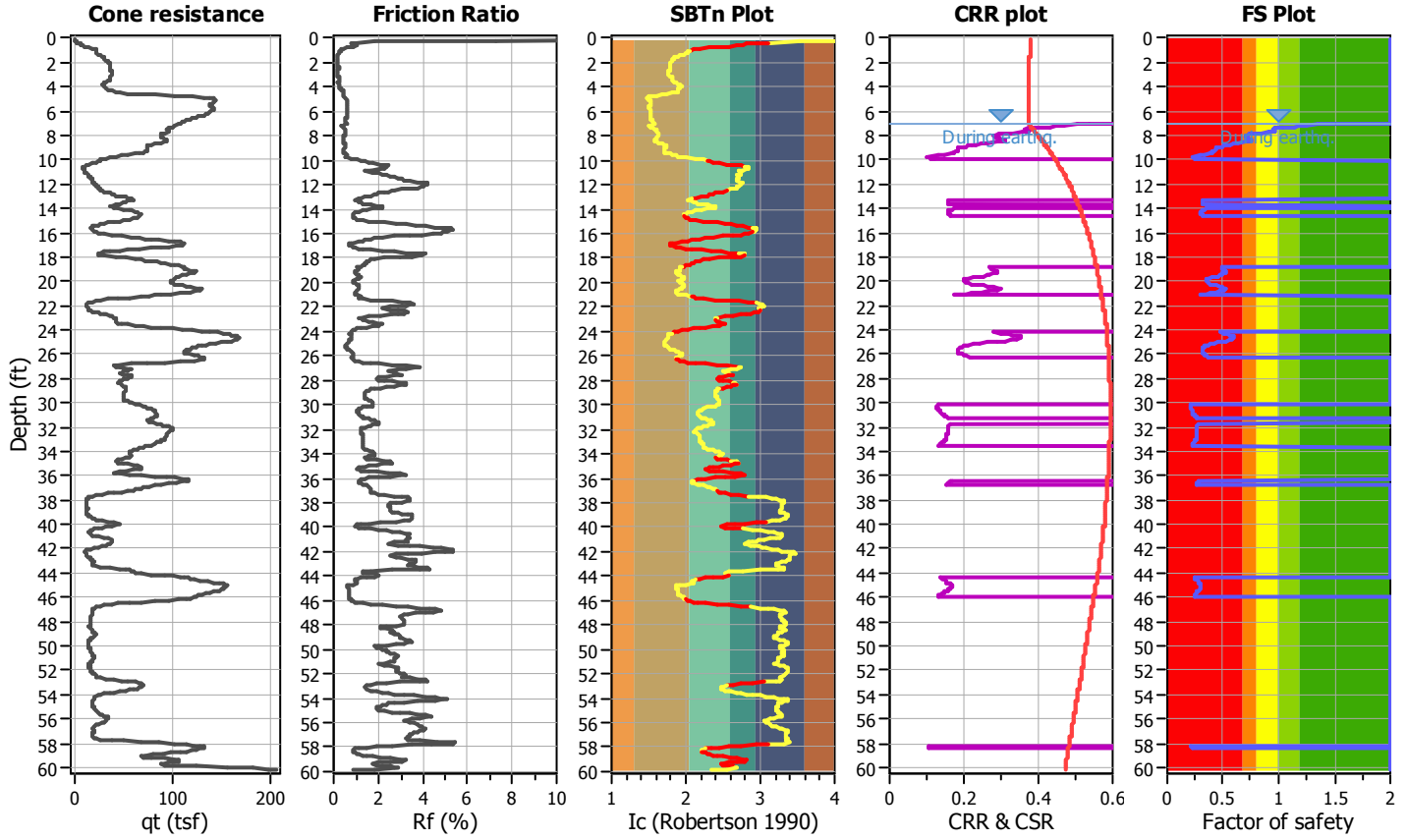
LIQUEFACTION ANALYSIS REPORT

Project title : 19175-02 Dahl Taylor/OCTA GG Bus Base
CPT file : CPT-1

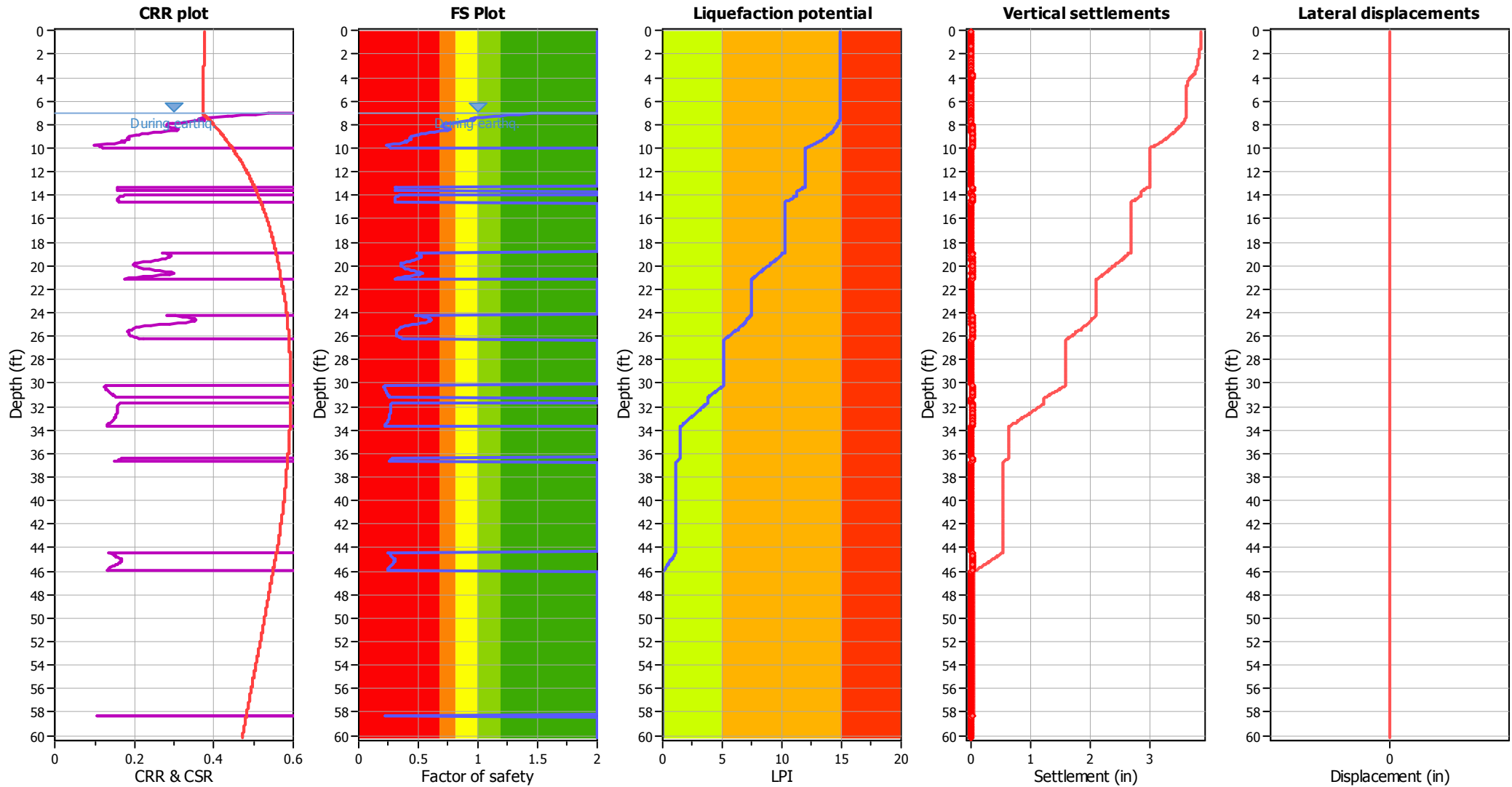
Location : Garden Grove, CA

Input parameters and analysis data

Analysis method:	NCEER (1998)	G.W.T. (in-situ):	60.00 ft	Use fill:	No	Clay like behavior applied:	Sands only
Fines correction method:	NCEER (1998)	G.W.T. (earthq.):	7.00 ft	Fill height:	N/A	Limit depth applied:	No
Points to test:	Based on Ic value	Average results interval:	3	Fill weight:	N/A	Limit depth:	N/A
Earthquake magnitude M_w :	7.26	Ic cut-off value:	2.30	Trans. detect. applied:	Yes	MSF method:	Method based
Peak ground acceleration:	0.63	Unit weight calculation:	Based on SBT	K_0 applied:	No		



Liquefaction analysis overall plots



Input parameters and analysis data

Analysis method:	NCEER (1998)	Depth to water table (earthq.):	7.00 ft	Fill weight:	N/A
Fines correction method:	NCEER (1998)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.30	K_{σ} applied:	No
Earthquake magnitude M_w :	7.26	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.63	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	60.00 ft	Fill height:	N/A	Limit depth:	N/A

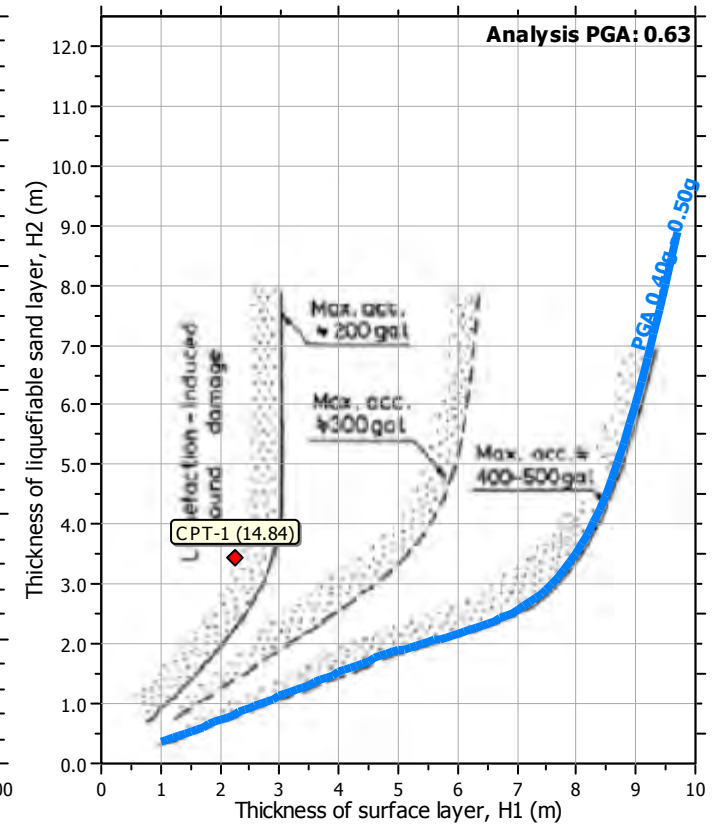
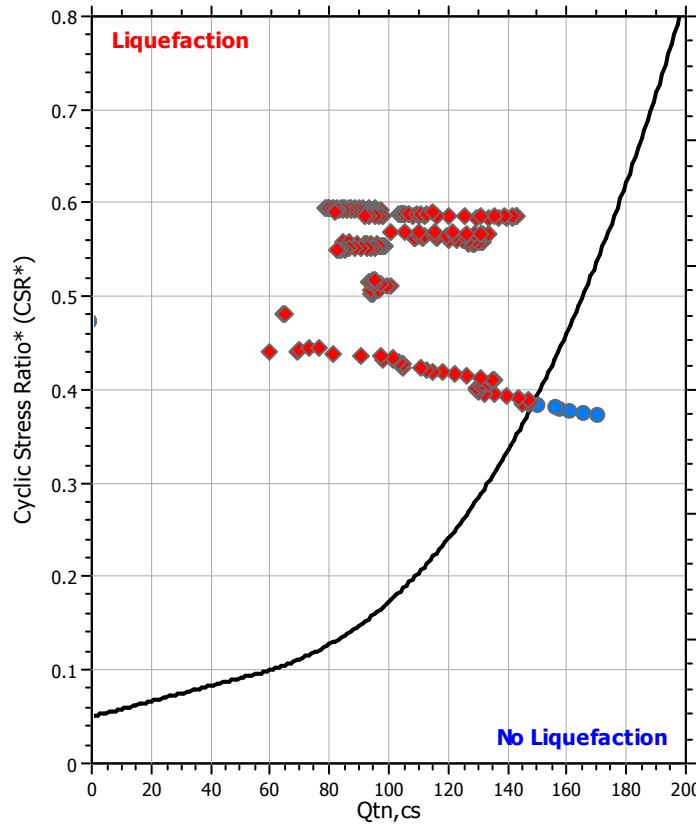
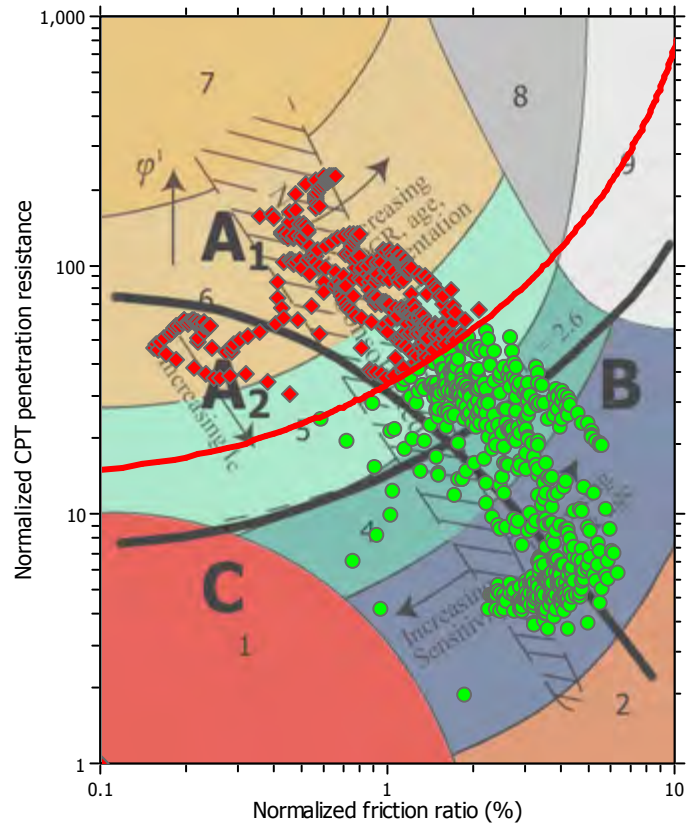
F.S. color scheme

- Almost certain it will liquefy
- Very likely to liquefy
- Liquefaction and no liq. are equally likely
- Unlike to liquefy
- Almost certain it will not liquefy

LPI color scheme

- Very high risk
- High risk
- Low risk

Liquefaction analysis summary plots



Input parameters and analysis data

Analysis method:	NCEER (1998)	Depth to water table (earthq.):	7.00 ft	Fill weight:	N/A
Fines correction method:	NCEER (1998)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.30	K_v applied:	No
Earthquake magnitude M_w :	7.26	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.63	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	60.00 ft	Fill height:	N/A	Limit depth:	N/A

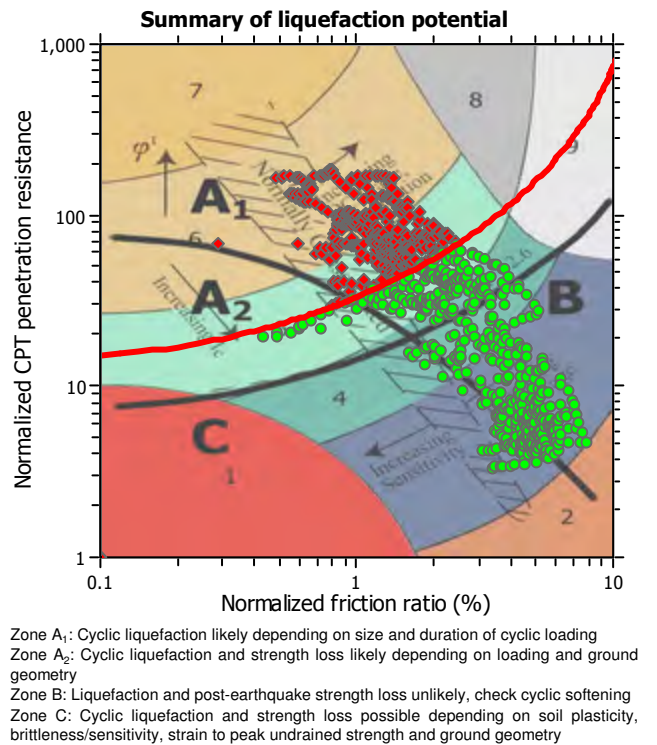
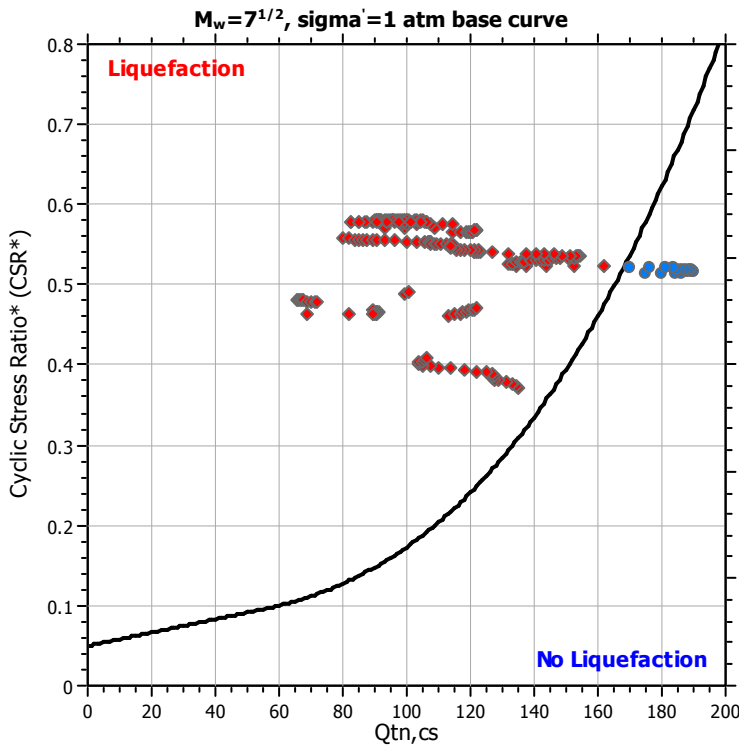
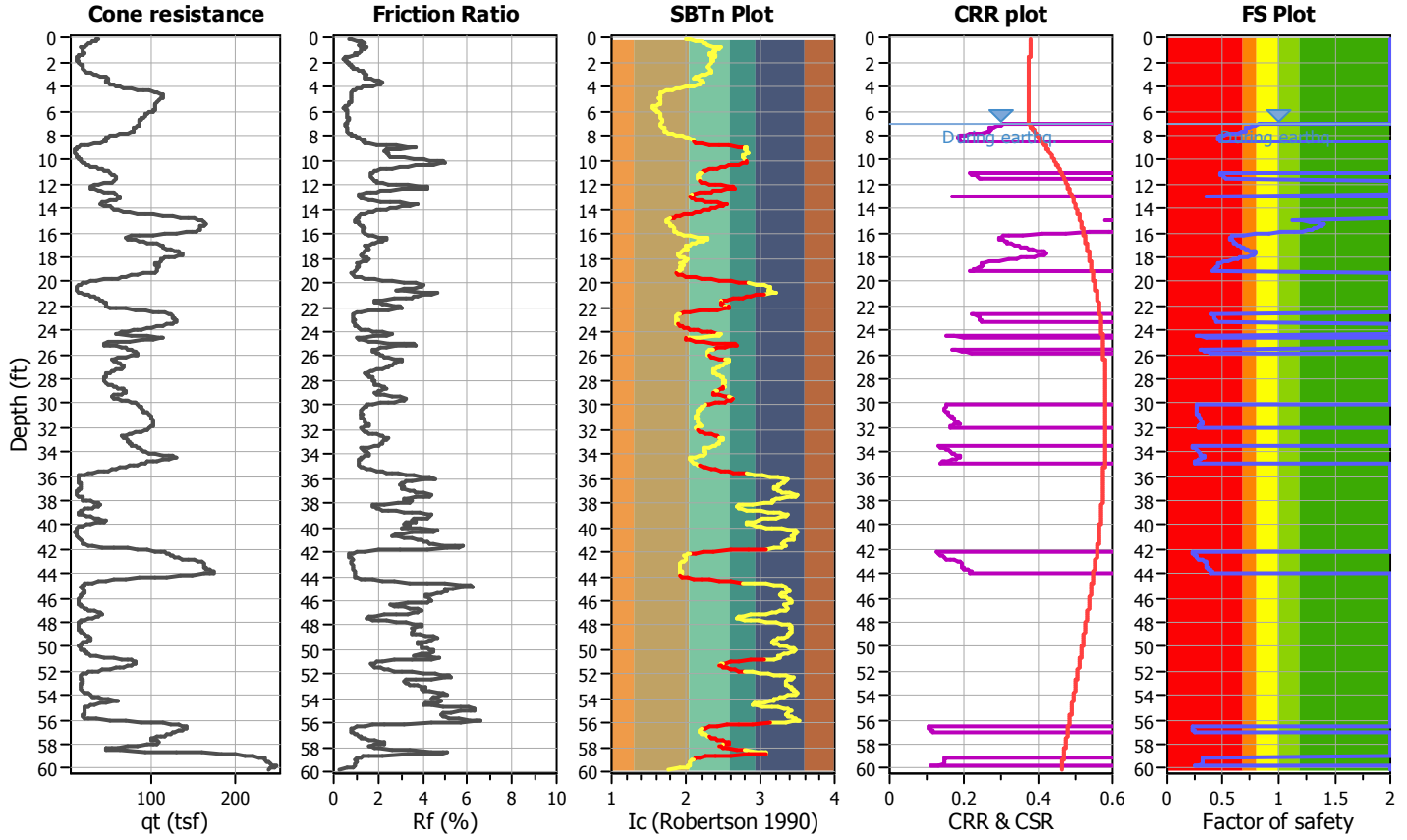
LIQUEFACTION ANALYSIS REPORT

Project title : 19175-02 Dahl Taylor/OCTA GG Bus Base
CPT file : CPT-2

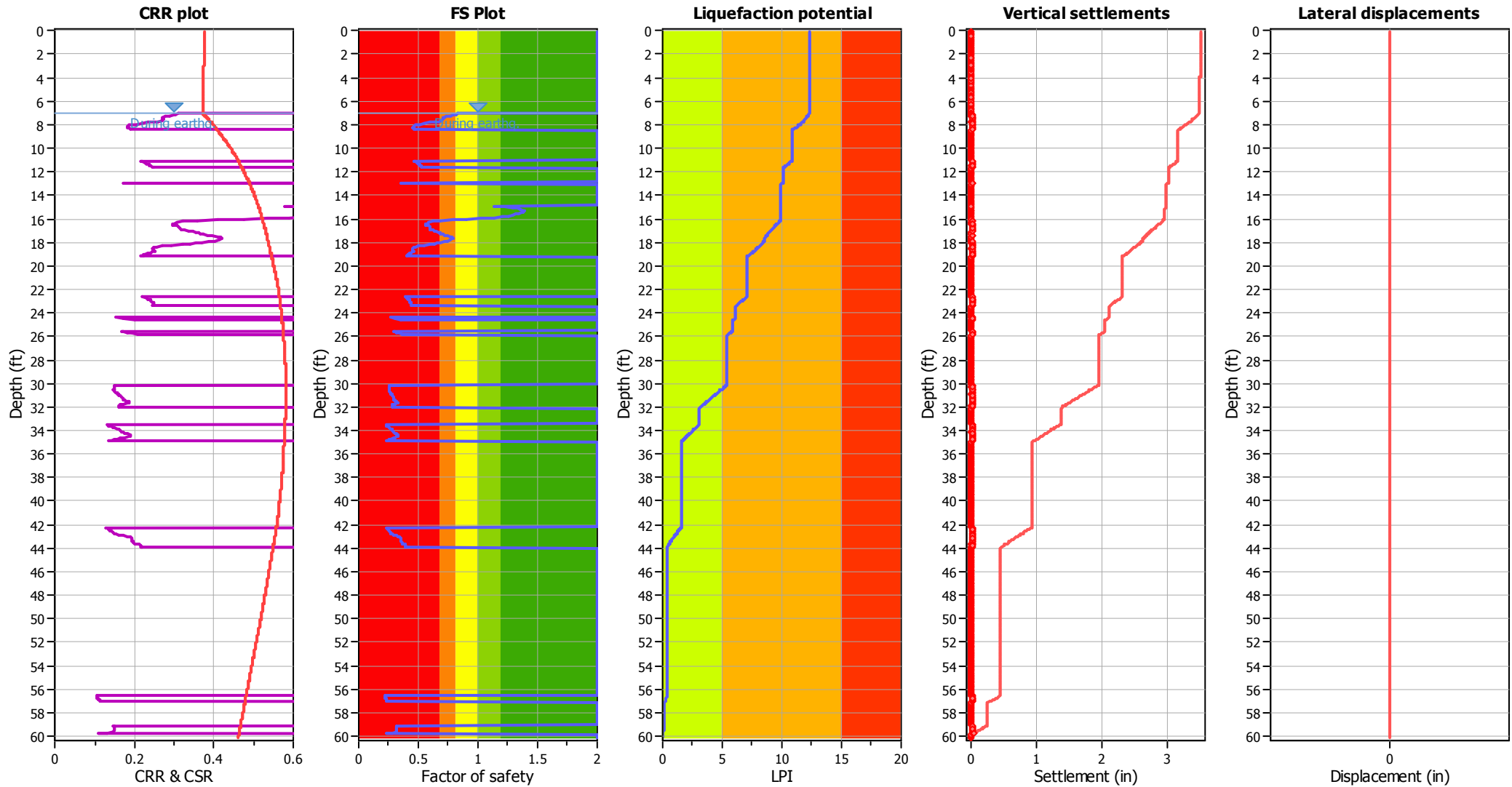
Location : Garden Grove, CA

Input parameters and analysis data

Analysis method:	NCEER (1998)	G.W.T. (in-situ):	60.00 ft	Use fill:	No	Clay like behavior applied:	Sands only
Fines correction method:	NCEER (1998)	G.W.T. (earthq.):	7.00 ft	Fill height:	N/A	Limit depth applied:	No
Points to test:	Based on Ic value	Average results interval:	3	Fill weight:	N/A	Limit depth:	N/A
Earthquake magnitude M_w :	7.26	Ic cut-off value:	2.30	Trans. detect. applied:	Yes	MSF method:	Method based
Peak ground acceleration:	0.63	Unit weight calculation:	Based on SBT	K_0 applied:	No		



Liquefaction analysis overall plots



Input parameters and analysis data

Analysis method:	NCEER (1998)	Depth to water table (earthq.):	7.00 ft	Fill weight:	N/A
Fines correction method:	NCEER (1998)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.30	K_{σ} applied:	No
Earthquake magnitude M_w :	7.26	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.63	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	60.00 ft	Fill height:	N/A	Limit depth:	N/A

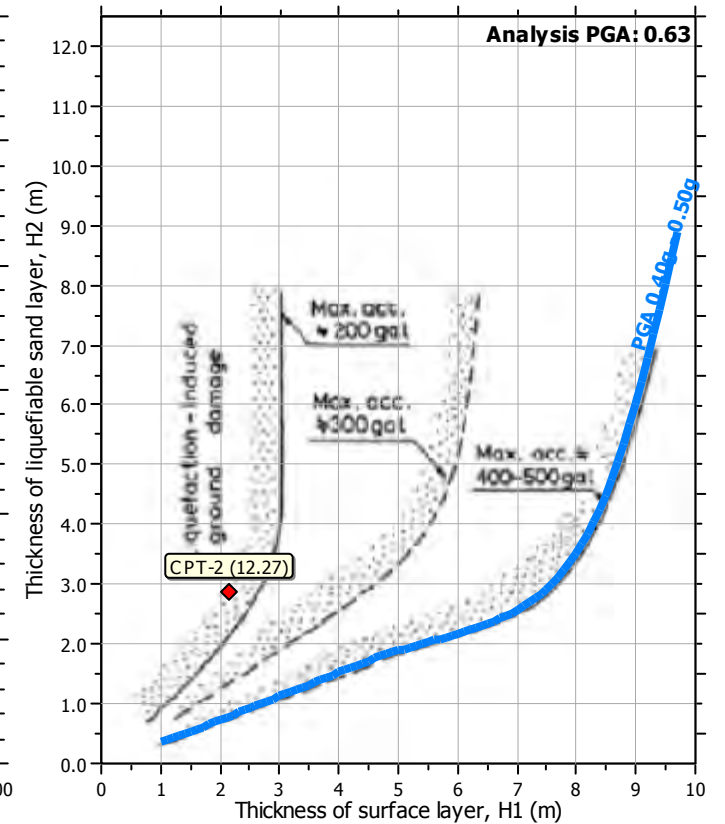
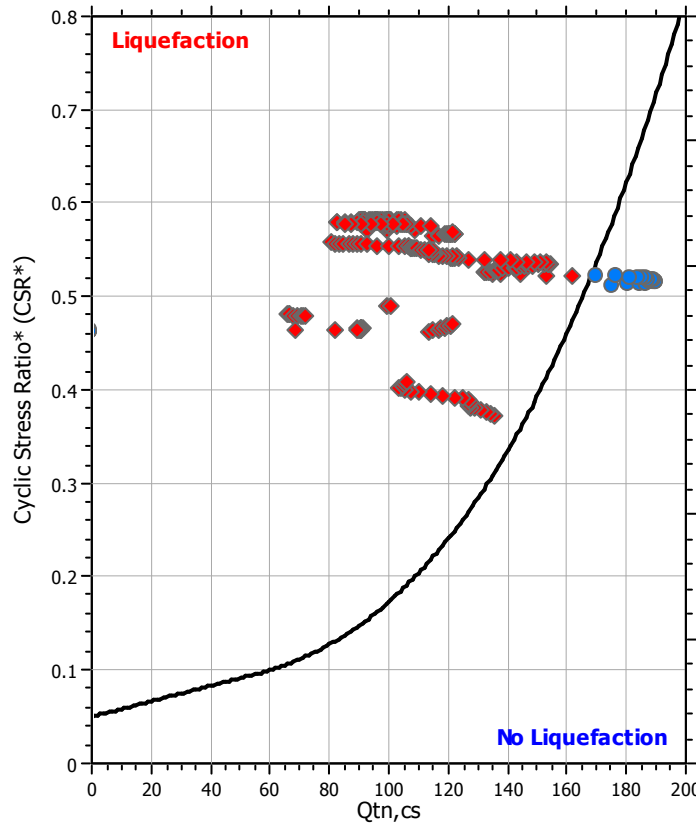
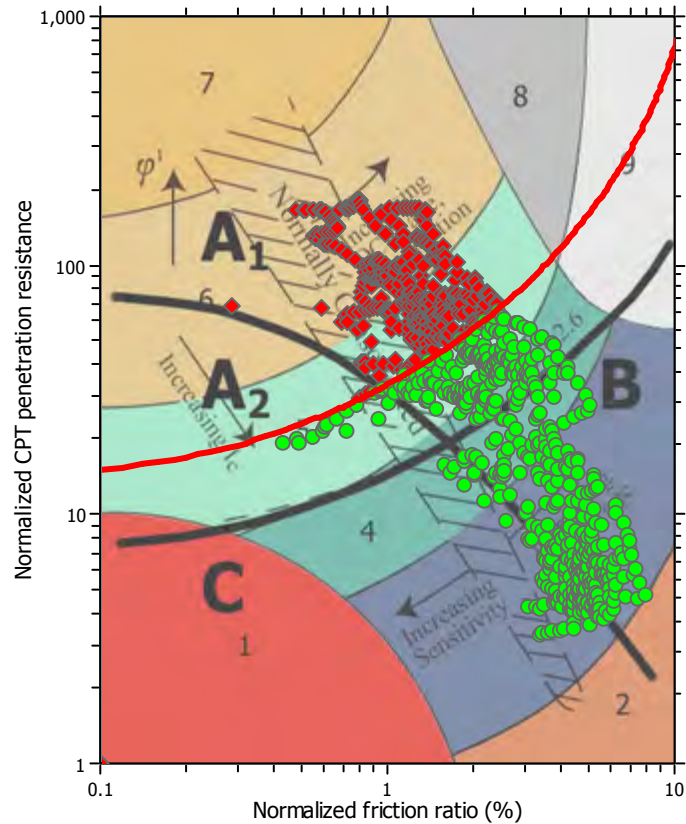
F.S. color scheme

- Almost certain it will liquefy
- Very likely to liquefy
- Liquefaction and no liq. are equally likely
- Unlike to liquefy
- Almost certain it will not liquefy

LPI color scheme

- Very high risk
- High risk
- Low risk

Liquefaction analysis summary plots



Input parameters and analysis data

Analysis method:	NCEER (1998)	Depth to water table (earthq.):	7.00 ft	Fill weight:	N/A
Fines correction method:	NCEER (1998)	Average results interval:	3	Transition detect. applied:	Yes
Points to test:	Based on Ic value	Ic cut-off value:	2.30	K_v applied:	No
Earthquake magnitude M_w :	7.26	Unit weight calculation:	Based on SBT	Clay like behavior applied:	Sands only
Peak ground acceleration:	0.63	Use fill:	No	Limit depth applied:	No
Depth to water table (insitu):	60.00 ft	Fill height:	N/A	Limit depth:	N/A

USGS web services were down for some period of time and as a result this tool wasn't operational, resulting in *timeout* error.
USGS web services are now operational so this tool should work as expected.



Latitude, Longitude: 33.7651, -117.9250



Date	7/15/2024, 5:05:17 PM
Design Code Reference Document	ASCE7-16
Risk Category	II
Site Class	D - Stiff Soil

Type	Value	Description
S _S	1.347	MCE _R ground motion. (for 0.2 second period)
S ₁	0.479	MCE _R ground motion. (for 1.0s period)
S _{MS}	1.347	Site-modified spectral acceleration value
S _{M1}	null -See Section 11.4.8	Site-modified spectral acceleration value
S _{DS}	0.898	Numeric seismic design value at 0.2 second SA
S _{D1}	null -See Section 11.4.8	Numeric seismic design value at 1.0 second SA

Type	Value	Description
SDC	null -See Section 11.4.8	Seismic design category
F _a	1	Site amplification factor at 0.2 second
F _v	null -See Section 11.4.8	Site amplification factor at 1.0 second
PGA	0.573	MCE _G peak ground acceleration
F _{PGA}	1.1	Site amplification factor at PGA
PGA _M	0.631	Site modified peak ground acceleration
T _L	8	Long-period transition period in seconds
SsRT	1.347	Probabilistic risk-targeted ground motion. (0.2 second)
SsUH	1.461	Factored uniform-hazard (2% probability of exceedance in 50 years) spectral acceleration
SsD	1.984	Factored deterministic acceleration value. (0.2 second)
S1RT	0.479	Probabilistic risk-targeted ground motion. (1.0 second)
S1UH	0.52	Factored uniform-hazard (2% probability of exceedance in 50 years) spectral acceleration.
S1D	0.681	Factored deterministic acceleration value. (1.0 second)
PGAd	0.812	Factored deterministic acceleration value. (Peak Ground Acceleration)
PGA _{UH}	0.573	Uniform-hazard (2% probability of exceedance in 50 years) Peak Ground Acceleration
C _{RS}	0.922	Mapped value of the risk coefficient at short periods

Type	Value	Description
C_{R1}	0.921	Mapped value of the risk coefficient at a period of 1 s
C_V	1.369	Vertical coefficient

DISCLAIMER

While the information presented on this website is believed to be correct, SEAOC / OSHPD and its sponsors and contributors assume no responsibility or liability for its accuracy. The material presented in this web application should not be used or relied upon for any specific application without competent examination and verification of its accuracy, suitability and applicability by engineers or other licensed professionals. SEAOC / OSHPD do not intend that the use of this information replace the sound judgment of such competent professionals, having experience and knowledge in the field of practice, nor to substitute for the standard of care required of such professionals in interpreting and applying the results of the seismic data provided by this website. Users of the information from this website assume all liability arising from such use. Use of the output of this website does not imply approval by the governing building code bodies responsible for building code approval and interpretation for the building site described by latitude/longitude location in the search results of this website.

Unified Hazard Tool

Please do not use this tool to obtain ground motion parameter values for the design code reference documents covered by the [U.S. Seismic Design Maps web tools](#) (e.g., the International Building Code and the ASCE 7 or 41 Standard). The values returned by the two applications are not identical.

Please also see the new [USGS Earthquake Hazard Toolbox](#) for access to the most recent NSHMs for the conterminous U.S. and Hawaii.

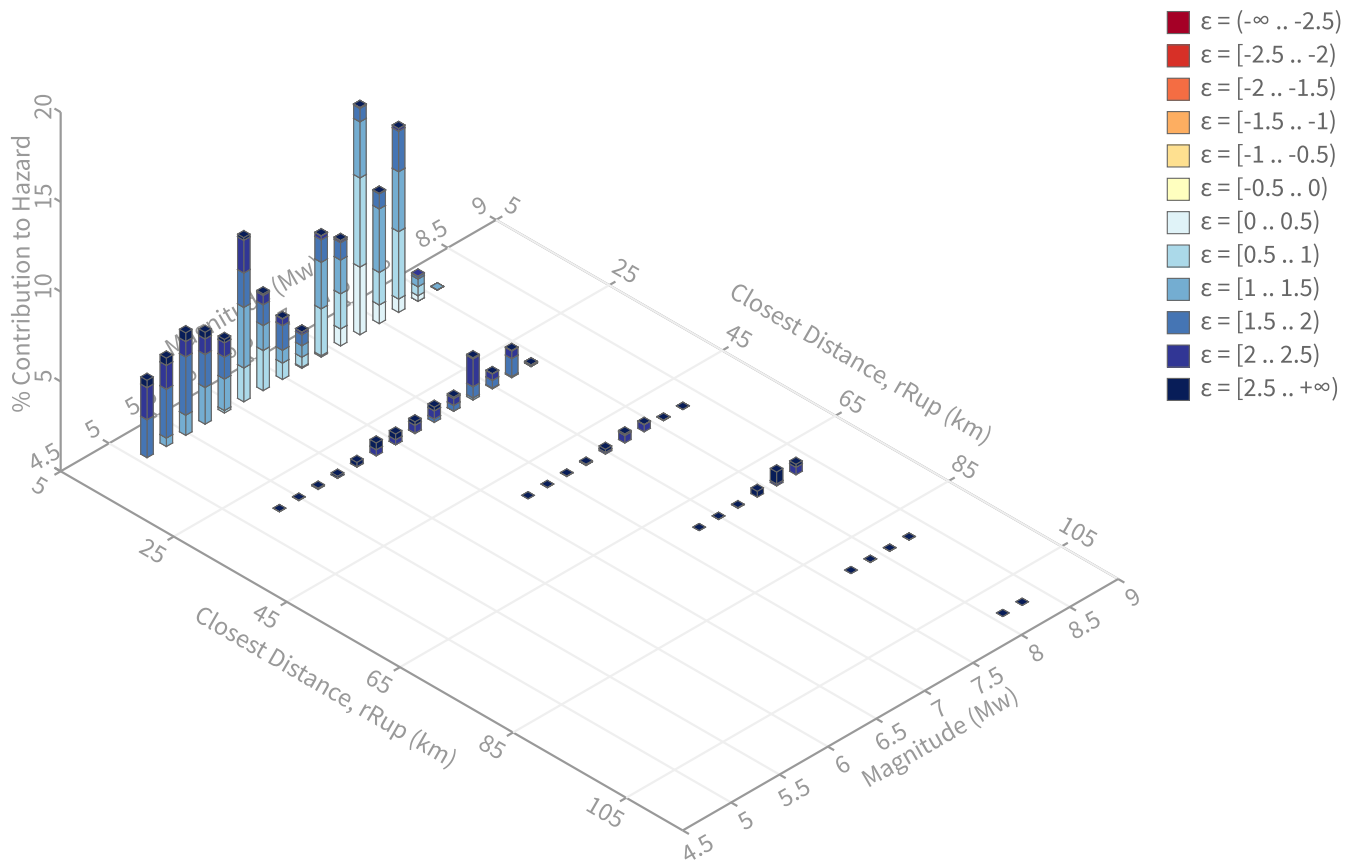
^ Input

Edition	Spectral Period
Dynamic: Conterminous U.S. 2014 (u... ▼	Peak Ground Acceleration ▼
Latitude	Time Horizon
Decimal degrees	Return period in years
33.7651	2475
Longitude	
Decimal degrees, negative values for western longitudes	
-117.925	
Site Class	
259 m/s (Site class D) ▼	

^ Deaggregation

Component

Total v



Summary statistics for, Deaggregation: Total

Deaggregation targets

Return period: 2475 yrs
Exceedance rate: 0.0004040404 yr⁻¹
PGA ground motion: 0.66225019 g

Recovered targets

Return period: 2993.8693 yrs
Exceedance rate: 0.00033401592 yr⁻¹

Totals

Binned: 100 %
Residual: 0 %
Trace: 0.06 %

Mean (over all sources)

m: 6.69
r: 13.28 km
ε₀: 1.41 σ

Mode (largest m-r bin)

m: 7.3
r: 10.68 km
ε₀: 0.79 σ
Contribution: 12.65 %

Mode (largest m-r-ε₀ bin)

m: 7.3
r: 10.33 km
ε₀: 0.69 σ
Contribution: 4.96 %

Discretization

r: min = 0.0, max = 1000.0, Δ = 20.0 km
m: min = 4.4, max = 9.4, Δ = 0.2
ε: min = -3.0, max = 3.0, Δ = 0.5 σ

Epsilon keys

ε0: [-∞ .. -2.5)
ε1: [-2.5 .. -2.0)
ε2: [-2.0 .. -1.5)
ε3: [-1.5 .. -1.0)
ε4: [-1.0 .. -0.5)
ε5: [-0.5 .. 0.0)
ε6: [0.0 .. 0.5)
ε7: [0.5 .. 1.0)
ε8: [1.0 .. 1.5)
ε9: [1.5 .. 2.0)
ε10: [2.0 .. 2.5)
ε11: [2.5 .. +∞]

Deaggregation Contributors

Source Set	Source	Type	r	m	ϵ_0	lon	lat	az	%
UC33brAvg_FM32		System							31.83
	Compton [0]		11.17	7.26	0.64	118.043°W	33.702°N	237.53	6.16
	Anaheim [0]		5.38	6.69	0.72	117.943°W	33.780°N	315.69	3.77
	San Joaquin Hills [0]		10.58	7.21	1.19	117.934°W	33.674°N	184.75	3.58
	Newport-Inglewood alt 2 [1]		11.81	7.49	1.18	118.001°W	33.681°N	216.88	3.41
	Puente Hills (Coyote Hills) [0]		14.80	7.32	1.47	117.922°W	33.893°N	1.03	2.10
	Whittier alt 2 [3]		19.89	7.62	1.64	117.838°W	33.928°N	23.89	1.83
	Peralta Hills [1]		10.66	7.34	1.20	117.885°W	33.854°N	20.43	1.63
	Richfield [1]		14.39	6.46	1.94	117.870°W	33.882°N	21.33	1.39
	Yorba Linda [0]		10.99	7.57	0.65	117.889°W	33.858°N	17.94	1.29
	Palos Verdes [7]		28.25	7.46	2.12	118.179°W	33.624°N	236.39	1.27
UC33brAvg_FM31		System							29.62
	Compton [0]		11.17	7.21	0.65	118.043°W	33.702°N	237.53	5.83
	Newport-Inglewood alt 1 [1]		11.91	7.46	1.19	117.995°W	33.676°N	213.40	3.79
	Anaheim [0]		5.38	6.67	0.73	117.943°W	33.780°N	315.69	3.78
	San Joaquin Hills [0]		10.58	7.55	1.02	117.934°W	33.674°N	184.75	3.06
	Whittier alt 1 [4]		19.95	7.56	1.67	117.833°W	33.927°N	25.13	2.36
	Peralta Hills [1]		10.66	7.01	1.42	117.885°W	33.854°N	20.43	1.73
	Yorba Linda [0]		10.99	7.44	0.65	117.889°W	33.858°N	17.94	1.31
	Palos Verdes [7]		28.25	7.30	2.22	118.179°W	33.624°N	236.39	1.13
UC33brAvg_FM31 (opt)		Grid							19.35
	PointSourceFinite: -117.925, 33.833		8.71	5.72	1.63	117.925°W	33.833°N	0.00	3.52
	PointSourceFinite: -117.925, 33.833		8.71	5.72	1.63	117.925°W	33.833°N	0.00	3.52
	PointSourceFinite: -117.925, 33.806		6.61	5.74	1.32	117.925°W	33.806°N	0.00	3.31
	PointSourceFinite: -117.925, 33.806		6.61	5.74	1.32	117.925°W	33.806°N	0.00	3.31
UC33brAvg_FM32 (opt)		Grid							19.20
	PointSourceFinite: -117.925, 33.833		8.74	5.71	1.64	117.925°W	33.833°N	0.00	3.43
	PointSourceFinite: -117.925, 33.833		8.74	5.71	1.64	117.925°W	33.833°N	0.00	3.43
	PointSourceFinite: -117.925, 33.806		6.62	5.74	1.32	117.925°W	33.806°N	0.00	3.23
	PointSourceFinite: -117.925, 33.806		6.62	5.74	1.32	117.925°W	33.806°N	0.00	3.23

EXHIBIT C: PROPOSED AGREEMENT

1 **PROPOSED AGREEMENT NO. C-4-2683**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5
6 **THIS AGREEMENT** is effective as of this ____ day of _____, 20__
7 (“Effective Date”), by and between the Orange County Transportation Authority, 550 South Main Street,
8 P.O. Box 14184, Orange, CA 92863-1584, a public corporation of the State of California (hereinafter
9 referred to as "AUTHORITY"), and , , , (hereinafter referred to as "DESIGN-BUILDER").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY has determined that it requires the design and construction of a
12 hydrogen fueling station and facility modifications at the Garden Grove Bus Base; and

13 **WHEREAS**, said work cannot be performed by the regular employees of AUTHORITY; and

14 **WHEREAS**, DESIGN-BUILDER has represented that it has the requisite personnel and
15 experience, and is capable of performing such services; and

16 **WHEREAS**, DESIGN-BUILDER wishes to perform these services; and

17 **WHEREAS**, the AUTHORITY’s Board of Directors authorized this Agreement on _____;

18 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and DESIGN-
19 BUILDER as follows:

20 **ARTICLE 1. COMPLETE AGREEMENT**

21 A. This Agreement, including all exhibits and documents incorporated herein and made
22 applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of
23 the agreement between AUTHORITY and DESIGN-BUILDER and it supersedes all prior representations,
24 understandings and communications. The invalidity in whole or in part of any term or condition of this
25 Agreement shall not affect the validity of other terms or conditions.

26 /

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

8 C. AUTHORITY assumes no responsibility for any understanding or representations concerning
9 conditions made by any of its officers, employees or agents prior to the execution of this Agreement,
10 unless such understanding or representations by AUTHORITY are expressly stated in this Agreement.

11 D. Time shall be of the essence hereunder; but DESIGN-BUILDER shall perform work hereunder
12 only to the minimum extent consistent with requirements herein.

13 E. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except
14 when specifically confirmed in writing by an authorized representative of AUTHORITY and issued in
15 accordance with the provisions of this Agreement.

16 **ARTICLE 2. AUTHORITY DESIGNEE**

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

19 **ARTICLE 3. SCOPE OF WORK**

20 A. DESIGN-BUILDER shall provide all labor, equipment, materials and facilities necessary for
21 all work related to at the AUTHORITY's in strict compliance with all the requirements specified herein
22 and in:

23 Exhibit A, entitled "General Provisions";

24 Addendum No's ;

25 Exhibit B, entitled "Scope of Work";

26 Exhibit C, entitled "Preliminary Plans";

1 Exhibit D, entitled "List of Subcontractors";

2 Exhibit E, entitled "Performance Bond";

3 Exhibit F, entitled "Payment Bond";

4 Exhibit G, entitled "Guaranty";

5 Exhibit H, entitled "Safety Specifications" and

6 Exhibit I, entitled "Contract Change Order";

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

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

15 **Names**

Functions

16
17
18
19
20 C. No person named in paragraph B of this Article, or his/her successor approved by
21 AUTHORITY, shall be removed or replaced by DESIGN-BUILDER, nor shall his/her agreed-upon
22 function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY.
23 Should the services of any key person become no longer available to DESIGN-BUILDER, the resume
24 and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon
25 as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent
26 key person, unless DESIGN-BUILDER is not provided with such notice by the departing employee.

1 AUTHORITY shall respond to DESIGN-BUILDER within seven (7) calendar days following receipt of
2 these qualifications concerning acceptance of the candidate for replacement.

3 **ARTICLE 4. DELIVERY / RECOVERY SCHEDULE**

4 A. DESIGN-BUILDER shall fully complete the herein above described work within () calendar
5 days from the effective date of written Notice to Proceed (NTP) issued by AUTHORITY. DESIGN-
6 BUILDER shall give AUTHORITY not less than seventy-two (72) hours advance notice of the start of any
7 work. Within five (5) calendar days after said notice, DESIGN-BUILDER shall provide any construction
8 schedules as may be requested by AUTHORITY.

9 B. If at any time, the critical path schedule reflects -30 or a greater negative number of days of
10 total float, then DESIGN-BUILDER, within ten days after DESIGN-BUILDER first becomes aware of such
11 schedule delay, shall prepare and submit to AUTHORITY for review and approval a Recovery Schedule
12 demonstrating DESIGN-BUILDER's proposed plan to regain lost schedule progress and to achieve the
13 original contractual milestones in accordance with the Contract. AUTHORITY shall notify DESIGN-
14 BUILDER within ten days after receipt of each such Recovery Schedule whether the schedule is deemed
15 accepted or rejected. Within five days after AUTHORITY's rejection of the schedule, DESIGN-BUILDER
16 will resubmit a revised Recovery Schedule incorporating AUTHORITY's comments. When AUTHORITY
17 accepts DESIGN-BUILDER's Recovery Schedule, DESIGN-BUILDER shall, within five days after
18 AUTHORITY's acceptance, incorporate and fully include such schedule into the Project Schedule and
19 deliver it to AUTHORITY.

20 C. All costs incurred by DESIGN-BUILDER in preparing, implementing and achieving the
21 Recovery Schedule shall be borne by DESIGN-BUILDER and shall not result in a change to the contract
22 price.

23 D. In the event that DESIGN-BUILDER fails to provide an acceptable Recovery Schedule within
24 30 days of DESIGN-BUILDER's receipt of a notice to do so, DESIGN-BUILDER shall have no right to
25 receive progress payments until DESIGN-BUILDER has prepared and AUTHORITY has approved such
26 Recovery Schedule.

1 **ARTICLE 5. START OF WORK**

2 DESIGN-BUILDER shall incur no costs, and shall not perform or furnish any work, services,
3 materials or equipment under this Agreement, unless and until a written Notice to Proceed has been
4 given to DESIGN-BUILDER by AUTHORITY. Conditions precedent to AUTHORITY issuing said Notice
5 to Proceed are DESIGN-BUILDER furnishing the Exhibit E "Performance Bond," Exhibit F "Payment
6 Bond," Exhibit G "Guaranty," and certificates of insurance as set forth in Article 10 hereunder. DESIGN-
7 BUILDER shall furnish said documents within ten (10) calendar days after notification of contract award
8 from AUTHORITY. Upon receipt of acceptable bonds, guaranty, and insurance certificates, AUTHORITY
9 will within ten (10) working days thereafter issue the written Notice to Proceed.

10 **ARTICLE 6. PAYMENT**

11 A. For DESIGN-BUILDER's full and complete performance of its obligations under this
12 Agreement, and subject to the maximum cumulative payment obligation provision set forth in Article 7,
13 AUTHORITY shall pay DESIGN-BUILDER the firm fixed sum of ____ Dollars (\$.00).

14 B. Progress payments and the final payment will be made by AUTHORITY to DESIGN-
15 BUILDER in accordance with the terms as set forth in Exhibit A, "General Provisions," under the "Progress
16 Payments" and "Final Payment and Claims" sections therein. The acceptance by DESIGN-BUILDER of
17 AUTHORITY's final payment hereunder shall constitute a waiver of all claims against AUTHORITY under
18 or arising out of this herein Agreement, as such may from time to time be amended.

19 C. Failure by AUTHORITY to pay amount in dispute shall not alleviate, diminish or modify in any
20 respect the DESIGN-BUILDER's obligation to achieve final acceptance of and all work in accordance
21 with the contract documents, and DESIGN-BUILDER shall not cease or slow down its performance under
22 this Agreement on account of any such amount in dispute. DESIGN-BUILDER shall proceed as directed
23 by AUTHORITY pending resolution of dispute. Upon resolution of dispute, each party shall promptly pay
24 any amount owing.

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ARTICLE 7. MAXIMUM OBLIGATION

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

ARTICLE 8. 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 DESIGN-BUILDER:		To AUTHORITY:	
		Orange County Transportation Authority	
		550 South Main Street	
		P.O. Box 14184	
		Orange, CA 92863-1584	
ATTENTION:		ATTENTION:	Megan Bornman
Title:		Title:	Senior Contract Administrator
Phone:		Phone:	(714) 560 - 5064
Email:		Email:	mbornman@octa.net
		Cc: Eric Torres, Project Manager	
		Phone: (714) 560 – 5345	
		Email: etorres1@octa.net	

ARTICLE 9. INDEPENDENT CONTRACTOR

A. DESIGN-BUILDER's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. DESIGN-BUILDER's personnel performing services under this Agreement

1 shall at all times be under DESIGN-BUILDER's exclusive direction and control and shall be employees
2 of DESIGN-BUILDER and not employees of AUTHORITY. DESIGN-BUILDER shall pay all wages,
3 salaries and other amounts due its employees in connection with this Agreement and shall be responsible
4 for all reports and obligations respecting them, such as social security, income tax withholding,
5 unemployment compensation, workers' compensation and similar matters.

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

10 **ARTICLE 10. INSURANCE**

11 A. DESIGN-BUILDER shall procure and continuously maintain in full force and effect through
12 contract completion, insurance coverages specified herein. Coverages shall not be subject to self-
13 insurance provisions. DESIGN-BUILDER shall provide the following insurance coverage:

14 B. Commercial General Liability, to include Products/Completed Operations, Independent
15 Contractors', Contractual Liability, and Personal Injury, and Property Damage with a minimum limit of
16 \$1,000,000 per occurrence and \$2,000,000 general aggregate.

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

19 D. Workers' Compensation with limits as required by the State of California, including waiver of
20 subrogation, in favor of AUTHORITY, its officers, directors, employees and agents.

21 E. Builders All Risk policy or course of construction including earthquake and flood coverage
22 with minimum limits of \$(project amount);

23 F. Employers' Liability with minimum limits of \$1,000,000;

24 G. Professional Liability with minimum limits of \$2,000,000 per occurrence and \$4,000,000
25 general aggregate;

26 /

1 H. Pollution Liability with minimum limits of \$2,000,000 per occurrence and \$4,000,000 general
2 aggregate;

3 I. Prior to commencement of any work hereof, DESIGN-BUILDER shall furnish to
4 AUTHORITY's Contract Administrator broker-issued insurance certificate showing the required insurance
5 coverages and further providing that:

6 1. AUTHORITY, its officers, directors, employees and agents must be named as
7 additional insured on Commercial General Liability and Automobile Liability policy with respect to
8 performance hereunder; and

9 2. The coverage shall be primary and noncontributory as to any other insurance with
10 respect to performance hereunder; and

11 J. Thirty (30) days prior written notice of cancellation or material change be given to
12 AUTHORITY.

13 K. In addition, DESIGN-BUILDER shall provide insurance policy blanket endorsement.

14 L. "Occurrence," as used herein, means any event or related exposure to conditions, which
15 result in bodily injury or property damage.

16 M. DESIGN-BUILDER shall submit required insurance certificates to AUTHORITY's insurance
17 tracking contractor, InsureTrack. DESIGN-BUILDER shall respond directly to InsurTrack's request for
18 updated insurance certificates and other insurance-related matters by email to octa@instracking.com

19 N. DESGIN-BUILDER shall include on the face of the certificate of insurance, the following
20 information:

21 1. The Agreement Number C-4-2683 and, the Contract Administrator's Name, Megan
22 Bornman.

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

25 O. Upon AUTHORITY's request, certified, true and exact copies of each of the insurance policies
26 shall be provided to AUTHORITY.

1 P. AUTHORITY shall notify DESIGN-BUILDER in writing of any changes in the requirements to
2 insurance required to be provided by DESIGN-BUILDER. Except as set forth in this Article, any additional
3 cost from such change shall be paid by AUTHORITY and any reduction in cost shall reduce the contract
4 price pursuant to a change order.

5 Q. DESIGN-BUILDER shall also include in each subcontract the stipulation that subcontractors
6 shall maintain coverage in the amounts required as provided in this Agreement.

7 R. DESIGN-BUILDER shall be required to immediately notify AUTHORITY of any modifications
8 or cancellation of any required insurance policies.

9 **ARTICLE 11. BONDS**

10 A. By submitting Exhibit E, entitled "Performance Bond," and Exhibit F, entitled "Payment Bond,"
11 DESIGN-BUILDER shall satisfy AUTHORITY's requirements that DESIGN-BUILDER deposit with
12 AUTHORITY bonds with values in the sum of 100 percent of this Agreement's price to cover DESIGN-
13 BUILDER's failure to fully perform hereunder and DESIGN-BUILDER's failure to pay its labor, material or
14 failure to comply with Article 33 of this Agreement, in performing hereunder. If the contract price is
15 increased in connection with a Change Order, the AUTHORITY may, in its sole discretion, require a
16 corresponding increase in the amount of the Performance and Payment bonds or new bonds covering
17 the Change Order work.

18 B. DESIGN-BUILDER's parent companies are the guarantors of the DESIGN-BUILDER's
19 obligations under this Agreement. The guarantees provided by such Guarantors, in the form attached as
20 Exhibit G, assure performance of the DESIGN-BUILDER's obligations under this Agreement and shall
21 be maintained in full force and effect throughout the duration of the Agreement.

22 C. Notwithstanding any other provision set forth in this Agreement, performance by a Surety or
23 Guarantor of any obligations of DESIGN-BUILDER shall not relieve DESIGN-BUILDER of any of its
24 obligations thereunder.

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1 **ARTICLE 12. ORDER OF PRECEDENCE**

2 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
3 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP4-2683; (3) DESIGN-
4 BUILDER's technical proposal dated , DESIGN-BUILDER's price proposal dated , and (4) all other
5 documents, if any, cited herein or incorporated by reference.

6 **ARTICLE 13. CHANGES**

7 A. By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
8 make any change in the general scope of this Agreement, including, but not limited to, changes in the
9 drawings, specifications, schedules (either deceleratory or acceleratory) or any other particular of the
10 specifications or provisions of this Agreement. If any such work suspension or change causes an
11 increase or decrease in the price or time required for performance, DESIGN-BUILDER shall promptly
12 notify AUTHORITY thereof and assert its claim for adjustment within ten (10) calendar days after the
13 change or work suspension is ordered, and an equitable adjustment shall be negotiated. However,
14 nothing in this clause shall excuse DESIGN-BUILDER from proceeding immediately with the Agreement
15 as changed. Changes will be made in accordance with the terms as set forth in Exhibit A, "General
16 Provisions," paragraph F, Extra Work and Changes, by written Change Order.

17 B. No claims by DESIGN-BUILDER for equitable adjustment hereunder shall be allowed if
18 asserted after final payment under this Agreement.

19 C. Any work done beyond the technical provisions specified in this Agreement, or any extra work
20 done without AUTHORITY's written authority, will be considered unauthorized work and will not be paid
21 for. Upon order of AUTHORITY's Engineer or its designee, unauthorized work shall be remedied,
22 removed or replaced at DESIGN-BUILDER's expense.

23 **ARTICLE 14. MODIFICATION PROPOSALS-PRICE BREAKDOWN**

24 DESIGN-BUILDER, in connection with any proposal it makes for an agreement modification, shall
25 furnish a price breakdown, itemized as required by AUTHORITY. Unless otherwise directed, the
26 breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract

1 and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such
2 work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a
3 similar price breakdown. In addition, if the proposal includes a time extension, a justification therefore
4 shall also be furnished. The proposal, together with the price breakdown and time extension justification,
5 shall be furnished by the date specified by AUTHORITY.

6 **ARTICLE 15. DISPUTES**

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

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

18 **ARTICLE 16. TERMINATION FOR CONVENIENCE**

19 A. AUTHORITY may terminate this Agreement for its convenience at any time in whole or in
20 part, by giving DESIGN-BUILDER written notice thereof. AUTHORITY shall terminate by delivering to
21 DESIGN-BUILDER a written Notice of Termination for Convenience specifying the extent of termination
22 and its effective date. Upon termination, AUTHORITY shall pay DESIGN-BUILDER its allowable costs
23 incurred to date of that portion terminated. The rights, duties and obligations of the parties shall be
24 construed in accordance with the applicable provisions of CFR Title 48, Chapter 1, Part 49, of the Federal
25 Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination
26 for convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall

1 be given to DESIGN-BUILDER in accordance with the provisions of the FAR referenced above and Article
2 8, herein. Upon receipt of said notification, DESIGN-BUILDER shall immediately proceed with all
3 obligations, regardless of any delay in determining or adjusting any amounts due under this Article, and
4 agrees to comply with all applicable provisions of the FAR pertaining to termination for convenience.

5 **ARTICLE 17. TERMINATION FOR DEFAULT-DAMAGES FOR DELAY-TIME EXTENSIONS**

6 A. If DESIGN-BUILDER refuses or fails to prosecute the work, or any separable part thereof,
7 with such diligence as will ensure its completion within the time specified in this Agreement, or any
8 extension thereof, or fails to complete said work within such time, AUTHORITY may, by written notice to
9 DESIGN-BUILDER, terminate DESIGN-BUILDER's right to proceed with the work or such part of the
10 work as to which there has been delay. In such event, AUTHORITY may take over the work and
11 prosecute the same to completion, by Agreement or otherwise, and may take possession of and utilize
12 in completing the work such materials, appliances and plant as may be on the site of the work and
13 necessary therefore. Whether or not DESIGN-BUILDER's right to proceed with the work is terminated, it
14 and its sureties shall be liable for any damage to AUTHORITY resulting from its refusal or failure to
15 complete the work within the specified time.

16 B. If AUTHORITY so terminates DESIGN-BUILDER's right to proceed, the resulting damage will
17 consist of such liquidated damages as set forth in the Article 31 in this Agreement entitled "Liquidated
18 Damages," until such reasonable time as may be required for final completion of the work together with
19 any increased costs occasioned AUTHORITY in completing the work. If AUTHORITY does not so
20 terminate DESIGN-BUILDER's right to proceed, the resulting damage will consist of such liquidated
21 damages until the work is completed or accepted.

22 C. DESIGN-BUILDER's right to proceed shall not be so terminated nor the DESIGN-BUILDER
23 charged with resulting damage if:

24 1. The delay in completing the work arises from unforeseeable causes beyond the
25 control and without the fault or negligence of DESIGN-BUILDER, including but not restricted to, acts of
26 God, acts of the public enemy, acts or omissions of AUTHORITY, acts of another DESIGN-BUILDER in

1 the performance of an Agreement with AUTHORITY, fires, floods, epidemics, quarantine restrictions,
2 freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from
3 unforeseeable causes beyond the control and without the fault or negligence of both DESIGN-BUILDER
4 and such subcontractors or suppliers; and

5 2. DESIGN-BUILDER, within ten (10) calendar days from the beginning of any such
6 delay, notifies AUTHORITY in writing of the causes of delay. AUTHORITY shall ascertain the facts and
7 the extent of the delay and extend the time for completing the work when, in its judgment, the findings of
8 fact justify such an extension, and its findings of fact shall be final and conclusive on the parties, subject
9 only to appeal as provided in the "Disputes" clause of this Agreement. Any such time extensions will not
10 become effective until approved by AUTHORITY's Engineer in writing. AUTHORITY's Engineer will
11 furnish DESIGN-BUILDER a weekly statement showing the number of calendar days charged to the
12 Agreement for the preceding week, the number of calendar days of time extensions being considered or
13 approved, the number of calendar days originally specified for the completion of this Agreement and the
14 number of calendar days remaining to complete this Agreement, and the extended date for completion
15 thereof.

16 3. Should at any time extensions be included by AUTHORITY's Engineer on the Weekly
17 Statement of Contract Calendar Days, a change order covering the sum total of the time extensions will
18 be issued to DESIGN-BUILDER at periodic intervals during the project.

19 D. If, after notice of termination of DESIGN-BUILDER's right to proceed under the provisions of
20 this clause, it is determined for any reason that DESIGN-BUILDER was not in default under the provisions
21 of this clause, or that the delay was excusable under the provisions of this clause, the rights and
22 obligations of the parties shall be the same as if the notice of termination had been issued pursuant to
23 Article 16, entitled "Termination for Convenience."

24 E. The rights and remedies of AUTHORITY provided in this clause are in addition to any other
25 rights and remedies provided by law or under this Agreement.

26 /

1 F. As used in paragraph C.1 of this Article, the term "subcontractors or suppliers," means
2 subcontractors or suppliers at any tier.

3 **ARTICLE 18. INDEMNIFICATION**

4 A. DESIGN-BUILDER shall indemnify, defend and hold harmless AUTHORITY, its
5 officers, directors, employees and agents (indemnities) from and against any and all claims (including
6 attorneys' fees and reasonable expenses for litigation or settlement) for any loss or
7 damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent
8 acts, omissions or willful misconduct by DESIGN-BUILDER, its officers,
9 directors, employees, agents, subconsultants or suppliers in connection with or arising out of the
10 performance of this Agreement.

11 B. DESIGN-BUILDER shall indemnify, defend, and hold harmless AUTHORITY, its officers,
12 directors, employees and agents from and against any and all claims (including attorneys' fees and
13 reasonable expenses for litigation or settlement) for any loss, costs, penalties, fines, damages, bodily
14 injuries, including death, damage to or loss of use of property, arising out of, resulting from, or in
15 connection with the performance of DESIGN-BUILDER, its officers, directors, employees, agents,
16 subcontractors or suppliers under the Agreement. Notwithstanding the foregoing, such obligation to
17 defend, hold harmless, and indemnify AUTHORITY, its officers, directors, employees and agents shall
18 not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of
19 AUTHORITY.

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

23 **ARTICLE 19. ASSIGNMENTS AND SUBCONTRACTS**

24 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
25 DESIGN-BUILDER either voluntarily or by operation of law, nor may all or any part of this Agreement be
26 subcontracted by DESIGN-BUILDER, without the prior written consent of AUTHORITY. Consent by

1 AUTHORITY shall not be deemed to relieve DESIGN-BUILDER of its obligations to comply fully with all
2 terms and conditions of this Agreement.

3 B. DESIGN-BUILDER shall be fully responsible to AUTHORITY for all acts and omissions of its
4 own employees, and of subcontractors and their employees. DESIGN-BUILDER shall coordinate the
5 work performed by subcontractor.

6 C. AUTHORITY shall have the right, but not the obligation, to review the form of subcontract
7 used by DESIGN-BUILDER for the project and to require modifications thereto to conform to the
8 requirements set forth herein.

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

<u>Subcontractor Name/Address</u>	<u>Subcontractor Amounts</u>

19 **ARTICLE 20. AUDIT AND INSPECTION OF RECORDS**

20 DESIGN-BUILDER shall provide AUTHORITY, or other agents of the AUTHORITY, such access
21 to DESIGN-BUILDER's accounting books, records, payroll documents and facilities of the DESIGN-
22 BUILDER which are directly pertinent to this Agreement for the purposes of examining, auditing and
23 inspecting all accounting books, records, work data, documents and activities related hereto. DESIGN-
24 BUILDER shall maintain such books, records, data and documents in accordance with generally
25 accepted accounting principles and shall clearly identify and make such items readily accessible to such
26 parties during DESIGN-BUILDER's performance hereunder and for a period of four (4) years from the

1 date of final payment by AUTHORITY, except in the event of litigation or settlement of claims arising from
2 the performance of this Agreement, in which case DESIGN-BUILDER agrees to maintain same until
3 AUTHORITY, or any of their duly authorized representatives, have disposed of all such litigation, appeals,
4 claims or exceptions related thereto. AUTHORITY's right to audit books and records directly related to
5 this Agreement shall also extend to all first-tier subcontractors. DESIGN-BUILDER shall permit any of
6 the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and
7 transcriptions as reasonably necessary.

8 **ARTICLE 21. FEDERAL, STATE AND LOCAL LAWS**

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

12 **ARTICLE 22. EQUAL EMPLOYMENT OPPORTUNITY**

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

20 **ARTICLE 23. PRIVACY ACT**

21 DESIGN-BUILDER shall comply with, and assures the compliance of its employees with, the
22 information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a.
23 Among other things, DESIGN-BUILDER agrees to obtain the express consent of the Federal Government
24 before DESIGN-BUILDER or its employees operate a system of records on behalf of the Federal
25 Government. DESIGN-BUILDER understands the requirements of the Privacy Act, including the civil and
26 criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply

1 with the terms of the Privacy Act may result in termination of the underlying Agreement.

2 **ARTICLE 24. PROHIBITED INTERESTS**

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

6 **ARTICLE 25. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

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

22 C. No copies, sketches, computer graphics or graphs, including graphic art work, are to be
23 released by DESIGN-BUILDER to any other person or agency except after prior written approval by
24 AUTHORITY, except as necessary for the performance of services under this Agreement. All press
25 releases, including graphic display information to be published in newspapers, magazines, etc., are to be
26 handled only by AUTHORITY unless otherwise agreed to by DESIGN-BUILDER and AUTHORITY.

1 **ARTICLE 26. PATENT AND COPYRIGHT INFRINGEMENT**

2 A. In lieu of any other warranty by AUTHORITY or DESIGN-BUILDER against patent or
3 copyright infringement, statutory or otherwise, it is agreed that DESIGN-BUILDER shall defend at its
4 expense any claim or suit against AUTHORITY on account of any allegation that any item furnished under
5 this Agreement or the normal use or sale thereof arising out of the performance of this Agreement,
6 infringes upon any presently existing U.S. letters patent or copyright and DESIGN-BUILDER shall pay all
7 costs and damages finally awarded in any such suit or claim, provided that DESIGN-BUILDER is promptly
8 notified in writing of the suit or claim and given authority, information and assistance at DESIGN-
9 BUILDER's expense for the defense of same. However, DESIGN-BUILDER will not indemnify
10 AUTHORITY if the suit or claim results from: (1) AUTHORITY's alteration of a deliverable, such that said
11 deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2)
12 the use of a deliverable in combination with other material not provided by DESIGN-BUILDER when such
13 use in combination infringes upon an existing U.S. letters patent or copyright.

14 B. DESIGN-BUILDER shall have sole control of the defense of any such claim or suit and all
15 negotiations for settlement thereof. DESIGN-BUILDER shall not be obligated to indemnify AUTHORITY
16 under any settlement made without DESIGN-BUILDER's consent or in the event AUTHORITY fails to
17 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at
18 DESIGN-BUILDER's expense. If the use or sale of said item is enjoined as a result of such suit or claim,
19 DESIGN-BUILDER, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell
20 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
21 copyright indemnity thereto.

22 **ARTICLE 27. REQUIREMENTS FOR REGISTRATION OF DESIGNERS**

23 All design and engineering work furnished by DESIGN-BUILDER shall be performed by or under
24 the supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in
25 the State of California, by personnel who are careful, skilled, experienced and competent in their
26 respective trades or professions, who are professionally qualified to perform the work in accordance with

1 the contract documents and who shall assume professional responsibility for the accuracy and
2 completeness of the design documents and construction documents prepared or checked by them.

3 **ARTICLE 28. FINISHED AND PRELIMINARY DATA**

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

12 B. It is expressly understood that any title to preliminary technical data is not passed to
13 AUTHORITY but is retained by DESIGN-BUILDER. Preliminary data includes roughs, visualizations,
14 software design documents, layouts and comprehensives prepared by DESIGN-BUILDER solely for the
15 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given
16 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
17 AUTHORITY if DESIGN-BUILDER causes AUTHORITY to exercise ARTICLE 13, and a price shall be
18 negotiated for all preliminary data.

19 **ARTICLE 29. CONVICT LABOR**

20 In connection with the performance of work under this Agreement, DESIGN-BUILDER agrees
21 not to employ any person undergoing sentence of imprisonment at hard labor. This does not include
22 convicts who are on parole or probation.

23 **ARTICLE 30. NOTICE OF LABOR DISPUTE**

24 Whenever DESIGN-BUILDER has knowledge that any actual or potential labor dispute may delay
25 its performance under this Agreement, DESIGN-BUILDER shall immediately notify and submit all
26 relevant information to AUTHORITY. DESIGN-BUILDER shall insert the substance of this entire clause

1 in any subcontract hereunder as to which a labor dispute may delay performance under this Agreement.
2 However, any subcontractor need give notice and information only to its next higher-tier subcontractor.

3 **ARTICLE 31. LIQUIDATED DAMAGES**

4 If DESIGN-BUILDER fails to complete the work within the time specified in Article 4 of this
5 Agreement, or any AUTHORITY authorized extension thereof, the actual damage to AUTHORITY for the
6 delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, DESIGN-BUILDER
7 shall pay to AUTHORITY as fixed, agreed-to liquidated damages for each calendar day of delay the sum
8 of Six Hundred Dollars (\$600.00). Alternatively, AUTHORITY may terminate this Agreement in whole or
9 in part as provided in Article 16 of this Agreement, and in that event, DESIGN-BUILDER shall be liable,
10 in addition to the excess costs provided in Article 16 of this Agreement, for such liquidated damages
11 accruing until such time as AUTHORITY may reasonably obtain delivery or performance of similar
12 supplies or services from a different source. DESIGN-BUILDER shall not be charged with liquidated
13 damages when the delay is determined to be excusable in accordance with Article 45 hereunder.
14 AUTHORITY shall ascertain the facts and extent of the delay and shall extend the time for performance
15 of the Agreement when in its judgment, the findings of fact justify an extension.

16 **ARTICLE 32. WARRANTY**

17 A. In addition to any other warranties set forth in this Agreement, whether expressed or implied,
18 DESIGN-BUILDER warrants that (1) all work performed and all equipment and material provided under
19 this Agreement by DESIGN-BUILDER or any of its subcontractors or suppliers at any tier, conforms to
20 the requirements herein and is free of any defects; (2) equipment furnished by DESIGN-BUILDER or any
21 of its subcontractors or suppliers at any tier, shall be of modern design, in good working condition and fit
22 for use of its intended purpose; and (3) all work shall meet all of the requirements of this Agreement.
23 Such warranty shall continue for a period of one (1) year from AUTHORITY's acceptance as shown in
24 Article 34 hereunder. Under this warranty, DESIGN-BUILDER shall remedy at its own expense any such
25 failure to conform or correct any such defect. In addition, DESIGN-BUILDER shall remedy at its own
26 expense any damage to AUTHORITY owned or controlled real or personal property, when that damage

1 is the result of DESIGN-BUILDER's failure to conform to Agreement requirements or any such defect of
2 equipment, material, workmanship or design. DESIGN-BUILDER shall also restore any work damaged
3 in fulfilling the terms of this clause. DESIGN-BUILDER's warranty with respect to work repaired or
4 replaced hereunder will run for one year from the date of such repair or replacement.

5 B. AUTHORITY shall notify DESIGN-BUILDER in writing within a reasonable time after the
6 discovery of any failure, defect or damage. DESIGN-BUILDER has seven days from receipt of notice
7 from AUTHORITY to respond to AUTHORITY's notification and indicate how DESIGN-BUILDER will
8 remedy the failure, defect, or damage. If AUTHORITY is not satisfied with the remedy proposed by
9 DESIGN-BUILDER, DESIGN-BUILDER and AUTHORITY shall meet and mutually agree when and how
10 DESIGN-BUILDER shall remedy such violation. In the case of an emergency requiring immediate
11 corrective action, DESIGN-BUILDER shall implement such action, as it deems necessary and shall notify
12 AUTHORITY in writing of the urgency of a decision and action taken. DESIGN-BUILDER and
13 AUTHORITY shall, then promptly meet in order to agree on a remedy. If DESIGN-BUILDER and
14 AUTHORITY fail to agree on the remedy within a five-day period, AUTHORITY, after notice to DESIGN-
15 BUILDER, shall have the right to perform or have performed by third parties the necessary remedy, and
16 the costs thereof shall be borne by DESIGN-BUILDER.

17 C. Should DESIGN-BUILDER fail to remedy any failure, defect or damage described in
18 paragraph A above within a reasonable time after receipt of notice thereof, AUTHORITY shall have the
19 right to replace, repair or otherwise remedy such failure, defect or damage at DESIGN-BUILDER's
20 expense and DESIGN-BUILDER shall be liable for all damages, including, but not limited to, actual or
21 consequential damages and cost of any suit to enforce AUTHORITY's rights hereunder, including
22 reasonable attorney's fees.

23 D. In addition to the other rights and remedies provided by this clause, all subcontractors,
24 manufacturers, and suppliers' warranties, expressed or implied, respecting any work and materials
25 furnished hereunder, shall, at the direction of AUTHORITY, be enforced by DESIGN-BUILDER for the
26 benefit of AUTHORITY. In such case if DESIGN-BUILDER's warranty under paragraph A above has

1 expired, any suit directed by AUTHORITY shall be at the expense of AUTHORITY. DESIGN-BUILDER
2 shall obtain any warranties, which the subcontractors, manufacturers or suppliers would give in normal
3 commercial practice and shall cause all subcontractor or supplier warranties to be extend to AUTHORITY.

4 E. If directed by AUTHORITY, DESIGN-BUILDER shall require any such warranties to be
5 executed in writing to AUTHORITY.

6 F. Notwithstanding any other provision of this clause, unless such a defect is caused by the
7 negligence of DESIGN-BUILDER or its subcontractors or suppliers at any tier, DESIGN-BUILDER shall
8 not be liable for the repair of any defects of material or design furnished by AUTHORITY nor for the repair
9 of any damage which results from any such defect in AUTHORITY furnished material or design.

10 G. The warranty specified herein shall not limit AUTHORITY's rights under the Inspection and
11 Acceptance clause of this Agreement with respect to latent defects, gross mistakes or fraud.

12 H. Defects in design or manufacture of equipment specified by AUTHORITY on a "brand name
13 and model" basis shall not be included in this warranty. DESIGN-BUILDER shall require any
14 subcontractors, manufacturers or suppliers thereof to execute their warranties in writing directly to
15 AUTHORITY.

16 I. Any disagreement between AUTHORITY and DESIGN-BUILDER relating to this section shall
17 be subject to dispute resolution in accordance with Article 15.

18 **ARTICLE 33. GENERAL WAGE RATES**

19 A. DESIGN-BUILDER warrants that all mechanics, laborers, journeypersons, workpersons,
20 craftspersons or apprentices employed by DESIGN-BUILDER or subcontractor at any tier for any work
21 hereunder, shall be paid unconditionally and not less often than once a week and without any subsequent
22 deduction or rebate on any account (except such payroll deductions as are permitted or required by
23 federal, state or local law, regulation or ordinance), the full amounts due at the time of payment, computed
24 at a wage rate and per diem rate not less than the aggregate of the highest of the two basic hourly rates
25 and rates of payments, contributions or costs for any fringe benefits contained in the current general
26 prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial

1 Relations of the State of California, (as set forth in the Labor Code of the State of California, commencing
2 at Section 1770 et. seq.), or as established by the Secretary of Labor (as set forth in Davis-Bacon Act, 40
3 U.S.C. 267a, et. seq.), regardless of any contractual relationship which may be alleged to exist between
4 DESIGN-BUILDER or subcontractor and their respective mechanics, laborers, journeypersons,
5 workpersons, craftspersons or apprentices. Copies of the current General Prevailing Wage
6 Determinations and Per Diem Rates are on file at AUTHORITY's offices and will be made available to
7 DESIGN-BUILDER upon request. DESIGN-BUILDER shall post a copy thereof at each job site at which
8 work hereunder is performed.

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

15 **ARTICLE 34. INSPECTION AND ACCEPTANCE**

16 A. All work (which term includes but is not restricted to materials, equipment, workmanship, and
17 manufacture and fabrication of components) shall be subject to inspection and test by AUTHORITY at all
18 reasonable times and at all places prior to acceptance. Any such inspection and test is for the sole benefit
19 of AUTHORITY and shall not relieve DESIGN-BUILDER of the responsibility of providing quality control
20 measures to assure that the work strictly complies with requirements of this Agreement. No inspection
21 or test by AUTHORITY or its representative shall be construed as constituting or implying acceptance.
22 Inspection or test shall not relieve DESIGN-BUILDER of responsibility for damage to or loss of the
23 material prior to acceptance, nor in any way affect the continuing rights of AUTHORITY after acceptance
24 of the completed work under the terms of paragraph F of this Article, except as herein above provided.

25 B. DESIGN-BUILDER shall, without charge, replace any material or correct any workmanship
26 found by AUTHORITY not to conform to the requirements of this Agreement, unless in the public interest

1 AUTHORITY consents to accept such material or workmanship with an appropriate adjustment in the
2 price of this Agreement. DESIGN-BUILDER shall promptly segregate and remove rejected material from
3 the premises.

4 C. DESIGN-BUILDER shall furnish promptly, without additional charge, all facilities, labor,
5 equipment and material reasonably needed for performing such safe and convenient inspection and test
6 as may be required by AUTHORITY. All inspections and tests by AUTHORITY shall be performed in
7 such manner as to not unnecessarily delay the work. AUTHORITY reserves the right to charge to
8 DESIGN-BUILDER any additional cost of inspection or test when material or workmanship is not ready
9 at the time specified by DESIGN-BUILDER for inspection or test or when reinspection or retest is
10 necessitated by prior rejection.

11 D. If DESIGN-BUILDER does not promptly replace rejected material or correct rejected
12 workmanship, AUTHORITY (1) may, by Agreement or otherwise, replace such material or correct such
13 workmanship and charge the cost thereof to DESIGN-BUILDER, or (2) may terminate DESIGN-
14 BUILDER's right to proceed in accordance with the clause of this Agreement entitled "Termination for
15 Default."

16 E. Should it be considered necessary or advisable by AUTHORITY at any time before
17 acceptance of the entire work to make an examination of work already completed, by removing or tearing
18 out same, DESIGN-BUILDER shall, on request, promptly furnish all necessary facilities, labor and
19 material. If such work is found to be defective or nonconforming in any material respect, due to the fault
20 of DESIGN-BUILDER or its subcontractors, DESIGN-BUILDER shall pay all costs of such examination
21 and of satisfactory reconstruction. If, however, such work is found to meet the requirements of this
22 Agreement, an equitable adjustment shall be made in the Agreement price to compensate DESIGN-
23 BUILDER for the additional services involved in such examination and reconstruction and, if completion
24 of the work has been delayed thereby, it shall in addition, be granted a suitable extension of time.

25 F. Unless otherwise provided in this Agreement, acceptance by AUTHORITY shall be made as
26 promptly as practicable after completion and inspection of all work required by this Agreement, or that

1 portion of the work that AUTHORITY determines can be accepted separately. Acceptance shall be final
2 and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud
3 or as regards AUTHORITY's rights under the warranty provisions set forth herein.

4 **ARTICLE 35. MATERIAL AND WORKMANSHIP**

5 A. Unless otherwise specifically provided in this Agreement, all equipment, material, and articles
6 incorporated in the work covered by this Agreement are to be new and of the most suitable grade for the
7 purpose intended. Unless otherwise specifically provided in this Agreement, reference to any equipment,
8 material, article or patented process, by trade name, make or catalog number, shall be regarded as
9 establishing a standard of quality and shall not be construed as limiting competition, and DESIGN-
10 BUILDER may, at its option, use any equipment, material, article or process which, in the judgment of
11 AUTHORITY, is equal to that named. DESIGN-BUILDER shall furnish to AUTHORITY for its approval
12 the name of the manufacturer, the model number and other identifying data and information respecting
13 the performance, capacity, nature and rating of the machinery and mechanical and other equipment,
14 which DESIGN-BUILDER contemplates incorporating in the work. When required by this Agreement or
15 when called for by AUTHORITY, DESIGN-BUILDER shall furnish AUTHORITY, for approval, full
16 information concerning the material or articles, which it contemplates incorporating in the work. When so
17 directed, samples shall be submitted for approval at DESIGN-BUILDER's expense, with all shipping
18 charges prepaid. Machinery, equipment, material and articles installed or used without required approval
19 shall be at the risk of subsequent rejection.

20 B. All work under this Agreement shall be performed in a skillful and workmanlike manner.
21 Notwithstanding the provisions of Article 3 hereof, AUTHORITY may, in writing, require DESIGN-
22 BUILDER to remove from the work any employee AUTHORITY deems incompetent, careless or
23 otherwise objectionable.

24 **ARTICLE 36. NON-CONFORMING WORK**

25 A. Nonconforming work rejected by AUTHORITY shall be removed and replaced so as to
26 conform to the requirements of this Agreement, at DESIGN-BUILDER's cost and without a time

1 extension; and DESIGN-BUILDER shall promptly take all action necessary to prevent similar deficiencies
2 from occurring in the future. The fact that AUTHORITY may not have discovered the nonconforming
3 Work shall not constitute an acceptance of such nonconforming Work. If DESIGN-BUILDER fails to
4 correct any nonconforming work within ten days of receipt of notice from AUTHORITY requesting
5 correction, or if such nonconforming work cannot be corrected within ten days, and DESIGN-BUILDER
6 fails to (1) provide to AUTHORITY a schedule for correcting any such nonconforming work acceptable to
7 AUTHORITY within such ten-day period, (2) commence such corrective work within such ten-day period
8 and (3) thereafter diligently prosecute such correction in accordance with such approved schedule to
9 completion, then AUTHORITY may cause the nonconforming work to be remedied or removed and
10 replaced and may deduct the cost of doing so from any moneys due or to become due DESIGN-BUILDER
11 and/or obtain reimbursement from DESIGN-BUILDER for such cost.

12 B. If AUTHORITY agrees to accept any Nonconforming Work without requiring it to be fully
13 corrected, AUTHORITY shall be entitled to reimbursement of a portion of the Contract Price in an amount
14 equal to the greater of the amount deemed appropriate by AUTHORITY to provide compensation for
15 future maintenance and/or other costs relating to the Nonconforming Work, or 100% of DESIGN-
16 BUILDER's cost savings associated with its failure to perform the Work in accordance with Contract
17 requirements. Such reimbursement shall be payable to AUTHORITY within ten days after DESIGN-
18 BUILDER's receipt of an invoice thereof. DESIGN-BUILDER acknowledges and agrees that
19 AUTHORITY shall have sole discretion regarding acceptance or rejection of Nonconforming Work and
20 that AUTHORITY shall have sole discretion with regard to the amount payable in connection therewith.

21 **ARTICLE 37. CONTRACTOR INSPECTION SYSTEM**

22 DESIGN-BUILDER shall maintain an adequate inspection system and perform such inspections
23 as will assure that the work performed under this Agreement conforms to the specified requirements, and
24 shall maintain and make available to AUTHORITY adequate records of such inspections.

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1 **ARTICLE 38. SUPERINTENDENCE BY CONTRACTOR**

2 DESIGN-BUILDER, at all times during performance and until the work is completed and accepted,
3 shall give its personal superintendence to the work or have on the work a competent superintendent,
4 satisfactory to AUTHORITY and with authority to act for and on behalf of DESIGN-BUILDER.

5 **ARTICLE 39. OTHER CONTRACTS**

6 AUTHORITY may undertake or award other agreements for additional work, and DESIGN-
7 BUILDER shall fully cooperate with such other DESIGN-BUILDER's and AUTHORITY's employees and
8 carefully fit its own work to such additional work as may be directed by AUTHORITY. DESIGN-BUILDER
9 shall not commit or permit any act, which will interfere with the performance of work by any other DESIGN-
10 BUILDER or by AUTHORITY.

11 **ARTICLE 40. INSPECTION OF SITE**

12 DESIGN-BUILDER acknowledges that it has investigated and satisfied itself as to the conditions
13 affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling
14 and storage of materials, availability of labor, water, electric power and roads and uncertainties of
15 weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of
16 the ground, the character of equipment and facilities needed preliminary to and during prosecution of the
17 work. DESIGN-BUILDER further acknowledges that it has satisfied itself as to the character, quality and
18 quantity of surface and subsurface materials or obstacles to be encountered insofar as this information
19 is reasonably ascertainable from an inspection of the site, including all exploratory work done by
20 AUTHORITY, as well as from information presented by the drawings and specifications made a part of
21 this Agreement. Any failure by DESIGN-BUILDER to acquaint itself with the available information will not
22 relieve it from responsibility for the difficulty or cost of successfully performing the work. AUTHORITY
23 assumes no responsibility for any conclusions or interpretations made by DESIGN-BUILDER on the basis
24 of the information made available by AUTHORITY.

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1 **ARTICLE 41. DIFFERING SITE CONDITIONS**

2 A. DESIGN-BUILDER shall immediately, and before such conditions are disturbed, notify
3 AUTHORITY in writing of: (1) subsurface or latent physical conditions at the site which differ materially
4 from those indicated in this Agreement, or (2) unknown physical conditions at the site, of an unusual
5 nature, which differ materially from those ordinarily encountered and generally recognized as inherent in
6 work of the character provided for in this Agreement. AUTHORITY will investigate the conditions within
7 three business days of receipt of notification, and if it finds that such conditions do materially so differ and
8 cause an increase or decrease in DESIGN-BUILDER's cost of, or the time required for, performance of
9 any part of the work under this Agreement, whether or not changed as a result of such conditions, an
10 equitable adjustment shall be made and the Agreement modified in writing accordingly.

11 B. No claim of DESIGN-BUILDER under this Article shall be allowed unless DESIGN-BUILDER
12 has given the written notice required above; no claim by DESIGN-BUILDER for an equitable adjustment
13 hereunder shall be allowed if asserted after final payment under this Agreement.

14 **ARTICLE 42. OPERATIONS AND STORAGE AREAS**

15 A. All operations of DESIGN-BUILDER (including storage of materials and equipment) on
16 AUTHORITY owned premises shall be confined to areas authorized or approved by AUTHORITY.
17 DESIGN-BUILDER shall hold AUTHORITY and its officers and agents free and harmless from liability of
18 any nature occasioned by DESIGN-BUILDER's operations.

19 B. Temporary building (storage sheds, shops, offices, etc.) may be erected by DESIGN-
20 BUILDER with the written consent of AUTHORITY, and shall be built with labor and materials furnished
21 by DESIGN-BUILDER without expense to AUTHORITY. Such temporary buildings and utilities shall
22 remain the property of DESIGN-BUILDER and shall be removed by DESIGN-BUILDER at its expense
23 upon the completion of the work. With the written consent of AUTHORITY, such buildings and utilities
24 may be abandoned and need not be removed.

25 C. DESIGN-BUILDER shall, under regulations prescribed by AUTHORITY, use only established
26 roadways or construct and use such temporary roadways as may be authorized by AUTHORITY. Where

1 materials are transported in the prosecution of work, vehicles shall not be loaded beyond the loading
2 capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state or local law
3 or regulation. When it is necessary to cross curbing or sidewalks, protection against damage shall be
4 provided by DESIGN-BUILDER and any damaged roads, curbing or sidewalks shall be repaired by, or at
5 the expense of, DESIGN-BUILDER.

6 **ARTICLE 43. PROTECTION OF VEGETATION, UTILITIES, IMPROVEMENTS**

7 A. DESIGN-BUILDER shall preserve and protect all existing vegetation such as trees, shrubs
8 and grass on or adjacent to the site of work which is not to be removed and which does not unreasonably
9 interfere with the construction work. Care will be taken in removing trees authorized for removal to avoid
10 damage to vegetation to remain in place. Any limbs or branches of trees broken during such operations
11 or by the careless operation of equipment, or by workmen, shall be trimmed with a clean cut and painted
12 with an approved tree pruning compound as directed by AUTHORITY.

13 B. DESIGN-BUILDER shall protect from damage all existing improvements or utilities at or near
14 the site of the work, the location of which is made known to it, and will repair or restore any damage to
15 such facilities resulting from failure to comply with the requirements of this Agreement or the failure to
16 exercise reasonable care in the performance of the work. If DESIGN-BUILDER fails or refuses to repair
17 any such damage promptly, AUTHORITY may have the necessary work performed and charge the cost
18 to DESIGN-BUILDER.

19 **ARTICLE 44. CLEANING UP**

20 A. DESIGN-BUILDER shall at all times keep the construction area, including storage areas used
21 by it, free from accumulations of waste material or rubbish, and prior to completion of the work remove
22 any rubbish from AUTHORITY owned premises and all tools, scaffolding, equipment and materials not
23 the property of AUTHORITY. Upon completion of the construction, DESIGN-BUILDER shall leave the
24 work and premises in a clean, neat and workmanlike condition satisfactory to AUTHORITY.

25 B. After completion of all work on the project, and before making application for acceptance of
26 the work, DESIGN-BUILDER shall clean the construction site, including all areas under the control of

1 AUTHORITY, that have been used by DESIGN-BUILDER in connection with the work on the project and
2 remove all debris, surplus material and equipment, and all temporary construction or facilities of whatever
3 nature, unless otherwise approved by AUTHORITY. Final acceptance of the work by AUTHORITY will
4 be withheld until DESIGN-BUILDER has satisfactorily complied with the foregoing requirements for final
5 cleanup of the project site.

6 C. Full compensation for conforming to the provisions in this Article, not otherwise provided for,
7 shall be considered as included in price of this Agreement and no additional compensation will be allowed
8 therefore.

9 **ARTICLE 45. USE AND POSSESSION TO COMPLETION**

10 AUTHORITY shall have the right to take possession of or use any completed or partially
11 completed part of the work. Prior to such possession or use, AUTHORITY shall furnish DESIGN-
12 BUILDER an itemized list of work remaining to be performed or corrected on such portions of the project
13 as are to be possessed or used by AUTHORITY, provided that failure to list any item of work shall not
14 relieve DESIGN-BUILDER of responsibility for compliance with the terms of this Agreement. Such
15 possession or use shall not be deemed an acceptance of any work under this Agreement. While
16 AUTHORITY has such possession or use, DESIGN-BUILDER shall be relieved of the responsibility for
17 the loss or damage to the work resulting from AUTHORITY's possession or use. If such prior possession
18 or use by AUTHORITY delays the progress of the work or causes additional expense to DESIGN-
19 BUILDER, an equitable adjustment in the Agreement price or the time of completion will be made and
20 the Agreement shall be modified in writing accordingly.

21 **ARTICLE 46. CONTRACTOR PURCHASED EQUIPMENT**

22 A. If during the course of this Agreement, additional equipment is required, which will be paid for
23 by the AUTHORITY, DESIGN-BUILDER must request prior written authorization from the AUTHORITY's
24 project manager before making any purchase. As part of this purchase request, DESIGN-BUILDER shall
25 provide a justification for the necessity of the equipment or supply and submit copies of three (3)
26 competitive quotations. If competitive quotations are not obtained, DESIGN-BUILDER must provide the

1 justification for the sole source.

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

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

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

14 **ARTICLE 47. CONFLICT OF INTEREST**

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

23 B. If the AUTHORITY determines that DESIGN-BUILDER, its employees, or subconsultants are
24 subject to disclosure requirements under the Political Reform Act (Government Code section 81000 et
25 seq.), DESIGN-BUILDER and its required employees and subconsultants shall complete and file
26 Statements of Economic Interest (Form 700) with the AUTHORITY's Clerk of the Board disclosing all

1 required financial interests.

2 **ARTICLE 48. CODE OF CONDUCT**

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

6 **ARTICLE 49. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

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

11 **ARTICLE 50. HEALTH AND SAFETY REQUIREMENTS**

12 DESIGN-BUILDER shall comply with all requirements set forth in Exhibit H, Level 3 Safety
13 Specifications. As used therein, "Contractor" shall mean "Consultant," and "Subcontractor" shall mean
14 "Sub-consultant."

15 **ARTICLE 51. LIMITATION ON GOVERNMENTAL DECISIONS**

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

24 **ARTICLE 52. FORCE MAJEURE**

25 Either party shall be excused from performing its obligations under this Agreement during the time
26 and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,

1 including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products,
2 plants or facilities by the federal, state or local government; national fuel shortage; or a material act or
3 omission by the other party; when satisfactory evidence of such cause is presented to the other party,
4 and provided further that such nonperformance is unforeseeable, beyond the control and is not due to
5 the fault or negligence of the party not performing.

6 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-4-2683 to be
7 executed as of the date of the last signature below.

8 **DESIGN-BUILDER**

ORANGE COUNTY TRANSPORTATION AUTHORITY

9
10 By: _____

By: _____

11 Darrell E. Johnson
12 Chief Executive Officer

13 **APPROVED AS TO FORM:**

14
15 By: _____

16 James M. Donich
17 General Counsel

18
19 **APPROVED:**

20
21 By: _____

22 James G. Beil, P.E.
23 Executive Director, Capital Programs
24
25
26

EXHIBIT D: GENERAL PROVISIONS

GENERAL PROVISIONS

A. COST BREAKDOWN

Within fifteen (15) calendar days after "Notice to Proceed," the Contractor shall, upon request by the Authority, submit a cost breakdown of the lump sum Bid entered on the Bid Form for all construction work. This cost breakdown will form the basis for progress payments in accordance with these Specifications and shall show all of the major categories and subcategories of work and equipment requested by the Authority. Additionally, all costs shall be segregated between off-site and on-site costs. Mobilization costs shall not exceed ten percent (10%) of total construction costs. Bonds and insurance costs will be identified as a separate line item. Such cost breakdown shall not be required if the Authority, at its sole discretion, elects to pay the Contractor in lump sum within thirty (30) calendar days of receipt of proper invoice following the Contractor's satisfactory completion and the Authority's acceptance of all work.

B. PROGRESS PAYMENTS

1. The Authority, no later than the twenty-fifth (25th) day of each month, shall prepare a progress payment estimate based on the estimated percentage of completion of each Bid Item and on the Contractor's actually incurred allowable expenses on such Bid Items. The Authority will issue the progress payment, in the amount it deems appropriate, by approximately the fifteenth (15th) day of the following month.
2. For purposes of calculating the progress payments, Authority will use the cost breakdown submitted by the Contractor for each Bid Item at the start of this Agreement. In no event will the Authority make a progress payment that, when added to the prior progress payments, amounts to a sum more than the Contractor's actual aggregate incurred expenses, adjusted to include Contractor's overhead and profit as allocated to such incurred expenses.
3. The Authority will pay only ninety-five percent (95%) of each progress payment amount as determined above, retaining five percent (5%) as part security for the fulfillment of this Agreement by the Contractor, subject to Public Contract Code 22300.
4. The amount retained in accordance with paragraph B.3., hereinabove from the progress payments will be paid in full to the Contractor as part of the final payment upon Contractor's full completion of this Agreement, except that one half of one percent ($\frac{1}{2}$ of 1%) of this Agreement's total price shall be retained for one (1) year beyond the date of the Notice of Completion filed for this Agreement as partial security for fulfillment of the warranty obligations by the Contractor under this Agreement.
5. No progress payments will be made for materials not installed.

6. Progress payments made by Authority in no way shall be deemed or construed as acceptance by the Authority of work or waiver by the Authority of any rights hereunder.
7. The Contractor shall pay subcontractors, promptly upon receipt of each Authority progress payment; the respective amounts allowed the Contractor on account of the work performed by subcontractors, to the extent of each such subcontractor's interest therein. Such payments to subcontractors shall be based on estimates made pursuant to this Agreement. Any diversion by the Contractor of payments received for prosecution of a contract, or failure to reasonably account for the application or use of such payments, constitutes ground for termination of the Contractor's control over the work and for taking over the work, in addition to disciplinary action by the Contractor's State License Board. The subcontractor shall notify, in writing, the Contractor's State License Board and the Authority of any payment less than the amount or percentage approved for the class or item of work as set forth in this Agreement.
8. In addition to other amounts properly withheld under this Agreement, the Authority shall withhold all legally required sums for, but not necessarily limited to, stop notices, labor and tax liens, etc.

C. FINAL INSPECTION AND ACCEPTANCE

Promptly after Substantial Completion has occurred, Contractor shall perform all Punch List Work, if any, which was deferred for purposes of Project Completion, and shall satisfy all of its other contractual obligations under the contract documents.

When the Contractor determines that the work is fully completed, including satisfactory completion of all inspections, tests, and required documentation, Punch List and clean-up items, Contractor shall give the Authority a written request for Final Acceptance within ten (10) days thereafter, specifying that the work is completed and the date on which it was completed.

Within thirty (30) days after receipt of the request for Final Acceptance from Contractor, Authority will make a final inspection of the work and will either:

1. Reject the request for Final Acceptance, specifying the defective or uncompleted work; or
2. Issue a written Final Acceptance and record Notice of Completion with County Recorder.

Substantial Completion is defined herein as; In the opinion of the Authority, that work or portion thereof that is sufficiently complete and in accordance with the Contract, that it can be utilized by the Authority for the purpose for which it was intended. A determination of Substantial Completion does not waive, but may not

require the prior completion of minor items, which do not impair the Authority's ability to safely occupy and utilize the Work for its intended purpose.

D. CLAIMS

A "Claim" that falls within the definition of Public Contract Code Section 9204 (hereafter, "Section 9204"), as may be amended, means a separate demand by Contractor, sent by registered mail or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by Authority; (b) payment by Authority of money or damages arising from work done by, or on behalf of, the Contractor and payment for which is not otherwise expressly provided or to which Contractor is not otherwise entitled; and/or (c) payment of an amount that is disputed by the Authority.

It is important that the Authority be promptly notified of any potential claims so that it can timely and reasonably investigate the merits of the Claim when the events giving rise to the Claim are current and, when appropriate, make timely adjustments in the work in response thereto. Contractor shall submit to Authority a Notice of Claim within fifteen (15) calendar days after receipt of or the discovery of information, or the occurrence of an event, or any actions of Authority or its agents, that Contractor believes may result in a Claim. The Notice of Claim shall state the reason(s) for the Claim and the nature of the additional costs or delay that Contractor believes it will incur. Such Notice shall be submitted prior to the submission of the Claim documentation described below. If a Notice of Claim is not submitted within the fifteen (15) day period, it shall be deemed waived.

The Authority and Contractor agree to attempt to informally resolve any disputes which may give rise to a Claim. The Authority and Contractor shall meet within twenty (20) calendar days, or any mutually agreeable extension thereof, from the date the Notice of Claim is received by Authority in a good faith effort to resolve the dispute. Contractor shall provide a representative at the meeting who has authority to resolve the claim on the Contractor's behalf. If a resolution is not reached and the Authority and Contractor have not, in writing, mutually agreed to continue with informal efforts at resolution, Contractor shall file a Claim within thirty (30) calendar days after the informal resolution process has concluded, or such Claim shall be deemed waived.

The Authority and the Contractor shall process the Claim in accordance with Section 9204 and the requirements set forth herein.

1. Claim Requirements.

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- a. Any submittal intended by the Contractor to be evaluated by Authority as a Claim shall be entitled "Claim" and sent to Authority by registered mail or certified mail with return receipt requested. The Contractor may present a Claim on behalf of a subcontractor or a lower tier subcontractor meeting the requirements of Section 9204(d)(5).
- b. All Claims shall be submitted by the Contractor within thirty (30) calendar days after the conclusion of the informal resolution process discussed above; however, this timeframe may be extended unilaterally by Authority in writing. Any Claim not submitted within the specified thirty (30) calendar days, or as otherwise authorized by Authority, shall be deemed untimely and waived.
- c. All Claims shall include reasonable documentation in support, including a detailed factual statement that sets forth names, dates, and specific events that took place. In addition, supporting documents shall include a detailed analysis of a request for a time extension, if applicable, and a detailed breakdown of a request for additional compensation. A revised construction schedule shall also be included identifying the impact of the delays, including proposals to minimize any of the impacts.
- d. Claims filed by the Contractor shall be in sufficient detail to enable the Authority to ascertain the basis and amount of said Claims. The Authority will consider and determine the Contractor's Claims, and it will be the responsibility of the Contractor to furnish within a reasonable time such further information and details as may be required by the Authority to determine the facts or contentions involved in its Claims. Failure to submit sufficient information and details will be cause for Authority to deny the Claim and/or find the Claim untimely and, therefore, waived. If the Claim is silent regarding entitlement to extra time, the Contractor shall be entitled to no extra time in connection with the Claim. If the Claim is silent regarding additional compensation, the Contractor shall be entitled to no additional compensation in connection with the Claim.
- e. No Claims shall be filed later than the date of final payment.
- f. All Claims and any amendments thereto shall include the fully executed certification set forth below. Any Claim submitted without a fully executed certification shall be rejected by Authority and returned to the Contractor.

Certificate

Under the penalty of law for perjury or falsification with specific reference to the California False Claims Act, Government Code Section 12650 et. Seq., the undersigned,

(Name)

(Title)

(Company)

herby certifies that the claim for the additional compensation and time, if any, made herein for the work on this Contract is a true statement of the actual cost incurred and time sough, and is fully documented and supported under the Contract between the parties

Dated: _____

Signature: _____

Subscribed and sworn before this _____ day of _____, 202__
_____ .

Notary Public

My Commission Expires: _____

2. Claim Review

Within forty-five (45) calendar days of receipt of the Claim, or any extension thereof agreed upon by the Authority and the Contractor, the Authority will conduct a reasonable review of the Claim and provide the Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Payment of any undisputed portion of the Claim shall be made within sixty (60) calendar days after the Authority issues its written statement. If the Authority does not provide a written statement within the time specified, the Claim shall be deemed rejected.

3. Claim Settlement Conference

If the Contractor disputes the Authority's written statement or if the Claim is deemed rejected, the Contractor may demand in writing, by registered or certified mail to the Authority, return receipt requested, an informal conference to meet and confer in an effort to settle the disputed portion of any Claim. Within thirty (30) calendar days of receipt of such written demand, the Authority shall schedule a meet and confer conference. Such conference shall be attended by an officer or principle of the Contractor who has the authority to resolve the Claim on the Contractors' behalf.

If any portion of the Claim remains in dispute after the conference, the Authority shall, within ten (10) business days of the conclusion of the conference, provide the Contractor with a written statement identifying any portion that remains in dispute and any portion that is undisputed. Payment of any undisputed portion shall be made within sixty (60) calendar days after the Authority issues its written statement.

Any remaining disputed portion shall be submitted to nonbinding mediation, unless the Contractor and Authority waive the mediation upon mutual written agreement. Mediation includes any nonbinding process, including, but not limited to, a neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. The Authority and the Contractor will share in the costs of mediation equally in accordance with Section 9204.

Within ten (10) business days after issuance of the Authority's written statement, the Authority and Contractor shall select a mutually-agreeable mediator. If the parties cannot agree to a mediator, the Authority and Contractor will each select a mediator who will then select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Authority and Contractor will each bear its own fees and costs for its respective mediator in connection with the selection of the neutral mediator.

Claims which are not resolved through this Claims settlement process shall be resolved in accordance with the laws of the State of California.

E. FINAL PAYMENT

1. After the filing of the Notice of Completion, (or acceptance of the Project), the Authority will make a proposed final estimate, in writing, of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to Contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. Within fifteen (15) days after proposed final estimate

has been submitted, Contractor shall submit to the Authority written approval of proposed final estimate and/or a written statement of all claims of the Contract. No claim will be considered that was not included in written statement of claims, nor will any claim be allowed unless the Contractor has previously complied with the notice and protest requirements.

2. On the Contractor's approval, or if he files no claim within stated period, Authority will issue a final written estimate, in accordance with the proposed final estimate submitted to the Contractor; and thirty-five (35) days after the date of filing the Notice of Completion (or acceptance) Authority will pay the entire sum found to be due. Such final estimate and payment thereon shall be conclusive and binding against the Contractor on all questions relating to the amount of work done and the compensation payable therefore, except as otherwise provided.
3. If the Contractor within said period of fifteen (15) days files claims, Authority will issue a semi-final estimate in lieu of the final estimate submitted to the Contractor; and thirty-five (35) days after the date of filing of the Notice of Completion, the Authority will pay the sum found to be due. Such semi-final estimate and payment thereon shall be conclusive and binding against the Contractor on all questions relating to the amount of work done and the compensation payable therefore, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided.
4. Upon final determination of any outstanding claims, the Authority shall then make and issue a final estimate in writing and within thirty (30) days thereafter, the Authority will pay the entire sum, if any, found due. Such final estimate shall be conclusive and binding against the Contractor on all questions relating to the amount of work done and the compensation payable therefore, except as otherwise provided.

F. EXTRA WORK AND CHANGES

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

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

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

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

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

- a. Materials

A sum equal to the actual cost to the Contractor of the materials furnished by him, as shown by paid receipts, plus not more than fifteen percent (15%). Only installed materials shall be paid for.

- b. Labor

1. The actual wages paid as shown on the certified copies of Contractor's payroll, for all labor directly engaged in the work and including the cost of any compensation insurance paid for by the Contractor, subsistence and travel allowance aid to such workmen as required by collective bargaining agreements plus not more than twenty percent (20%).
2. To the actual wages as described in 1 above will be added a labor surcharge of not more than seventeen percent (17%), and shall constitute full compensation for all other payments, including payments imposed by State and Federal laws.

- c. Equipment

1. Equipment will be paid for as a rental charge whether owned by the Contractor or not, and said rental rates prevailing in the area for comparable equipment will be paid. To the direct costs of "Equipment Rental" will be added a not more than fifteen percent (15%) markup.
2. All extra work at Force Account shall be adjusted daily upon report sheets prepared by the Engineer, furnished to the

Contractor and signed by both parties. Said daily reports shall thereafter be considered the true record of all extra work done. The decision of the Engineer as to whether extra work has in fact been performed shall be conclusive and binding upon both parties to the contract.

4. A contract change order approved by Authority may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in the contract change order, the Contractor shall submit a written protest to the Authority within 15 days after the receipt of the contract change order. The protest shall state the points of disagreement and, if possible, the contract specification references, quantities and costs involved. If a written protest is not submitted within the above period, payment will be made as set forth in the approved contract change order and such payment shall constitute full compensation for all work included therein or required thereby. Such unprotested approved contract change orders will be considered as executed contract change orders.
5. Contractor shall promptly notify the Authority in writing when it receives direction, instruction, interpretation or determination from any source other than the Authority or its designated representatives that may lead to or cause change in the work. Such written notification shall be give to the Authority before the Contractor acts on said direction, instruction, interpretation or determination.

G. EXTENDED FIELD OFFICE OVERHEAD COSTS

1. Within thirty (30) days after receipt of the Notice to Proceed, the Contractor shall submit a written statement to the Authority detailing its field office overhead costs which are time related. The Authority will review this cost submittal and reach a written agreement with the Contractor on a daily field office overhead cost rate which shall be issued as an agreed upon Change Order. The daily rate agreed to in this Change Order will be applicable throughout the duration of the Contract. No field office costs will be paid until such agreement is reached between the Authority and the Contractor and the Change Order concerning this daily rate is executed by both parties.
2. The individual cost components of the daily field office overhead rate shall represent costs which increase as a direct result of any time extension caused solely and exclusively by an act of the Authority. This listing may include such cost items as on-site project management, supervision, engineering and clerical salaries; on-site office utilities and rent; on-site company vehicles and their operating expenses; and site maintenance and security expenses. Field office overhead costs which are unaffected by increased time shall not be allowable costs in calculating the daily field office overhead rate. These non-time related costs include, but are not limited to, acquisition and installation of stationary equipment; temporary construction facilities; utilities and office furnishings (unless

such items are rented or leased); the preparation of the site including clearing, grubbing, grading and fencing; mobilization and demobilization costs; and the costs of permits, bonds and insurance coverage for the project.

3. The individual wage cost components used to calculate the daily field office overhead rate shall be supported by actual employee payroll records, not salary ranges or estimates. Hourly rates for management, supervisory, engineering and clerical employees shall be based upon 2,080 work hours per year and shall not include allowances for holidays, vacation or sick time. However, the daily field office overhead rate shall only reflect the actual on-site time required in the field office. All other field office overhead cost components shall be evidenced by records demonstrating actual field office costs incurred by the Contractor.
4. The daily field office overhead rate shall be multiplied by the number of days the Contract is delayed or extended by Change Order and shall be added to the agreed upon Change Order cost. The days of delay shall be those caused solely by action of the Authority and documented by a time impact analysis prepared and submitted by the Contractor. In the event of a deductive Change Order is issued which reduces time under the Contract, the daily field office overhead rate shall be added to the deductive amount. No allowance for overhead costs and no profit allowance shall be added to the extended field office overhead cost.

H. ACCELERATION

1. Authority reserves the right to accelerate the work of the Contract at any time during its performance. In the event that the Authority directs acceleration, such directive will be given to the Contractor in writing. The Contractor shall keep cost and other Project records related to the acceleration directive separately from normal Project cost records and shall provide a written record of acceleration costs to the Authority on a daily basis.
2. In the event that the Contractor believes that some action or inaction on the part of the Authority constitutes an acceleration directive, the Contractor shall immediately notify the Authority in writing that the Contractor considers the actions or inactions an acceleration directive. This written notification shall detail the circumstances of the acceleration directive. The Contractor shall not accelerate their work efforts until the Authority responds to the written notification. If acceleration is then directed or required by the Authority, all cost records referred to in Subsection H.1 shall be maintained by the Contractor and provided to the Authority on a daily basis.
3. In order to recover additional costs due to acceleration, the Contractor must document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will only be overtime or shift premium costs or the cost of additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will only be the cost of added equipment mobilized to the site to accomplish the accelerated work effort.

I. VALUE ENGINEERING

Authority encourages the Contractor to submit Value Engineering Proposals (VEP's) whenever it identifies areas and/or instances in which improvements can be made, in order to avail the Authority of potential cost savings. Contractor and the Authority will share any savings in the manner described below.

A VEP applies to a Contractor developed and documented VEP that:

1. Requires a change to the contract.
2. Reduces the total contract price without impairing essential functions or characteristics of the work.
3. Results in an estimated total net savings to the Authority equal to or greater than \$1,000.

At a minimum, a VEP should include the following information:

1. A description of the existing contract requirements that are involved in the proposed change.
2. A description of the proposed change, and all specifications and/or plans necessary for the complete evaluation of the proposed change. Include a discussion of the differences between existing requirements and the proposed change, together with advantages and disadvantages of each changed item. All relevant back up documentation needs to be included to support proposed changes.
3. Cost estimate for existing contract requirements correlated to the Contractors lump sum breakdown and the proposed changes in those requirements, including costs of development and implementation by the Contractor.

Contractor shall submit the VEP to the Authority. At its sole discretion, Authority may accept, in whole or in part and by Change Order, any VEP submitted pursuant to this section. Until a Change Order is issued on a VEP, Contractor shall remain obligated to perform in accordance with the Contract. The decision of the Authority as to the rejection or acceptance of a VEP shall be at the sole discretion of the Authority.

If a VEP, submitted by the Contractor pursuant to this section is accepted by the Authority, the total Contract price shall be adjusted based upon a sharing of the net savings by the Contractor and the Authority (50% Authority, 50% Contractor). Contractor's profit shall not be reduced by application of the VEP.

Net savings are defined as gross savings less the Contractor's costs and less the Authority's costs.

1. Contractors cost means reasonable costs incurred by the Contractor in preparing the VEP and making the change.
2. Authority's costs means reasonable costs incurred by the Authority for evaluating and implementing the VEP.
3. Contractor is not entitled to share in either concurrent, collateral or future Contract savings. Collateral savings are those measurable net reductions in the Authority's costs of operation that result from the VEP. Concurrent savings cover the reductions in the cost of performance of other contracts.

Contractor shall include appropriate VEP provisions in all subcontracts greater than \$25,000.

J. STOP NOTICES

The Authority, at its sole discretion, may, at any time, retain out of any amounts due the Contractor, sums sufficient to cover claims filed pursuant to Section 9358 et seq. of the California Civil Code.

K. ORDER OF WORK

Contractor shall perform work hereunder at such places, and in such order or precedence, as may be determined necessary by the Engineer to expedite completion of the required work.

L. DAVIS-BACON LABOR PROVISIONS (2 CFR SECTION 5.5)

1. Prevailing Wages

Contractor shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. If this Agreement is funded, in whole or in part, by federal funds, Contractor shall comply with these Davis-Bacon Labor Provisions ("Labor Provisions") and all applicable federal requirements respecting prevailing wages, including, but not limited to, the Davis-Bacon Act, 40 U.S.C. Sections 3141-3144, and Sections 3146-3148, as supplemented by U.S. DOL regulations at 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction."

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the Contractor and subcontractors shall not pay less than the higher wage rate. The DIR will not accept lower state wage rates not specifically included in the Federal minimum wage determination.

2. Minimum Wages

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally, and not less often than once a week and without subsequent deduction or rebate on any account, the full amount of wages and bona fide fringe benefits (Or cash equivalents thereof) due at time of payment computed at wage rates not less than those specified in the General Wage Determinations referenced in this section regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics; and the wage determination decision shall be posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or cost reasonably anticipated under the Labor Code of the State of California on behalf of laborers or mechanics are considered wages paid by such Laborers or mechanics. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

- b. Authority shall require that any class of laborers or mechanics, including helpers, apprentices and trainees, which is not listed in the General Wage Determinations and which is to be employed under this Contract, shall be classified conformably to such wage determinations. The Authority will approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) the classification is utilized in the area by the construction industry; and (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Authority agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Authority to the Administrator of the Wage and Hour Division, U.S. Department of Labor. The Administrator will approve, modify, or disapprove every additional classification action within thirty (30) days from receipt and so advise the Authority or will notify the Authority within the thirty (30)-day period that additional time is necessary.
- c. In the event the Authority does not concur in the Contractor's proposed classification or reclassification of a particular class of laborers and mechanics (including apprentices and trainees) to be used, the question, accompanied by the recommendation of the Authority, shall be referred to the State Director of Industrial Relations for determination. The wage rate (including fringe benefits where appropriate) determined pursuant to this subsection shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- d. Authority shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon cash equivalent of the fringe benefit, the questions, accompanied by the recommendation of the Authority, shall be referred to the State Director of Industrial Relations for determination.
- e. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon written request of Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of

obligations under this plan or program.

- f. All disputes concerning the payment of wages or the classification of workers under this Agreement shall be promptly reported to the Authority.

3. Deductions

Authority may deduct from each progress payment and the Final Payment the following:

- a. Any Authority or third-party claims or losses for which Contractor is responsible hereunder or any Liquidated Damages which have accrued as of the date of the application for payment;
- b. If a notice to stop payment is filed with Authority, due to the Contractor's failure to pay for labor or materials used in the work, money due for such labor or materials, plus the 25% prescribed by law, will be withheld from payment to the Contractor. In accordance with Section 9358 of the Civil Code, Authority may accept a bond by a corporate surety in lieu of withholding payment;
- c. Any sums expended by or owing to Authority as a result of Contractor's failure to maintain the as-built drawings;
- d. Any sums expended by Authority in performing any of the Contractor's obligations under the Contract which Contractor has failed to perform; and
- e. Any other sums which Authority is entitled to recover from Contractor under the terms of the Contract.
- f. The amount of the accrued payments or advances as many be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Authority may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

The failure by Authority to deduct any of these sums from a progress payment shall not constitute a waiver of Authority's right to such sums.

All amounts owing by Contractor to Authority under the Contract shall earn interest from the date on which such amount is owing at the lesser of (i) ten percent (10%) per annum or (ii) the maximum rate allowable under applicable Governmental Rules.

4. Payrolls and Basic Records

- a. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name, address and social security number of each such worker, the correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b. Contractor will submit weekly a copy of all payrolls to the Authority as required in these "Labor Provisions." The copy shall be accompanied by a statement signed by the employer or its agent indicating that the payrolls are correct and complete; that each laborer or mechanic (including helpers, apprentices, and trainees) have been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; that the wage rates contained therein are not less than those determined by the State Director of Industrial Relations and that the classifications as set forth for each laborer or mechanic conform to the work performed. A submission of the "Weekly Statement of Compliance," which is required under this Contract, shall satisfy this requirement. The prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The Contractor will make the records required under the labor standard clauses of the Contract available for the inspection by authorized

representatives of the Authority, and will permit such representatives to interview employees during working hours on the job.

5. Apprentices and Trainees

- a. Apprentices: Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program as defined in Section 1777.5 of the Labor Code of the State of California. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the State Director of Industrial Relations for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish to the Authority or the State Director of Industrial Relations written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman's rate contained in the applicable wage determination).

- b. Trainees: Except as provided in 29 CFR Section 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to or individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than that permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage-Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of

Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal Employment Opportunity: The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, 29 CFR part 30, and 41 CFR part 60.

6. Compliance with Copeland Regulations (29 CFR part 3)

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c). The Contractor shall also comply with the Copeland Regulations (29 CFR part 3), which are herein incorporated by reference.

7. Contract Termination; Debarment

A breach of Subsections 1 through 6 above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor provided in 29 CFR Section 5.12.

8. Overtime Requirements

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any work week in which he is employed on such work to work in excess of eight (8) hours a day or forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight (8) hours a day or forty (40) hours in such work week.

9. Violation; Liability for Unpaid Wages

Pursuant to Section 1775 of the Labor Code of the State of California, in the event that any workman employed on this public works project is paid less than the amount specified in the General Prevailing Wage Determinations or less than is required, relative to overtime, the Contractor and any subcontractor responsible therefore shall be liable to the affected workman for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the State of California or the Authority for liquidated damages. Such liquidated damages shall be computed with respect to each individual

workman found to be underpaid and shall be in the amount of \$50 per calendar day that a workman was underpaid.

10. Withholding for Liquidated Damages

The Authority may withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in this section.

11. Final Labor Summary

The Contractor and each subcontractor shall furnish to the Authority, upon the completion of the Contract, a summary of all employment, indicating for the completed project, the total hours worked and the total amount earned.

12. Final Certificate

Upon completion of the Contract, the Contractor shall submit to the Authority, with the voucher for a final payment for any work performed under the Contract, a certification concerning wages and classifications for laborers and mechanics, including apprentices and trainees employed on the project, in the following form:

The undersigned, Contractor on

(Contract No.)

hereby certifies that all laborers, mechanics, apprentices and trainees employed by the Contractor or by a subcontractor performing work under the contract on the project have been paid wages at rates not less than those required by the contract provisions, and that the work performed by each such laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the contract or training program provisions applicable to the wage rate paid.

Signature and Title

13. Notice to the Authority of Labor Dispute

Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Authority.

14. Disputes Clause

- a. Disputes arising out of these Labor Provisions will be resolved in accordance with the procedures set forth in 29 CFR parts 5, 6, and 7, including disputes between the Authority, the Contractor (or any of its subcontractors), the U.S. Department of Labor, or the employees or their representatives. All disputes concerning the payment of prevailing wage rates or classifications shall be promptly reported to the Authority for its referral to DOT for decision or, at the option of the Authority, DOT referral to the Secretary of Labor. The decision of DOT or the Secretary of Labor, as the case may be, shall be final.
- b. All questions relating to the application or interpretation of the Copeland Act, the Contract Work Hours Standards Act, the Davis-Bacon Act, or Section 13 of the Act shall be sent to the Federal Transit Administration (FTA) for referral to the Secretary of Labor for ruling or interpretation, and such ruling or interpretation shall be final.

15. Compliance with Davis-Bacon and Related Act requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference.

16. Certification of Eligibility

By entering into this Agreement, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). No part of this Contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. Section 1001.

17. Insertion in Subcontracts

The Contractor shall set forth in all subcontracts Subsections 1 through 16 above so that all of the provisions of this section will be inserted in all construction subcontracts of any tier, and such other clauses as the Government may by appropriate instructions require.

18. Certified Payroll Records

- a. The Authority shall obtain from the Contractor and each subcontractor a certified copy of each weekly payroll within seven (7) days after the regular payroll date. Following a review by the Authority for compliance with State and Federal labor laws, the

payroll copy shall be retained at the project site for later review by FTA.

- b. Contractor may use the Department of Labor Form WH-347, "Optional Payroll Form," which provides for all the necessary payroll information and certifications.
- c. If, on or before the twentieth (20th) of the month, the Contractor has not submitted satisfactory payrolls covering its work and the work of all subcontractors for all payroll periods ending on or before the sixty (6th) of that month, such payrolls will be considered to be delinquent. Regardless of the number of delinquent payrolls, an amount equal to ten percent (10%) (but not less than \$1,000 or more than \$10,000) shall be deducted from the estimate. Deductions will be made separately for each estimate period in which a new delinquency appears and will be continued until payrolls have been submitted.
- d. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the Authority that their employment is pursuant to an approved program and shall identify the program.

M. TIME EXTENSION/DELAYS

- a. Contractor may be granted an extension of time for any portion of a delay in completion of the work due to acts of God, the public enemy, wars, civil unrest, fires, quarantine restrictions, or weather more severe than normal, providing that (1) the aforesaid causes were not foreseeable and did not result from an act or omission by the Contractor, (2) Contractor has taken reasonable precautions to prevent further delays owing to such causes, and (3) Contractor notifies Authority in writing of the cause(s) for the delay within ten (10) days from the beginning of any such delay. No claims for additional compensation or damages for the foregoing delays shall be allowed to the Contractor, and the extension of time provided for herein shall be the sole remedy of the Contractor on account of any such delays.
- b. An extension of time will not be granted for a delay described in the above paragraph(s) caused by a shortage of materials, except if materials are furnished by Authority, unless the Contractor supplies the Authority with documented proof that every effort to obtain the materials from all known sources that (a) such materials could have been obtained only at exorbitant prices or (b) the prices were entirely inconsistent with current rates, taking into account the quantities; and (c) such facts could not have been known or anticipated at the time the Notice To Proceed was issued. Contractor shall also submit proof, that the inability to obtain such materials when

originally planned, did in fact, cause a delay in completion of the work that could not be compensated for by revising the sequence of its operations. Only the physical shortage of material will be considered as a basis for an extension of time.

- c. An extension of time for weather more severe than normal shall be granted only to the extent the work is actually delayed as determined by the Authority. Normal is defined as the monthly average of the temperature and rainfall wherein the work was performed for the prior twenty (20) years before the execution of the Contract.
- d. In the event Contractor is actually and necessarily delayed by an act or omission on the part of the Authority, as determined by the Authority, the Contractor shall notify the Authority in writing within five (5) days from the beginning of any such delay. The time for completion of the work may be extended at the sole discretion of the Authority.
- e. Within thirty (30) days after the last day of delay, Contractor shall provide Authority with detailed information concerning the circumstances of the delay, the number of days actually delayed, and the measures taken to minimize or prevent the delay. Failure to submit information shall be sufficient reason to deny the claim. Authority shall ascertain the facts and the extent of the delay; and provide the Contractor its written findings, which will be final and conclusive. Except for the additional compensation for herein and except as provided in Public Contract Code Section 7102, Contractor shall have no claim for damages or compensation for any delay or hindrance.
- f. No extension of time will be granted for any Authority caused delay or delay as defined in which (a) the performance of work would have been concurrently delayed by Contractor induced causes, including but not limited to an act or omission of the Contractor, or (b) remedies are included or excluded by any other Contract provision. Only the actual delay necessarily resulting from the causes specified in this Article shall be grounds for extension of time. Should the Contractor be delayed at any time for any period by two or more of the causes specified in this article, Contractor shall only be entitled to one time extension for the entire delay.
- g. Any time extension granted to Contractor shall not release the Contractor or surety from its obligations. Work shall continue and be carried on in accordance with the Contract provisions, unless formally suspended or terminated by the Authority.

N. AFFIRMATIVE ACTION

If this Agreement is funded in whole, or in part, by federal funds, Contractor and subcontractors holding a value of work of \$10,000 or more must submit a Monthly

Employment Utilization Report (Form 257) to the Authority Engineer by the fifth (5th) of each month or sanctions shall be applied for late submittal, non-submittal and incomplete forms returned to the Contractor and resubmitted after the due date.

The reporting period shall be for each calendar month.

The report shall include the information requested for each Contractor's aggregate work force (for all workers on all projects within Orange County) and not just for workers on this project.

If the form is not received by the fifth (5th) of the month, a deduction of ten (10%) (with a minimum of \$1,000 and a maximum of \$10,000) will be withheld from the monthly estimate at the option of the Authority.

The Contractor shall designate an Equal Employment Officer for the project and notify the Authority in writing whom that person is prior to beginning of work. All workers shall also be informed who the EEO Officer is.

O. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

If this Agreement is funded in whole, or in part, by federal funds, Contractor and subcontractors holding a value of work of \$10,000 or more shall comply with the Standard Federal Equal Employment Opportunity Construction Contract Specifications, set forth in 41 CFR Section 60-4.3, which are incorporated herein by this reference.

P. CONFLICT OF INTEREST

All Contractors responding to this Invitation For Bids 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, a Contractor is unable, or potentially unable to render impartial assistance or advice to the Authority; a Contractor's objectivity in performing the work identified in the specifications is or might be otherwise impaired; or a Contractor has an unfair competitive advantage. Contractor is obligated to fully disclose to the Authority in writing any conflict of interest issues as soon as they are known. All disclosures must be disclosed at the time of bid submittal.

Q. CODE OF CONDUCT

Contractor agrees to comply with the Authority's Code of Conduct as it related to Third-Party contracts, which is hereby referenced and by this reference is

incorporated herein. Contractor agrees to include these requirements in all of its subcontracts.

R. GOVERNMENT INSPECTIONS

The Authority and Federal Government representatives shall have access to the construction site and shall have the right to inspect all project works.

S. LICENSING, PERMITS AND INSPECTION COSTS

1. The Contractor warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, the County of Orange, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, Contractor warrants that its employees, agents, and Contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. Contractor further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. Contractor shall notify the Authority immediately and in writing of its employees', agents', Contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, and exemptions. Such inability shall be cause for termination of this Agreement.
2. Contractor shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

T. HAZARDOUS SUBSTANCES

1. CAL-OSHA Requirements

All flammable, corrosive, toxic, or reactive materials being bid must have a complete CAL-OSHA Safety Data Sheet (SDS) accompanying the submitted bid.

2. South Coast Air Quality Management District (SCAQMD)

All materials (paints, coatings, inks, solvents, and adhesives) shall comply with the volatile organic compounds (VOC) content requirements of the applicable SCAQMD rules.

3. Notice of Hazardous Substances

Title 8, California Code of Regulations, Section 5194 (e) (c), states that the employer must inform any Contractor employers with employees working in the employer's workplace of the hazardous substances to which their employees may be exposed while performing their work. In compliance with this requirement, the Authority hereby gives notice to all bidders that the following general categories of hazardous substances are present on the Authority's premises:

- Adhesives, sealant, patching, and coating products
- Antifreezes, coolants
- Cleaners, detergents
- Paints, thinners, solvents
- Pesticides, Petroleum products (diesel and unleaded fuel, oil products)
- Printing, photocopying materials
- Propane Welding materials/compressed gases (e.g., acetylene, oxygen, nitrogen)

More specific information may be obtained from the Authority's Safety and Benefits office at (714) 560-5854, and from Safety Data Sheets (SDS) for individual products.

4. Hazardous Waste Labels

Containers containing hazardous substances must be labeled with the following information:

- Identity of hazardous substance-chemical name, not manufacturer or trade name;
- Appropriate health warning relative to health and physical hazard; and
- Name and address of manufacturer or other responsible party.

All containers containing hazardous substances may be rejected unless containers are properly labeled. Containers of 55 gallons or larger must have either weather resistant labels or the information should be painted directly on the containers.

U. CHANGES IN LAWS AND REGULATIONS

CONTRACTOR shall at all times comply with all applicable state and local regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Agreement. CONTRACTOR's failure to so comply shall constitute a material breach of Contract.

V. MEDIA AND THE PUBLIC

Contractor shall immediately refer all inquires from the news media or other public

sources to the Authority's Project Manager, or designated representative, relating to this project.

W. COORDINATION AND ACCESS

Authority may undertake or award other contracts for additional work at the project site. Contractor is responsible for coordinating its work with the work of other Contractors as appropriate. The Contractor acknowledges that they do not have any exclusive access to the site or other work areas Authority may require that certain facilities and areas be used concurrently by the Contractors and others. Contractor shall cooperate fully with Authority Contractors/consultants that may be performing work in the construction area.

X. UTILITIES RELATED DELAYS

If, due to interruptions caused by the undocumented utilities, Contractor sustains loss which could not have been avoided by the judicious handling of forces, equipment and plant, there shall be paid to the Contractor that amount that the Authority may find to be a fair and reasonable compensation for the part of the Contractor's actual loss, that, in the opinion of Authority was unavoidable, determined as follow: Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a force account basis, as provided in Section F. Extra Work and Changes, Item 3,c. Equipment with the following exceptions:

1. The utility related delay factor for each classification of equipment shown in the Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates will be applied to that equipment rental rate.
2. The time for which the compensation will be paid will be the actual normal working time during which the delay condition exists, but in no case will exceed eight (8) hours in any one day.
3. The days for which compensation will be paid will be the calendar days, excluding Saturdays, Sundays and legal holidays, during the existence of the delay, except that when the rented equipment can be returned or used elsewhere on the project, then no payment will be made for utilities related delays.

Actual loss shall be understood to include no items of expense other than idle time of equipment and necessary payments for idle time of workers, and cost of extra moving of equipment. Compensation for idle time of equipment will be determined as provided in this section and compensation for idle time of workers will be determined as provided in Section F. Extra Work and Changes, Item 3, b. "Labor," and no markup will be added in either case for overhead and profit. The cost of extra moving of equipment will be paid for as extra work and changes as provided in Section F of General Provisions.

If performance of the Contractor's work is delayed as the result of the Utilities Related Delays, an extension of time determined pursuant to the provisions in Article 18. Termination for Default – Damages for Delay – Time Extensions will be granted.

Y. UTILITIES AND SUBSURFACE STRUCTURES

Contractor shall protect from damage utility and other subsurface structures that are to remain in place, be installed, relocated or otherwise rearranged (as used herein, rearranged includes installation, relocation, alteration or removal).

The right is reserved to the Authority, or their authorized agents, to enter upon the site for the purpose of making those changes that are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. Contractor shall cooperate with forces engaged in this work and shall conduct operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by the other forces. Wherever necessary, the work of Contractor shall be coordinated with the rearrangement of utility or other non-highway facilities, and Contractor shall make arrangements with the owner of those facilities for the coordination of the work.

Attention is directed to the possible existence of underground main or trunk line facilities not indicated on the plans or in the special provisions and to the possibility that underground main or trunk lines may be in a location different from that which is indicated on the plans or in the special provisions. Contractor shall ascertain the exact location of underground main or trunk lines whose presence is indicated on the plans or in the special provisions, the location of their service laterals or other appurtenances, and of existing service lateral or appurtenances of any other underground facilities which can be inferred from the presence of visible facilities such as buildings, meters and junction boxes prior to doing work that may damage any of the facilities or interfere with their service.

If Contractor cannot locate an underground facility whose presence is indicated on the plans or in the special provisions, the Contractor shall so notify the Authority in writing. If the facility for which the notice is given is in a substantially different location from that indicated on the plans or in the special provisions, the additional cost of locating the facility will be paid for as extra work as provided in Section F.

If Contractor discovers underground main, trunk lines or other structures and utilities not indicated on the plans or in the special provisions, Contractor shall immediately give the Authority and the Utility Company written notification of the existence of those facilities. Such facilities shall be located and protected from damage as directed by the Authority, and the cost of that work will be paid for as extra work as provided in Section F. Contractor shall, if directed by the Authority repair any damage which may occur to the main or trunk lines. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as extra work as provided in Section F. Damage due to Contractor's

failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.

Where it is determined by the Authority that the rearrangement of an underground facility is essential in order to accommodate the project work and the plans and specifications do not provide that the facility is to be rearranged, Authority will provide for the rearrangement of the facility by other forces or the rearrangement shall be performed by Contractor and will be paid for as extra work as provided in Section F.

When ordered by the Authority in writing, Contractor shall rearrange any utility or other subsurface structures necessary to be rearranged as a part of the project work and that work will be paid for as extra work as provided in Section F.

Should Contractor desire to have any rearrangement made in any utility facility, or other improvement, for the Contractor's convenience in order to facilitate the Contractor's construction operations, which rearrangement is in addition to, or different from, the rearrangements indicated on the plans or in the special provisions, the Contractor shall make whatever arrangements are necessary with the owners of the utility or other subsurface structure for the rearrangement and bear all expenses in connection therewith.

Contractor shall immediately notify the Authority of any delays to the Contractor's operations as a direct result of underground utilities or other structures which were not indicated on the plans or in the special provisions or were located in a position substantially different from that indicated on the plans or in the special provisions, (other than delays in connection with rearrangements made to facilitate the Contractor's construction operations or delays due to a strike or labor dispute). These delays will be considered utilities related delays within the meaning of Section X. Utilities Related Delays and compensation for the delay will be determined in conformance with the provisions in Section M. Contractor shall be entitled to no other compensation for that delay.

Z. LOCATION OF UNDERGROUND FACILITIES (OFFSITE WORK ONLY)

Contractor is required to obtain digging permits prior to start of excavation by contacting the appropriate permitting agencies 15 calendar days in advance. For the Offsite work scan the construction site with electromagnetic or sonic equipment, and mark the surface of the ground where existing underground utilities are discovered. Verify the elevations of existing piping, utilities, and any type of underground obstruction not indicated or specified to be removed but indicated or discovered during scanning in locations to be traversed by piping, ducts, and other work to be installed. Verify elevations before installing new work closer than nearest manhole or other structure at which an adjustment in grade can be made. Perform potholing to confirm location of all the utilities along the construction alignment prior to start of the construction. The Contractor is responsible for all costs associated with these investigations including the cost of equipment, labor

and materials required for any confined space entry.

AA. UNFORESEEN HAZARDOUS OR REGULATED MATERIALS

All known hazardous or regulated materials are indicated in the Contract documents. If material that is not indicated in the Contract documents is encountered that may be dangerous to human health upon disturbance during construction operations, stop that portion of work and notify Authority immediately. Intent is to identify materials such as PCB, lead paint, mercury, petroleum products, and friable and non-friable asbestos. Within 14 calendar days, the Authority will determine if the material is hazardous. If the material is not hazardous or poses no danger, the Authority will direct Contractor to proceed without change. If the material is hazardous and handling of the material is necessary to accomplish the work, Authority will contract with a qualified environmental remediation/hazardous materials removal Contractor for such remediation or removal as may be necessary. The remediation or removal will be performed in compliance with applicable State, Federal, and local environmental laws and regulations.

Contractor shall immediately notify the Authority of any delays to the Contractor's operations as a direct result of Unforeseen Hazardous and Regulated Materials. These delays will be considered utilities related delays within the meaning of Section Z. Utilities Related Delays and compensation for the delay will be determined in conformance with the provisions in Section M. Contractor shall be entitled to no other compensation for that delay.

BB. TRENCHING AND EXCAVATIONS

In the event the Contractor is required to dig any trench or excavation that extends deeper than four (4) feet below the surface in order to perform the work authorized under the Agreement, Contractor agrees to promptly notify the Authority in writing and before further disturbing the site, if any, of the conditions set forth below are discovered:

1. Materials that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

The Authority will promptly investigate the conditions, and if it determines that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a Change Order under the procedures described in the Agreement.

In the event that a dispute arises between the Authority and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

EXHIBIT E: COST & PRICE FORM

REQUEST FOR PROPOSALS (RFP) 4-2683

Enter below the proposed price for each of the work phases described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, and profits. The Authority's intention is to award a lump-sum design-build contract.

<u>Description</u>	<u>Price</u>
Task 1: Project Administration, Project Management, and Project Control	\$ _____
Task 2: Authorities Having Jurisdiction, Design Criteria, Code and Regulatory Compliance, Safety Requirements, and Site Conditions	\$ _____
Task 3: Architectural & Engineering Design	\$ _____
Task 4: Construction – Site Coordination and Mobilization	\$ _____
Task 5: Construction – Demolition, Earthwork, Soil Compaction Grouting, and Concrete Placement	\$ _____
Task 6: Construction – Dedicated Electrical Power Feed and Electrical Service Equipment	\$ _____
Task 7: Construction – Hydrogen Equipment	\$ _____
Task 8: Construction – Fire-Rated Walls, Fencing, Sliding Gates, and Safety Bollards	\$ _____
Task 9: Construction – LED Area Lighting, Video Surveillance System (VSS) Cameras, Signage, Paint Striping and Markings	\$ _____
Task 10: Construction – Hydrogen Detection Systems, Emergency Shutdown Systems, and Battery Backup Systems	\$ _____
Task 11: Construction – Maintenance Platform	\$ _____
Task 12: Inspections, Tests, Startup and Commissioning	\$ _____
Task 13: Training – Safety, Operations, and First Responder	\$ _____
Task 14: Back-to-Back Performance Testing and Performance Data	\$ _____

Task 15: Project Closeout – Project Documentation
Package, As-Builts, Warranty \$ _____

Task 16: Operations and Fuel Supply Services
During Training and Transition Period \$ _____

Task 17: All Other Work \$ _____

Total Price \$ _____

1. I acknowledge receipt of RFP 4-2683 and Addenda No.(s) _____
2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

EXHIBIT F: SAFETY SPECIFICATIONS

LEVEL 3 HEALTH, SAFETY AND ENVIRONMENTAL (HSE) SPECIFICATIONS

REQUIRED HSE SUBMITTAL SUMMARY

The contractor shall submit copies of the items listed below for contract scope work on OCTA projects and property. Copies shall be provided prior to contractor's mobilization onto OCTA projects and property. Contractor shall provide compliant written Health, Safety & Environmental (HSE) submittals within 30 days of the contract notice to proceed.

HSE submittals shall comply with the 1988 Drug Free Workplace Act, or the Department of Transportation (DOT), or the Federal Transportation Administration (FTA) requirements (according to OCTA procurement funding guidelines) and comply with the California Code of Regulations (CCR) Title 8 regulatory standards.

Contractor's established written programs/plans shall comply with CCR Title 8 regulatory standards. All HSE related programs/plans submitted to OCTA for acceptance shall be prepared and submitted by a qualified HSE professional who is recognized by an organization of industry standard (i.e., CSP, CIH, CHST, CHMM, etc.) and is experienced in developing compliant written HSE programs. The site safety HSE representative shall participate in the HSE submittal process.

1. Contractor shall provide a copy of Company's Injury Illness Prevention Program in accordance with CCR Title 8, Section 3203.
2. Contractor shall provide a copy of their Company HSE Policy/Procedure Manual, in compliance with CCR Title 8 Standards for awarded scope.
3. Contractor shall provide a copy of their Policy or Substance Abuse Prevention Program.
4. Contractor shall provide a copy of their Hazard Communication Program and SDS Management Program in compliance with CCR Title 8, Section 5194, Hazard Communication Standard.
5. On-Site HSE Representative:
On Facility Modification Projects, The Contractor shall submit a resume of the designated on-site qualified HSE Representative. The HSE Representative shall possess a current certification from the Board of Certified Safety Professionals (BCSP), plus five (5) years construction or scope agreement HSE experience enforcing HSE compliance on heavy or industrial construction project sites, the last two years of which have been administering HSE in the construction or scope discipline for which the Contractor is contracting with the Authority. The designated HSE Representative shall participate in all HSE related submittals through completion of scope.

On Capital Programs, The Contractor's on-site qualified HSE Representative shall be a Certified Safety Professional (CSP) with current standing from the Board of Certified Safety Professionals (BCSP) or a Construction Health and Safety Technician (CHST) with current standing from the (BCSP) or a Certified Industrial Hygienist (CIH) with current standing from the American Board of Industrial Hygiene (ABIH), or an equal professional HSE Certificate of standing from The

National Examination Board in Occupational Safety and Health (NEBOSH), that is acceptable to the Authority. The Contractor's on-site HSE Representative(s) shall provide a resume and have a minimum of seven (7) years heavy construction experience in administering HSE programs on heavy construction project sites, the last two years of which have been administering HSE in the construction/scope discipline for which Contractor is contracting with the Authority.

6. A Detailed Site Specific HSE Work Implementation Plan:
This plan shall be prepared and submitted by a recognized HSE professional experienced in developing compliant written HSE programs. Indicate the methods and procedures, and include the sequence of tasks as listed on the project schedule, include the hazards, tools and equipment, and the safe work practices to mitigate the hazards in a format acceptable OCTA. Specify safety measures in accordance with applicable Cal/OSHA standards, South Coast Air Quality Management District (SCAQMD) rules, National Fire Protection Association (NFPA), National Electric Code (NEC), American National Standards Institute (ANSI) codes and regulations, job hazard analysis, policies, procedures, HSE training requirements and known and potential hazards of Contractor's scope. Plans shall be prepared as specified above, and may require if necessary a professional engineer licensed to practice in the state of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.

PART I – GENERAL

1.0 GENERAL HEALTH, SAFETY AND 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 including California Department of Transportation safety requirements and special provisions. Additionally, manufacturer requirements are considered incorporated by reference, as applicable, to this scope of work.
- B. Observance of unsafe acts or conditions, serious violation of health and safety standards, non-conformance of Authority HSEC requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor may be reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. 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.
- D. 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.

- E. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with the Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
- F. The Contractor shall instruct all its employees, and all associated subcontractors under contract with the Contractor who works on Authority projects in the following; recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.

PART II – SPECIFIC REQUIREMENTS

2.0 While these safety specifications are intended to promote safe work practices, Contractors are reminded of their obligation to comply with all federal (Code of Federal Regulations (CFR) Sections 1926 & 1910 Standards), state (CCR Title 8 Standards), local and municipal safety regulations, and Authority health, safety and environmental requirements applicable to their project scope. Failure to comply with these standards may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

2.1 REQUIRED DOCUMENTATION / REPORTING REQUIREMENTS

The Contractor at a minimum shall provide the following documents to the Authority's Project Manager. Items A through E below shall be submitted and accepted by the Authority's Project Manager prior to Contractor mobilization. Item F upon each occurrence, and for items G through K, contractor shall verify the following documentation is in place, prior to and during contract scope and make the same available to the Authority upon request within 72 hours.

Contractor's established written programs/plans shall comply with CCR Title 8 regulatory standards. All new programs/plans shall be prepared and submitted by a qualified HSE professional who is recognized by an organization of industry standard (i.e., CSP, CIH, CHST, STS, CHMM, etc.) and is experienced in developing compliant written HSE programs. The site safety HSE representative shall participate in the scope submittal process.

- A. A Comprehensive Project Specific Health, Safety, and Environmental (HSE) Work Plan.
 - a. The Contractor shall develop a site project plan that may include, but is not limited to: Permits, Evacuation, Emergency Plan, Roles and Responsibilities, Scope and Construction Activity Details, Constructability Review, Contractor Coordination Process, Safe Work Methods, Hazard

Identification & Risk Control, First Aid and Injury Management, Emergency Procedures, Public Protection, Authority and Contractor Site Rules, Incident Reporting and Investigation, Specialized Work or Licensing, Training and Orientation Requirements, Chemical Management, and Subcontractor Management.

- b. A Detailed Site Specific HSE Implementation Plan: This plan shall be prepared and submitted by a recognized HSE professional (current BCSP Certification in good standing, i.e., CSP, CHST, OHST) experienced in developing compliant written HSE programs, acceptable to OCTA. Indicate the methods and procedures, and include the sequence of tasks as listed on the project schedule, include the hazards, tools and equipment, and the safe work practices to mitigate the hazards in a format acceptable OCTA. Specify safety measures in accordance with applicable Cal/OSHA standards, SCAQMD rules, NFPA, NEC, ANSI codes and regulations, job hazard analysis, policies, procedures, HSE training requirements and known and potential hazards of Contractor's scope. Plans shall be prepared as specified above, and may require if necessary a professional engineer licensed to practice in the state of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.
- B. Contractor shall provide a copy of their Company HSE Policy/Procedure Manual, in compliance with CCR Title 8 Standards for awarded scope.
- C. Contractor shall provide a copy of Company's Injury Illness Prevention Program in accordance with CCR Title 8, Section 3203.
- D. Contractor shall provide a copy of their Policy or Substance Abuse Prevention Program that complies with the 1988 Drug Free Workplace Act.
- E. Contractor shall provide the resume and qualifications/certifications of assigned project designated Onsite HSE Representative for this scope as identified in section 2.3 of this specification.
- F. Accident/Incident investigation report within 24 hours of event (immediate verbal notification to Authority Project Manager, followed by Written Report).

The following required documentation shall be provided to the Authority's Project Manager, upon Authority request, within 72 hours.

- G. A copy of Contractor weekly site safety inspection report with status of corrections, upon request, within 72 hours.
- H. Contractor shall provide a copy of the Contractors and subcontractors competent person list (submit to Authority Project Manager, upon Authority request, within 72 hours).

- I. Contractors and subcontractors training records for qualified equipment operators, electrical worker certification (NFPA 70E), confined space training, HAZWOPER training, and similar personnel safety training certificates as applicable to the agreement scope and as requested by the OCTA Project Manager and/or HSEC department, upon Authority request, within 72 hours and prior to starting or during the scope activity (submit to Project Manager).
- J. A monthly report that includes number of workers on project, a list of subcontractors, work hours (month, year to date, & project cumulative) of each contractor, labor designation, OSHA Recordable injuries and illnesses segregated by medical treatment cases, restricted workday cases, number of restricted days, lost workday cases, and number of lost work days, and recordable incident rate. Contractor shall provide to the Authority, upon request, within 72 hours.
- K. TRAINING DOCUMENTATION

To ensure that each employee is qualified to perform their assigned work, when applicable to scope work, Contractor shall verify training documentation is in place, prior to and during contract scope, and make available to the Authority, upon request, within 72 hours. Training may be required by the Authority or CCR Title 8 Standards and required for activity on Authority's property and/or Authority projects. Contractor shall provide to Authority, upon request, within 72 hours.

2.2 HAZARD COMMUNICATION (CCR Title 8, Section 5194)

- A. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to chemical use on Authority property and/or project work areas the Contractor shall provide to the Authority Project Manager copies of Safety Data Sheet (SDS) for all applicable products used, if any.
- B. All chemicals including paint, solvents, detergents and similar substances shall comply with SCAQMD Rules 103, 1113, and 1171.

2.3 DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE

- A. Before beginning on-site activities, the Contractor shall designate an On-site HSE Representative. 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.
- B. The Contractor's on-site qualified HSE Representative for all Authority projects is subject to acceptance by the Authority Project Manager and the HSEC Department Manager. All contact information of the On-site HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager.

QUALIFICATIONS – On Capital Programs, the Contractor shall submit a resume of the full time, on-site qualified HSE Representative(s) who reports directly to the Contractor's Project Manager or Superintendent, and who is responsible for HSE oversight for field operations on the project no later than ten (10) days after receipt of Notice to Proceed, and prior to mobilization. The Contractor's On-site HSE Representative(s) shall have a minimum of seven (7) years heavy construction experience in administering HSE programs on heavy construction project sites, the last two years of which have been administering HSE in the construction discipline for which Contractor is contracting with the Authority. The Contractor's On-site HSE Representative shall be a Certified Safety Professional (CSP) with current standing from the Board of Certified Safety Professionals (BCSP), or a Construction Health and Safety Technician (CHST) with current standing from the BCSP or a Certified Industrial Hygienist (CIH) with current standing from the American Board of Industrial Hygiene (ABIH), or an equal professional HSE Certificate of standing from The National Examination Board in Occupational Safety and Health (NEBOSH), that is acceptable to the Authority. The Contractor's On-site HSE Representatives(s) shall be on site during all operational hours. The On-site HSE Representative(s) shall set up, carry forward and aggressively and effectively maintain the project specific safety program and IIPP covering all phases of the work. If at any time the Contractor wishes to replace their On-site HSE Representative(s), the Contractor must provide written notice thirty (30) days prior to change of personnel to the Authority. The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the scope work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Authority who may be involved. This requirement applies continuously and is not limited to normal working hours. The designated HSE Representative shall participate in all HSE related submittals. The Authority reserves the right to allow for an exception to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.

On Facility Modification Projects, the Contractor shall submit a resume of the full time qualified on-site HSE Representative who reports directly to the Contractor's Project Manager or Superintendent, and who is responsible for safety oversight for field operations on the project no later than ten (10) days after receipt of Notice to Proceed, and prior to mobilization. The Contractor's On-Site HSE Representative shall hold a current certification from the BCSP, plus five (5) years construction or scope HSE experience enforcing HSE compliance on heavy construction or industrial construction project sites, the last two years of which have been administering HSE in the construction or scope discipline for which Contractor is contracting with the Authority. The Contractor's On-site HSE Representative(s) shall be on site during all operational hours. The designated HSE Representative shall participate in all 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.

1. Capital Programs may include, but are not limited to, projects involving demolition and construction of; heavy construction, rail projects, highway projects, parking lots and structures, fuel stations, building construction, facility modifications, bus base construction, EPA/DTSC remediation, AQMD air or soil monitoring, fuel tank removal or modification, major bus base modifications, handling potential hazardous waste projects, and similar projects as deemed a Capital Program at the sole discretion by the Authority.
 2. Facility Modification Projects may include, but are not limited to, projects involving minor demolition and construction or improvement projects for transportation centers, bus base sites and/or building modifications, equipment and/or building upgrades, and similar projects as deemed a Facility Modification Project at the sole discretion by the Authority.
 3. 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.
 4. 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.
- C. The Contractor shall designate a Competent Individual for each task, as required by Cal-OSHA standards or laws. The task Competent Individual shall be responsible for the prevention of accidents. If the Authority or any public agency with jurisdiction notifies the Contractor of any claimed dangerous condition at the site that is within the Contractor's care, custody or control, the Contractor shall take immediate action to rectify the condition at no additional cost to the Authority. The Contractor shall be responsible for the payment of all fines levied against the Authority for deficiencies relating to the Contractor's supervision or conduct and/or control of the scope agreement.
- D. On Facility Modification Projects, the Authority Project Manager reserves the right to require the Contractor to provide one additional full-time safety representative with qualifications as identified in section 2.3 (C), above whenever the number of individuals from the Contractor, its subcontractors, suppliers, and vendors meets or exceeds 15 workers, there are multiple scope work sites, or as warranted by the scope of work at the sole discretion by the Authority.
- E. On Capital Programs, the Authority's Project Manager reserves the right to require the Contractor to provide one additional full-time safety representative with qualifications as identified in item 2.3 (C) above whenever the number of individuals from the Contractor, its subcontractors, suppliers, and vendors meets or exceeds 50 workers, or is warranted by the scope of work.

2.4 SITE HSE ORIENTATION

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, a copy of the HSE orientation attendance list shall be provided to the Authority Project Manager. The safety orientation, at a minimum, shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 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.

2.5 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents:

1. Damage to Authority property (or incidents involving third party property damage);
2. Reportable and/or recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
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 general public that arise from the performance of Authority contract work. An initial immediate verbal notification, followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.

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, the contributing factors that led to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

C. A Serious Injury, Serious Incident, OSHA Recordable Injury / Illness, or 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 senior executive from the Contractors' organization to participate in the presentation. The serious incident presentation shall include action taken for the welfare of

the injured, a status report of the injured, causation factors leading to the incident, a root cause analysis, 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.
2. Serious Incident: includes 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, 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.

2.6 REGULAR INSPECTIONS & THIRD PARTY INSPECTIONS

- A. Frequent and regular inspections of the project jobsite shall be made by the Contractor's On-site HSE Representative, or another Competent Individual designated by the Contractor. Unsafe acts and/or conditions noted during inspections shall be corrected immediately.
- B. The Contractor is advised that representatives of regulatory agencies (i.e., CAL-OSHA, EPA, SCAQMD, etc.), upon proper identification, are entitled to access onto Authority property and projects. The Authority Project Manager shall be notified of their arrival as soon as possible.

2.7 ENVIROMENTAL 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.
- E. If the Contractor encounters on the site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or other Hazardous Substance (as defined in California Health and Safety Code, and all regulations pursuant thereto) which has not been rendered harmless, the Contractor shall immediately stop work in that area affected and report the condition to the Authority in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the Authority and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) or other hazardous substance and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB) or other hazardous substance, or when it has been rendered harmless, by written agreement of the Authority and the Contractor, or in accordance with a final determination by an Environmental Consultant employed by the Authority.
- F. The Contractor shall not permit any hazardous substances to be brought onto or stored at the Project Site or used in the construction of the work, except for specified materials and commonly used construction materials for which there are no reasonable substitutes. All such materials shall be handled in accordance with all manufacturers' guidelines, warnings and recommendations and in full compliance with all applicable laws. All notices required to be given with respect to such materials shall be given by the Contractor. The Contractor shall not intentionally release or dispose of hazardous substances at the Project Site or into the soil, drains, surface or ground water, or air, nor shall the Contractor allow any Sub-Contractor, subcontractor or supplier or any other person for whose acts the Contractor or any subcontractor, vendor or supplier may be liable, to do so. For purposes of Contract Documents, "hazardous

substance” means any substance or material which has been determined or during the time of performance of the work is determined to be capable of posing a risk of injury to health, safety, property or the environment by any federal, state or local governmental authority.

2.8 VEHICLE AND ROADWAY SAFETY REQUIREMENTS

- A. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, are identified by company name and/or logo, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- B. Personal vehicles belonging to Contractor employees shall not be parked on the traveled way or shoulders including any section closed to public traffic, or areas of the community that may cause interference or complaints
- C. The Contractor shall comply with California Department of Transportation safety requirements and special provisions when working on highway projects.
- D. The Contractor shall conform to American Traffic Safety Services Association (Quality Standard for Work Zone Control Devices 1992).

2.9 LANGUAGE REQUIREMENTS

For safety reasons, the Contractor shall ensure employees that do not read, or understand English, shall be within visual and hearing range of a bilingual supervisor or responsible designee at all times when on the Authority property or projects.

2.10 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

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.

- A. RESPIRATORS (CCR Title 8, Section 5144) - The required documentation for training and respirator use shall be provided to the Authority’s Project Manager upon request within 72 hours. All compliance documentation as required by CCR Title 8, Section 5144, Respiratory Protective Equipment.
- B. EYE PROTECTION – The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.
- C. BUS BASE – Minimum PPE required includes but is not limited to; Eye protection, class 2 reflective vest, steel toe or construction type footwear that meets ANSI Z41 1991 are recommended.

- D. CONSTRUCTION PROJECTS - Minimum PPE required includes but is not limited to; hard hat, eye protection, hand protection, class 2 reflective vest, safety toe footwear that meets ANSI Z41 1991 are recommended.
- E. HARD HATS: Approved hard hat that meet ANSI Z89. 1 (latest revision). Hard hats should be affixed with the company/agency logo and/or name. The bill shall be worn forward. Metal hard hats and cowboy style are forbidden on Authority projects.
- F. FOOTWEAR: Enclosed leather that covers the ankles, such as a construction type boot. Employees shall not wear casual dress shoes, open toe, sneakers, sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal in construction work areas. Safety toe footwear that meets ANSI Z41 1991 are recommended on construction sites and in operating facilities.
- G. CLOTHING/SHIRTS: minimum or waist length shirts with sleeves (4" minimum).
- H. CLOTHING/TROUSERS: Cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. No sweat pants, or trousers with holes.

2.11 AERIAL DEVICES (CCR Title 8, Section 3648)

Aerial devices are defined in CCR Title 8 as any vehicle-mounted or self-propelled device, telescoping extensible or articulating, or both, which is primarily designed to position personnel. If aerial devices are to be used, the required documentation in CCR Title 8, Section 3648 shall be provided to the Authority's Project Manager, upon request, within 72 hours.

2.12 CONFINED SPACE ENTRY (CCR Title 8, Section 5157)

Before any employee will be allowed to enter a confined space, the required documentation as required by CCR Title 8, Section 5157 shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- A. RECOMMENDED: a copy of the most recent calibration record for each air monitoring unit, 3-gas monitor or "sniffer" to be used by the Entry Supervisor prior to entering permit-required confined spaces.

2.13 CRANES

- A. Crane activity shall comply with 29 CFR 1926.550, CCR Title 8 Standards, manufacture's recommendations and requirements, applicable American Society of Mechanical Engineers (ASME), and ANSI Standards. In addition, Contractor shall comply with the following requirements: Prior to using mobile cranes, the Contractor shall provide to the Authority Project Manager, items I,

2 & 3 of the following documentation a minimum of seven (7) days prior to activity, and item 4 on each day of crane activity.

1. Cranes require a submittal of the annual certification, and copy of the cranes most recent quarterly inspection.
 2. A copy of each crane operator's qualification (NCCCO or equivalent) of company-authorized crane operators that have been properly trained in the equipment's use and limitations. Operator certification as required by CCR Title 8, Section 5006.1.
 3. A rigging plan is required for all lifts. Critical lifts require an engineered plan designed by a registered professional engineer licensed in the State of California.
 4. Contractor shall provide the name and qualifications of each "Qualified Rigger" as defined by OSHA.
 5. Rigging scope activity shall comply with 29 CFR Subparts 1926.250, 1929.753 and CCR Title 8 Standards.
 6. All rigging equipment shall be free from defects, in good operating condition and maintained in a safe condition.
 7. Rigging equipment shall be inspected by a designated, competent employee prior to initial use on the project, prior to each use, and documented inspections performed regularly. Records shall be kept on jobsite of each of these inspections by contractor and be made available to the Authority upon request within 72 hours.
 8. Only one (1) sling eye should be in a hook, for multiple slings a shackle shall be used to prevent separation of slings, and prevent stress on weak points of the hook.
 9. Contractor shall prepare a documented daily crane inspection report.
- B. Pick and carry with rubber tired cranes is forbidden on Authority projects.

C. Engineered Critical Lifts

A critical lift is established where any one of the following conditions are created:

1. Where in the crane's current configuration at any point during the lift, a gross load weight exceeds 75% of the capacity of the crane.
2. A gross weight equal to, or greater than 10 tons.
3. Lifts over buildings, equipment, public roadways, structures, or power lines.

4. A single lift where two or more cranes are used, including tandem lifts and tailing cranes.
5. Lifts made in close proximity of power lines, as defined by CCR Title 8 voltage clearance specifications.
6. Lifts involving helicopters, and specialized or unique and complex rigging equipment.
7. Hoisting of suspended work platforms.
8. Static tower crane erection and dismantlement.
9. Making lifts below the ground level where the crane is positioned.
Note: Where the below the ground lift is minimal (evaluated by California registered professional engineer), a critical lift plan may not be required.

D. Critical Lift Plan

Where a critical lift will be performed, a written critical lift plan shall be submitted to the Authority Project Manager prior to commencing with the lift. The written plan shall include the following:

1. Crane manufacturer, capacity, and all specifications for the configuration to be used for the lift.
2. Load chart data for the crane to be used to make the lift. Total calculated weight of the load to be lifted including all rigging and other deductions consistent with the manufacturer's load chart.
3. Engineering data shall be provided on the hook assembly (manufacturer's certification or independent laboratory testing and load testing within the past 60 days), below-the hook rigging, and all specialized below-the-hook lifting devices.
4. Diagrams of the lift that provides geometrical conditions of the load, rigging, and all crane positions during the lift. The drawing shall provide the following:
 - A. Locations of all components to be lifted prior, during and after the lift is completed.
 - B. Radius points.
 - C. Swing patterns.

- D. In the event that the lift must be aborted, positions where the load may be safely landed.
 - E. Areas where any personnel, public, and vehicles must be evacuated during the lift.
5. Potential ground loading for each point of contact by the crane in selected locations in which the crane will perform the critical lift.
 6. Soil and subsurface data and information pertaining to the location on which the crane used for the critical lift will be positioned. This information shall be procured from an authoritative source such as a geotechnical engineer or a professional civil engineer registered in the state of California.

Note: *This information may be available from the Authority for selected locations on some projects.*

7. An engineer shall use the data provided in #5 and #6 above to verify and confirm the following:
 - A. That the soil and subsurface conditions are capable of supporting all loads imposed during the critical lift.
 - B. That the designs of cribbing and other supports used under the crane load points are appropriate to safely transfer such loads.
8. Signature and stamp on the plan by a California registered professional engineer, evidencing review of the plan as meeting the requirements that all loads and load information and calculations contained in the plan are approved, acceptable and safe to perform.
9. Operator qualifications.
10. Method by which communication will be provided to the crane operator. (Designated signal person, two-way radio, hard wire phone system, etc.).
11. A critical lift hazard analysis which identifies the particular hazards (including weather, wind, obstructions, etc.) associated with the lift and the means and methods to reduce, mitigate, or eliminate the hazards.
12. Emergency action plan.
13. Documentation of lift and pre-job meeting shall be conducted by Contractor's Project Manager.

The written plan shall be submitted 7 days prior to any critical lift for review by the Authority Project Manager and the Authority HSEC department. No critical lifts shall be conducted prior to such review.

E. OVERHEAD CRANES

Before using the Authority overhead cranes, each Contractor shall designate a limited number of employees to attend a training session on the use and limitations of overhead cranes with designated Authority personnel.

2.14 DEMOLITION OPERATIONS (CCR Title 8, Section 1734)

Before starting demolition activities the required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours. Contractor shall provide all compliance documentation as required by CCR Title 8 Article 31.

- A. The Contractor shall be responsible for visiting and examining the project site to assess and personally determine the extent of demolition, associated work, debris removal, disposal and general work to be done under this section.
- B. The Contractor shall take possession of all demolished materials, except as noted otherwise in the Contract Documents, and be responsible for disposing of them in accordance with applicable laws and regulations. On-site burning or burial of demolition materials will not be permitted.
- C. Provide continuous noise and dust abatement as required, preventing disturbances and nuisances to the public, workers, and the occupants of adjacent premises and the surrounding areas. Dampen areas affected by demolition operation as necessary to prevent dust nuisance.
- D. Site demolition plan: Indicate methods, procedures, equipment, and structures to be employed. Specify safety measures in accordance with applicable codes including signs, barriers, and temporary walkways. Plans shall be prepared by a qualified person (CSP, CIH, CHST, CHMM, etc.), or as necessary by a professional engineer licensed to practice in the State of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.
- E. Equipment, haul routes, and disposal sites to be used in the demolition and disposal work. Copy of manifests showing delivery of disposed materials in accordance with the plan and permit conditions. Certification that all demolished materials removed from the site have been disposed of in accordance with applicable laws and regulations.

2.15 EXCAVATION OPERATIONS (CCR Title 8, Section 1541)

Before starting excavation activities more than 5 feet deep into which people shall enter, the required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours. All compliance documentation shall comply with the following CCR Title 8, Section 1541 requirements:

- A. A copy of the Contractor's Excavation Permit.
- B. Attention is directed to the applicable sections of the Labor Code concerning trench excavation safety plans, "Trench Safety." Excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from the Engineer of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of that trench and any design calculations used in the preparation of the detailed plan. Excavations 20 feet or greater shall be engineered and plan stamped by a California registered professional engineer.
- C. The detailed plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during the excavation. No plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health. If the plan complies with the shoring system standards established by the Construction Safety Orders, the plan shall be submitted at least five (5) days before the Contractor intends to begin excavation for the trench.
- D. Excavations and trenches shall be inspected by a "Competent Person" daily and after every rainfall to determine if they are safe. Daily inspections shall be recorded. Documentation is to be kept on site and available for review upon request.
- E. Excavations are considered class 'C' soil unless documented testing in accordance with 29 CFR Subpart P, Section 1926.650 and CCR Title 8 Standards supports a class 'B' soil classification and is confirmed and stamped by a California registered professional engineer. In no case will excavations be classified as class 'A' soil.

2.16 FALL PROTECTION (CCR Title 8, Sections 1669-1671)

The following standards are required when performing work on Authority property. The required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- A. Fall protection is required for workers exposed to falls in excess of six (6) feet.
- B. When conventional fall protections methods are impractical or create a greater hazard, a written plan in conformance with CCR Title 8, Article 24, shall be submitted to the Authority a minimum of seven (7) days in advance of the scheduled activity.

2.17 FORKLIFTS, BACKHOES AND OTHER INDUSTRIAL TRACTORS (CCR Title 8, Section 3664)

CCR Title 8 defines backhoes as "industrial tractors". All compliance documentation shall be provided as required by CCR Title 8, Section 3664. The following required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours:

- A. A copy of each operator's certificate or a list of company-authorized industrial tractor operators that have been properly trained in the equipment's use and limitations. Please state which equipment, and model each operator has been authorized to operate (i.e. forklifts, backhoe, bulldozer, front-end loader, etc.).

2.18 ELECTRICAL OPERATIONS

HIGH VOLTAGE (CCR Title 8, Sections 2700-2974)

Any work on electrical equipment defined by OSHA as high-voltage, at or above 600 volts, requires specialized training certifications and personal protective equipment. Before any high-voltage work commences, the Authority Project Manger must be notified and must provide approval. The following required NFPA 70E certification and a certificate of training from a recognized organization of a two day high voltage safety training course shall be provided to the Authority's Project Manager, upon request, within 72 hours:

- A. A list of the name(s) of the company-designated high voltage Qualified Electrical Worker(s)

LOW VOLTAGE (CCR Title 8, Sections 2299-2599)

Only qualified persons shall work on electrical equipment or systems.

- A. Electrical Certification of Training; Contractor employees working on or around electrical panels, wiring, motors, electrical energy sources or similar electrical devices shall have attended a NFPA 70E, Electrical Safety Course and provide to the OCTA Project Manager a copy of employees' NFPA 70E qualification certificate of training for each employee assigned to electrical tasks on OCTA property or projects.

2.19 POWDER-ACTUATED TOOLS (CCR Title 8, Section 1685)

Before using tools such as "Hilti guns" or other powder-actuated tools, the following required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- A. A copy of each qualified person's valid operator card.

2.20 SCAFFOLDS (CCR Title 8, Sections 1635.1-1677)

Scaffold erection shall be in compliance with CCR Title 8 Standards. All compliance documentation shall be provided as required by CCR Title 8, Sections 1635.1-1677. In addition, the Contractor shall comply with the following additional requirements.

- A. All scaffolds on Authority project shall be inspected by a competent person qualified for scaffolds in accordance with CCR Title 8 Standards.

- B. Contractor shall arrange for a third party inspection, at least quarterly, by a credentialed professional (insurance carrier, scaffold manufacturer representative, or similar) in addition to the contractors daily self inspections.
- C. A proper scaffold inspection and tagging system shall be maintained identifying compliance status (Example: Green/safe, Yellow/modified-fall protection required, Red/unsafe-do not use).
- D. Contractor shall have a fall protection plan that meets CCR Title 8 Standards for scaffold erectors, an erection/dismantling plan shall be submitted to Authority Project Manager for review prior to start of activity.
- E. Scaffold erection/dismantling shall install handrails beginning on the first level above ground erected, and erectors shall plan erection and dismantling in a manner to maximize handrail protection and minimize employees at unprotected areas.

2.21 WARNING SIGNS AND DEVICES

Signs, signals, and/or barricades shall be visible at all times when and where a hazard exists. Overhead tasks, roofing tasks, excavations, roadwork activity, demolition work, and other recognized hazards shall have guardrail protection, warning barricades, or similar protective measures acceptable to the Authority's Project Manager. Signs, signals, and/or barricades shall be removed when the hazard no longer exists.

2.22 STEEL ERECTION

Steel Erection scope activity shall comply with 29 CFR Subpart R, Section 1926.750, and CCR Title 8 Standards. In addition to OSHA Standards, Contractor shall comply with the following requirements.

- A. Erection planning should incorporate installation methods using aerial devices (man-lifts) and elevated work platforms (scissor lift) to minimize fall hazards of climbing steel where possible. A detailed written job safety analysis (JSA) shall identify installation methods, equipment, and control methods to minimize potential fall hazards.
- B. The Contractor shall not allow any employee to walk the steel unprotected from falls. Contractor employees must be tied-off and "coon" the beam until safety cables are provided to which employees shall use 100% tie-off protection. Two lanyards are required to ensure 100% tie-off protection.
- C. A safe means of access to the level being worked shall be planned. Climbing and sliding down columns are not considered safe access and are forbidden on Authority projects.
- D. A qualified rigger shall inspect the rigging prior to each shift and each lift.

- E. Multiple lift rigging (Christmas Treeing) lifts are forbidden on Authority property and controlled projects.

2.23 AUDITS

- A. The Authority may make periodic patrols of the project site as a part of its normal security and safety program. The Contractor shall not be relieved of its aforesaid responsibilities and the Authority shall not assume same, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor, as a result of safety patrols by the Authority.
- B. The Authority may audit the Contractor's safety program for HSE compliance at various intervals of the project, at the sole discretion of the Authority. Elements may include, but are not limited to: OSHA injury & illness records and logs, Job Safety Analysis and safety plans, equipment operator licenses and training records, incident reports, meeting minutes, engineered plans, safety meeting records, crane and rigging plans, equipment inspection records, qualifications of and interviews with key Contractor management personnel, and other similar information. The Contractor shall support and cooperate with these audits at no additional compensation or schedule impacts with this contract.

2.24 RAILWAY SAFETY PRECAUTIONS

- A. Work on operating railways shall be in compliance with 49 CFR, Part 214, CCR Title 8 Standards, and the Southern California Regional Rail Authority (SCRRA).
- B. New construction rail projects require that all employers and contractors are responsible to assure employees are trained and understand on-track safety procedures, and follow roadway worker rules identified in 49 CFR, Part 214, CCR Title 8, SCRRA, the California Department of Transportation (CalTrans), and OCTA HSE Construction Management Requirements (i.e., item E references).
- C. Minimum PPE for workers include hard hat, safety glasses, orange (i.e., rail company approved color) class 2 reflective vest, safety toe footwear that meets ANSI Z41 1991 (lace-up type over the ankle) and hearing protection (on person and worn as necessary).

2.25 FINES

The Contractor shall be responsible for the payment of all fines levied against the Authority for HSE violations arising from or related to activities over which Contractor has responsibility per the contract..

2.26 COMPLIANCE COSTS

Compliance with Health, Safety and Environmental Compliance identified in these aforementioned Authority Safety Specifications shall be at the expense of the Contractor, and included in Bid Documents to the Authority for the Contractor's scope. The Authority shall incur no additional cost or schedule impacts by Contractor, for compliance with California Construction Safety Orders, CCR Title 8 Standards, Federal OSHA Standards, and the Authority Safety Specifications for the protection of persons and property.

2.27 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. CFR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. USACE Construction Quality Management Manuel (EM-385-1-1)
- E. Construction Industry Institute (CII)
- F. OCTA Construction Management Procedures Manual
- G. OCTA Yard Safety Rules

END OF DOCUMENT

EXHIBIT G: PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
hereinafter referred to as "Contractor", as principal, and _____
as surety, are held and firmly bound unto the Orange County Transportation Authority,
State of California, in the sum _____
Dollars, (\$ _____), lawful money of the United States of America,
for the payment of which sum, well and truly to be made, we bind ourselves, jointly and
severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into the annexed
Agreement with the Orange County Transportation Authority for the **RFP 4-2683,**
**“Design-Build of the Hydrogen Fueling Station and Facility Modifications at Garden
Grove Bus Base,”** as specified in said Agreement, which is incorporated herein to this
bond by reference, and is required under the terms of said Agreement to give this bond
in connection with the execution thereof;

NOW THEREFORE, if the said Contractor shall well and truly do and perform all of the
covenants and obligations of said Agreement on his part to be done and performed at the
times and in the manner specified herein, then this obligation shall be null and void,
otherwise it shall be and remain in full force and effect; and in the event said Contractor
fails to fully perform all requirements in accordance with the terms and conditions of said
Agreement, then surety shall enforce performance by the Contractor or shall pay the
Orange County Transportation Authority for the same in an amount not exceeding the
amount specified in this bond; and, further, if in the event suit is brought upon this bond
then said surety shall pay the Orange County Transportation Authority for reasonable
attorneys' fees to be fixed by the court;

PROVIDED, that any changes in the work to be done, or the material to be furnished,
whether or not made pursuant to the terms of said contract, shall not in any way release
either the Contractor or the surety there under, nor shall any extensions of time granted
under the provisions of said contract release either the Contractor or the surety, and
notice of such changes or extensions of the contract is hereby waived by the surety.

WITNESS our hands this _____ day of _____, 202_.

(SEAL)

(Contractor)
By _____

Approved:

(Title)

(SEAL)

(Surety)
By _____

EXHIBIT H: PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
hereinafter referred to as "Contractor", as principal, and _____
as surety, are held and firmly bound unto the Orange County Transportation Authority,
State of California, in the sum _____
Dollars, (\$ _____), lawful money of the United States of America, for
the payment of which sum, well and truly to be made, we bind ourselves, jointly and
severally, firmly by these presents.

The Condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Agreement with the ORANGE COUNTY TRANSPORTATION AUTHORITY for the **RFP 4-2683, "Design-Build of the Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base,"** as specified in said Agreement, which is incorporated herein to this bond by reference, and is required under the terms of said Agreement to give this bond in connection with the execution thereof;

NOW, THEREFORE, if said Contractor or a subcontractor fails to pay any of the persons named in Section 9100 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of said Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then said surety will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court. This bond shall inure to the benefit of all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to such persons or their assigns in any suit brought upon this bond. This bond shall be subject to and include all of the provisions of Title 3 of Part 64 of Division 4 of the Civil Code of California relating to Payment Bond for Public Works, including but not confined to, Civil Code Sections 8150 – 8154, inclusive and Sections 9550 - 9566, inclusive.

PROVIDED, that any changes in the work to be done or the material to be furnished, whether or not made pursuant to the terms of said contract, shall not in any way release either the Contractor or the surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the surety, and notice of such alterations or extensions of the contract is hereby waived by the surety.

PAYMENT BOND, PAGE 2

WITNESS our hands this _____ day of _____, 202_.

(SEAL)

(Contractor)

By _____

(Title)

Approved:

(Surety)

(SEAL)

By _____

EXHIBIT I: GUARANTY

GUARANTY

The undersigned, as "Contractor," guarantees to the Orange County Transportation Authority that the materials furnished and the completed installation work, and the related work performed by the Contractor pursuant to Agreement No. **C-4-2683, "Design-Build of the Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base"**.

- A. For a period of one (1) year from the date of completion, as evidenced by the date of final acceptance of the work by the Authority, the Contractor warrants to the Authority that work performed and materials furnished under this Contract conforms to the Contract requirements and shall be free from any defect in design, material or workmanship performed by the Contractor or its subcontractors or suppliers. Notwithstanding the foregoing, Contractor shall not be liable for any defects of design, material or equipment provided by Authority.
- B. Under this guaranty, the Contractor shall remedy at its own expense any such failure to conform or any such defect.
- C. Nothing in the above intends or implies that this warranty shall apply to work, which has been abused or neglected by the Authority.
- D. This guaranty shall be in addition to the other guarantees and warranties specified in the Agreement and shall be enforceable concurrently with, or in lieu of, said other guarantees.

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after the date on which the work is accepted by the Authority, the undersigned agrees to reimburse the Authority, upon demand, for its expenses incurred in restoring any such equipment or materials replaced and the cost of removing and replacing any other work without cost to the Authority so that said work will function correctly as originally contemplated.

The Authority shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Authority elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Authority. If the undersigned shall fail or refuse to comply with its obligations under this guaranty, the Authority shall be entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reasons of the said failure or refusal.

GUARANTY, PAGE 2

Subscribed and sworn to before me

Name

this ___ day of _____, 202_

Title

Seal of Notary

Signature

Notary Public

Date

EXHIBIT J: CCO FORM



**CONTRACT
CHANGE
ORDER**

DATE:

PROJECT	OCTA NO	CONTRACT NO.	SUPPL NO.	CHANGE REQUESTED BY:
			N/A	<input type="checkbox"/> OWNER <input type="checkbox"/> CONTRACTOR
TO:		ACCOUNT CODE		OTHER ID
TITLE:				

You are hereby directed to make the herein described changes from the plans and specifications or do the following work not included in the plans and specifications on this contract. NOTE: This change order is not effective until approved by the Orange County Transportation Authority's Manager of Contracts Administration and Materials Management or in the case of change orders in excess of \$210,000.00 the Orange County Transportation Authority's Chief Executive Officer. Describe work to be performed, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price, and force account. Unless otherwise stated, rates for rental equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Change Work Description:

MODIFICATIONS DUE TO THIS CHANGE ORDER:

TIME: 0 CALENDAR DAYS **PRICE: \$0.00** INCREASE DECREASE

APPROVAL RECOMMENDED BY:	_____	_____
	RESIDENT ENGINEER	DATE
APPROVAL RECOMMENDED BY:	_____	_____
	PROJECT MANAGER	DATE
APPROVAL RECOMMENDED BY:	_____	_____
	DIRECTOR OF RAIL PROGRAMS	DATE
APPROVAL RECOMMENDED BY:	_____	_____
	EXECUTIVE DIRECTOR OF CAPITAL PROGRAMS	DATE
APPROVAL RECOMMENDED BY:	_____	_____
	GENERAL COUNSEL	DATE
APPROVED BY:	_____	_____
	CONTRACTS ADMINISTRATION AND MATERIALS MANAGEMENT	DATE
APPROVED BY:	_____	_____
	CHIEF EXECUTIVE OFFICER	DATE

**RFP 4-2683
EXHIBIT J**

We, the Undersigned Contractor, have given careful consideration to the change and hereby agree that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will therefore accept as full payment the prices shown above. Additionally, we agreed that the compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, and all the Subcontractors and all Suppliers, for the work or change defined in this Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, that the stipulated compensation includes payment for all work contained in this Change Order, plus all payments for interruption of schedules, extended overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under the Contract. The signing of this Change Order shall indicate that the Change Order constitutes the total equitable adjustment owed to the Contractor, all Subcontractors and all Suppliers, and the Contractor agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract.

ACCEPTED BY:

CONTRACTOR

DATE

NAME

TITLE

If the Contractor does not sign acceptance of this order, their attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

EXHIBIT K: FORMS

PROPOSAL DOCUMENT SUBMISSION CHECKLIST

RFP NO. 4-2683

Design-Build of the Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base

The Orange County Transportation Authority has prepared this checklist as a reminder of the documents required to be submitted with the proposal.

THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITH THE TECHNICAL PROPOSAL:

	Proposal Exceptions and/or Deviations (Form B) <i>Any exceptions and/or deviations to the technical or contractual requirements should be submitted. A new form should be used for each exception and/or deviation</i>
	Campaign Contributions Disclosure Form (Form E) <i>Form to be completed by all members of the design-build team regardless of whether a campaign contribution has been made or not</i>
	Status of Past and Present Contracts Form (Form F) <i>Signed, dated</i>
	Offeror's Certificate of Compliance Regarding Workers Compensation Insurance (Form H) <i>Signed and dated</i>
	Offeror's Certificate of Compliance Regarding State of California Business and Professions Code Section 7028.15 (Form I) <i>Signed, dated, notarized</i>
	Non-Collusion Declaration Form (Form J) <i>Signed, dated</i>
	Iran Contracting Certification (Form K) <i>Signed, dated</i>

THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITH THE PRICE PROPOSAL:

	Proposal Bond Form (Form C) - <u>Proposal Bond</u> or <u>Check</u> (circle one) <i>Correct RFP number, signed, dated, notarized (proposal bond)</i>
	List of Subcontractors (Form D) <i>License Number- address/ name should match that associated with License # on CSLB website, DIR Registration Number, Description of work (one subcontractor for each portion), Dollar amount and Bidders name at bottom of form</i>

THE FOLLOWING ARE REQUIRED AT THE TIME OF CONTRACT AWARD:

	Performance Bond <i>In the amount of one hundred percent of the full amount of the contract</i>
	Payment Bond <i>In the amount of one hundred percent of the full amount of the contract</i>
	Guaranty <i>Executed and notarized</i>
	Insurance Certificate <i>Must meet the requirements set forth in the proposed Agreement</i>

Authorized Signature

Print Name and Title

Firm Name

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:

PROPOSAL SECURITY FORM
PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That, _____ as principal and Offeror and _____ as Surety, are held and firmly bound unto the Orange County Transportation Authority, of State of California, hereinafter referred to as "Authority," in the sum of _____ Dollars (\$ _____), to be paid to the Authority, its successors, and assigns; for which payment, well and truly to be made, bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, this amount being ten percent (10%) of the total amount of the Bid.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain bid of the above named bounden principal _____

for _____ at the Orange County _____ Transportation Authority's _____ as specifically set forth in documents entitled **RFP 4-2683, "Design-Build of Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base"**, shall not be withdrawn within a period of 120 calendar days after the date set for the opening of bids, (unless otherwise required by law, and notwithstanding the award of the contract to another Offeror), and that if said proposal is accepted by the Authority through action of its legally constituted contracting authorities and if the above bounden _____ its heirs, executors, administrators, successors and assigns, shall execute a contract for such construction and deliver the required Performance and Payment Bonds, "Guaranty," and proof of insurance coverage within ten (10) calendar days after notification of contract award from the Authority, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day
of _____, 202__.

PRINCIPAL

SURETY

(Principal Name) (Seal)

(Surety Name) (Seal)

By: _____
(Signature)

By: _____
(Signature)

(Print Name and Title)

(Print Name and Title)

By: _____
(Signature)

By: _____
(Signature)

(Print Name and Title)

(Print Name and Title)

Principal Address and Telephone:

Surety Address and Telephone:

Affix Corporate Seals

Attach Notary Acknowledgments for All Signatures

Attach Power-of-Authority if Executed by Attorney-in-Fact

NOTE: The standard printed bond form of any bonding company acceptable to the Authority may be used in lieu of the foregoing approved sample bond form provided that the security company's printed standard form contains all of the security stipulations that protect the Authority in the above bond form.

LIST OF SUBCONTRACTORS (EXHIBIT D)

List only the subcontractors, which will perform work or labor or render services to the offeror in excess of one-half of one percent (1/2 of 1%) of the offeror's total bid amount. Do not list alternative subcontractors for the same work. (Use additional sheets if necessary.)

Name & Address Under Which Subcontractor is Licensed	License Number	DIR Registration No.	Specific Description of Work to be Rendered	Small Business Y/N	Type	Dollar Amount
						\$
						\$
						\$
						\$
						\$
						\$
TOTAL VALUE OF SUBCONTRACTED WORK						\$

Offeror's Name _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$500 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$500 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$500 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$500 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

RFP 4-2683
FORM E

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$500 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

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

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- The Prime Contractor Yes ____ No ____
- Subconsultant Yes ____ No ____
- Agent/Lobbyist hired by Prime
to represent the Prime in this RFP Yes ____ No ____

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

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

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Tam Nguyen, Chair

Doug Chaffee, Vice Chair

Valerie Amezcua, Director

Jon Dumitru, Director

Jamey Federico, Director

Katrina Foley, Director

Patrick Harper, Director

Michael Hennessey, Director

Fred Jung, Director

Farrah Khan, Director

Stephanie Klopfenstein, Director

Vicente Sarmiento, Director

John Stephens, Director

Mark Tetteimer, Director

Donald Wagner, Director

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

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

Name

Signature

Title

Date

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offerors' attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Timetable Goals for Minority Participation for Each Trade (11.9)

Goals for Female Participation in Each Trade (6.9)

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 C.F.R. Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 C.F.R. 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 C.F.R. Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" includes the County of Orange, California.

OFFEROR'S CERTIFICATE OF COMPLIANCE
REGARDING
WORKERS' COMPENSATION INSURANCE

In conformance with current statutory requirements of Section 1860, et. seq., of the Labor Code of the State of California, the undersigned confirms the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this Contract."

Name of Offeror/Contractor: _____

Signature: _____

Title: _____

Date: _____

OFFEROR'S CERTIFICATE OF COMPLIANCE
REGARDING
STATE OF CALIFORNIA
BUSINESS AND PROFESSIONS CODE SECTION 7028.15

Contractor License Number: _____

Expiration Date of Contractor's License: _____

Each, every and all of the representations made by Offeror in the attached bid are true and correct.

Name of Offeror/Contractor: _____

Signed: _____

Title: _____

Subscribed to and sworn before me, a Notary Public in and for the State of California, on _____, 202__.

Notary Public

My commission expires on:

_____, 202__.

(NOTARY SEAL)

**Non-Collusion Declaration to be
Executed by Offeror and Submitted with Proposal**

To the Orange County Transportation Authority
The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. In accordance with Title 23 United States Code Section 112 and Public Contract Code Section, 7106 the offeror declares that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The offeror has not directly or indirectly induced or solicited any other offeror to put in a false or sham bid, or that anyone shall refrain from bidding. The offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the offeror or any other offeror, or to fix any overhead, profit, or cost element of the bid price, or of that of any offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract. All statements contained in the bid are true. The offeror has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a offeror that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the offeror.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ (date), at _____ (city), _____ (state).

Name of Offeror: _____

Signature: _____

Date: _____

IRAN CONTRACTING ACT CERTIFICATION
(California Public Contract Code Sections 2200, *et seq.*)

The Iran Contracting Act of 2010 (PCC Sections 2200-2208), prohibits offerors who are engaged in investment activities in the energy sector of Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods or services of one million dollars (\$1,000,000) or more. At the time of submitting a bid, each offeror must certify that the offeror is not identified on the Department of General Services list of ineligible persons pursuant to PCC Section 2203(b). Each offeror is also required to certify that the offeror is not engaged in investment activities in violation of the Iran Contracting Act of 2010.

A offeror who is engaged in investment activities in the energy sector of Iran is defined as:

1. A person providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A person that is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to PCC Section 2203(b).

A offeror is not required to certify that it is engaged in investment activities in the energy sector of Iran if the offeror is exempt from the certification under PCC Section 2203(c) or (d). If the offeror is exempt from the certification requirement, the offeror will be required to provide documentation demonstrating the exemption.

To comply with the Iran Contracting Act of 2010, the offeror shall complete **one** of the options below. Please note: under PCC Section 2205, false certification of this form may result in civil penalties of \$250,000 or twice the amount of the contract for which false certification was made, termination of the contract, and/or ineligibility to bid on contracts for a period of three years.

Option No. 1: Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below, and any subcontractor who will perform work or labor or render services to the vendor identified below, is not on the current Department of General Services list identifying persons engaged in investment activities in the energy sector of Iran, and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current Department of General Services list identifying persons engaged in investment activities in the energy sector of Iran.

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date: _____

Option No. 2: Exemption

Pursuant to PCC Section 2203(c) and (d), a public entity may permit a offeror or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit proposals for, or enter into or renew a contract with a public entity for goods or services of one million dollars (\$1,000,000) or more. If the offeror, financial institution, or any subcontractor who will perform work or labor or render services to the offeror has obtained an exemption from the certification requirement, please complete and sign below and attach the documentation demonstrating the exemption approval.

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date: _____

Option No. 3: Non-Applicability

Pursuant to PCC Section 2203(b), a offeror or financial institution engaged in investment activities in Iran may not be eligible for, or to bid on, submit proposals for, or enter into or renew a contract with a public entity for goods or services of one million dollars (\$1,000,000) or more. If the contract is not for goods or services of one million dollars (\$1,000,000) or more, please sign below indicating that the contract is not for goods or services of one million dollars (\$1,000,000) or more and thus offeror is not required to certify and does not meet the exemption.

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date: _____



COMMITTEE TRANSMITTAL

January 13, 2025

To: Members of the Board of Directors

From: Andrea West, Clerk of the Board *Andrea West*

Subject: Proposed New Fare Media

Transit Committee Meeting of January 9, 2025

Present: Directors Amezcua, Harper, Jung, Klopfenstein, and Sarmiento

Absent: None

Committee Vote

This item was passed by the Members present.

Committee Recommendation(s)

- A. Direct staff to implement a Public Involvement Plan and solicit feedback on the proposed new fare media.
- B. Direct staff to return to the Board of Directors on March 24, 2025, to present the preliminary public outreach findings and to conduct a public hearing.



January 9, 2025

To: Transit Committee
From: Darrell E. Johnson, Chief Executive Officer
Subject: Proposed New Fare Media

A handwritten signature in blue ink, appearing to read "Darrell Johnson", is placed over the "From:" line of the header.

Overview

The Orange County Transportation Authority Board of Directors approved the implementation of the rider validation system in October 2023 and complementary fare policy amendments in November 2024. In further support of these actions, a new fare media, commonly known as a smart card, is proposed to be implemented as part of the Rider Validation System. The Federal Transit Administration guidelines require transit agencies to evaluate new fare media implementations for potential impacts to people of minority and/or low-income populations. As part of this evaluation process, the Orange County Transportation Authority will implement a Public Involvement Plan that will gather community feedback about the upcoming changes to fare media.

Recommendations

- A. Direct staff to implement a Public Involvement Plan and solicit feedback on the proposed new fare media.
- B. Direct staff to return to the Board of Directors on March 24, 2025, to present the preliminary public outreach findings and to conduct a public hearing.

Background

The Orange County Transportation Authority (OCTA) has been actively working to modernize its fare collection methods. In 2018, OCTA took a major step by installing mobile ticketing validators across its fixed-route fleet, enabling mobile ticket validation and laying the groundwork for further advancements. This initial investment set the stage for the development of the Rider Validation System (RVS), which aims to significantly improve the fare payment experience, enhance rider validation, and offer greater flexibility in fare policy.

To achieve these objectives, the OCTA Board of Directors (Board) approved a contract with Innovations in Transportation (INIT) on October 23, 2023, to allow implementation of the RVS to modernize the existing fare collection methods with

a more equitable and adaptable system that includes features like fare capping, mobile payment options, and open payments with plans to implement it in July 2025. In addition, on November 25, 2024, the Board approved amendments to the existing fare policy to include implementation of fare capping and a free two-hour transfer period.

Discussion

The RVS will greatly improve the rider experience by allowing for the introduction of a new fare media commonly known as smart cards. These are typically plastic cards embedded with a small chip and are far more durable and offer several added benefits from the current paper magnetic strip paper passes. Smart cards will allow riders to store fare value in an online account linked to the card, enabling features like automatic fare loading, balance protection in the event the card is lost, fare capping, and account management through an online portal. Additionally, riders will have the option to use virtual smart cards through mobile wallets on their smartphones, making it even easier to pay for rides without needing a physical card.

In addition to the online portal, OCTA will offer both cash and credit card payment options for fare purchases and reloads through an expanded retail network. This retail network will offer OCTA-branded smart cards sold alongside popular gift cards like Amazon and Starbucks, making fare media more accessible to all riders, including those without bank accounts. In addition, OCTA-branded smart cards will be available at the OCTA store.

Public Involvement Plan (PIP)

Federal Transit Administration Title VI (Title VI) guidelines require OCTA to evaluate the implementation of any new fare media for potential impacts to people of minority and/or low-income populations. Staff has developed a public involvement plan consistent with the Board-approved “strategies and methods for promoting public involvement” that includes specific strategies with targeted outreach to fulfill Title VI requirements. This initial phase focuses on gathering meaningful feedback, ensuring the changes do not create undue barriers to access or use among minority and low-income populations.

To achieve this, OCTA staff has developed a PIP for achieving Title VI compliance that emphasizes reaching underserved populations through community engagement (Attachment A). Outreach activities include hosting community meetings in both virtual and in-person formats, conducting pop-up events at major transit hubs and within local communities, engaging directly with riders through onboard outreach, and through a survey. Information will be distributed through multiple channels including printed materials in multiple languages, notices on buses, social media platforms, targeted email campaigns, blog posts, and dedicated pages on the OCTA website. These materials will explain the benefits

and features of the new fare collection methods, while actively soliciting community input on potential concerns or barriers to adoption.

This first phase will lead to subsequent educational and promotional activities. This multi-phased approach will ensure compliance with Title VI, engage underserved populations, gather feedback in the first phase before transitioning to the next phases that include comprehensive awareness and education, as well as a launch campaign and promotion to prepare riders with information about the system changes, and drive adoption through promotional efforts.

Summary

OCTA will be introducing a new fare media known as smart cards. With Board direction, staff will implement the public involvement plan to ensure public outreach, participation, and inform the community about the upcoming fare media changes.

Attachment

- A. Public Involvement Plan for Fiscal Year 2024-25 New Fare Media

Prepared by:



Sam Kaur
Department Manager,
Revenue Administration
714-560-5889

Approved by:



Andrew Oftelie
Chief Financial Officer,
Finance and Administration
714-560-5649

Public Involvement Plan for Fiscal Year 2024-25 New Fare Media

BACKGROUND

On October 23, 2023, the Orange County Transportation Authority (OCTA) Board of Directors approved a contract with Innovations in Transportation, Inc. (INIT) to develop and implement a Rider Validation System (RVS) for OCTA's bus system. This system will enhance the fare payment experience by implementing new fare media and offer flexibility for new fare products.

Implementing the new fare media requires a Public Involvement Plan (PIP) as mandated by the Federal Transit Administration's Title VI (Title VI) requirements. To promote meaningful, equitable, and inclusive public participation, OCTA has created the PIP in alignment with the Board-approved "Strategies and Methods for Promoting Public Involvement," adopted on September 9, 2023. This plan is designed to encourage input from residents within the service area, with a particular focus on engaging low-income individuals, minority populations, and those with limited English proficiency.

The primary purpose of this PIP is to gather input and encourage public participation related to the upcoming new fare media. The ten-week campaign, starting on January 13, 2025, and concluding on March 24, 2025, with a public hearing, aims to fulfill the requirements of Title VI. This campaign is not intended to be the only comprehensive public and rider awareness/education communications effort that will follow the PIP. The subsequent campaign will provide broad education about the fare media's availability, use, and benefits before the system launches in summer 2025.

GOALS and OBJECTIVES

The PIP outlines a public engagement process to ensure the new fare media meets community needs. The plan emphasizes inclusivity, transparency, and equity through clear communication, active listening, flexibility, and technology. Key objectives include:

- **Widespread Community Outreach:** Use a wide range of traditional materials, channels, and technology to reach stakeholders across Orange County.
- **Engaging Current Bus Riders:** Focus on outreach to current and former bus riders most impacted by the new fare media.
- **Gathering Diverse Feedback:** Use a variety of methods, including partnerships and technology, to gather input from a broad range of community members.
- **Providing Direct Feedback Opportunities:** Offer in-person and virtual platforms for stakeholders to ask questions and share input.

Materials will be available in English, Spanish, and Vietnamese, with additional languages upon request. Meetings, both in-person and virtual, will include interpreters in these languages and others as needed. The process aims to ensure effective and equitable community participation.

TARGET MARKETS

- General public
- Existing and former riders
- Schools, colleges, and universities
- Employers
- Senior and disabled riders
- Social service agencies

TACTICS

- Bus advertisements
- Print collateral (brochures and survey)
 - Onboard
 - OCTA Store
 - Outreach events
 - Transportation centers
- Print advertisements
 - OC Register
 - El Clasificado
 - Người Việt
 - Việt Báo
 - Viet Dong
- Digital information
 - Dedicated website including an online survey
 - Email blasts
 - Public information and advertisements on social media
 - Digital toolkit
 - OC Bus and Transit App notifications
 - Digital alerts at stop signs
- In-person rider outreach
 - Bus ride-alongs on high-demand service area routes
 - Pop-up events at transportation centers
 - Customer roundtable focus group
- Community and ethnic events and organizations
 - Community and cultural events
 - Pop-up events in diverse communities
 - Ethnic chambers of commerce
 - Community organizations
 - Social service agencies

- In-person community meetings (English with Spanish and Vietnamese interpreters)
 - Costa Mesa Community Center - February 11, 2025
 - Laguna Hills Community Center - February 12, 2025
 - Fullerton Community Center - February 13, 2025
- Virtual community meetings
 - English - February 4, 2025
 - Spanish - February 5, 2025
 - Vietnamese - February 5, 2025
- School communications
- Local jurisdiction communications (digital communications toolkit)
- Local/traditional media - press release
- OCTA advisory committees
 - Citizens Advisory Committee
 - Accessible Transit Advisory Committee
 - Diversity Community Leaders Group
 - Teen Council
- Public hearing - March 24, 2025

CONCLUSION

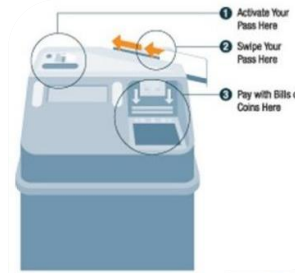
This PIP outlines OCTA's strategy for engaging the Orange County community in the implementation of the new RVS. Through a ten-week campaign, OCTA will employ multiple outreach channels, including digital platforms, in-person events, and multilingual communications to gather public input. This approach not only fulfills Title VI requirements but also establishes a foundation for the subsequent public education and awareness campaign launching at its conclusion. By prioritizing accessibility, inclusivity, and diverse community engagement, OCTA aims to ensure the new fare media effectively serves all transit users while maintaining transparency throughout the implementation process.



Proposed New Fare Media

Background

- Current fare payment options
 - Cash/coin onboard
 - Magnetic stripe passes
 - Mobile tickets scanned on validators



- October 23, 2023 - Board of Directors (Board) approved the implementation of a new Rider Validation System (RVS)
- November 25, 2024 - Board approved Fare Policy amendments to implement fare capping and a free two-hour transfer period
- The new RVS is scheduled to be implemented in summer 2025



Key Features and Architecture of the RVS

- Contactless smart card compatible
- Stored value/account based
- Improved mobile ticketing
- Improved retail network
- Credit and debit card payments
- Accepts cash/coin

Contactless Smart Card Benefits

Initial Cost of smart card \$2.00-\$4.00

Fare Capping Functionality

- Pay-per-ride – Always get the best fare
- No upfront cost for monthly passes
- Daily and Monthly Fare Caps
 - After reaching the daily or monthly cap, passengers ride free for the rest of the day or month

Free two-hour transfer period

Add funds via the OCTA Website, mobile application (app), retail network, or OCTA Store

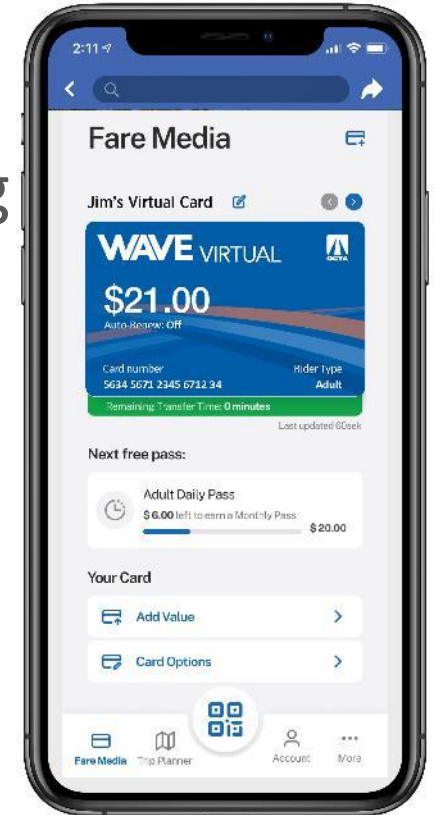
Balance Protection



Mobile Application Upgrade

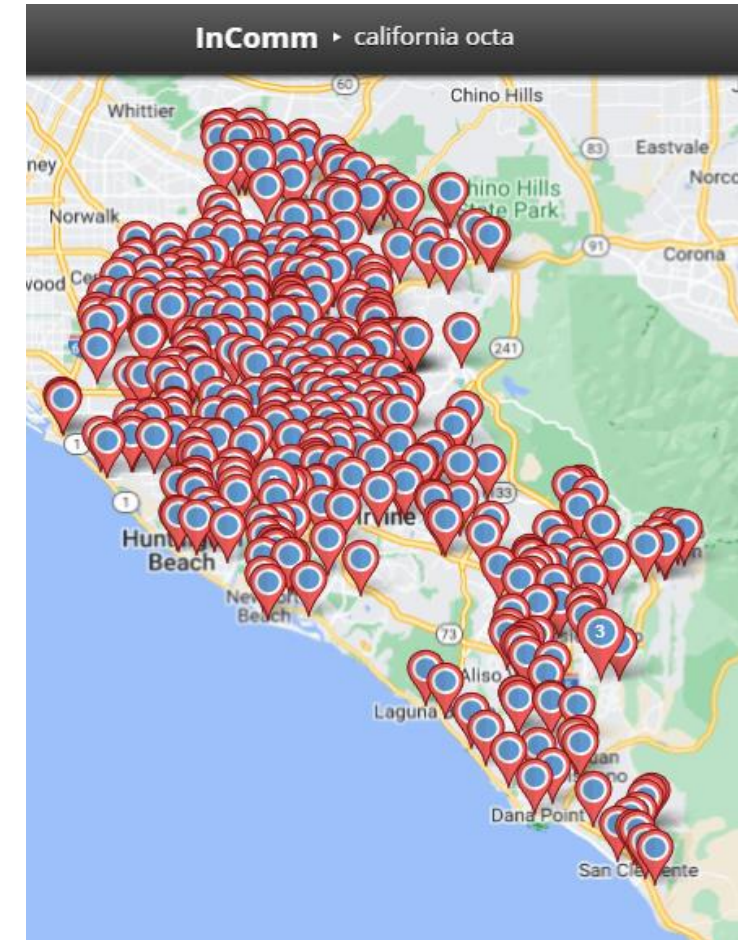
The new mobile app will also offer fare capping to any rider with a smartphone

- Download mobile app from iPhone Operating System/Android app stores
- Create an account and add a “virtual card” for free
- Load funds with debit/credit card
- Can load with cash at retail locations
- Good option for unbanked or underbanked riders



Retail Network Expansion

- The new network includes 400+ retail locations (compared with 100+ currently)
- Increased access to purchase/reload accounts using a familiar “gift card” model
- Can reload mobile app with cash



Credit and Debit Card Payments

- Supports any contactless credit/debit card
- Supports Apple/Google/Samsung mobile wallets
- No pre-loading of fares or media required
- Tap-to-pay on each trip
- Pay-as-you-go with fare capping

Open Payments provide daily fare capping to customers using the same payment method



CONTACTLESS CARD
Pay with credit/debit cards



MOBILE DEVICE
Pay with your digital wallet

Phased Approach: Timeline for Outreach and Rider Engagement

	Title VI Outreach & Public Involvement	Comprehensive Awareness & Education	Launch Campaign & Promotion
Purpose	<ul style="list-style-type: none"> • Ensure compliance with Title VI • Engage underserved populations • Gather public feedback 	<ul style="list-style-type: none"> • Prepare riders with clear information about system changes to ensure a smooth transition • Build excitement 	<ul style="list-style-type: none"> • Drive adoption through incentives and promotional efforts to establish the system • Customer support
Focus Excludes	<ul style="list-style-type: none"> • Marketing or system promotion 	<ul style="list-style-type: none"> • Advocacy or promotional efforts 	<ul style="list-style-type: none"> • Addressing equity or compliance



Phase 1: Title VI Outreach & Public Involvement Plan

Purpose of the PIP

- Required by FTA’s Title VI for implementing new fare media
- Aligns with Board-approved “Strategies and Methods for Promoting PIP” (adopted September 9, 2023)
- Encourages input from the community, focusing on low-income individuals, minority populations, and those with limited English proficiency

Campaign Details

- **Duration:** Ten-week campaign from January 13, 2025 to March 24, 2025
- **Conclusion:** Public Hearing on March 24, 2025
- **Objective:** Gather public input to fulfill Title VI requirements
- **Note:** Separate from the subsequent comprehensive awareness and education communications before the system launch in July 2025

Public Involvement Plan: Background

Guiding Principles

- Broad community outreach
- Prioritize engagement with current/former bus riders
- Implement multiple feedback collection methods
- Provide both in-person and virtual opportunities for direct feedback

Key Audiences

- General public
- Existing, former, and non-riders
- Schools, colleges and universities
- Employers
- Senior and disabled riders
- Social service agencies

The PIP aims to ensure the new fare media meets community needs through inclusivity, transparency, and equity.

PIP: Communication Channels and Materials

Communication Channels

- **Bus Advertisements**
- **Print Collateral** (brochure/survey)
 - Onboard buses
 - OCTA Store
 - Outreach events
 - Transportation centers
- **Print Ads** in local newspapers
(*OC Register, El Clasificado, Người Việt, Việt Báo, Viet Dong*)

Digital Platforms

- Website with online survey
- Email blasts
- Social media ads
- Digital toolkit
- In-App notifications
- Digital alerts at stops

Multilingual Materials

- Available in **English, Spanish, Vietnamese**; others upon request

PIP: Community Outreach Activities

In-Person Rider Outreach

- Bus ride-alongs on high-demand routes
- Pop-up events at transportation centers
- Customer roundtable focus group
- Community engagement

Attend Cultural Events

- Pop-up events in diverse areas
- Partner with ethnic chambers, organizations, and social service agencies

Community Meetings

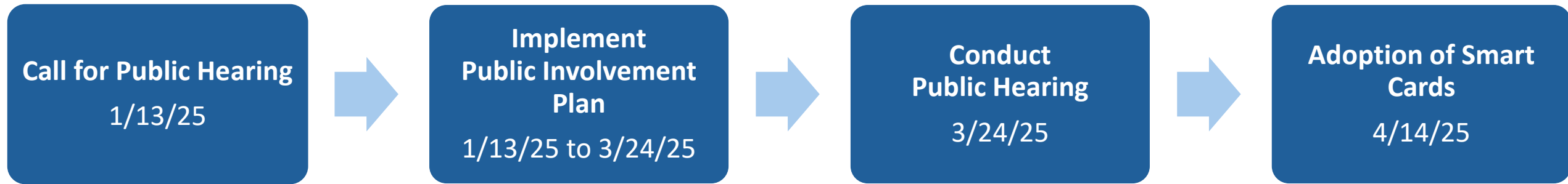
- In-Person (with interpreters)
 - Costa Mesa – February 11, 2025
 - Laguna Hills – February 12, 2025
 - Fullerton – February 13, 2025
- Virtual (English, Spanish, Vietnamese)
 - February 4-5, 2025

Additional Outreach

- Schools, local jurisdictions, media
- Engage OCTA advisory committees

Public Hearing: Scheduled for March 24, 2025

Next Steps



Phase 2: Comprehensive Awareness & Education - April to July 2025
Phase 3: Launch Campaign & Promotion - Starting in July 2025



Thank You



Update on Measure M2 Project I

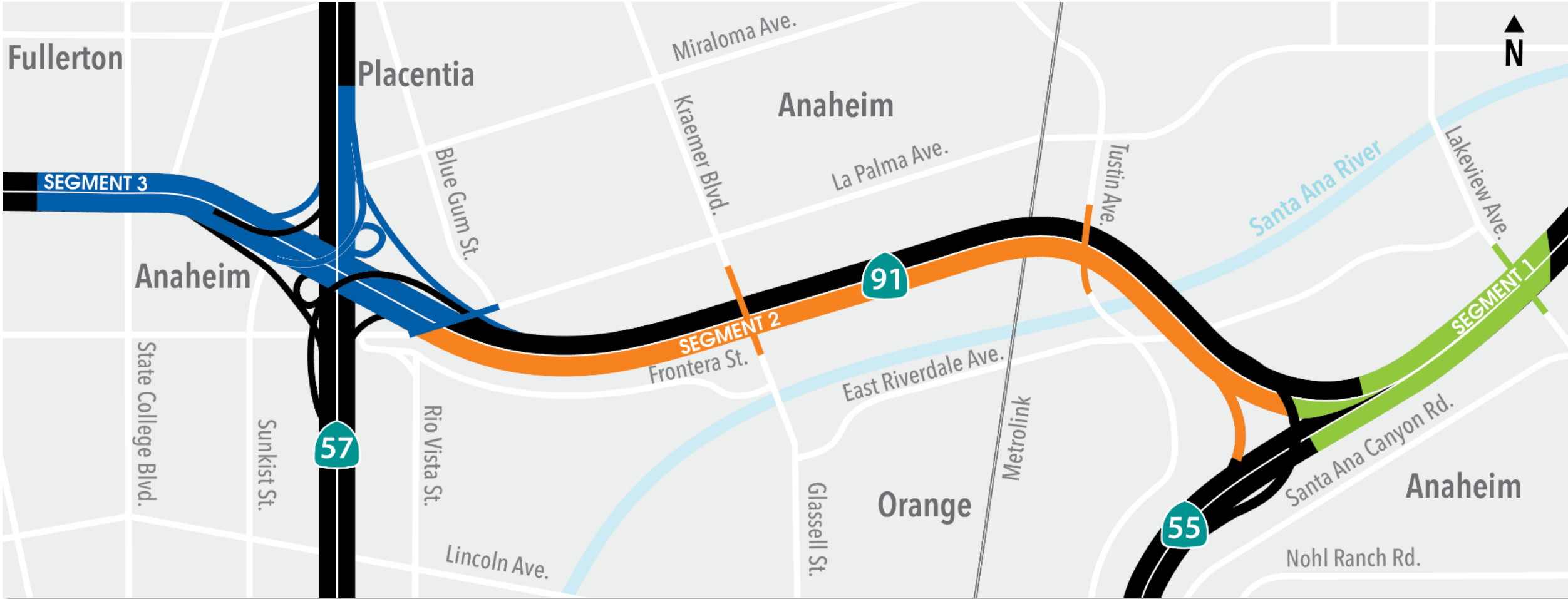


Project Background



- Measure M2: Project I – State Route 91 (SR-91) Between State Route 55 (SR-55) and State Route 57 (SR-57)
- Part of Updated Next 10 Delivery Plan approved by Board of Directors
- Delivered in three Segments:
 - Segment 1: From SR-55 to Lakeview Avenue
 - Segment 2: From La Palma Avenue to SR-55
 - Segment 3: From Acacia Street to La Palma Avenue

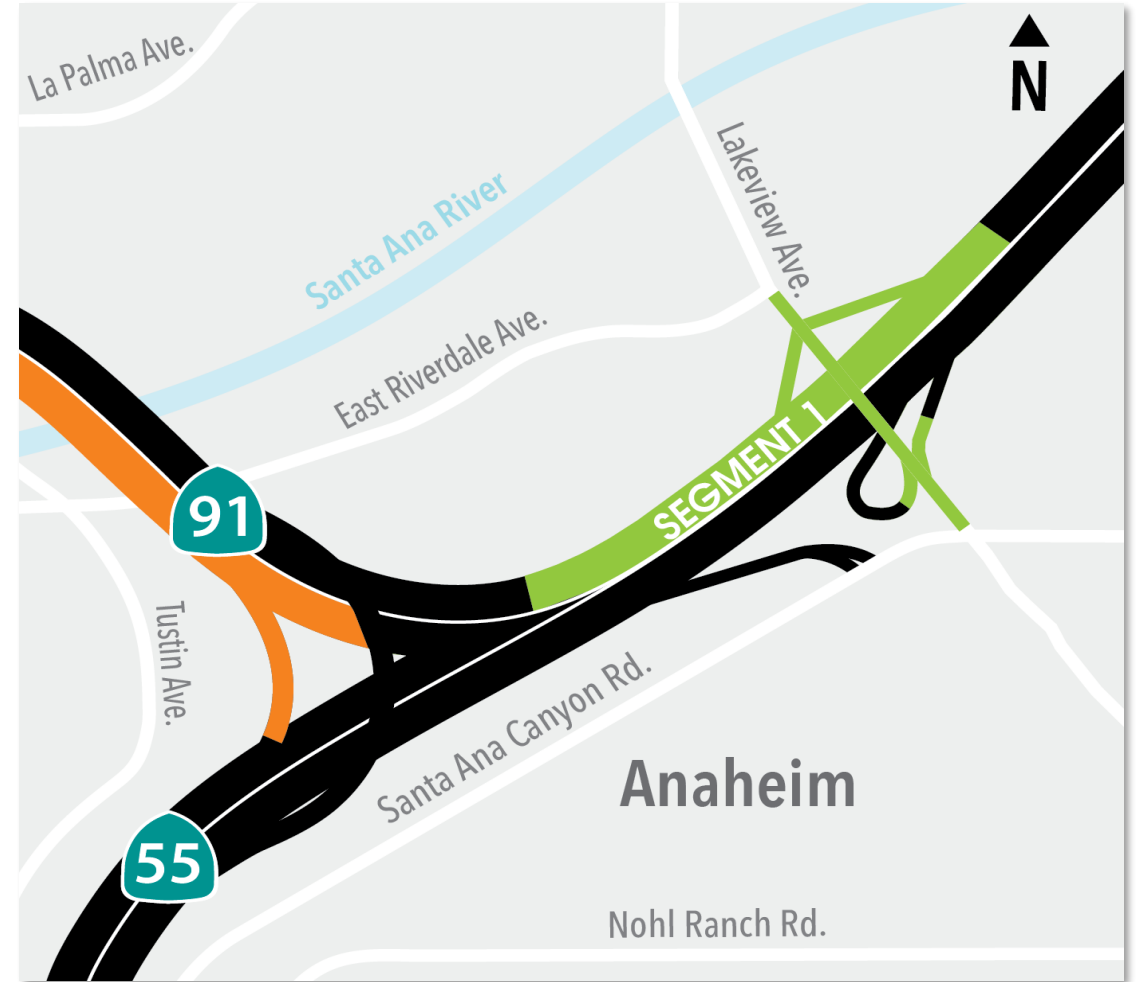
Project Overview



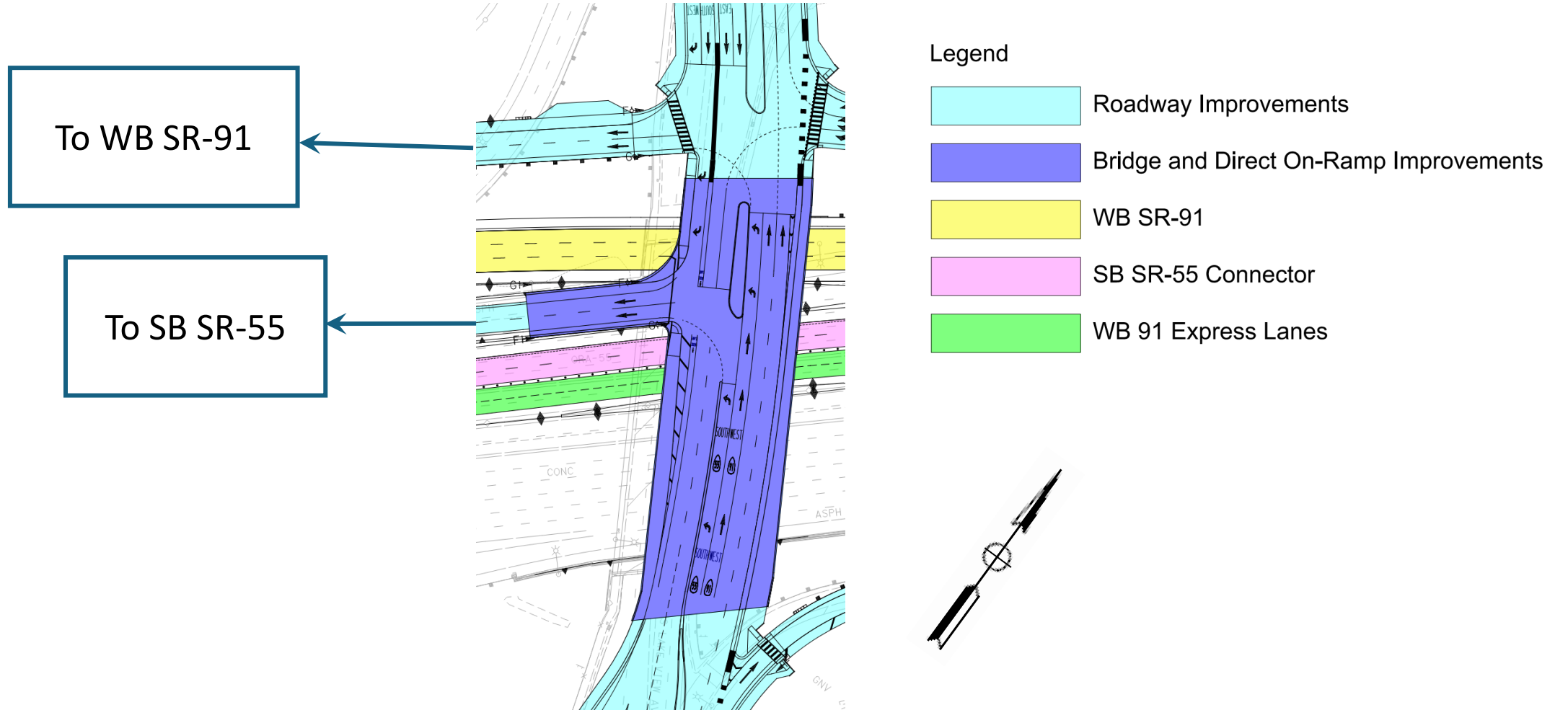
Segment 1 Improvements



- Realign westbound SR-91 on-ramp at Lakeview Avenue interchange
- Add new on-ramp from Lakeview Avenue connecting directly to SR-55
- Separate westbound (WB) SR-91 and southbound (SB) SR-55 traffic
- Reconstruct Lakeview Avenue overcrossing to include standard lanes, shoulders, and sidewalks in each direction

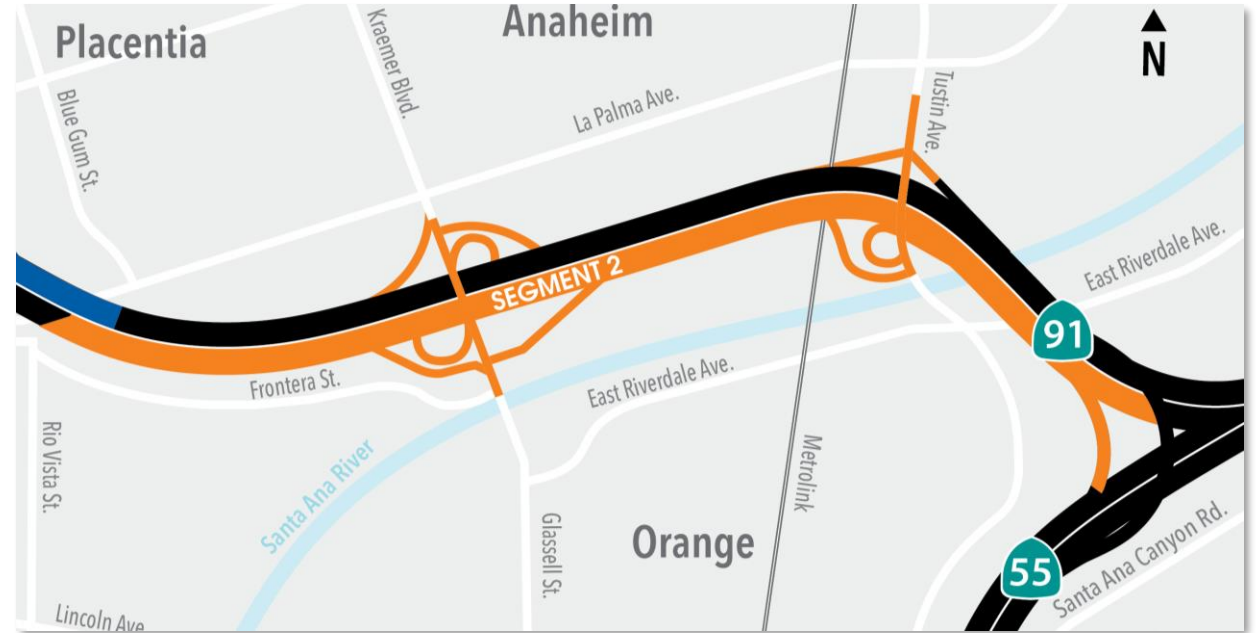


Lakeview Avenue Bridge Improvements



Segment 2 Improvements

- Adds eastbound (EB) general purpose lane between SR-57 and SR-55
- Replaces the Kraemer Boulevard/
Glassell Street and Tustin Avenue
overcrossings
- Widens the Santa Ana River bridge on
EB SR-91

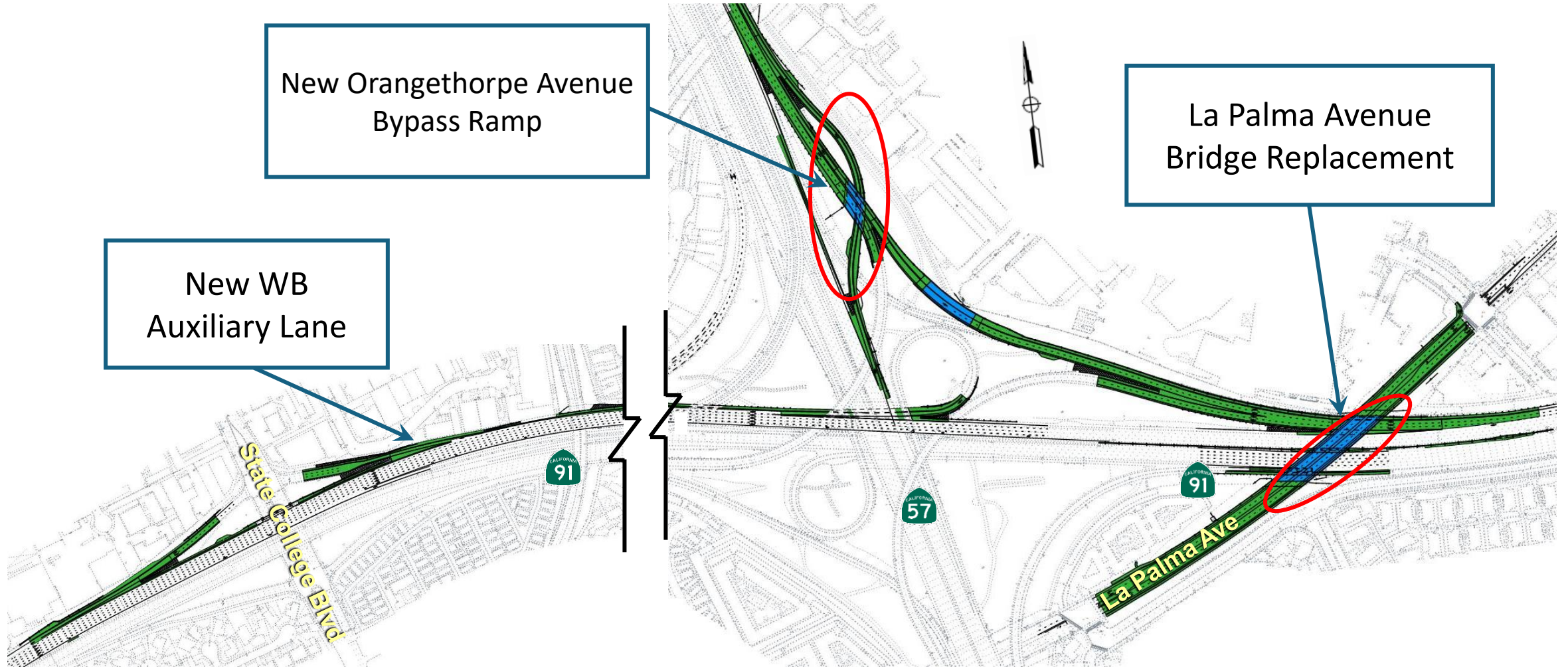


Segment 3 Improvements

- Improves weaving from WB SR-91 to SR-57
- Adds auxiliary lane from SB SR-57/WB SR-91 connector to State College Boulevard
- Adds new Orangethorpe Avenue bypass
- Replaces La Palma Avenue bridge



Segment 3 Improvements (Cont.)



Schedule and Costs

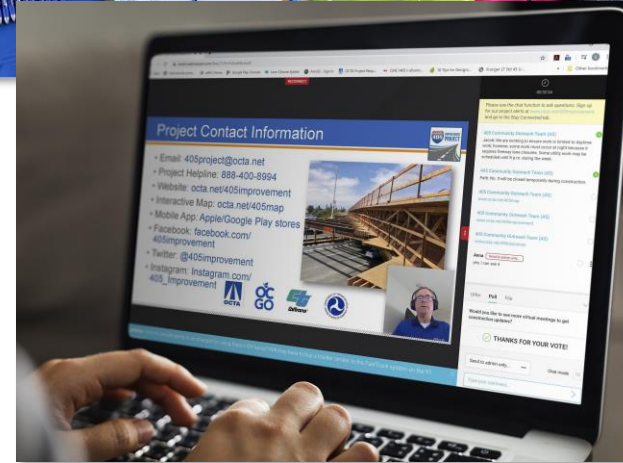


Milestone	Segment 1	Segment 2	Segment 3
Environmental Clearance	June 2020	June 2020	June 2020
Design Began	June 2020	June 2020	November 2020
Ready to List	May 2024	Mid 2025	Early 2025
Advertise	June 2024	Late 2025	Mid 2025
Groundbreaking Event	January 31, 2025		
Construction Start	Early 2025	Early 2026	Late 2025
Construction Complete	Late 2027	Early 2030	Early 2029

Overall project costs are approximately \$790 million, and funding sources include federal, state, Measure M2, and SR-91 Express Lanes excess revenue.

Outreach and Engagement Strategies

- Meet with Key Stakeholders
- Booths at Community Events
- Business Outreach
- Canvassing Flyers
- Digital Communications Tools
- Diverse Communities Outreach



Stay Connected



91Project @ OCTA.net



English/Spanish
(888) 280-7966



Octa.net/91improvements



Social Media

Facebook:

@91improvements

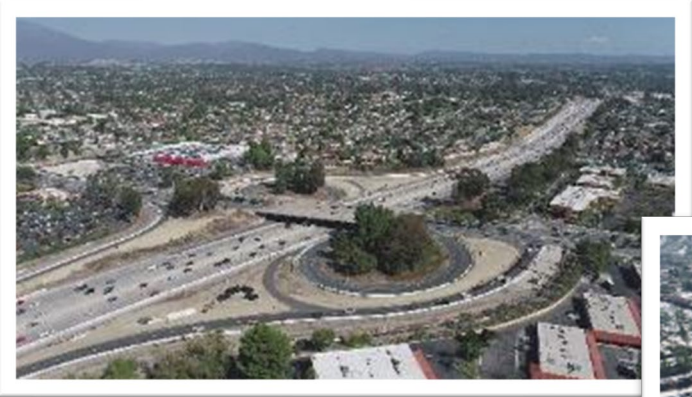
Twitter/X:

@91improvements

Instagram:

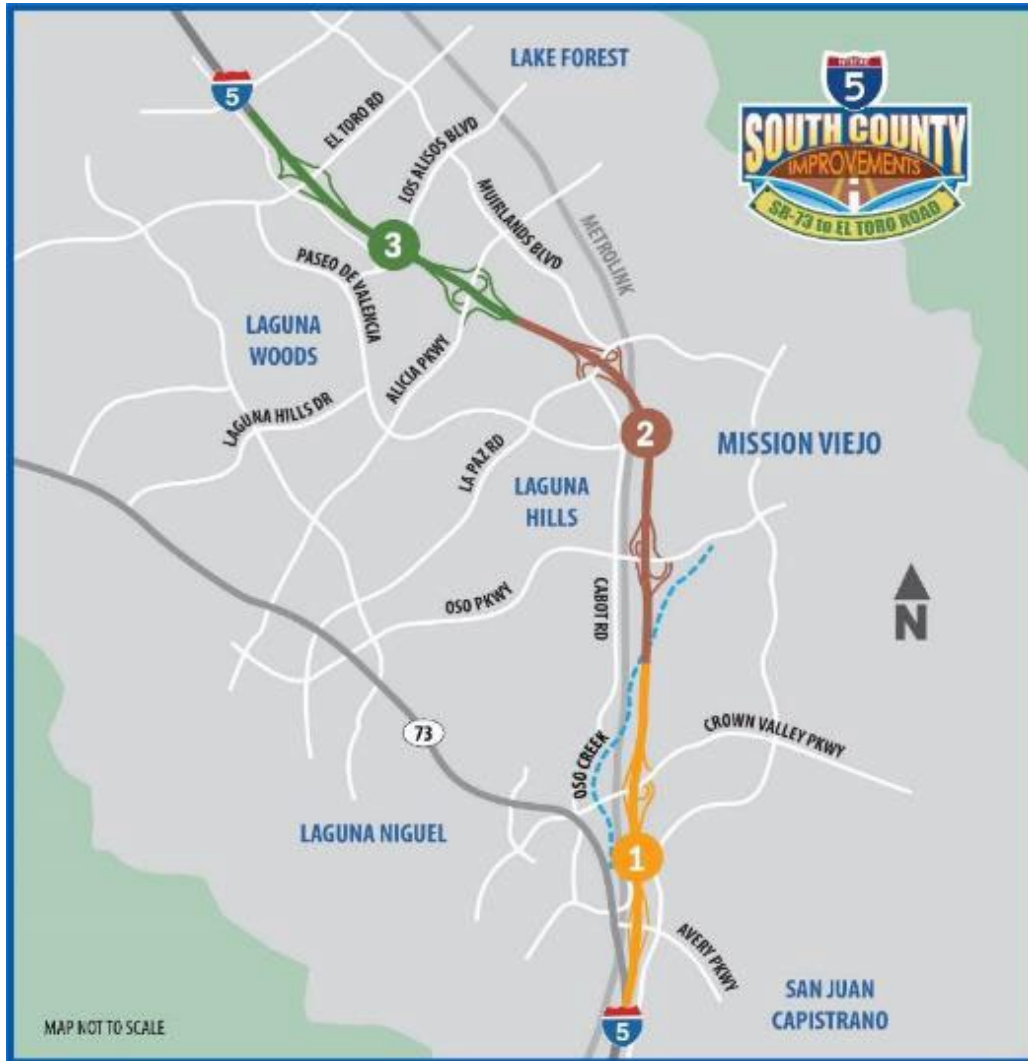
@91_improvements

Update on Measure M2 Project C and D (Interstate 5 Improvement Project Between State Route 73 and El Toro Road)



- Measure M2
 - Project C - Interstate 5 (I-5) Between State Route 73 (SR-73) and El Toro Road
 - Portion of Project D - Two Local Interchange (IC) Upgrades
- Included in Updated 2024 Next 10 Delivery Plan approved by the Board of Directors
- Delivered in three Segments:
 - Segment 1: From SR-73 to Oso Parkway including Avery Parkway IC
 - Segment 2: From Oso Parkway to Alicia Parkway including La Paz Road IC
 - Segment 3: From Alicia Parkway to El Toro Road

Project Overview



Segment ①

State Route 73 to Oso Parkway

Segment ②

Oso Parkway to Alicia Parkway

Segment ③

Alicia Parkway to El Toro Road

Total length: 6.5 miles

Total Estimated Cost: \$664 million

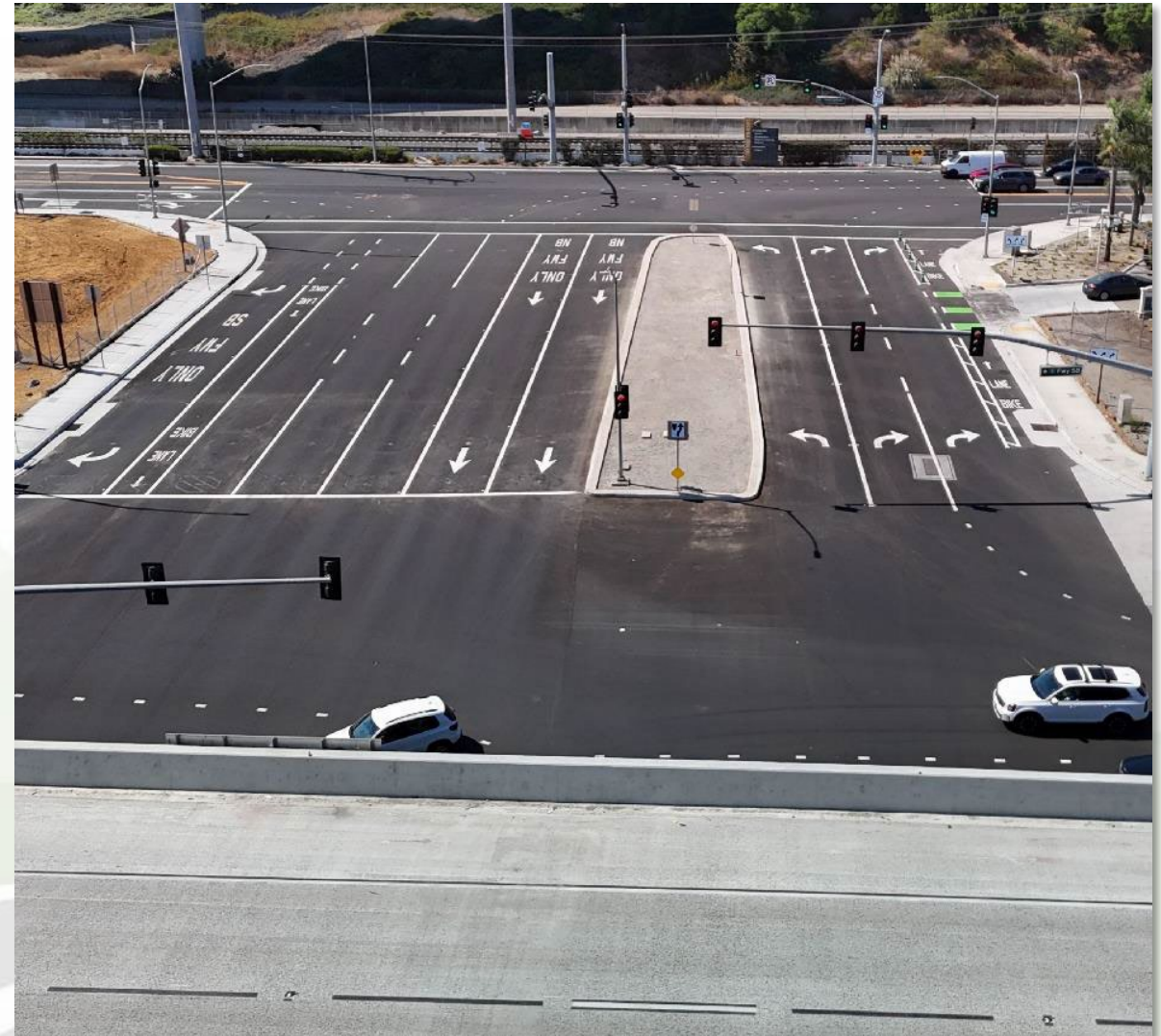


- 1** New regular lane in both directions from Avery Parkway to Alicia Parkway
- 2** Extend second carpool lane to Alicia Parkway, restripe for continuous access
- 3** New Avery Parkway and La Paz Road interchanges and Los Alisos Boulevard bridge
- 4** Reestablish and add auxiliary lanes
- 5** Realign and/or improve on- and off-ramps

Estimated Construction Schedule

Segment	Estimated Schedule
Segment 1 State Route 73 to Oso Parkway	February 2020 – Early 2025 <i>Under Construction</i>
Segment 2 Oso Parkway to Alicia Parkway	May 2019 – December 2024 <i>Construction is Complete</i>
Segment 3 Alicia Parkway to El Toro Road	January 2021 – Early 2025 <i>Under Construction</i>

Avery Parkway



Crown Valley Parkway Ramps



Interstate 5 at La Paz Road



Alicia Parkway Ramps



Interstate 5 at El Toro Road



SPECIAL UPDATE

A PROJECT OF THE ORANGE COUNTY TRANSPORTATION AUTHORITY AND CALTRANS DISTRICT 12

Special Update - Dec. 19, 2024

THIS WEEK'S CONSTRUCTION

Be Aware, Keep Moving

FULL SOUTHBOUND I-5 FREEWAY CLOSURE AND WEEKEND CLOSURE OF NORTHBOUND I-5 EL TORO ROAD LOOP ON-RAMP ANTICIPATED DEC. 20

A full directional closure of southbound I-5 between El Toro Road and Alicia Parkway for overhead sign installation is anticipated as early as 11 p.m. Friday, Dec. 20 to 7 a.m. Saturday, Dec. 21.

Additionally, a weekend closure of the northbound I-5 El Toro Road loop on-ramp for pavement work is anticipated as early as 11 p.m. Friday, Dec. 20 to 6 a.m. Sunday, Dec. 22.

Detour Maps

OC I-5 South County

Published by Later · January 2 at 5:00 PM · 🌐

UPDATED: Attention South County! The I-5 Alicia Parkway straight southbound on-ramp closure has been postponed and will now close at 10 p.m. on Tuesday, Jan. 9 for roadway reconstruction and paving. The ramp will reopen at 8 a.m. on Saturday, Jan. 13.

Detour signs will be in place to assist motorists. Plan for additional travel time and any detours within the area. The schedule is subject to change due to inclement weather or unforeseen operational issues. For the latest upd... [See more](#)

See insights and ads

Boost again

👍 88

💬 23

🔗 22

👍 Like
💬 Comment
🔗 Share

WEEKEND RAMP CLOSURE

I-5 El Toro Road Southbound Off-Ramp Closed

Dear Neighbor,
The I-5 El Toro Road southbound off-ramp will be closed for roadway reconstruction starting Friday, Jan. 19. The ramp will be closed over the weekend and will reopen Monday morning, Jan. 22.

WHEN:

I-5 El Toro Road southbound off-ramp closed
11 p.m. Friday, Jan. 19 – 5 a.m. Monday, Jan. 22

WHAT TO EXPECT:

Plan for additional travel time through the area.

Detour signs will be in place to assist motorists.

The schedule is subject to change due to inclement weather or unforeseen operational issues.

To see the latest construction updates, SCAN HERE

For additional project information, please visit octa.net/i5southcounty

STAY INFORMED

Outreach Team Contact Information



octa.net/i5SouthCounty



i5SouthCounty@octa.net



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