

REQUEST FOR PROPOSALS (RFP) 0-1329

BUS ADVERTISING REVENUE PROGRAM



ORANGE COUNTY TRANSPORTATION AUTHORITY

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

(714) 560-6282

Key RFP Dates

Issue Date:	February 23, 2010
Pre-Proposal Conference Date:	March 3, 2010
Question Submittal Date:	March 10, 2010
Proposal Submittal Date:	April 12, 2010
Interview Date:	April 27, 2010

TABLE OF CONTENTS

	<u>PAGE</u>
NOTICE FOR REQUEST FOR PROPOSALS	i
SECTION I INSTRUCTIONS TO OFFERORS	1
SECTION II PROPOSAL CONTENT	6
SECTION III EVALUATION AND AWARD	11
A. EVALUATION CRITERIA	11
B. EVALUATION PROCEDURE	11
C. AWARD	12
D. NOTIFICATION OF AWARD AND DEBRIEFING	13
EXHIBIT A SCOPE OF WORK	
EXHIBIT B COST AND PRICE FORMS	
EXHIBIT C PROPOSED AGREEMENT	
EXHIBIT D FORMS	
EXHIBIT E DRUG-FREE WORKPLACE ACT OF 1988	
EXHIBIT F SAFETY SPECIFICATIONS	



BOARD OF DIRECTORS

Jerry Amante
Chairman

Patricia Bates
Vice-Chairman

Art Brown
Director

Peter Buffa
Director

Bill Campbell
Director

Carolyn V. Cavecche
Director

William J. Dalton
Director

Richard Dixon
Director

Paul G. Glaab
Director

Don Hansen
Director

Allan Mansoor
Director

John Moorlach
Director

Janet Nguyen
Director

Curt Pringle
Director

Miguel Pulido
Director

Gregory T. Winterbottom
Director

Cindy Quon
Governor's
Ex-Officio Member

CHIEF EXECUTIVE OFFICE

Will Kempton
Chief Executive Officer

February 23, 2010

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS
RFP 0-1329: BUS ADVERTISING REVENUE PROGRAM**

Gentlemen/Ladies:

The Orange County Transportation Authority invites proposals from qualified consultants to provide sales, placement and maintenance for interior and exterior Bus Advertising Revenue Program.

Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on April 12, 2010.

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Eugenia F. Pinheiro**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Eugenia F. Pinheiro**

Proposals and amendments to proposals received after the date and time specified above will be returned to the Offerors unopened.

Firms interested in obtaining a copy of this Request For Proposals (RFP) 0-1329 may do so by faxing their request to (714) 560-5792, or e-mail your request to rfp_ifb_Requests@octa.net or calling (714) 560-5922. Please include the following information:

- Name of Firm
- Address
- Contact Person
- Telephone and Facsimile Number
- Request For Proposal (RFP) 0-1329

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET, the Authority's interactive website. The website can be found at www.octa.net. From the site menu, click on CAMM NET to register.

To receive all further information regarding this RFP 0-1329, firms 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:

Commodities for this solicitation are:

Category(s):

Commodity(s):

Marketing, Advertising & Media
Services

Advertising – Outdoor Billboard

A pre-proposal conference will be held on March 3, 2010, at 2:00 p.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103/104. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established April 27, 2010 as the date to conduct interviews. All prospective Offeror's will be asked to keep this date available.

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

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

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

Sincerely,

A handwritten signature in dark ink, appearing to read 'Eugenia F. Pinheiro', written over the printed name.

Eugenia F. Pinheiro
Section Manager, Procurement
Contracts Administration and Materials Management

SECTION I

INSTRUCTIONS TO OFFERORS

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

A pre-proposal conference will be held on March 3, 2010, at 2:00 p.m. the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103/104. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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.

D. AUTHORITY CONTACT

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

Eugenia F. Pinheiro
Contracts Administration and Materials Management Department
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5641, Fax: 714.560.5792
E-Mail: epinheiro@octa.net

E. CLARIFICATIONS**1. Examination of Documents**

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on March 10, 2010.
- 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 Courier: Contracts Administration and Materials Management Department, 600 South Main Street, 4th Floor, Orange, California 92868.
 - (3) Facsimile: The Authority's fax number is (714) 560-5792.
 - (4) E-Mail: Eugenia F. Pinheiro e-mail address is *epinheiro@octa.net*.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, the Authority's interactive website, no later than March 15, 2010. Offerors may download responses from CAMM NET at www.octa.net/cammnet, or request responses be sent via U.S. Mail by e-mailing or faxing the request to Eugenia F. Pinheiro.

To receive e-mail notification of Authority responses when they are posted on CAMM NET, firms 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:

Commodities for this solicitation are:

Category(s):

Marketing, Advertising & Media Services

Commodity(s):

Advertising – Outdoor Billboard

Inquiries received after March 10, 2010, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on April 12, 2010.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

2. Address

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Eugenia F. Pinheiro**

Or proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
P.O. Box 14184
Orange, California 92863-1584
Attention: Eugenia F. Pinheiro**

Firms must obtain a visitor badge from the receptionist in the lobby of the 600 Building prior to delivering any information to Camm.

3. Identification of Proposals

Offeror shall submit an **original and six (6) copies** of its proposal in a sealed package, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

"RFP 0-1329: BUS ADVERTISING REVENUE PROGRAM"

4. 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 postpone proposal openings for its own convenience.
- d. Proposals received by Authority are public information and must be made available to any person upon request.
- e. 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.

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 either Fixed Guaranteed Revenue or a Revenue Sharing contract specifying minimum guaranteed revenue amounts for each contract year.

L. CONFLICT OF INTEREST

All Offerors responding to this Request For Proposals 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.

M. CODE OF CONDUCT

Offeror agrees 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. Offeror agrees to include these requirements in all of its subcontracts.

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 on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, excluding any appendices.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Eugenia F. Pinheiro 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. Include name, title, address, and telephone number of the contract person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number; 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 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the 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. List the firm's top five (5) revenue-generating contracts comparable to the Authority's fleet size, over the last five (5) years and the amount of revenue generated per contract per year. Describe experience in working with the various government agencies identified in this RFP.
- (4) Identify subcontractors by company name, address, contact person, telephone number and project function. Describe Offeror's experience working with each subcontractor.
- (5) Provide as a minimum five (5) references for the projects cited as related experience, and furnish the name, title, address and telephone number 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) Provide education, experience, and applicable professional credentials of project staff.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel.
- (3) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (4) 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.
- (5) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (6) 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 work plan shall be of such detail to demonstrate the Offerors 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 from the project commencement date.
- (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 exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the Authority's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements as set forth in Exhibit C.

4. Revenue Proposal

As part of the revenue proposal, the Offeror shall submit proposed revenue pricing for the services described in Exhibit A, Scope of Work.

The Offeror shall provide advertising service proposals under two revenue generating scenarios:

- a) Fixed, Guaranteed Revenue basis, with OCTA receiving a specified annual amount of revenue regardless of actual advertising sales; and
- b) Revenue-sharing basis, with OCTA receiving a percentage of actual net revenues with a minimum guaranteed annual amount, whichever is greater.

The Offeror shall complete the "Fixed Guaranteed Revenue Summary Sheet" and the "Revenue Sharing Price Summary Sheet" form(s) included with this RFP as Exhibit B.

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. Party and Participant Disclosure Forms

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 Boards of Directors, Offeror is required to complete and sign the Party and Participant Disclosure Forms provided in this RFP and submit as part of the proposal. Offeror is required to submit only one copy of the completed form(s) as part of its proposal and it should be included in only the original proposal. The prime consultant and subcontractors must complete the form entitled "Party Disclosure Form". The form entitled "Participant Disclosure Form" must be completed by lobbyists or agents representing the prime consultant. Therefore, the prime consultant, subcontractors and agents will be required to report all campaign contributions from the proposal submittal date up and until the Board of Directors makes a selection, which is currently scheduled for June 14, 2010.

2. Status of Past and Present Contracts Form

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years and the contract has ended or will end in a termination, settlement, or litigation. A separate form must be completed for each contract. Offeror shall provide an accurate name and telephone number for each contract and indicate the term of the contract and the original contract value. If the contract was terminated, Offeror must list the reason for termination. Offeror must identify and state the status of any litigation, claims or settlement agreements related to any of the contracts. Each form must be signed by the Offeror confirming the information that the information provided is true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

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 25%**

Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 20%**

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 15%**

Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of labor distribution among the tasks; ability to meet the project deadline; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Revenue 40%**

Reasonableness of the total revenue and competitiveness of this amount with other offers received; adequacy of data in support of figures quoted.

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 April 27, 2010, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

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

C. AWARD

The Authority will evaluate the proposals received and will submit, with approval of the Transit Committee, the proposal considered to be the most competitive to the Authority's Board of Directors, for consideration and selection. 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.

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.

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) 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) days of notification of the contract award.

EXHIBIT A

SCOPE OF WORK

**SCOPE OF WORK
BUS ADVERTISING REVENUE PROGRAM**

BACKGROUND

The Orange County Transportation Authority (OCTA) is the agency responsible for planning, developing, and implementing transportation programs and services within Orange County. These programs and services include fixed-route bus service, ACCESS (paratransit) bus service, commuter rail service, administering Measure M revenue to create a balanced multi-modal transportation system, motorists services, and the 91 Express Lanes toll road.

Transit advertising on its fixed-route and ACCESS vehicles has provided OCTA with an innovative way to generate additional needed revenue. In addition, it also provides a service to the business community. Outdoor media in Orange County is very limited, which makes it difficult and expensive to obtain. OCTA vehicles provide, in essence, moving billboards, which businesses can lease to place advertising messages. The vehicles are highly visible on Orange County streets and roads. OCTA's service area covers 797 square miles throughout Orange County as well as some areas in Los Angeles.

This agreement between OCTA and the CONCESSIONAIRE is to provide the sales and administration of OCTA's bus advertising revenue program. The CONCESSIONAIRE shall solicit, place, administer, and manage and maintain advertisements in and on the interior and exterior space available on OCTA vehicles.

The existing revenue-generating agreement is for three years with two, one-year option terms. The agreement was initially based on annual minimum guaranteed revenue or 65 percent of the total gross revenue, whichever was greater. Midway through the first option term, the contract was renegotiated due to economic downturns and the impact on advertising sales. The renegotiation provided a 67 percent revenue share on gross profits, with a reinstallation of the minimum guarantee once sales returned to normal. Below are the minimum guarantees for those years, as well as the revenue share for those months on the revised contract.

Time Period	Minimum Guarantee
September 1, 2005 to August 31, 2006	\$3,800,000
September 1, 2006 to August 31, 2007	\$4,200,000
September 1, 2007 to August 31, 2008	\$4,700,000
September 1, 2008 to February 28, 2009	\$2,600,000
	67% Revenue Share
March 1, 2009 to August 31, 2009	\$1,450,000
September 1, 2009 to December 31, 2009	\$1,675,000

OCTA FLEET INVENTORY

Currently, OCTA's fleet consists of articulated large buses (60' in length), large buses (40' in length), mid-size buses (30' in length), and mini buses (less than 30' in length). The fleet type and quantity of advertisements allowed on each type of bus is described below. These numbers represent OCTA's best estimate on the fleet mix and are subject to change. Space availability on OCTA vehicles may change during the period of this contract for reasons including, but not limited to, the acquisition of new vehicles, the retiring of old vehicles, the addition or reduction of vehicles due to fluctuations in service hours.

Bus Type	Ad Space Available	Bus Quantity Original Contract	Bus Quantity FY 09-10	Bus Quantity FY 10-11
30' & under mini/ mid-size	1 tail	332	332	272
40' diesel powered	2 king, 1 tail, 1 front	282	31	0
40' LNG powered	2 king, 1 tail, 1 front	232	232	169
40' CNG powered	2 king, 1 front	0	342	299
60' articulated	3 king, 1 tail, 1 front	50	50	40

Note: On 40' and 60' buses, king-size advertisements measure 30" x 144". On 30' buses and larger, tail-size advertisements measure 21" x 72". On buses less than 30', tail-size advertisements measure 21" x 72" and 21" x 70", front bike rack ads 14" x 44".

OCTA's bus fleet is currently distributed among five operating bases:

Anaheim Base (fixed route)
1717 E. Via Burton
Anaheim, CA 92806

Garden Grove Base (fixed route)
11790 Cardinal Circle
Garden Grove, CA 92843

Irvine Base (fixed route/MV Transit)
14736 Sand Canyon Road
Irvine, CA 92618

Santa Ana Base (fixed route)
4301 W. MacArthur Boulevard
Santa Ana, CA 92704

Irvine (ACCESS/Veolia)
16281 Construction Circle
Irvine, CA 92606

TASKS AND RESPONSIBILITIES

- 1) CONCESSIONAIRE agrees to solicit advertising in an effort to completely sell all available advertising space authorized by this agreement.
- 2) CONCESSIONAIRE agrees to refuse advertising of tobacco and/or alcoholic beverage products and sexually explicit copy on any OCTA vehicles.
- 3) If requested in writing by OCTA, an advertiser's poster, inside or outside of any bus, shall be removed by CONCESSIONAIRE within 48 hours of receipt of written request.
- 4) Installation and removal of advertisements shall be done by CONCESSIONAIRE at CONCESSIONAIRE's sole expense. Installation and removal at OCTA's five bus facilities shall be performed by CONCESSIONAIRE between the hours of 8:00 p.m. and 4:30 a.m. unless prior approval is obtained from OCTA. CONCESSIONAIRE shall be responsible for, at no cost to OCTA, any repairs required as a result of installation or removal of advertisements. This includes, but is not limited to, any paint or stripe damage, if any, resulting from the removal of direct application advertisements.
- 5) OCTA enforces a strict safety policy for employees and vendors. Due to the level of activities at OCTA facilities, and the large number of vehicles and employees, yard congestion, and safety is of vital concern. In order to avoid personal injuries or property damage, the following procedures, as found in the OCTA safety manual, shall be followed at all times.
 - Maximum yard speed is 10 m.p.h.
 - Yield right-of-way to vehicles backing out of the shop and parking stalls.
 - Follow designated yard directional traffic flow; do not drive across bus stalls.
 - Stop at designated "stop" markings in the yard.
 - Vehicle must have headlights on, directional signals flashing, and rotating beacon light on.
 - All workers in the yard must wear a reflective safety vest at all times.
 - Always be courteous and never demand the right-of-way to the extent of causing an accident.
 - Pedestrian traffic in or out of the vehicle access gates is prohibited.
 - Steel-toed boots should be worn at all times in the yard.
- 6) OCTA and CONCESSIONAIRE shall work together to continue the full wrap, partial wrap, king ad, and tail wrap bus programs in which the entire or partial parts of the bus are wrapped with a vinyl adhesive printed with the advertisers message. OCTA will also allow 60' articulated buses to be part of the wrap programs. OCTA shall have the right of prior approval of all advertising to be proposed for this program. CONCESSIONAIRE shall be responsible for initial application and final removal of the vinyl graphics. Upon removal of graphics, CONCESSIONAIRE shall be responsible for, at no cost to OCTA, repainting the bus to the original color scheme and replacing any damaged stripes or markings, if any, discovered during removal.

- 7) Exterior advertising material shall in no case exceed dimensions that will interfere with safe bus operations. Advertising that partially or entirely “wraps” the vehicle including window surfaces, shall not cover more than 30 percent of a vehicle’s total window surface and not more than 50 percent of the window surface of any bus side may be covered. Exceptions are granted on a case–by-case basis, and should not be requested as normal operations.
- 8) To maintain an attractive exterior on each of it’s buses, the CONCESSIONAIRE shall agree to maintain clean and not worn, tattered or defaced advertising displays. Each ad shall be free from wrinkles, blisters or similar defects and shall be “squared” to the vehicle contour lines, and shall present a sharp and clear appearance. No “layering” of vinyl advertisements is permitted, the previous vinyl must be removed before application of a new vinyl.
- 9) Printing and mounting specifications for the exterior advertising are: 3M, non-permanent self-adhesive is the only acceptable material (film and over laminates) to be used on all OCTA bus exteriors.
- 10) OCTA and CONCESSIONAIRE shall work together to continue the front bike rack advertising program in which ads are placed in the frames on the bike racks at the front of each bus. OCTA shall have the right of prior approval of all advertising to be proposed for this program. CONCESSIONAIRE shall be responsible for initial application and final removal of the graphics. Upon removal of graphics, CONCESSIONAIRE shall be responsible for, at no cost to OCTA, replacing any damaged, if any, discovered during removal.
- 11) Printing and mounting specifications for the bike rack advertising are: 3M IJ36 vinyl printed with weatherproof/waterproof inks, mounted on chloroplast corrugated plastic.
- 12) OCTA owns, maintains, installs, and removes all advertising frames (located on the front of all bike racks). OCTA’s requires that advertisements be made of pressure-sensitive self-adhesive vinyl that can be placed directly on the surface of the vehicles, for all advertisements other than those located in the frames on the bike racks.
- 13) OCTA and CONCESSIONAIRE shall work together to continue the interior bus advertising program. To properly maintain the interior advertising cards, installation of black 11”x1-1/2” high-impact styrene plastic spacers between all advertising cards is required. The spacers will be procured and replaced as necessary by the CONCESSIONAIRE.
- 14) CONCESSIONAIRE shall be responsible for any storage space required to store CONCESSIONAIRE’s tools, advertising signs, or any other items required to complete tasks and responsibilities. OCTA will not make space available for storage of these items on OCTA property.

- 15) The CONCESSIONAIRE must remove date sensitive advertisements within one week after expiration. Failure to remove date sensitive advertisements within one week after expiration may result in OCTA removing the advertisements and assessing the cost for removal to the CONCESSIONAIRE.
- 16) By the fifteenth day of each month, CONCESSIONAIRE shall furnish to OCTA a posting report, which summarizes all advertisements that have appeared or will appear on OCTA vehicles during that month. The posting report shall include the following for each advertisement: advertiser's name, name of advertisement, number of units, type of advertisement, posting and billing dates, and gross revenue. Any deviations from normal contract procedures, such as, but not limited to, "bonuses", shall be noted on this report.
- 17) Upon request, CONCESSIONAIRE shall furnish to OCTA a copy of each contract entered into by CONCESSIONAIRE for advertising on all buses during this agreement. Terms and conditions of sales of advertising shall be at the sole discretion of CONCESSIONAIRE, subject to the terms and conditions of this agreement.
- 18) By the end of each Monday, CONCESSIONAIRE shall furnish to OCTA a detailed audit of each garage showing the bus number and type of ad and name of ad on each available ad space on each bus.
- 19) OCTA shall have the option to retain, free of charge, for its own use: 35 king-size exterior bus advertising spaces, 35 tail-size exterior bus advertising spaces, and 5 full wraps on buses of OCTA's choice. OCTA may use these for their own use, or as part of barter (trade) agreements with any other firm, including the CONCESSIONAIRE. OCTA will notify CONCESSIONAIRE in a timely manner when it plans to use this space. OCTA shall also have, free of charge, the use of up to 50 unsold exterior bus advertising spaces, as they are available. It shall be CONCESSIONAIRE's responsibility to determine the amount of unsold space available and to notify OCTA in a timely manner (two to four weeks advance notice) in order that OCTA may utilize said space to its best advantage. An audit of CONCESSIONAIRE's records shall periodically be conducted by OCTA to verify the amounts of unsold advertising space available. Such audit may be conducted every six months.
- 20) If OCTA decides to use any of its exterior advertising space, CONCESSIONAIRE agrees to install OCTA's king size and tail poster size advertisements at no charge within ten days after receipt and to remove all advertising within three days of the specified removal date. OCTA will install any ultra king, tail wrap or full wrap exterior advertising at their own expense.
- 21) CONCESSIONAIRE shall reserve 20 interior bus card spaces per bus for OCTA's own use. In addition, OCTA may use any unsold interior spaces. OCTA's interior bus cards shall have priority of installation over all other non-revenue-generating interior cards. OCTA further reserves the right to post at such places as it desires upon its buses: bus books, route maps, and marketing materials regarding its services or operations.

- 22) If OCTA decides to use any of its interior or exterior advertising space, CONCESSIONAIRE agrees to install OCTA's advertisements at no charge within ten days after receipt and to remove all advertising within three days of the specified removal date.
- 23) CONCESSIONAIRE shall report, notify, and/or make OCTA aware of all "trade contracts" that CONCESSIONAIRE may obtain or have for the duration of this agreement.
- 24) CONCESSIONAIRE shall compensate OCTA accordingly for such "trade contracts" by either (1) paying OCTA monies equal to the percentage that OCTA has in this agreement or (2) by other means common in the industry. Such compensation will be determined by OCTA and CONCESSIONAIRE must obtain OCTA approval prior to entering into any "trade contracts." CONCESSIONAIRE shall be accountable to OCTA for such "trade contracts."
- 25) CONCESSIONAIRE shall establish an irrevocable letter of credit in favor of OCTA. The irrevocable letter of credit shall be established on the effective date of this agreement and be in the amount of one-fourth of the minimum annual guarantee for each year the agreement is in effect.
- 26) OCTA agrees to cooperate fully with CONCESSIONAIRE in providing ridership data, bus route information, and actual bus promotions if requested by CONCESSIONAIRE to assist in sales promotions.
- 27) CONCESSIONAIRE may be subject to annual audits on its business relating to the Bus Revenue-Generating Advertising Program. After receipt of reasonable notice, CONCESSIONAIRE shall provide OCTA access to records and facilities as OCTA deems necessary to determine the accuracy of monthly statements and posting reports. Access shall be defined as a location within either Orange County or Los Angeles County.
- 28) At the end of the contract period, existing CONCESSIONAIRE must cooperatively participate in the transition of this service to a new CONCESSIONAIRE if necessary. If a transition to a new CONCESSIONAIRE occurs, the existing CONCESSIONAIRE agrees to make reasonable efforts to maintain service levels without any degradation to the service. These efforts are to ensure a smooth transition of service and to eliminate any service disruption.
- 29) In the event that a new CONCESSIONAIRE is awarded the contract, a transition of agreements must take place. As of June 15, 2010, the existing CONCESSIONAIRE will not enter into any new advertising agreements for OCTA that expire later than August 31, 2010. A status report will be submitted to the OCTA indicating a list of agreements, how many units are involved, and date of expiration for each agreement. The new CONCESSIONAIRE will take over all open advertising units on September 1, 2010, and will be notified of each expiring agreement, taking over that advertising space when open.

EXHIBIT B

COST AND PRICE FORMS

**REVENUE SHARING
PRICE SUMMARY SHEET
REQUEST FOR PROPOSALS (RFP) 0-1329**

Enter below the proposed revenue price for each term, based on revenue-sharing scenario.

Year 1	Year 2	Year 3	1st Option Term	2nd Option Term
Sept. 1, 2010 to Aug. 31, 2011	Sept. 1, 2011 to Aug. 31, 2012	Sept. 1, 2012 to Aug. 31, 2013	Sept. 1, 2013 to Aug. 31, 2014	Sept. 1, 2014 to Aug. 31, 2015

1. Estimated Gross Advertising Revenues:

\$_____ \$_____ \$_____ \$_____ \$_____

2. Percentage of Split of Actual Gross Revenues:

OCTA:

Year 1	Year 2	Year 3	1st Option Term	2nd Option Term
_____ %	_____ %	_____ %	_____ %	_____ %

Concessionaire:

Year 1	Year 2	Year 3	1st Option Term	2nd Option Term
_____ %	_____ %	_____ %	_____ %	_____ %

3. Minimum Amount of Revenue Guaranteed to Authority Annually:

Year 1	Year 2	Year 3	1st Option Term	2nd Option Term
\$_____	\$_____	\$_____	\$_____	\$_____

State how frequently payment to the Authority will be made during a twelve month period (i.e., annually in advance, annually in arrears, monthly, quarterly, etc.)

**FIXED GUARANTEED REVENUE
PRICE SUMMARY SHEET
REQUEST FOR PROPOSALS (RFP) 0-1329**

Enter below the proposed revenue price for each term, based on fixed, guaranteed revenue scenario.

Year 1	Year 2	Year 3	1st Option Term	2nd Option Term
Sept. 1, 2010 to Aug. 31, 2011	Sept. 1, 2011 to Aug 31, 2012	Sept. 1, 2012 to Aug 31, 2013	Sept. 1, 2013 to Aug. 31, 2014	Sept. 1, 2014 to Aug. 31, 2015

1. Estimated Gross Advertising Revenues:

\$_____ \$_____ \$_____ \$_____ \$_____

2. Fixed Amount of Guaranteed Revenue to Authority Annually

Year 1	Year 2	Year 3	1st Option Term	2nd Option Term
\$_____	\$_____	\$_____	\$_____	\$_____

State how frequently payment to the Authority will be made during a twelve month period (i.e., annually in advance, annually in arrears, monthly, quarterly, etc.)

EXHIBIT C
PROPOSED AGREEMENT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

PROPOSED AGREEMENT NO. C-0-1329

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective this ____ day of _____, 2010, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the state of California (hereinafter referred to as "AUTHORITY"), and _____, _____, (hereinafter referred to as "CONCESSIONAIRE").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance in selling, placing administering and managing advertisements on the interior and exteriors of AUTHORITY's transit vehicles; and

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

WHEREAS, CONCESSIONAIRE has represented that it has the requisite personnel and experience, and is capable of performing such services; and

WHEREAS, CONCESSIONAIRE wishes to perform these services; and

WHEREAS, the AUTHORITY's Board of Directors approved this Agreement on June 14, 2010;

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and CONCESSIONAIRE as follows:

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of this Agreement between AUTHORITY and CONCESSIONAIRE and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any

term or condition of this Agreement shall not affect the validity of other terms or conditions.

B. AUTHORITY's failure to insist in any one or more instances upon CONCESSIONAIRE's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or conditions and CONCESSIONAIRE's 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. DEFINITIONS

As used throughout this Agreement, the following terms shall have the following corresponding meanings.

A. "Buses" shall mean all revenue vehicles which are now or may be later owned and/or operated by AUTHORITY, including but not limited to the following:

1. Large buses (40' or more in length).
2. NABI large buses (40' in length).
3. Mini/mid-size buses (less than 30' in length).
4. Articulated Buses (60' in length).
5. Mid-size buses (30' in length).

B. "Carding" shall mean all labor and materials involved in attaching, placing, or removing advertising materials in the appropriate frames, or areas provided, including direct application of pressure sensitive material.

/

C. "Gross Revenue" shall mean all amounts billed and billable by CONCESSIONAIRE, for the advertising authorized or permitted to be displayed in or on the buses, less recognized advertising agency commission which has been deducted, if applicable, (not-to-exceed fifteen percent). Bad debt losses shall not be deducted from Gross Revenue, unless CONCESSIONAIRE receives prior approval from AUTHORITY.

"Gross Revenue" shall also include the value of all consideration including consideration other than cash received by CONCESSIONAIRE for the advertising authorized or permitted to be displayed on the buses.

D. "Framing" shall mean attachment and maintenance of all necessary frames.

E. "Framing Plan" shall mean the size and location of advertising framing which shall be as follows:

1. 30" x 144" and 21" x 72", on all current standard large buses, 21" x 72", and 21" x 70" on minibuses.

2. On standard buses, adhesive free form displays requiring no frames may be applied to both sides and rear.

F. "Minimum Guarantee" shall mean the least amount of money paid to AUTHORITY by CONCESSIONAIRE, such amounts are shown in Article 7.

G. "Trade Contracts" shall mean agreements, either written or oral, made between CONCESSIONAIRE instead of a monetary fee.

H. "Accounting Year" shall be twelve (12) full calendar months. The Accounting Year shall be synonymous with the twelve-month period contained in the first one-year term of this Agreement. Once the accounting year has been established, it shall be continued through the term of this Agreement unless AUTHORITY specifically approves in writing a different accounting year. AUTHORITY shall only approve a change in accounting year in the event of undue hardship being placed on either CONCESSIONAIRE or AUTHORITY, or because of more convenience or inconvenience.

I. "Working Day" shall mean Monday through Friday, except for the following holidays:

New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

ARTICLE 4. SCOPE OF WORK

A. CONCESSIONAIRE shall perform the work necessary to complete in a manner satisfactory to AUTHORITY the services set forth in Exhibit A, entitled "Scope of Work," 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. CONCESSIONAIRE 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 CONCESSIONAIRE, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the services of any key person become no longer available to CONCESSIONAIRE, the resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless CONCESSIONAIRE is not provided with such notice by the departing employee. AUTHORITY shall respond to CONCESSIONAIRE within seven (7) calendar days following receipt of these qualifications concerning acceptance of the

candidate for replacement.

ARTICLE 5. EXCLUSIONARY RIGHTS

AUTHORITY shall grant to CONCESSIONAIRE, in accordance with the terms and conditions of this Agreement, the exclusive right to sell advertising in and on all AUTHORITY buses.

ARTICLE 6. TERM OF AGREEMENT

A. This Agreement shall commence on September 1, 2010, and shall continue in full force and effect through August 31, 2013 ("Initial Term"), unless earlier terminated or extended as provided in this Agreement.

B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an additional twelve (12) months, commencing September 1, 2013 and continuing through August 31, 2014 ("First Option Term"), and thereupon require CONCESSIONAIRE to continue to provide services in accordance with Exhibit A, "Scope of Work, " at no less than the minimum guarantees set forth in Article 7, "Payment."

C. If AUTHORITY exercises its option to extend the term of this Agreement as provided in paragraph B of this Article 6, then AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an additional twelve (12) months, commencing September 1, 2014 and continuing through August 31, 2015 ("Second Option Term"), and thereupon require CONCESSIONAIRE to continue to provide services in accordance with Exhibit A, "Scope of Work, " at no less than the minimum guarantees set forth in Article 7, "Payment."

D. AUTHORITY's election to extend this Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for AUTHORITY's convenience or CONCESSIONAIRE default as provided elsewhere in the Agreement. The "maximum term" of this Agreement shall be the period extending from September 1, 2010 through August 31, 2015, which period encompasses the Initial Term, First Option Term, and Second Option Term.

/

/

ARTICLE 7. PAYMENT

A. By the twentieth (20) working day of each month, CONCESSIONAIRE shall pay to the AUTHORITY's Accounts Receivable Department an amount equal to _____ percent (___%) of the actual Gross Revenue received during the preceding month. Within fifteen (15) days of the end of each three-month quarter (a "Quarterly Period"), in the event the total percentage amount attributable to the Quarterly Period is less than the total minimum guarantee attributable to the Quarterly Period, CONCESSIONAIRE shall make additional payments to AUTHORITY that shall be equal to the difference between the minimum guarantee attributable to that Quarterly Period and the percentage amount attributable to that Quarterly Period.

B. CONCESSIONAIRE shall pay to AUTHORITY's Accounts Receivable Department, an amount equal to one-twelfth of the minimum guarantee amount stated below (the "Minimum Guarantee Payment"). Within Fifteen (15) working days of the end of each Quarterly Period, CONCESSIONAIRE shall pay to the AUTHORITY the amount, if any, by which _____ (___%) percent of the actual Gross Revenue received for the period commencing on the first day of the Quarterly Period through the end of applicable Quarterly Period exceeds the aggregate amounts paid to the AUTHORITY pursuant to the Minimum Guarantee for that particular Quarterly Period (the "Reconciliation Amount").

C. Accompanying each payment to AUTHORITY two (2) copies of a correct statement of all applicable Gross Revenues for that portion of the Accounting Year which ends with and includes the last day of the preceding calendar month. This statement shall be signed by CONCESSIONAIRE or CONCESSIONAIRE's responsible agent, under penalty of perjury, and shall be in the form prescribed by AUTHORITY's Accounts Receivable Department. Each statement shall include:

1. Agreement No. C-0-1329;
2. One-twelfth of the annual Minimum Guarantee (if applicable);
3. The total gross revenue for said portion of the Accounting Year;
4. The related itemized amounts of percentage payment computed as herein provided and the total thereof (if applicable);

5. The total payment previously paid by CONCESSIONAIRE for the Accounting Year within which the preceding months falls, and
6. Certification signed by the CONCESSIONAIRE or his/her designated alternate that the statement is true, complete and correct; and
7. Any other information as agreed or requested by AUTHORITY to substantiate the validity of the statement; and
8. The amount due for the preceding month.

The annual minimum guarantees for each year covered by this Agreement are:

Time Period	Minimum Guarantee	
September 1, 2010 – August 31, 2011	\$ _____	
September 1, 2011 – August 31, 2012	\$ _____	
September 1, 2012 – August 31, 2013	\$ _____	
September 1, 2013 – August 31, 2014	\$ _____	Option Term: _____
September 1, 2014 – August 31, 2015	\$ _____	Option Term: _____

The percentage amount due shall be calculated by applying a rate of _____ percent (____%) to the total Gross Revenue. If this amount is greater than one-twelfth of the annual minimum guarantee, CONCESSIONAIRE shall pay to the AUTHORITY _____ percent (____%) of actual Gross Revenue received computed for that portion of the Accounting Year ending with the including the last day of the preceding month less the total amount previously paid for the Accounting Year.

D. AUTHORITY and CONCESSIONAIRE shall work together to continue the “Full Wrap Bus,” “Partial Wrap Bus,” and “Tail Wrap Bus” programs. CONCESSIONAIRE shall be responsible for the initial wrapping of the vehicle removal of the wrap and repair of any paint or stripe damage, at no cost to AUTHORITY. AUTHORITY shall have the right of prior approval of all advertising to be proposed for wrapping on the vehicles. Revenue generated from the “Wrap Program” shall be included as part of the minimum guarantee.

E. CONCESSIONAIRE shall compensate AUTHORITY for all “trade contracts” either: (1)

1 paying AUTHORITY monies equal to the percent that AUTHORITY has in this contract or (2) by
2 other means common in the industry, such compensation to be determined by AUTHORITY.
3 CONCESSAIRE shall be accountable to AUTHORITY for such "trade contracts."

4 F. CONCESSIONAIRE hereby acknowledges that a late payment of any and all
5 amounts due hereunder will cause AUTHORITY to incur costs not contemplated by this
6 Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include but
7 are not limited to costs such as administrative processing of delinquent notices, increased
8 accounting costs, et cetera. Accordingly, if any payment of amounts due, as specified herein, or of
9 any other sum due AUTHORITY is not received by the due date, a late charge of one and one-half
10 (1.5%) of the amount due and unpaid plus an administrative charge of \$100 shall be added to the
11 amount due, and the total sum shall become immediately due and payable to AUTHORITY. An
12 additional charge of one and one-half percent (1.5%) of said amounts remains unpaid.
13 CONCESSIONAIRE and AUTHORITY hereby agree that such late charges represent a fair and
14 reasonable estimate of the cost that AUTHORITY will incur by reason of CONCESSIONAIRE's late
15 payment. Acceptance of such late charges (and/or any portion of the overdue payment) by
16 AUTHORITY shall in not event constitute a waiver of CONCESSIONAIRE's default with respect to
17 such overdue payment, or prevent AUTHORITY from exercising any of the other rights and
18 remedies granted hereunder. Full payment of amount due, including the last payment, interest
19 charged and administrative charge shall constitute a cure of CONCESSIONAIRE's default.
20 CONCESSIONAIRE shall invoice AUTHORITY on a monthly basis for payments corresponding to
21 the work actually completed by CONCESSIONAIRE. Percentage of work completed shall be
22 documented in a monthly progress report prepared by CONCESSIONAIRE, which shall accompany
23 each invoice submitted by CONCESSIONAIRE. CONCESSIONAIRE shall also furnish such other
24 information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its
25 sole discretion, AUTHORITY may decline to make full payment for any task listed in paragraph B of
26

this Article until such time as CONCESSIONAIRE has documented to AUTHORITY's satisfaction, that CONCESSIONAIRE has fully completed all work required under the task.

ARTICLE 8. AUTHORITY APPROVAL

AUTHORITY shall retain the right to approve any advertising prior to placement on or in any of AUTHORITY buses and shall approve or disapprove at AUTHORITY's discretion, all advertising to be used on the "Wrap bus" campaign prior to implementation pursuant to this Agreement, AUTHORITY covenants that any AUTHORITY approval will not be unreasonably withheld or delayed. In the event an advertisement has been placed on or in an AUTHORITY bus with AUTHORITY disapproves, then CONCESSIONAIRE shall remove said advertising immediately upon being notified of disapproval by AUTHORITY.

ARTICLE 9. 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 CONCESSIONAIRE:

ATTENTION: _____

(____ / ____)

E-Mail: _____

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P. O. Box 14184

Orange, CA 92863-1584

ATTENTION: Eugenia F. Pinheiro

Section Manager, Procurement

(714/560-5841)

epinheiro@octa.net

/

/

ARTICLE 10. INDEPENDENT CONTRACTOR

CONCESSIONAIRE's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONCESSIONAIRE's personnel performing services under this Agreement shall at all times be under CONCESSIONAIRE's exclusive direction and control and shall be employees of CONCESSIONAIRE and not employees of AUTHORITY. CONCESSIONAIRE 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.

ARTICLE . 11 INSURANCE

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

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000.00 each accident;

3. Workers' Compensation with limits as required by the State of California including a waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents;

4. Employers' Liability with minimum limits of \$1,000,000.00; and

5. Professional Liability with minimum limits of \$1,000,000.00 per claim.

B. Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be received by AUTHORITY within

ten (10) calendar days from the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and agents designated as additional insured on the general and automobile liability. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.

C. CONCESSIONAIRE shall include on the face of the Certificate of Insurance the Agreement Number C-0-1329; and, the Contract Administrator's Name, Eugenia F. Pinheiro.

D. CONCESSIONAIRE shall also include in each subcontract the stipulation that subcontractors shall maintain insurance coverage in the amounts required from CONCESSIONAIRE as provided in this Agreement.

ARTICLE 12. 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 0-1329; (3) CONCESSIONAIRE's proposal dated _____; (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 13. CHANGES

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 CONCESSIONAIRE 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, CONCESSIONAIRE 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 CONCESSIONAIRE from proceeding immediately with the agreement as changed.

/

/

ARTICLE 14. DISPUTES

A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by AUTHORITY's Director, Contracts Administration and Materials Management (CAMM), who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONCESSIONAIRE. The decision of the Director, CAMM, shall be final and conclusive.

B. The provisions of this Article shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, CONCESSIONAIRE shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

C. Pending final decision of a dispute hereunder, CONCESSIONAIRE shall proceed diligently with the performance of this Agreement and in accordance with the decision of AUTHORITY's Director, CAMM. This Disputes clause does not preclude consideration of questions of law in connection with decisions provided for above. 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 15. TERMINATION

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

Agreement.

B. AUTHORITY may terminate this Agreement for CONCESSIONAIRE's default if a federal or state proceeding for the relief of debtors is undertaken by or against CONCESSIONAIRE, or if CONCESSIONAIRE makes an assignment for the benefit of creditors, or if CONCESSIONAIRE breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by AUTHORITY. CONCESSIONAIRE shall be liable for all reasonable costs incurred by AUTHORITY as a result of such default including, but not limited to, procurement costs of the same or similar services defaulted by CONCESSIONAIRE under this Agreement.

ARTICLE 16. INDEMNIFICATION

CONCESSIONAIRE shall indemnify, defend and hold harmless AUTHORITY, its officers, directors, employees and agents 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 CONCESSIONAIRE, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Agreement.

ARTICLE 17. ASSIGNMENTS AND SUBCONTRACTS

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

B. AUTHORITY hereby consents to CONCESSIONAIRE's subcontracting portions of the Scope of Work to the parties identified below for the functions described in CONCESSIONAIRE's proposal. CONCESSIONAIRE shall include in the subcontract agreement the stipulation that CONCESSIONAIRE, 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 CONCESSIONAIRE.

Subcontractor Name/Addresses

Subcontractor Amounts

\$ _____

\$ _____

ARTICLE 18. AUDIT AND INSPECTION OF RECORDS

A. CONCESSIONAIRE shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONCESSIONAIRE's accounting books, records, payroll documents and facilities, as AUTHORITY deems necessary. CONCESSIONAIRE 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 CONCESSIONAIRE's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 12 of this Agreement. CONCESSIONAIRE shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

B. In addition to any other remedies available to AUTHORITY at law or in equity or under this Agreement, in the event the CONCESSIONAIRE fails to maintain and keep books, records, and accounts on the CONCESSIONAIRE's premises and/or source documents relating thereto, or to make the same available to AUTHORITY for examination and audit, or to record sales and/or to maintain registers to record sales, or to provide financial statements and other information to AUTHORITY regarding gross sales as required by this Agreement, AUTHORITY, at AUTHORITY's option, may:

1. Perform such examinations, audits, and/or investigations itself or through agents or employees as AUTHORITY and/or its auditors may deem appropriate to confirm the amount payable by CONCESSIONAIRE under this

Agreement and any and all costs and/or expenses incurred by AUTHORITY in connection therewith shall be promptly reimbursed to AUTHORITY by CONCESSIONAIRE upon demand.

2. Require that CONCESSIONAIRE provide accounting services and/or a system for recording sales and charges, including without limitation and, at AUTHORITY's option, maintain personnel on the premises to observe and/or record such sales at CONCESSIONAIRE's sole cost and expense and, in such event, CONCESSIONAIRE shall promptly reimburse AUTHORITY for any and all costs incurred by AUTHORITY in connection therewith; and/or
3. Require that CONCESSIONAIRE pay percentage amounts based on AUTHORITY's best good faith estimate of CONCESSIONAIRE's gross receipts from business operations conducted on or from the premises and any such determination made by AUTHORITY shall be conclusive and binding upon CONCESSIONAIRE. AUTHORITY will provide written justification for such estimate.

The above costs payable by CONCESSIONAIRE shall include reimbursement to AUTHORITY of AUTHORITY provided services at such rates as AUTHORITY may from time to time, in good faith, establish for such services. In the case of services provided by AUTHORITY's employees, such rates shall be sufficient to reimburse AUTHORITY for employees' salaries, including employee taxes and benefits and AUTHORITY's overhead or, at AUTHORITY's option, may be the rate for such services would be charged by a qualified third party or parties, approved by AUTHORITY, if engaged by AUTHORITY to perform such services.

ARTICLE 19. CONFLICT OF INTEREST

CONCESSIONAIRE agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the

CONCESSIONAIRE is unable, or potentially unable to render impartial assistance or advice to the Authority; CONCESSIONAIRE's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CONCESSIONAIRE has an unfair competitive advantage. CONCESSIONAIRE is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONCESSIONAIRE. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

ARTICLE 20. CODE OF CONDUCT

CONCESSIONAIRE agrees 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. CONCESSIONAIRE agrees to include these requirements in all of its subcontracts.

ARTICLE 21. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 22. EQUAL EMPLOYMENT OPPORTUNITY

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

/

/

ARTICLE 23. PROHIBITED INTERESTS

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

ARTICLE 24. OWNERSHIP OF REPORTS AND DOCUMENTS

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

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONCESSIONAIRE 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 under this Agreement, nor be disclosed to an entity not connected with the performance of the project. CONCESSIONAIRE shall comply with AUTHORITY's policies regarding such material. Nothing furnished to CONCESSIONAIRE, which is otherwise known to CONCESSIONAIRE or is or becomes generally known to the related industry shall be deemed confidential. CONCESSIONAIRE 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 artwork, are to be released by CONCESSIONAIRE 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

CONCESSIONAIRE and AUTHORITY.

ARTICLE 25. PATENT AND COPYRIGHT INFRINGEMENT

A. In lieu of any other warranty by AUTHORITY or CONCESSIONAIRE against patent or copyright infringement, statutory or otherwise, it is agreed that CONCESSIONAIRE 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 CONCESSIONAIRE shall pay all costs and damages finally awarded in any such suit or claim, provided that CONCESSIONAIRE is promptly notified in writing of the suit or claim and given authority, information and assistance at CONCESSIONAIRE's expense for the defense of same. However, CONCESSIONAIRE 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 with other material not provided by CONCESSIONAIRE when such use in combination infringes upon an existing U.S. letters patent or copyright.

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

ARTICLE 26. FINISHED AND PRELIMINARY DATA

A. All of CONCESSIONAIRE'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. CONCESSIONAIRE 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 CONCESSIONAIRE. Preliminary data includes roughs, visualizations, software design documents, layouts and comprehensives prepared by CONCESSIONAIRE 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 CONCESSIONAIRE causes AUTHORITY to exercise Article 8, and a price shall be negotiated for all preliminary data.

ARTICLE 27. ALCOHOL AND DRUG POLICY

A. CONCESSIONAIRE agrees to establish and implement an alcohol and drug program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), which is attached to this Agreement as Exhibit E. CONCESSIONAIRE agrees to produce any documentation necessary to establish its compliance with sections 701-707.

B. Failure to comply with this Article may result in nonpayment or termination of this Agreement.

ARTICLE 28. 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.

ARTICLE 29. LETTER OF CREDIT

As partial security against CONCESSIONAIRE's failure to satisfactorily fulfill all of its obligations under this Agreement, CONCESSIONAIRE shall establish an Irrevocable Letter of Credit in favor of AUTHORITY and available for AUTHORITY to draw upon the draft by submitting a written statement signed by AUTHORITY's Chief Executive Officer. The written statement shall state that CONCESSIONAIRE has failed to comply with the terms and conditions of Agreement No. C-0-1329. The Irrevocable Letter of Credit shall be established at a federally insured banking institution, in the name of AUTHORITY and shall meet the following requirements:

A. Be established on the effective date of this Agreement;

B. Identify AUTHORITY and Agreement No. C-0-1329 for which the Irrevocable Letter of Credit is provided;

C. Be in the amount of twenty-five percent (25%) of the annual minimum guarantee as stated in Article 7 for each year the Agreement is in effect;

D. Be a non-interest bearing Irrevocable Letter of Credit;

E. Be in effect for the entire term of this Agreement, and any possible extensions to this Agreement; and

F. Be accessed only by written authorization from AUTHORITY.

/

/

/

/

/

/

This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-0-1329 to be executed on the date first above written.

CONCESSIONAIRE

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

By _____
Will Kempton
Chief Executive Officer

APPROVED AS TO FORM:

By _____
Kennard R. Smart, Jr.
General Counsel

APPROVED:

By _____
Ellen S. Burton
Executive Director, External Affairs

EXHIBIT D
FORMS

PARTY DISCLOSURE FORM

Information Sheet

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

The attached Party 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 Orange County Transportation Authority 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 Party 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 2 Cal. Adm. Code Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

To be completed only if campaign contributions have been made in the preceding 12 months.

Prime Firm's Name: _____

Party's Name: _____

Party's Address: _____

Street

City

State

Zip

Phone

Application or Proceeding

Title and Number: _____

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Jerry Amante, Chairman

Patricia Bates, Vice Chairman

Art Brown, Director

Peter Buffa, Director

Bill Campbell, Director

Carolyn V. Cavecche, Director

William J. Dalton, Director

Richard Dixon, Director

Paul G. Glaab, Director

Don Hansen, Director

Allan Mansoor, Director

John Moorlach, Director

Janet Nguyen, Director

Curt Pringle, Director

Miguel Pulido, Director

Gregory T. Winterbottom, Director

PARTICIPANT DISCLOSURE FORM

Information Sheet

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

The attached Participant Disclosure Form must be completed by participants in a proceeding involving a license, permit, or other entitlement for use. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are a participant in a 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 you begin to actively support or oppose an application for license, permit, or other entitlement for use pending before the Orange County Transportation Authority or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors.

No board member or alternate may solicit or accept a campaign contribution of more than \$250 from you and/or your agency during this period if the board member or alternate knows or has reason to know that you are a participant.

- B. The attached disclosure form must be filed if you or your agent has contributed more than \$250 to any board member or alternate for the Orange County Transportation Authority or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition. (The disclosure form will assist the board members in complying with the law.)
- C. If you or your agent have made a contribution of more than \$250 to any board member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the 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 participant in the proceeding.

The Participant Disclosure Form should be completed and filed with the proposal submitted by a party, or should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the board members of the Orange County Transportation Authority or any of its affiliated agencies.

1. An individual or entity is a "participant" in a proceeding involving an application for a license, permit or other entitlement for use if:
 - a. The individual or entity is not an actual party to the proceeding, but does have a significant financial interest in the Orange County Transportation Authority's or one of its affiliated agencies' decision in the proceeding.

AND

- b. The individual or entity, directly or through an agent, does any of the following:
 - (1) Communicates directly, either in person or in writing, with a board member or alternate of the Orange County Transportation Authority or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;
 - (2) Communicates with an employee of the Orange County Transportation Authority or any of its affiliated agencies for the purpose of influencing a member's vote on the proposal; or
 - (3) Testifies or makes an oral statement before the Board of Directors of the Orange County Transportation Authority or any of its affiliated agencies.
2. 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.
3. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit, or other entitlement for use. If an agent acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.

4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.
5. 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 and 2 Cal. Adm. Code Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

To be completed only if campaign contributions have been made in the preceding 12 months.

Prime's Firm Name: _____

Party's Name: _____

Party's Address: _____

Street

City

State

Zip

Phone

Application or Proceeding

Title and Number: _____

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Jerry Amante, Chairman

Patricia Bates, Vice Chairman

Art Brown, Director

Peter Buffa, Director

Bill Campbell, Director

Carolyn V. Cavecche, Director

William J. Dalton, Director

Richard Dixon, Director

Paul G. Glaab, Director

Don Hansen, Director

Allan Mansoor, Director

John Moorlach, Director

Janet Nguyen, Director

Curt Pringle, Director

Miguel Pulido, Director

Gregory T. Winterbottom, Director

Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact name:	Phone:
Project award date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	

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 _____
Title _____

Date

EXHIBIT E

DRUG-FREE WORKPLACE ACT OF 1988



DRUG-FREE WORKPLACE ACT OF 1988

THE FEDERAL LAW

This law, enacted November 1988, with subsequent modification in 1994 by the Federal Acquisition Streamlining Act, (*raising the contractor amount from \$25,000 to \$100,000*), requires compliance by all organizations contracting with any U. S. Federal agency in the amount of \$100,000 or more that does not involve the acquisition of commercial goods via a procurement contract or purchase order, and is performed in whole in the United States. It also requires that *all* organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. The Law further requires that all *individual* contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

Certification that this requirement is being met must be done in the following manner:

By publishing a statement informing all covered employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the covered workplace, and what actions will be taken against employees in the event of violations of such statement.

By providing **ALL** covered employees with a copy of the above-described statement, including the information that as a condition of employment on the Federal contract or grant, the employee must abide by the terms and conditions of the policy statement.

For Federal contractors this encompasses employees involved in the performance of the contract. For Federal grantees all employees must come under this requirement as the act includes all "direct charge" employees (those whose services are directly & explicitly paid for by grant funds), and "indirect charge" employees (members of grantee's organization who perform support or overhead functions related to the grant and for which the Federal Government pays its share of expenses under the grant program).

Among "indirect charge" employees, those whose impact or involvement is insignificant to the performance of the grant are exempted from coverage. Any other person, who is on the grantee's payroll and works in any activity under the grant, even if not paid from grant funds, is also considered to be an employee. Temporary personnel and consultants who are on the grantee's payroll are covered. Similar workers, who are not

on the grantee's payroll, but on the payroll of contractors working for the grantee, are not covered even if physical place of employment is in the grantee's workplace.

By establishing a continuing, drug-free awareness program to inform employees of the dangers of drug abuse; the company's drug-free workplace policy; the penalties for drug abuse violations occurring in the workplace; the availability of any drug counseling, rehabilitation, and/or employee assistance plans offered through the employer.

By requiring each employee directly involved in the work of the contract or grant to notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not less than five (5) calendar days after such conviction.

By notifying the Federal agency with which the employer has the contract or grant of any such conviction within ten (10) days after being notified by an employee or any other person with knowledge of a conviction.

By requiring the imposition of sanctions or remedial measures, including termination, for an employee convicted of a drug abuse violation in the workplace. These sanctions may be participation in a drug rehabilitation program if so stated in the company policy.

By continuing to make a "good-faith" effort to comply with all of the requirements as set forth in the Drug-Free Workplace Act.

All employers covered by the law are subject to suspension of payments, termination of the contract or grant, suspension or debarment if the head of the contracting or granting organization determines that the employer has made any type of false certification to the contracting or grant office, has not fulfilled the requirements of the law, or has excessive drug violation convictions in the workplace. Penalties may also be imposed upon those employing a number of individuals convicted of criminal drug offenses as this demonstrates a lack of good faith effort to provide a drug-free workplace. The contract or grant officer may determine the number on a case-by-case basis. Employers who are debarred are ineligible for other Federal contracts or grants for up to five (5) years. Compliance may be audited by the Federal agency administering the contract or grant.

The Drug-free Workplace Act does not require employers to establish an employee assistance program (EAP) or to implement drug testing as a part of the program.

Source: Federal Registers April 11, 1988 & May 25, 1990 & the Federal Acquisition Streamlining Act of 1994 (FASA).

EXHIBIT F

LEVEL 3 SAFETY SPECIFICATIONS

Project Name: Bus Advertising Revenue Program

LEVEL 3 SAFETY SPECIFICATIONS

APPLICATION - Level 3 Safety Specifications apply to contracts, as determined by the Authority, including subcontracts, with contractors that are entered into by and between the Authority or in the case of subcontracts, that arise out of a contract entered into by the Authority. The scope of these contracts require the contractor to manage recognized hazards with a potential of injury or property damage and may require routine unescorted access to Authority property, and including, but not limited to, work in and around maintenance areas, shop and bus base areas, on-board buses, highways, and rail construction sites.

PART I – GENERAL

1.0 General Health, Safety & Environmental Requirements

- A. The Contractor, its sub-tier contractors, suppliers, and employees have the obligation to comply with all Authority HSEC requirements, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority including California Department of Transportation safety requirements and special provisions. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of health and safety standards, non-conformance of Authority health, safety and environmental compliance (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor may be reason for termination for cause, of agreements with the Authority, at the sole discretion of the Authority.
- C. The Authority HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
- D. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its sub-tier contractors (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

Project Name: Bus Advertising Revenue Program

have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.

- E. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with the Authority's HSEC requirements, California Code of Regulations (CCR) Title 8 Standards, and recognized safe work practices.
- F. The Contractor shall instruct all its employees, and all associated sub-contractors under contract with the Contractor who work on Authority projects in the following; recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.

PART II – SPECIFIC REQUIREMENTS

2.0 While these safety specifications are intended to promote safe work practices, Contractors are reminded of their obligation to comply with all federal (CFR 1926 & 1910 Standards), state (CCR Title 8 Standards), Local and municipal safety regulations, and Authority health, safety and environmental requirements applicable to their project scope. Failure to comply with these standards may be cause for termination of scope, contracts, or agreements with the Authority, at the sole discretion of the Authority.

2.1 Required Documentation / Reporting Requirements

The Contractor at a minimum shall provide the following documents to the Authority's Project Manager. Items A through E below shall be submitted and accepted by the Authority's Project Manager prior to Contractor mobilization. Item F upon each occurrence, and items G through K, contractor shall verify the following documentation is in place, prior to and during contract scope, and make available to the Authority upon request within 72 hours.

- A. Comprehensive Project Specific Safety Work Plan.
- B. Company Safety Manual
- C. Certification of Compliance of Company's Injury Illness Prevention Program in accordance with California Code of Regulations (CCR) Title 8, Section 3203.
- D. Policy or Certification of Compliance Company's Substance Abuse Prevention Policy.

Project Name: Bus Advertising Revenue Program

- E. The qualifications/certifications of assigned project competent person, and designated safety representative.
- F. Accident/Incident investigation report within 24 hours of event (immediate verbal notification to Authority Project Manager, followed by Written Report). The required documentation shall be provided to the Authority's Project Manager upon request within 72 hours.
- G. A copy of Contractor weekly site safety inspection report with status of corrections.
- H. Contractors and sub-tier contractors competent person list (submit to Authority Project Manager monthly).
- I. Contractors and sub-tier contractors qualified equipment operators list (submit to Project Manager monthly).
- J. A monthly report that includes number of workers on project, a list of sub-tier contractors, work hours (month, year to date, & project cumulative) of each contractor, labor designation, OSHA Recordable injuries and illnesses segregated by medical treatment cases, restricted workday cases, number of restricted days, lost workday cases, and number of lost work days, and Recordable incident rate.
- K. Training Documentation

To ensure that each employee is qualified to perform their assigned work, when applicable to scope work, contractor shall verify training documentation is in place, prior to and during contract scope, and make available to the Authority upon request within 72 hours. Training may be required by the Authority or CCR Title 8 (Cal/OSHA), and required for activity on Authority's property and/or Authority controlled projects.

2.2 Hazard Communication (§5194)

- A. 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 MSDS for all applicable products.
- B. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

Project Name: Bus Advertising Revenue Program

2.3 Designated Safety Representative

- A. Before beginning on-site activities, the Contractor shall designate an on-site Safety Representative. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may include schedule and budget impacts.
- B. The Contractor's safety representative for Authority projects are subject to Acceptance by the Authority Project Manager. All contact information of the safety representative (name, phone, fax and pager/cell phone number) shall be provided to the Authority Project Manager.
- C. Qualifications – Safety Representative shall possess knowledge equal to CIH, CSP, CHST, OSHA 10 hour training, or similar professional standing. Rare circumstances may require an exception for these minimum qualification requirements, and shall be at the discretion of the Authority Project Manager and the Authority HSEC Department.
 - 1. Competent Person, means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
 - 2. Qualified Person, means one who by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his ability to solve or resolve problems relating to the subject matter, the work, or the project.
- D. Authority's Project Manager reserves the right to require the Contractor to provide one full-time qualified person as a safety representative whenever the Contractor and its sub-tier contractors, suppliers, and vendors meets or exceeds 10 workers, or warranted by scope of work.

Project Name: Bus Advertising Revenue Program

2.4 Site Safety Orientation

The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, sub-tier contractors, 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, ANSI class 2 reflective vests, designated smoking, eating, and parking areas, traffic routing, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.

2.5 Incident Notification and Investigation

A. The Authority shall be promptly notified of any of the following types of incidents:

1. Damage to Authority property (or incidents involving third party property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
3. Incidents impacting the environment, i.e. spills or releases on Authority property.

Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. A comprehensive investigation and written report shall be submitted to Authority's Project Manager within 24 hours of the incident.

G. A serious injury or incident may require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within 7 calendar days of the incident. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors leading to the incident, a root cause analysis, and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

Project Name: Bus Advertising Revenue Program

- H. A serious incident 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. In addition, property damage that causes disruption of operations, delay of work schedule, causes a serious injury, causes third party or other property damage, or requires emergency services.

2.6 Regular Inspections & Third Party Inspections

- A. Frequent and regular inspections of the project jobsite shall be made by contractor safety representative, or another competent person designated by the Contractor. Unsafe acts and/or conditions noted during inspections shall be corrected immediately.
- B. The Contractor is advised that representatives of regulatory agencies (i.e., CAL-OSHA, EPA, SCAQMD, etc.), upon proper identification are entitled to access onto Authority property and projects. The Authority Project Manager shall be notified of their arrival as soon as possible when applicable for Contractor scope.

2.7 Vehicle And Roadway Safety Requirements

- A. The Contractor shall ensure that all Contractor vehicles, including those of its sub-tier contractors, suppliers, vendors and employees are parked in designated parking areas, are identified by company name and/or logo, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- B. Personal vehicles of the Contractor employees shall not be parked on the traveled way or shoulders including any section closed to public traffic, or areas of the community that may cause interference or complaints
- C. The Contractor shall comply with California Department of Transportation safety requirements and special provisions when working on highway projects.
- D. The Contractor shall conform to American Traffic Safety Services Association (Quality Standard for Work Zone Control Devices 1992).

Project Name: Bus Advertising Revenue Program

2.8 Language Requirements

The Contractor for safety reasons shall ensure employees that do not read, or understand English, shall be within visual and hearing range of a bilingual supervisor or responsible designee at all times when on the Authority property or projects.

2.9 Personal Protective Equipment

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

- A. Respirators (§5144) - The required documentation for training and respirator use shall be provided to the Authority's Project Manager upon request within 72 hours. All compliance documentation as required by CCR Title 8 Standard, Section 5144, Respiratory Protective Equipment.
- B. Eye Protection – The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

2.10 Aerial Devices (§3648)

Aerial devices are defined in CCR Title 8 as any vehicle-mounted or self-propelled device, telescoping extensible or articulating, or both, which is primarily designed to position personnel. If aerial devices are to be used, the required documentation in CCR Title 8 Standard, Section 3648 shall be provided to the Authority's Project Manager upon request within 72 hours.

2.11 Confined Space Entry (§5157)

Before any employee will be allowed to enter a confined space, the required documentation as required by CCR Title 8 Standard, Section 5157 shall be provided to the Authority's Project Manager upon request within 72 hours.

- A. Recommended, a copy of the most recent calibration record for each air monitoring unit, 3-gas monitor or "sniffer" to be used by the Entry Supervisor prior to entering permit-required confined spaces.

Project Name: Bus Advertising Revenue Program

2.12 Cranes

A. Mobile Cranes (\$5006)

Prior to using mobile cranes the Contractor shall provide items 1, 2 & 3 of the following documentation a minimum of seven (7) days prior to activity, and item 4 each day of activity.

1. Cranes require a submittal of the annual certification, and copy of the cranes most recent quarterly inspection
2. A copy of each crane operator's qualification (NCCCO, or equivalent) of company-authorized crane operators that have been properly trained in the equipment's use and limitations. Operator certification as required by CCR Title 8 Standard, Section 5006.1.
3. A rigging plan is required for all lifts. Critical lifts require an engineered plan designed by a registered professional engineer licensed in California. Critical lifts include lifts equal or over 10 tons, lift and transit of load, 85% or greater of rated capacity, multiple cranes for one lift, lifts over buildings, equipment or structures.
4. Documented daily crane inspection report.

B. Overhead Cranes

Before using the Authority overhead cranes, each Contractor shall designate a limited number of employees to attend a training session on the use and limitations of overhead cranes with designated Authority personnel.

2.13 Demolition Operations (\$1734)

Before starting demolition activities the required documentation shall be provided to the Authority's Project Manager upon request within 72 hours. All compliance documentation as required by CCR Title 8 Standard, Article 31.

Project Name: Bus Advertising Revenue Program

2.14 Excavation Operations (§1541)

Before starting excavation activities more than 5 feet deep into which people shall enter, The required documentation shall be provided to the Authority's Project Manager upon request within 72 hours. All compliance documentation as required by CCR Title 8 Standard, Section 1541.

- A. A copy of the Contractor's Excavation Permit.

2.15 Fall Protection (§1669-1671)

The following standards are required when performing work on Authority property. The required documentation shall be provided to the Authority's Project Manager upon request within 72 hours.

- A. Fall protection is required for workers exposed to falls in excess of six (6) feet.
- B. When conventional fall protections methods are impractical or create a greater hazard, a written plan in conformance with CCR Title 8, Article 24, shall be submitted to the Authority a minimum of seven (7) days in advance of the scheduled activity.

2.16 Forklifts, Backhoes and Other Industrial Tractors (§3664)

CCR Title 8 defines backhoes as "industrial tractors", the required documentation shall be provided to the Authority's Project Manager upon request within 72 hours. All compliance documentation as required by CCR Title, Section 3664, Operating Rules.

- A. A copy of each operator's certificate or a list, of company-authorized industrial tractor operators that have been properly trained in the equipment's use and limitations. Please state which equipment, and model each operator has been authorized to operate (i.e. forklifts, backhoe, bulldozer, front-end loader, etc.).

2.17 High Voltage Electrical Operations (§2700-2974)

Any work on electrical equipment defined by OSHA as high-voltage, at or above 600 volts requires specialized training certifications and personal protective equipment. Before any high-voltage work commences, the Authority Project Manager must be notified and provide approval. The required documentation shall be provided to the Authority's Project Manager upon request within 72 hours.

Project Name: Bus Advertising Revenue Program

- A. A list of the name of the company-designated high voltage Qualified Electrical Worker(s).

2.18 Powder-Actuated Tools (§1685)

Before using tools such as "Hilti guns" or other powder-actuated tools the required documentation shall be provided to the Authority's Project Manager upon request within 72 hours.

- A. A copy of each qualified person's valid operator card.

2.19 Scaffolds (§1635.1-1677)

Scaffold Erection shall be in compliance with CCR Title 8. The required documentation shall be provided to the Authority's Project Manager upon request within 72 hours. All compliance documentation as required by CCR Title 8, Sections 1635.1-1677.

- A. All scaffolds on Authority project shall be inspected by a competent person qualified for scaffolds in accordance with CCR Title 8 Standards.
- B. Contractor shall arrange for a third party inspection at least quarterly by a credentialed professional (insurance carrier, scaffold manufacturer representative, or similar) in addition to the contractors daily self inspections.
- C. A proper scaffold inspection and tagging system shall be maintained identifying compliance status (Example: Green/safe, Yellow/modified-fall protection required, Red/unsafe-do not use).
- D. Contractor shall have a fall protection plan that meets CCR Title 8 compliance for scaffold erectors, an erection/dismantling plan shall be submitted to Authority Project Manager for review prior to start of activity.
- E. Scaffold erection/dismantling shall install handrails beginning on the first level above ground erected, and erectors shall plan erection and dismantling in a manner to maximize handrail protection and minimize employees at unprotected areas.

Project Name: Bus Advertising Revenue Program

2.20 Warning Signs and Devices

Signs, signals, and/or barricades shall be visible at all times when and where a hazard exists. Overhead tasks, roofing tasks, excavations, roadwork activity, demolition work, and other recognized hazards shall have guardrail protection, warning barricades, or similar protective measures acceptable to the Authority's Project Manager. Signs, signals, and/or barricades shall be removed when the hazard no longer exists.

END OF DOCUMENT