

**DRAFT REQUEST FOR PROPOSALS (RFP) 4-2614**

**CONSTRUCTION MANAGEMENT  
SUPPORT SERVICES FOR THE  
INTERSTATE 5 IMPROVEMENT  
PROJECT BETWEEN YALE AVENUE  
AND STATE ROUTE 55**



**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>December 9, 2024</b>
<b>Pre-Proposal Conference Date:</b>	<b>December 20, 2024</b>
<b>Question Submittal Date:</b>	<b>December 23, 2024</b>
<b>Proposal Submittal Date:</b>	<b>January 13, 2025</b>
<b>Interview Date:</b>	<b>February 18, 2025</b>

## **TABLE OF CONTENTS**

<b>SECTION I: INSTRUCTIONS TO OFFERORS .....</b>	<b>1</b>
<b>SECTION II: PROPOSAL CONTENT .....</b>	<b>10</b>
<b>SECTION III: EVALUATION AND AWARD .....</b>	<b>17</b>
<b>EXHIBIT A: SCOPE OF WORK.....</b>	<b>21</b>
<b>EXHIBIT B: PROPOSED AGREEMENT .....</b>	<b>23</b>
<b>EXHIBIT C: FORMS.....</b>	<b>25</b>
<b>EXHIBIT D: SAFETY SPECIFICATION .....</b>	<b>32</b>



December 9, 2024

**NOTICE OF REQUEST FOR PROPOSALS**

**DRAFT (RFP): 4-2614: “CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR THE INTERSTATE 5 IMPROVEMENT PROJECT BETWEEN YALE AVENUE AND STATE ROUTE 55”**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide construction management support services for the Interstate 5 Improvement Project between Yale Avenue and State Route 55.

**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 to perform construction management support services for the Interstate 5 Improvement Project between Yale Avenue and State Route 55 will be ineligible to participate (at any tier) in the contract for construction services for the Interstate 5 Improvement Project between Yale Avenue and State Route 55.

The firm, including all subcontractors (at any tier), regardless of the level of service provided by said subcontractor(s), awarded the design services

contract for the Interstate 5 Improvement Project between Yale Avenue and State Route 55 , may not submit a proposal for this procurement.

The firm, including all subcontractors (at any tier), regardless of the level of service provided by said subcontractor(s), awarded the program management consultant services for the Authority's Highway Programs, may not submit a proposal for this procurement.

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

**Proposals must be submitted, electronically**, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on January 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 4-2614**" from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

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

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

To receive all further information regarding this RFP 4-2614, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:  
Construction

Professional Consulting

Commodity:  
Construction Management  
Services  
Inspection Services  
Traffic Control Services  
Consultant Services - General

Professional Services

Construction Consulting  
Environmental Consulting  
Traffic Planning Consulting  
Engineering - Environmental  
Inspection - Testing & Analysis  
Land Surveying  
Engineering - Civil  
Engineering - General

An on-site/in person pre-proposal conference will be held on January 6, 2025, at 9:00 a.m., at the Authority's Administrative Offices, 500 South Main Street, Orange, California, in Conference Room 07. All prospective Offerors are encouraged to attend the pre-proposal conference.

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

- **Microsoft Teams** [Need help?](#)
- [click](#) here to join meeting
- OR Call-in Number: 916-550-9867
- Phone Conference ID: 361 458 873#

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 February 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 conference will not be held. A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

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

- **Microsoft Teams** [Need help?](#)
- [click](#) here to join meeting
- OR Call-in Number: 916-550-9867
- Phone Conference ID: 361 458 873#

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 - 5552-5552, 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 December 23, 2024.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the

date and time specified above:

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

### 3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than December 30, 2024. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

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

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

Inquiries received after 5:00 p.m. on December 23, 2024, will not be responded to.

## F. SUBMISSION OF PROPOSALS

### 1. Date and Time

**Proposals must be submitted, electronically,** through the following URL

link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on January 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 4-2614**” 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 with fully burdened labor rates and anticipated expenses for work specified in the scope of work, included in the RFP as Exhibit A.

**L. PREVAILING WAGES**

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

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

**M. CONFLICT OF INTEREST**

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

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

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

**N. CODE OF CONDUCT**

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

**O. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT**

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

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

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

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

**P. STATEMENT OF ECONOMIC INTERESTS**

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

**Q. PROHIBITION**

The following restrictions apply to this procurement:

The prime consultant firm, including all subconsultants (at any tier) awarded this contract to perform construction management support services for the Interstate 5 Improvement Project Between Yale Avenue and State Route 55 will be ineligible to participate (at any tier) in the contract for construction services for the Interstate 5 Improvement Project Between Yale Avenue and State Route 55.

The firm, including all subcontractors (at any tier), regardless of the level of service provided by said subcontractor(s), awarded the design services contract for the Interstate 5 Improvement Project Between Yale Avenue and State Route 55, may not submit a proposal for this procurement.

The firm, including all subcontractors (at any tier), regardless of the level of service provided by said subcontractor(s), awarded the program management consultant services for the Authority's Capital Programs, may not submit a proposal for this procurement.

Furthermore, Offeror(s) are advised that the evaluation of the team composition

with regards to the conflicts of interest will be done on a case-by-case basis.

**SECTION II: PROPOSAL CONTENT**

## **SECTION II. PROPOSAL CONTENT**

### **A. PROPOSAL FORMAT AND CONTENT**

#### **1. Format**

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

#### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to 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 **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 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 **February 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 evaluation process, the evaluation committee will recommend to the Regional Transportation Planning (RTP) 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 RTP Committee will review the evaluation committee's recommendation and forward its recommendation to the Board of Directors for final action.

**C. AWARD**

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

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

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

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

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

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**

**Exhibit A**

**CONSTRUCTION MANAGEMENT SUPPORT SERVICES  
FOR THE  
INTERSTATE 5 (I-5) IMPROVEMENT PROJECT  
BETWEEN  
Yale Avenue and State Route 55**

**SCOPE OF WORK**

## **PROJECT DESCRIPTION**

### **LIMITATION ON GOVERNMENTAL DECISIONS**

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

#### **1.1 Introduction**

The Orange County Transportation Authority (OCTA) and California Department of Transportation (Caltrans) require construction management support services for construction of the Interstate 5 (I-5) Improvements, between Yale Avenue and State Route 55 Project.

#### **1.2 Statement of Intent**

CONSULTANT shall provide qualified personnel to perform the function of construction inspection (including roadway and structures), CPM scheduler, claims support, Office Engineer, materials testing, surveying, and plant inspection. These services shall include inspection services, field/office contract administration, and other services as determined necessary by the OCTA Project Manager. Caltrans will lead the construction management and administration of the construction contract and will provide the Senior Resident Engineer (RE), Structural Representative, additional inspection services as needed and other functional support services necessary to administer the construction contract. CONSULTANT inspection personnel shall be assigned full time or part time as needed and shall provide assistance to, and work under the direction of the Caltrans Senior R.E. CONSULTANT shall also provide a fully equipped field office for all staff assigned to the project including Caltrans, OCTA, and CONSULTANT'S own staff.

#### **1.3 Project Description**

##### **1.3-1 Background**

Caltrans District 12, in cooperation with OCTA, proposes the construction of Interstate 5 Improvement, between Yale Avenue and State Route 55, Project. The proposed project is located in Orange County on I-5 and traverses through the Cities of Irvine and Tustin. The proposed project limits cover a distance of a 4.5 mile corridor. The Environmental Document and Project Report were approved on January 7, 2020.

The final design phase for this project is scheduled to be complete in early-2025 and contract documents are being developed for the construction-bidding phase to occur in mid-2025. The OCTA is expecting funding for the construction support and capital phase of the project from Measure M2 funds. As the implementing agency OCTA contracted with TranSystems corporation to prepare the final design Plans, Specifications, and Estimates (PS&E) for this project. Caltrans provided oversight up to the completion of the PS&E phase. Caltrans will be the lead agency during the construction phase and will administer the contract for the construction phase.

### **1.3-2 Location and Limits**

The I-5 Improvement Project is located in the cities of Irvine and Tustin. The total length of this project is 4.5 miles.

### **1.3-3 General Project Description**

The I-5 Improvement, between Yale Avenue and State Route 55 Project will add an additional General Purpose lane in both directions on the freeway, reestablish auxiliary lanes on the freeway and realign on- and off-ramps throughout the corridor. The project construction will be in accordance with the Caltrans approved PS&E documents for project EA# 12-0K62U4.

## **1.4 Project Delivery**

The design consultant, who prepared the PS&E, Transystems Corporation will provide design support services during construction.

Caltrans will advertise, award, and administer the construction contract. Caltrans will provide the Senior Resident Engineer, Structures Representative and other support as outlined in Section 1.2 "Statement of Intent" above. CONSULTANT shall be responsible for coordinating with Caltrans, design team and other stakeholders as necessary.

OCTA is the lead agency for the right-of-way certification and utility relocation on the project. All utility and right of way issues during construction will be the responsibility of OCTA as defined in the cooperative agreement between Caltrans and OCTA.

## **1.5 Project Schedule and Cost**

Shown below are the Project Ready-To-List (RTL), construction award, construction completion date, and estimated cost for construction:

Ready-To-List	March 2025
Construction Award	October 2025
Construction Completion	January 2030
Construction Cost:	\$202,000,000

**GENERAL CONDITIONS AND REQUIREMENTS**

**2.1 Project General Conditions and Requirements**

- 2.1-1** The number of project personnel and duration of the assignments will vary depending on the needs of the project. The final number of personnel and exact duration of assignment will be determined by OCTA and Caltrans. CONSULTANT personnel shall be available within two (2) weeks from written notification by OCTA and up to a maximum of 6 months after Caltrans acceptance of the construction project.
- 2.1-2** CONSULTANT shall assist in verifying compliance with the labor standards provisions of the project and the related wage determination decisions of the Secretary of Labor.
- 2.1-3** CONSULTANT shall assist Caltrans in verifying compliance with the safety and accident prevention provisions of the project. Caltrans shall retain jurisdictional control for traffic control but shall receive assistance from CONSULTANT forces in reviewing and monitoring.
- 2.1-4** CONSULTANT shall assist Caltrans in verifying compliance with the equal employment opportunity (EEOC) provisions of the project.
- 2.1-5** All services required hereunder shall be performed in accordance with latest Caltrans regulations, policies, procedures, manuals, and standards. Documents shall be made available upon request.
- 2.1-6** CONSULTANT shall furnish a Project Manager to coordinate the CONSULTANT's operations with Caltrans and OCTA. The Project Manager shall be responsible for all matters related to the CONSULTANT's contract, personnel and operations.
- 2.1-7** CONSULTANT's Project Manager shall be accessible to Caltrans and OCTA at all times during Caltrans' normal working hours.
- 2.1-8** CONSULTANT shall provide construction management support services to control quality and manage work. CONSULTANT shall perform the following administrative activities:
- a. Prepare, circulate, and file correspondence and memos as appropriate.
  - b. At the end of each month, the CONSULTANT shall report the progress of the work. Progress shall be based on actual work accomplished such as estimated progress toward completion. The progress report shall include a staff labor report. Progress payments will be based upon actual time and expenses incurred.

- c. The CONSULTANT shall submit 1 copy of a monthly Progress Report to the OCTA and Caltrans Project Manager consisting of a written narrative and an updated progress and expenditure curve. This report shall be received no later than the 10th calendar day of the month. The narrative portion of the monthly Progress Report shall describe overall progress of the work, discuss significant problems and present proposed corrective action and show the status of major changes.
- 2.1-9** To ensure an understanding of contract objectives, meetings between Caltrans, OCTA, and the CONSULTANT will be held as often as deemed necessary. All work objectives, the work schedules, the terms of the contract, and any other related issues will be discussed and any problems will be resolved.
- 2.1-10** OCTA will designate a Project Manager to administer the CONSULTANT Agreement and provide general direction to the CONSULTANT.
- 2.1-11** Resumes of personnel must be submitted to OCTA for review and approval prior to assignment to a project. Caltrans, OCTA and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by the CONSULTANT's personnel. If, at any time, the level of performance is below expectations, OCTA shall have the right to request removal of any project personnel. OCTA may request another person to be assigned as needed.
- 2.1-12** If a CONSULTANT's employee is on a leave of absence, the Project Manager shall provide an equally qualified replacement employee until the assigned employee returns to work. The replacement employee shall meet all the requirements of a permanently assigned employee.
- 2.1-13** The typical workday includes all hours worked by the Caltrans' construction contractor, normally 40 hours per week. If ordered by the RE, overtime for the CONSULTANT's employees may be required. The construction contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT's personnel. On days when the construction contractor, such as rainy or unsuitable weather days, does not perform work CONSULTANT services shall not be provided unless authorized by the RE. The RE will provide 8 hours advance notice if CONSULTANT services are not required.
- 2.1-14** All personnel shall be knowledgeable of, and comply with, all applicable local, Caltrans, and federal regulations; cooperate and consult with Caltrans and OCTA officials during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the project plans and specifications.

- 2.1-15** CONSULTANT shall keep detailed records and document the work as directed by the Caltrans RE.
- 2.1-16** Caltrans will furnish a representative to perform the usual functions of a Senior Resident Engineer. Caltrans Department of Structures will provide the Senior Bridge Representative.
- 2.1-17** Caltrans or OCTA will provide CONSULTANT with the following:
- a. Caltrans construction forms and other policies and procedures to be followed by CONSULTANT's personnel in the performance of the work.
  - b. A set of approved project plans and special provisions for the project.

**STATEMENT OF SERVICES**

**3.1 Construction Inspection Services**

**3.1-1 General**

CONSULTANT will be required to provide:

- a. Inspection and administration personnel
- b. A fully equipped field office
- c. Miscellaneous equipment, vehicles, and tools.
- d. Materials testing lab facility

The number of CONSULTANT personnel shall be dependent upon the actual work scope. The anticipated category and approximate annual quantity of personnel required is (based on a construction duration of 980 working days and 1,758 hours/year):

	<u>Personnel</u>	<u>Total Hours</u>
Project Manager	0.2	1,400
<u>Senior</u> Inspector/Deputy Sr. R.E.	1.0	7,000
Inspector (Roadway)	3.0	21,000
Inspector (Structural)	2.0	14,000
Office Engineer	1.0	7,000
CPM Scheduler	0.25	1,750
Surveys	2.1	15,000
Claims Support	0.25	1,750
Field Materials Testing	0.85	6,000
<u>Total</u>	<u>7.2</u>	<u>74,900</u>

### **3.2 Construction Inspection and Administrative Support Services Requirements**

Inspection work shall be performed when conditions (such as weather, traffic, and other factors) prevent a safe, efficient operation or as directed by Caltrans or AUTHORITY.

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

- 3.2-1** Perform and assist in performing the duties of construction inspection and engineering including: paving and subgrade inspection, structures inspection, electrical inspection, drainage, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, and ensuring compliance with project plans and specifications.
- 3.2-2** Analyze the project plans and specifications for possible errors and deficiencies and report such findings to the RE. Identify actual and potential problems associated with the construction project and recommend sound engineering solutions to the RE. If the RE determines that changes are necessary, CONSULTANT's personnel shall assist in implementing and processing of "Change Orders" in accordance with Caltrans' Standard Specifications.
- 3.2-3** Adhere to all safety and health code and regulations and enforce applicable contract provisions for the protection of the public and project personnel. Prepare Assistant RE daily diaries in accordance with the Caltrans construction manual.
- 3.2-4** Prepare calculations, records, reports, and correspondence related to project activities.
- 3.2-5** Consultant to assist in the preparation of As-Built plans.
- 3.2-6** Assist in preparing claims reports and be available for any claims settlements meetings.
- 3.2-7** Perform and assist in review of contractor's CPM schedule and construction staging plans.
- 3.2-8** Assist in performing Storm Water Pollution Prevention (SWPP) duties.

### **3.3 Inspection Standards**

Construction inspection and contract administration shall be in accordance with:

- 3.3-1** The Manual of Traffic Controls for Construction and Maintenance Work Zones.
- 3.3-2** The Caltrans Standard Specifications and Standard Plans.
- 3.3-3** The project plans and special provisions.
- 3.3-4** The Caltrans Construction Manual and other applicable Caltrans manuals.
- 3.3-5** Caltrans and OCTA shall decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract.

### **3.4 Construction Surveying Services**

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

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

- 3.4-1** Construction Contract Documents. CONSULTANT shall perform all surveying that is required to be performed the AUTHORITY as described in the Construction Contract between the AUTHORITY and the Contractor. Other surveying and engineering calculations shall be performed as needed to administer and manage the PROJECT.
- 3.4-2** Survey Calculations and Adjustments. Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System. CrossSection Data Collection shall be performed by conventional and terrain line interpolation survey methods. Survey Data Formatting will include formatting topography, cross-section, and other survey data into computerized formats compatible with the Caltrans' computerized survey and design systems. Preparing and maintaining survey documents will include compiling and survey field notes, maps, drawing, and other survey documents. Monitoring for settlement shall be performed if required. GPS equipment shall be made available if required by AUTHORITY.

- 3.4-3** Existing Right of Way and Easements. CONSULTANT shall establish existing right of way and easements from Caltrans and other AUTHORITY's record information and existing monumentation. Right of Way related monumentation shall be renewed and restored in accordance with Section 10.4 of the Surveys Manual, and the Land Surveyor's Act. Corner records and records of surveys shall be prepared and filed in accordance with Chapter 10 of the Caltrans Surveys Manual, and the Land Surveyors' Act. Perpetuating Existing Monumentation – Includes restoring, renewing, referencing, and resetting existing boundary-related monumentation, staking areas where construction disturbs the existing right of way and preparing and filing required maps and records.
- 3.4-4** New Right of Way and Easements. CONSULTANT shall establish new right of way and easements from plans, right of way maps, utility drawings, Caltrans and other AUTHORITY's record information and existing monumentation. Right of Way Surveys - Includes research, locating and monumenting right of way and easement lines, staking right of way and easement fences and preparing and filing required maps and records. Final Monumentation - Includes the setting of centerline points of control upon completion of construction. Special Design-Data Surveys - Including drainage, utility, and those required for special field studies.
- 3.4-5** Control Survey. Horizontal and vertical controls, including project control surveys and aerial mapping control surveys. Also includes the restoring, renewing, referencing, relocating, and resetting existing control monumentation.
- 3.4-6** Topographic Surveys. By ground survey methods only.
- 3.4-7** As-built Drawing Survey Support. Provide electronic record information to support the development of project as-built drawings.
- 3.4-8** Survey Monument Markings. Monuments established by the CONSULTANT shall be marked by CONSULTANT with furnished disks, plugs, or tags acceptable to AUTHORITY and the municipality having jurisdiction over the improvements. In addition, the CONSULTANT shall identify CONSULTANT-established monuments by tagging or stamping the monuments with the license or registration number of the CONSULTANT's surveyor who is in "reasonable charge" of the work.

- 3.4-9** All surveys shall be performed in accordance with the current Caltrans Survey Manual, its revisions and the District 12 Standard Staking Procedures Manual. Work not covered by the Manual shall be performed in accordance with the directions of the AUTHORITY and accepted professional surveying standards.
- 3.4-10** Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyors' Act. In accordance with the Act, "responsible charge" for the work shall reside with a Licensed Land Surveyor or a pre-January 1, 1982, Registered Civil Engineer, in the state of California.
- 3.4-11** Unless otherwise specified in the survey request, control surveys shall conform to second-order (modified) accuracy standards as specified in the Caltrans Surveys Manual.
- 3.4-12** Additional standards for specific surveying work might be included in a special survey request by the AUTHORITY. Such standards supplement the standards specified herein. If such additional standards conflict with the standards specified herein, the survey request standard shall govern over the standards herein.

### **3.5 Construction Management and Inspection Deliverables**

CONSULTANT shall create and maintain the following documentation and provide the following deliverables:

- 3.5-1** Daily reports and extra-work diaries.
- 3.5-2** Monthly progress reports prepared by the CONSULTANT's project manager.
- 3.5-3** Construction contract progress payment and quantity documents delivered to the RE the morning of the day specified in the contract payment schedule.
- 3.5-4** Final payment quantity documents delivered to the RE by no later than 5 working days after acceptance by Caltrans of the completed construction project.
- 3.5-5** Field measurements, field, and laboratory test data and other documents as required by Caltrans procedures.
- 3.5-6** All reports, calculations, and other applicable documents prepared for the project.
- 3.5-7** All correspondence, records, and other PROJECT documents.

### **3.6 Field Office Requirements**

CONSULTANT shall provide a fully equipped and operational field office. It is not anticipated right-of-way will be provided to provide temporary trailers as the field office.

**3.6-1** The field office shall house all construction personnel assigned to the project. The construction staff includes: Caltrans personnel, CONSULTANT inspection personnel, and one office for the construction survey crew.

**3.6-2** The field office shall have one desk and chair for every person assigned to the project, a desktop computer for CONSULTANT personnel only, internet access (T1 line), phones, fax machine, copy machine, full sized plotter, and conference table and chairs, and other normal office furniture, equipment, and utilities. CONSULTANT shall dispose of office furniture and equipment at project completion.

**3.6-3** The field office shall also provide a common area (kitchen), bathrooms, field laboratory storage area, miscellaneous equipment storage area, and a large conference area for project meetings.

### **3.7 Miscellaneous Equipment, Inspection Vehicles, and Tools**

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

**3.7-1** CONSULTANT shall provide one inspection vehicle (truck) for each inspector. Vehicles without side windows shall not be used. Caltrans-furnished magnetic logos shall be affixed to each side of the vehicle at all times it is used for the work under this contract.

**3.7-2** CONSULTANT shall provide other field materials such as testing equipment and safety equipment, as needed, for use by their staff on the project.

**3.7-3** CONSULTANT shall provide each inspector with a cellular phone.

### **3.8 Personnel Qualifications and Responsibilities**

The preferred minimum qualifications for CONSULTANT personnel assigned to this project are as follows:

### **3.8-1 Project Manager**

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

- a) Minimum of 10 years project management experience on similar highway construction/bridge construction projects, or other relative equivalent experience as determined by OCTA.
- b) Thorough knowledge of Caltrans construction practices, and the ability to read and interpret plans and specifications.
- c) Ability to make effective decisions concerning field problems and work in progress.
- d) Licensed Civil Engineer in the State of California.
- e) Ability to use typical computer programs such as Microsoft Word, Outlook, Teams and Excel.

Under the direction of OCTA and Caltrans, the Project Manager will assume the following functional responsibilities:

- a) Review, monitor, train, and provide general direction for CONSULTANT's personnel.
- b) Assign personnel to projects on an as-needed basis.
- c) Administer personnel leave subject to approval of the Caltrans' RE.
- d) Prepare monthly reports for delivery to the OCTA Project Manager.
- e) Maintain continuous communication with the Caltrans' Resident Engineer, OCTA Project Manager, CONSULTANT field personnel, and with public outreach personnel.
- f) Coordinate/communicate with the OCTA Project manager, staffing needs, and ensure project support costs are within budget.
- g) Advise the OCTA Project Manager of major project issues, contract status and contract management, and any proposed personnel changes.
- h) Provide expert advice when called upon.

### **3.8-2 Deputy Senior Resident Engineer**

Minimum qualification is at least 5 years working as a Resident Engineer or Deputy Resident Engineer on Caltrans Highway improvement projects of similar size and complexity.

- a) Act as the lead inspector and provide guidance to other CONSULTANT inspectors and staff in carrying out their day to day duties.
- b) Provide consultation on complex contract interpretation issues as called upon by the RE. Act as an advisor to the RE.
- c) Thorough knowledge of Caltrans construction practices.

- d) Ability to make effective decisions concerning field problems and work in progress.
- e) Licensed Civil Engineer in the State of California.
- f) Maintain continuous communication with the Caltrans Senior R.E., lead staff, OCTA Project Manager, field staff, public outreach personnel, and with construction administration staff.
- g) Provide expert advice when called upon.
- h) Ability to use typical computer programs such as Microsoft Word, Teams, Excel, Outlook, Scheduling software, and Expedition or equivalent.

### **3.8-3 Roadway Inspectors**

Preferred minimum qualification for the position of roadway inspectors will be as follows:

- a) Minimum of 5 years of relevant construction inspection and management experience on similar highway construction projects.
- b) Knowledge of construction practices, physical characteristics and properties of highway construction inspection, and the approved methods and equipment used in performing physical inspections.
- c) Ability to work independently and perform inspection duties in the construction field office.
- d) Ability to effectively make minor decision concerning work in progress and solving field and office problems.
- e) Ability to use typical computer programs such as Microsoft Word, Teams, Outlook, and Excel.
- f) Ability and experience with review of Critical Path Method (CPM) baseline schedule including updates and revisions. Ability to run Claim Digger or other available software to detect changes to the CPM schedule for Claims analysis purposes.
- g) Assist in the response to potential claims filed by the contractor and preparation of documentation for contract claims and claim reports.

Under the direction of the Caltrans Senior RE the Roadway Inspector(s) will assume the following functional responsibilities:

- a) Perform inspections to achieve compliance with contract plans and specifications on all phases of Highway construction, such as paving, structures, grading, drainage, utility relocation, electrical installation, sign installation, and landscaping items.
- b) Perform quantity calculations for progress pay estimates and keep project records.
- c) Perform design for minor changes and make design estimates for contract change orders.

- d) Perform analytical calculations for items such as basic earthwork and grading, special staking procedures and redesigning facilities to fit existing field conditions.
- e) Perform analytical calculation for items such as basic earthwork and grading, special staking procedures and redesigning facilities to fit existing field conditions.
- f) Maintain continuous communication with the Caltrans' RE, OCTA Project Manager, Principal Assistant (Resident) Engineer, field personnel, public outreach personnel, and with construction administration staff.

### **3.8-4 Structures Inspectors**

Preferred minimum qualifications for the position of structures inspectors will be as follows:

- a) Minimum of 5 years of relevant construction inspection and management experience on similar construction projects involving bridges, retaining walls, sound walls, barriers, drainage structures, sign structures, and other structures.
- b) Knowledge of construction practices, physical characteristics and properties of structures construction inspection, and the approved methods and equipment used in performing physical inspection.
- c) Ability to perform calculations such as grade, deflection, stress, alignment. Ability to perform calculations to check the various elements of structures (i.e. beams, columns, etc.) as used in contractor's temporary works.
- d) Assist in reviewing false work plans, shoring plans, demolition plans, concrete mix designs and other submittals provided by the contractors as required by the contract documents.
- e) Ability to work independently and perform inspection duties in the construction field office.
- f) Ability to effectively make minor decisions concerning work in progress and solving field and office problems.
- g) Ability to use typical computer programs such as Microsoft Word, Teams, Outlook, Access, and Excel.

Under the direction of the Caltrans Senior Structures Representative, the Structures Inspectors will assume the following functional responsibilities:

- a) In a field setting perform soil calculations, establish surveying control line and grade as required by established Office of Structures Construction (OSC) Practices & Procedures, ensure that the contractors materials are in compliance and as required by the contract documents, verify field dimensions. Must be present for concrete pours and assure that the

concrete is cured properly. Oversee removal and placement of existing materials. Confer with contractors regarding compliance with plans, specifications, quality of work, construction activity, and CAL-OSHA regulations.

- b) Assist in identifying the need for Contract Change Orders (CCOs), preparation of CCOs, contract estimates and other documents, such as responses to contractor's claims, and reports and letters involved in the construction of engineering projects.
- c) Perform quantity calculations for progress pay estimates and keep project records.
- d) Maintain continuous communication with the Caltrans' RE, OCTA Project Manager, Principal Assistant (Resident) Engineer, field personnel, public outreach personnel, and with construction administration staff.

### **3.8-5 Office Engineer**

- a) Minimum of 5 years of relevant construction inspection and/or office engineering experience.
- b) Ability to work independently and perform typical construction field office duties.
- c) Thorough knowledge of Caltrans construction practices, and the ability to read and interpret plans and specifications.
- d) Thorough knowledge of the construction manual regarding estimates, extra work bidding, change orders, and other administrative duties.
- e) Maintain continuous communication with the Caltrans' RE, OCTA Project Manager, and Caltrans District Construction Administration.
- f) Ability to use typical computer programs such as Microsoft Word, Teams, Excel, Outlook, Scheduling software, and Expedition or equivalent.

Under direction of Caltrans' Senior RE, the office engineer will assume the following functional responsibilities:

- a) Perform quality calculations for progress pay estimates and keep for project records.
- b) Draft Change Orders and process for approval.
- c) Maintain continuous communications with the Caltrans' RE, OCTA Project Manager, construction administration staff, and the District Construction office.

### **3.8-6 Scheduling Support Specialist**

Construction scheduling support CONSULTANT shall be knowledgeable and experienced in the following:

- a) Using Primavera Project Management Software (P6/P7), Primavera Project Planner (P3), SureTrack, Microsoft Project and Microsoft Office (Word, Excel, Powerpoint etc.) software.
- b) Generating, reviewing, and analyzing Critical Path Method (CPM) schedules with respect to time, resource, and cost. The CONSULTANT shall possess the experience and skills to track Contractor's submittals and CALTRANS submittals reviews, and in conjunction with schedule analysis, determine credits to State-owned Float activity for time saved on the critical path for early review of submittals. The CONSULTANT shall also possess the experience and skills to determine other savings to the critical path due to actions by CALTRANS.
- c) Monitoring and analyzing Contractor's performance of the work with respect to time, resource, and cost. Generating project correspondence, daily diaries, monthly contract item payments related to scheduling work, Weekly Statement of Working Days, reports, plots exhibits, other presentation materials and other items related to scheduling.
- d) Generating, reviewing and analyzing reports with respect to time, resource and cost.
- e) Generating, reviewing, and analyzing Time Impact Analyses.
- f) Providing specialized expertise for the support of review and analysis of potential claims.
- g) Negotiating issues related to construction scheduling.
- h) Conducting constructability reviews.
- i) Making presentations as needed. Providing training in areas related to scheduling.
- j) General construction process and terminology.
- k) Working knowledge of CALTRANS plans, specifications, and manuals (Standard Plans, Standard Specifications, Construction Manual etc.)
- l) Construction scheduling support CONSULTANT shall possess excellent oral and written communications skills.
- m) Minimum of 5 years' experience performing construction scheduling for highway, or major public works projects, performing related duties as described above.

### **3.8-7 Claims Support**

The construction claims support CONSULTANT shall be knowledgeable and experienced in the following:

- a) Using Primavera Project Management Software (P6/P7), Primavera Project Planner (P3), Suretrack, Microsoft Project, and Microsoft Office (Word, Excel, PowerPoint etc.) software.

- b) Generating and analyzing Critical Path Method (CPM) schedules with respect to time, resource, and cost. The CONSULTANT shall possess the experience and skills to conduct detailed schedule analysis.
- c) Have at least 5 years' experience with Claims analysis, responding to potential claims, preparing claims reports and presenting to the Dispute Review Boards or District Claims Board.
- d) Analyzing Time Impact Analyses.

### **3.9 Field Material Testing**

#### **SOILS AND MATERIALS TESTING SERVICES**

- 3.9-1** Materials sampling and testing shall be in accordance with the Project plans, technical specifications, standard specifications, and other applicable standards and procedures.
- 3.9-2** The contractor for the Project shall be responsible for providing Quality Assurance/Quality Control Soils and Materials Testing Services. CONSULTANT shall provide a certified laboratory to perform soils and materials testing services on an as needed basis in order to validate construction contractor test results.
- 3.9-3** The laboratory, whether temporary or permanent, is to be in the general vicinity of the project area and no more than 30 miles from the field office for the project.
- 3.9-4** Testing shall be performed in accordance with the California Test Methods and shall meet the latest requirement of ASTM.
- 3.9-5** Testing machines must be calibrated annually or more frequently by impartial means using devices of accuracy traceable to the National Bureau of Standards.
- 3.9-6** The laboratory shall participate in the AASHTO Materials Reference Laboratory (AMRL) or Cement or Concrete Reference Laboratory (CCRL) inspection programs as appropriate. Copies of applications, correspondence, reports, and corrective actions shall be provided to OCTA if requested.
- 3.9-7** The laboratory shall have a quality control plan and a quality assurance plan in effect during the entire time work is being performed under the contract. The plan shall include quality control, quality assurance, and equipment calibration programs for the laboratory.

**3.9-8** The laboratory shall maintain an inventory of the testing equipment (listing the manufacturer, model serial number, calibration, and tolerances).

**3.9-9** The laboratory shall maintain a laboratory procedure manual describing the methods used for recording, processing, and reporting data, the sources of references material, standards, and test methods.

**3.9-10** CONSULTANT and the laboratory shall be responsible for all soils and materials testing performed for the project include source testing if required.

**3.9-11** CONSULTANT shall perform concrete batch plant inspections.

### **3.10 Surveying**

#### **3.10-1** Survey Field/Office Party Chief

Preferred minimum qualifications for Survey Field/Office Party Chief are as follows:

- 1) The Survey Field/Office Party Chief shall fulfill at least one of the three following licensing requirements:
  - a) A licensed Land Surveyor in the State of California.
  - b) A pre-January 1, 1982, Registered Civil Engineer in the State of California
  - c) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Civil Engineer in the state of California. This direction or supervision shall be provided in a manner and with a span of control and immediacy that enables the supervisor to be in "responsible charge" of the work as defined in Chapter 15 of the Business and Professions Code (the Land Surveyors Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).

The Survey Field/Office Party Chief shall also have:

- d) Five years survey experience on a similar construction projects, or other relevant experience.
- e) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.

- f) Ability to make effective decisions concerning field problems and work in progress.
- g) Familiarity with typical coordinate geometry computer programs.

### **3.10-2 Party Chief**

Under the direction of the Caltrans Senior RE, the Party Chief will assume the following functional responsibilities and shall possess experience in all of these areas:

- a) Perform survey services for all stages of construction as described in the Survey Services sections above.
- b) Administer day to day activities of the survey party.
- c) Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way and minor in-field design.
- d) Maintain continuous communication with the RE, field personnel and construction administration staff when on site.
- e) Shall be designated safety officer for the survey party field operations, and shall be trained in the principles of traffic control.

### **3.10-3 Survey Assistants**

Preferred minimum qualifications for survey assistants are as follows:

- a) One- year survey experience on a similar construction projects.
- b) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
- c) Ability to assist field and office party chiefs in all required surveying work.
- d) One survey party member must have the ability to assume temporary leadership of the survey party in the absence of the party chief.
- e) Trained in the appropriate safety areas for the job decisions each individual is required to make.

Under the direction of the Caltrans Senior RE and the Party Chief, the survey assistants will assume the following responsibilities and shall possess experience in all of these areas:

- a) Assist field and office party chiefs in all required surveying work.
- b) Perform basic calculations to support surveying and staking work.
- c) Maintain continuous communication with the field or office party chief

### **3.11 Inspection and Safety**

In addition to the requirements specified elsewhere in this contract, the following also shall apply.

**3.11-1** CONSULTANT shall conform to the safety provisions of the Caltrans Construction and Survey Manuals.

**3.11-2** CONSULTANT's personnel shall wear white hard hats, safety orange vests and rubber-soled shoes at all times while working in the field.

**3.11-3** CONSULTANT shall provide appropriate safety training for all CONSULTANT's personnel required to work on and near highways.

**3.11-4** All safety equipment shall be provided by the CONSULTANT.

**EXHIBIT B: PROPOSED AGREEMENT**

**1**

**2**

**3**

**4**

**5**

**6**

**7**

**8**

**9**

**0**

**1**

**2**

**3**

**4**

**5**

**6**

**7**

**8**

**9**

**0**

**1**

**2**

**3**

**4**

**5**

**6**

2

3

4

5

**6**  
**7**  
**8**  
**9**

## 0

- 1
- 2
- 3

4

5  
6

7

8

920

## 21

22  
23  
24  
25  
26

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

**ARTICLE 2. AUTHORITY DESIGNEE**

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

**ARTICLE 3. SCOPE OF WORK**

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

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

**Names**

**Functions**

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

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

7 **ARTICLE 4. TERM OF AGREEMENT**

8 This Agreement shall commence upon the effective date of this Agreement, and shall continue in  
9 full force and effect through \_\_\_\_\_, unless earlier terminated as provided hereunder..

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 Time and Expense basis in accordance with the following provisions.

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

26 /

C. 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.

D. 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 electronically to AUTHORITY's Accounts Payable Department at [vendorinvoices@octa.net](mailto:vendorinvoices@octa.net). Each invoice shall be accompanied by the monthly progress report specified in paragraph B of this Article. AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following information:

1. Agreement No. C-4-2614;
2. Specify the effort for which the payment is being requested;
3. The time period covered by the invoice;
4. Labor (staff name, hours charged, hourly billing rate, current charges, and cumulative charges) performed during the billing period;
5. Total monthly invoice (including project-to-date cumulative invoice amount); and retention;
6. Itemized expenses including support documentation incurred during the billing period;
7. Monthly Progress Report;

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

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

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

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

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

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

**ARTICLE 6. MAXIMUM OBLIGATION**

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

**ARTICLE 7. NOTICES**

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

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Marjorie Morris-Threats

Title:

Title: Principal Contract Administrator

Phone:

Phone: (714) 560 - 5552

Email:

Email: mthreats@octa.net

Copy: Niall Barrett

Title: Project Manager

Phone: (714) 560-5879

Email: [nbarrett@octa.net](mailto:nbarrett@octa.net)

**ARTICLE 8. INDEPENDENT CONTRACTOR**

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

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

**ARTICLE 9. INSURANCE**

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

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, Advertising (if applicable to Scope of Work) and Personal

1 Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence, \$2,000,000  
2 general aggregate and \$2,000,000 Products/Completed Operations aggregate;

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

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

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

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

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

20 C. CONSULTANT shall include on the face of the certificate of insurance the Agreement Number  
21 C- C-4-2614 and, the Contract Administrator's Name, Marjorie Morris-Threats.

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

26 /

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

**ARTICLE 10. ORDER OF PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 4-2614; (3) CONSULTANT's technical proposal dated , CONSULTANT's cost proposal dated , and final cost proposal dated (4) all other documents, if any, cited herein or incorporated by reference.

**ARTICLE 11. CHANGES**

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

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

**ARTICLE 12. DISPUTES**

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

/

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

### **ARTICLE 13. TERMINATION**

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

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

### **ARTICLE 14. INDEMNIFICATION**

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

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

**ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

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

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

**ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

CONSULTANT shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONSULTANT's accounting books, records, work data, documents and facilities, as AUTHORITY deems necessary. CONSULTANT shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4) years from

1 the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related  
2 to this Agreement shall also extend to all first-tier subcontractors identified in Article 15 of this Agreement.  
3 CONSULTANT shall permit any of the foregoing parties to reproduce documents by any means  
4 whatsoever or to copy excerpts and transcriptions as reasonably necessary.

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

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

9 **ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY**

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

17 **ARTICLE 19. PROHIBITED INTERESTS**

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

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

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

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

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

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

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

1 with other material not provided by CONSULTANT when such use in combination infringes upon an  
2 existing U.S. letters patent or copyright.

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

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

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

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

change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth by AUTHORITY, or AUTHORITY may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, AUTHORITY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance within the funding limitation.

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

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

**ARTICLE 24. FINISHED AND PRELIMINARY DATA**

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

B. It is expressly understood that any title to preliminary technical data is not passed to AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations, software design documents, layouts and comprehensives prepared by CONSULTANT solely for the purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given for preparation of finished artwork. Preliminary data title and right thereto shall be made available to

AUTHORITY if CONSULTANT causes AUTHORITY to exercise ARTICLE 11, and a price shall be negotiated for all preliminary data.

**ARTICLE 25. GENERAL WAGE RATES**

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

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

/

/

**ARTICLE 26. CONTRACTOR PURCHASED EQUIPMENT**

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

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

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

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

**ARTICLE 27. CONFLICT OF INTEREST**

A. CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the CONSULTANT is unable, or potentially unable to render impartial assistance or advice to the AUTHORITY; CONSULTANT's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONSULTANT. All

1 disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This  
2 disclosure requirement is for the entire term of this Agreement.

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

8 **ARTICLE 28. CODE OF CONDUCT**

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

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

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

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

18 CONSULTANT shall comply with all the requirements set forth in EXHIBIT B, Level 2 SAFETY  
19 SPECIFICATIONS. As used therein, "Contractor" shall mean "Consultant," and "Subcontractor" shall  
20 mean "Sub-consultant."

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

22 CONSULTANT shall not make, participate in making, or use its position to influence any  
23 governmental decisions as defined by the Political Reform Act, Government Code section 8100 et seq.,  
24 and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.  
25 CONSULTANT's personnel performing services under this Agreement shall not authorize or direct any  
26 actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter into

any contractual agreement on behalf of AUTHORITY. In addition, CONSULTANT's personnel shall not provide information, an opinion, or a recommendation for the purpose of affecting a decision without significant intervening substantive review by AUTHORITY personnel, counsel, and management.

**ARTICLE 32. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

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

**ARTICLE 33. FORCE MAJEURE**

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

/

/

/

/

/

/

/

/

/

/

1           **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C- 4-2614 to be  
2 executed as of the date of the last signature below.

3           **CONSULTANT**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

4  
5 By: \_\_\_\_\_

By: \_\_\_\_\_

6           Darrell E. Johnson  
7           Chief Executive Officer

8           **APPROVED AS TO FORM:**

9  
10 By: \_\_\_\_\_

11           James M. Donich  
12           General Counsel

13  
14           **APPROVED:**

15  
16 By: \_\_\_\_\_

17           James G. Beil, P.E.  
18           Executive Director, Capital Programs

**EXHIBIT C: FORMS**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**Information Sheet**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

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

**IMPORTANT NOTICE**

**Basic Provisions of Government Code Section 84308**

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

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

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

ORANGE COUNTY TRANSPORTATION AUTHORITY  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: \_\_\_\_\_ RFP Title: \_\_\_\_\_

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

**If no**, please sign and date below.

**If yes**, please provide the following information:

Prime Contractor Firm Name: \_\_\_\_\_

Contributor or Contributor Firm's Name: \_\_\_\_\_

Contributor or Contributor Firm's Address: \_\_\_\_\_

Is Contributor:

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

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

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

Name of Board Member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Board Member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Contributor

\_\_\_\_\_  
Print Firm Name

\_\_\_\_\_  
Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Tam Nguyen, Chair**

**Doug Chaffee, Vice Chair**

**Valerie Amezcua, Director**

**Jon Dumitru, Director**

**Jamey Federico, Director**

**Katrina Foley, Director**

**Patrick Harper, Director**

**Michael Hennessey, Director**

**Fred Jung, Director**

**Farrah Khan, Director**

**Stephanie Klopfenstein, Director**

**Vicente Sarmiento, Director**

**John Stephens, Director**

**Mark Tettermer, Director**

**Donald Wagner, Director**

**STATUS OF PAST AND PRESENT CONTRACTS FORM**

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

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

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

<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:


**EXHIBIT D: SAFETY SPECIFICATION**

## LEVEL 2 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

### PART I – GENERAL

#### 1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

#### C. INJURY AND ILLNESS PREVENTION PROGRAM

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

#### D. SUBSTANCE ABUSE PREVENTION PROGRAM

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

#### E. HAZARD COMMUNICATION PROGRAM

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

**F. STORM WATER POLLUTION PREVENTION PLAN**

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

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

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

#### **H. SCOPE PLANNING**

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

#### **I. ORIENTATION**

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

#### **J. TRAFFIC & PARKING**

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

#### **K. GENERAL PROVISIONS**

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

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

## **1.2 ENVIRONMENTAL REQUIREMENTS**

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

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

### 1.3 INCIDENT NOTIFICATION AND INVESTIGATION

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

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

#### 1.4 PERSONAL PROTECTIVE EQUIPMENT

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

#### 1.5 LANGUAGE REQUIREMENTS

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

**1.6 WARNING SIGNS AND DEVICES**

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

**1.7 REFERENCES**

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

**END OF SECTION**