

**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**

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

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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:

<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

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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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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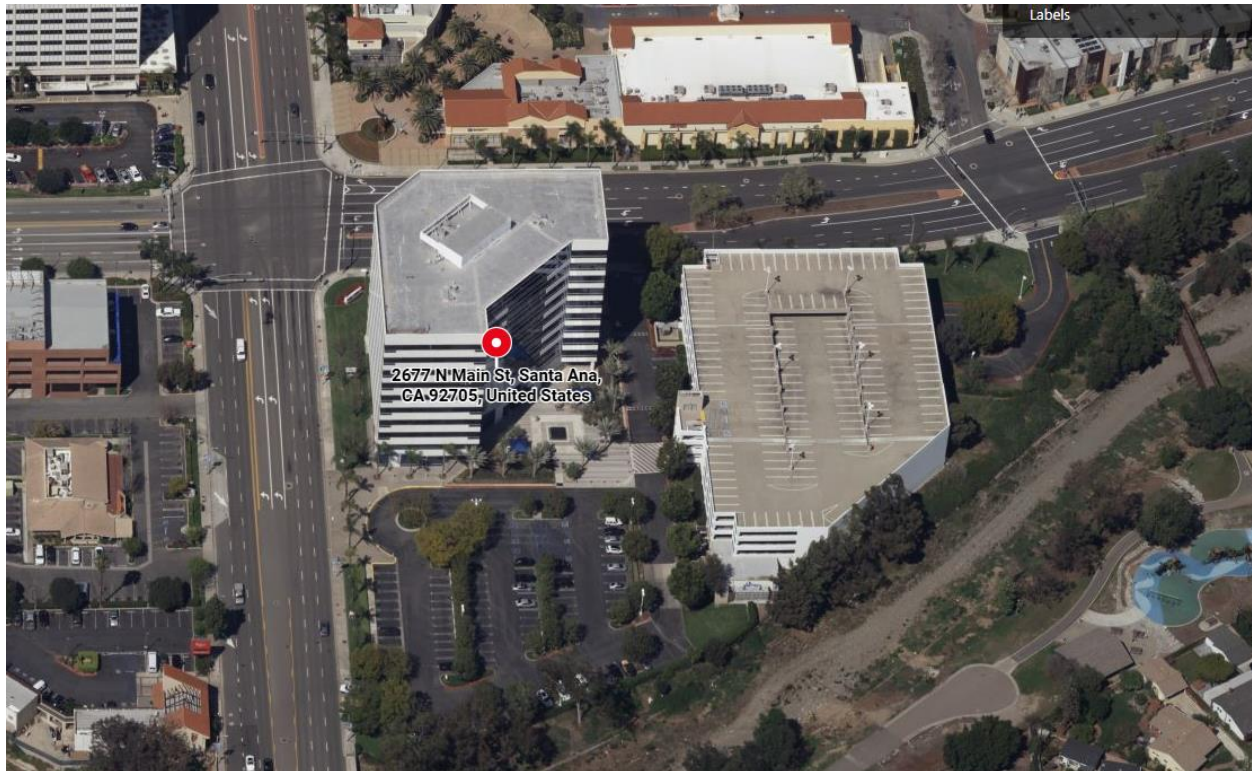


Figure 1 – OCTA HQ and Boardroom/Conference Room Site

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-Builts

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 (10<sup>th</sup>) 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:**

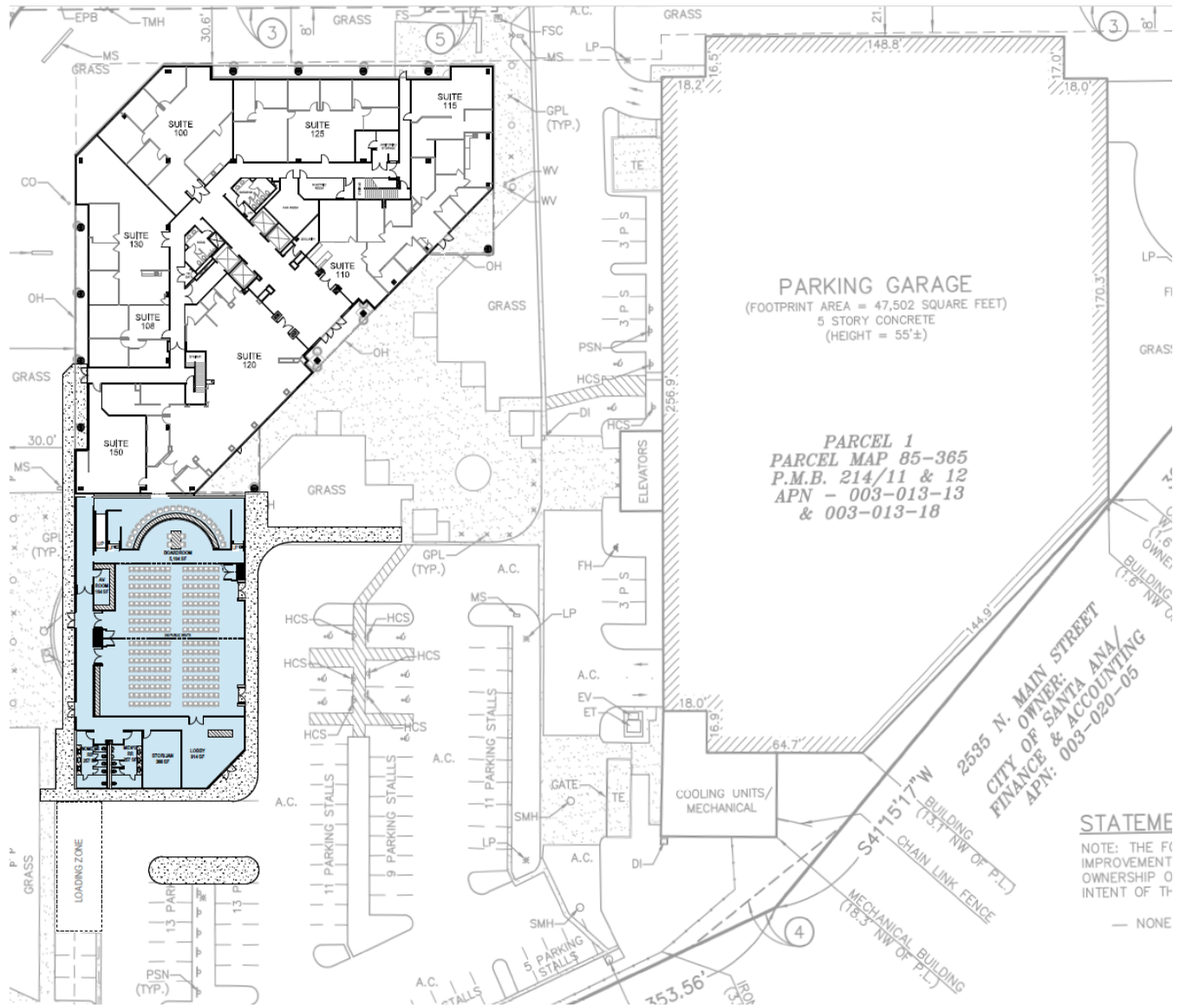
- PDF files and two (2) half-size hard copies of draft as-built drawings.
- PDF files, one (1) full-size hard copy, and two (2) half-size hard copies of final as-built drawings.
- One (1) set of full-size Mylar of final as-built drawings.

- 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 - 2  
HUDDLE - 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	
<b>TOTAL FIRM FIXED PRICE (LUMP SUM) PAYMENT</b>		

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](mailto: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](mailto: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.

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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 /

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**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.

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

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:

_____ _____
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**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