

REQUEST FOR PROPOSALS (RFP) 3-1433

**CONSULTANT SERVICES TO PREPARE
PROJECT REPORT AND
ENVIRONMENTAL DOCUMENT FOR THE
INTERSTATE 5 IMPROVEMENT
PROJECT FROM NORTH OF
INTERSTATE 405 TO STATE ROUTE 55**



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

Key RFP Dates

Issue Date:	February 25, 2013
Pre-Proposal Conference Date:	March 5, 2013
Question Submittal Date:	March 6, 2013
Proposal Submittal Date:	March 21, 2013
Interview Date:	April 10, 2013

Federal Highways Administration Funded Project

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February 25, 2013

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 3-1433: "CONSULTANT SERVICES TO PREPARE PROJECT REPORT AND ENVIRONMENTAL DOCUMENT FOR THE INTERSTATE 5 IMPROVEMENT PROJECT FROM NORTH OF INTERSTATE 405 TO STATE ROUTE 55"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to prepare the project report and environmental document for the Interstate 5 improvement project from north of Interstate 405 to State Route 55.

The Authority intends to award a single contract as a result of this procurement.

The Authority has established a **15%** Disadvantaged Business Enterprise (DBE) participation goal for this project. Award of this contract is contingent upon Consultant's meeting the DBE attainment requirements including the good faith effort to meet the established goal.

Offerors are advised that by signing their proposal, they are certifying that they and their subconsultants are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

The Authority has made the following documents available on CAMM NET for review:

1. Project Study Report/Project Development Study (PSR/PDS) report
2. Initial Site Assessment (ISA)
3. Preliminary Environmental Analysis Report (PEAR)
4. Storm Water Data Report (SWDR)
5. Traffic Study
6. Geotechnical Memo

Proposals must be received in the Authority's office at or before 2:00 p.m. on March 21, 2013.

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: Reem Hashem, Principal Contract Administrator**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Reem Hashem, Principal Contract Administrator**

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) may do so by downloading the RFP from CAMM NET at www.octa.net/cammnet.

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET.

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

<u>Category:</u>	<u>Commodity:</u>
Professional Services	Land Surveying
	Engineering - Civil
	Engineering - Environmental
	Engineering - General
	Engineering - Traffic
Professional Consulting	Architectural & Engineering
	Design Consulting
	Consultant Services - General
	Environmental Consulting
	Feasibility Studies (Consulting)
	Traffic Planning Consulting

A pre-proposal conference will be held **March 5, 2013, at 2:00 p.m.** at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 154. All prospective Offerors are encouraged to attend the pre-proposal conference.

Offeror's are asked to submit written statements of technical qualifications and describe in detail their work plan for completing the work specified in the Request for Proposal.

No cost proposal or estimate of work hours is to be included in this phase of the RFP process.

The Authority has established **April 10, 2013**, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

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

SECTION I:
INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on March 5, 2013, at 2:00 p.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 154. 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. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

D. AUTHORITY CONTACT

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

Reem Hashem, Principal Contract Administrator
Contracts Administration and Materials Management Department
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5446, Fax: 714.560.5792
Email: rhashem@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 6, 2013.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, 4th Floor, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: rhashem@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than March 12, 2013. Offerors may download responses from CAMM NET at www.octa.net/cammnet, or request responses be sent via U.S. Mail by emailing or faxing the request to Reem Hashem, Principal Contract Administrator.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subconsultants must be registered on CAMM

NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Professional Services

Professional Consulting

Commodity:

Land Surveying
 Engineering - Civil
 Engineering - Environmental
 Engineering - General
 Engineering - Traffic
 Architectural & Engineering
 Design Consulting
 Consultant Services - General
 Environmental Consulting
 Feasibility Studies (Consulting)
 Traffic Planning Consulting

Inquiries received after 5:00 p.m. on March 6, 2013, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on March 21, 2013.

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: Reem Hashem, Principal Contract Administrator**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
P.O. Box 14184
Orange, California 92863-1584
Attention: Reem Hashem, Principal Contract Administrator**

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 eight (8) copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number.

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 and opened 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 a firm-fixed price contract specifying firm-fixed prices for individual tasks specified in the Scope of Work, included in this RFP as Exhibit A.

M. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. and all applicable federal requirements respecting prevailing wages.

It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum wage schedules. The proposer to whom a contract for the work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices.

Copies of the prevailing rates of per diem wages are on file at the Authority's principal office at 550 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

N. 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.

O. CODE OF CONDUCT

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

P. DISADVANTAGED BUSINESS ENTERPRISE

The Authority has established a fifteen percent (15%) Disadvantaged Business Enterprise (DBE) participation goal for the services required in this solicitation.

Q. PRIME AND LOWER TIER DEBARMENT

Offerors are advised that by signing their proposal, they are certifying that they and their subconsultants are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

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. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

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

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

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

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

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

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

c. Work Plan

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

Offeror to:

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

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

d. Exceptions/Deviations

State any 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 B.

4. Cost and Price Proposal

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

5. Appendices

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

B. FORMS

1. 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 10, 2013.

2. Status of Past and Present Contracts Form

Offeror shall identify 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 litigation. A separate form must be completed for each contract you identify.

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

3. Certification Regarding Debarment, Suspension and Other Responsibility Matters

Primary Participant and Lower-Tier Participants

a. Policy

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded, as defined in the Federal Highway Administration (FHWA) Circular 2015.1, may not take part in any federally funded transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, the Authority may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period.

4. Restrictions on Lobbying Form

As a recipient of federal funds, the Authority is required to certify compliance with the influencing restrictions and efforts of Offeror to influence federal officials regarding specific procurements in excess of \$100,000.00 that must be disclosed pursuant to section 1352, Title 31, U.S. Code.

This RFP includes, under Exhibit G, the following: a certification form entitled "Certification of Restrictions on Lobbying," the Office of Management and Budget (OMB) Standard Form LLL entitled "Disclosure of Lobbying Activities," and a document entitled "Limitation on Payments to Influence Certain Federal Transactions."

The Offeror to this solicitation will be required to complete and submit to the Authority in their proposal the certification form entitled "Certification of Restrictions on Lobbying" whether or not any lobbying efforts took place. If the Offeror did engage in lobbying activities, then OMB Standard Form LLL "Disclosure of Lobbying Activities" must also be completed and submitted to the Authority.

5. DBE Solicitation Provisions – DBE Participation Listing Form Exhibits H-1, H-2, and H-3 Bidders List

Offeror shall complete and submit to the Authority in their proposal Exhibits H-1, H-2 and H-3 per the instructions set forth in Section II: "Instructions to Offerors" and Exhibit H: "Disadvantaged Business Enterprises."

6. Certification of Consultant, Commissions & Fees – Exhibit I

In receiving federal funds, Offerors are required to complete the Certification of Consultants, Commissions and Fees form. This form is to be included with the Offerer's proposal.

7. Request For DBE Subcontractor/Supplier Substitution – Exhibit J

Substitution of subcontractors shall be in accordance with the Contract terms and conditions. If a listed or approved DBE Subcontractor is unable to perform the work in accordance with the Contract Specifications, the Prime Contractor shall replace the Subcontractor with another DBE Subcontractor, or make good faith efforts to do so in accordance with the Contract terms and conditions. Such request for substitution is subject to approval by the Authority.

SECTION III:
EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

- 1. Qualifications of the Firm 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 40%**
Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
- 3. Work Plan 35%**
Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established April 10, 2013, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from

further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the evaluation process, the evaluation committee will rank proposals and will recommend to the appropriate Board Committee, the Offeror(s) with the highest ranking. The Board Committee (s) will review the evaluation committee's recommendation and forward its recommendation to the Board of Directors for final action.

C. AWARD

The Evaluation Committee will select a firm to recommend to the Authority's Board of Directors. At the same time the recommended Offeror will be asked to submit a sealed price proposal. In conjunction with its action of selecting a firm, the Authority's Board of Directors will authorize staff to negotiate a contract price and other terms and conditions. The Board will also grant staff the ability to terminate negotiations with the selected Offeror if no satisfactory agreement can be reached and to begin negotiations with the next highest-ranked Offeror until a satisfactory agreement has been achieved.

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

The selected offeror will be required to submit to the Authority's Accounting Department a current IRS W-9 Form prior to commencing work

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within seven (7) business days of notification of the contract award.

EXHIBIT A:
SCOPE OF WORK

SCOPE OF WORK

**Preparation of
Project Report and Environmental Document
for
Interstate 5 (I-5) Improvements
North of Interstate 405
to State Route 55 (SR-55)**

SECTION 1

DESCRIPTION OF PROJECT

1.1 BACKGROUND

The Orange County Transportation Authority (Authority), in cooperation with the California Department of Transportation (Caltrans) District 12, is seeking professional and technical consultant services for developing the Project Report and Environmental Document (PR/ED) for proposed improvements to the Interstate 5 Freeway (I-5) north of Interstate 405 (I-405) to State Route 55 (SR-55) in Orange County. Consultant shall prepare both the draft and final Project Report (PR); draft and final Environmental Document (ED) in compliance with California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) procedures per the Caltrans Project Development Procedures Manual (PDPM), Caltrans Standard Environmental Reference (SER), and Caltrans District 12 and the Federal Highway Administration (FHWA) guidelines. The anticipated documentation for the Project will be an Initial Study/Environmental Assessment (IS/EA) with an anticipated Mitigated Negative Declaration (MND) and Finding of No Significant Impact (FONSI). The IS/EA and the supporting technical studies shall be submitted to Authority and Caltrans, as appropriate, for review and approval. Caltrans is responsible for compliance with the policies and procedures of CEQA and NEPA and other Federal environmental laws, regulations and pursuant to MAP-21. MAP-21 amended 23 USC 327 to establish a revised and permanent Surface Transportation Project Delivery Program. As a result, Caltrans entered into a memorandum of understanding pursuant to 23 USC 327 (NEPA Assignment Memorandum of Understanding [MOU]) with FHWA. The NEPA Assignment MOU became effective October 1, 2012 and terminates eighteen months from the effective date of FHWA regulations developed to clarify amendments to 23 USC 327 or on January 1, 2017. The NEPA Assignment MOU incorporates by reference Caltrans' May 21, 2007 Pilot Program Application, the terms and conditions of the Pilot Program MOU and its amendments. Consultant will be responsible for implementing the CEQA / NEPA public involvement process and providing support to Caltrans and Authority for the public outreach efforts.

This Project is primarily funded by Authority with the Renewed Measure M2 local sales tax and Federal funds.

1.1-2 Location and Limits

I-5 from P.M. 21.3, north of I-405 to P.M. 30.3, SR-55. The Project is located in the cities of Irvine and Tustin in the County of Orange. Project Study Report/Project Development Support (PSR/PDS) for EA 0K670K is available (see attachment A). The total length of the Project is approximately 9.0 miles.

1.1-3 Statement of Intent

Consultant shall perform professional and technical engineering services to prepare a PR, an IS/MND, in compliance with CEQA, and an EA/FONSI in compliance with NEPA for the proposed Project. The findings of the environmental technical studies will determine the level of environmental documentation that is required for CEQA/NEPA compliance. The alternatives being considered, but not limited to, are described in the following section.

1.1-4 Detailed Proposed Project Alternatives

The Draft and Final ED shall fully analyze the viable alternatives from the I-5 PSR/PDS for EA 0K670K. In addition, any new or variations from the PSR/PDS alternatives shall be appropriately analyzed per Caltrans requirements.

The Project Baseline is the No-Build Alternative.

1.1-4a Alternative 1:

The No-Build alternative.

1.1-4b Alternative 2A:

This alternative will include the following:

- Add one General Purpose Lane in each direction,
- Generally maintaining full standard lane and shoulder widths except at joins to existing nonstandard lanes and at isolated bridge column constraints,
- Re-establish all existing auxiliary lanes,
- Add auxiliary lanes and
- Add ramp lanes and modified ramps at selected locations.

The estimated capital cost is \$452 million. See PSR/PDS for typical cross sections, and layouts for this alternative.

1.1-4c Alternative 2B:

This alternative is the same as Alternative 2A except it includes reduced lane and shoulder widths in specific areas.

The estimated capital cost varies from \$230 million to \$276 million depending on the option. See PSR/PDS for typical cross sections, and optional layouts for this alternative.

1.2 STANDARDS

1.2-1 Latest Editions

Consultant shall perform all services under the Agreement in conformance and in compliance with the latest Caltrans editions of applicable design and environmental standards. Please note that Caltrans currently requires work to be done in English Customary Units.

1.2-2 Conflicts

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

1.2-3 Preliminary Engineering and Environmental Documentation

Preparation of the PR will be in accordance with the latest edition of the Caltrans Project Development Procedures Manual and the Highway Design Manual. Any additional nonstandard features shall require documentation by Consultant and approval from Caltrans and FHWA as necessary. Environmental Documentation work shall be prepared in conformance with both CEQA and NEPA guidelines and regulations, as well as Caltrans and FHWA policies and procedures.

1.2-4 Drafting

All drafting shall be in conformance with the latest Caltrans Plan Preparation Manual and CADD Users Manual.

1.2-5 Reference Materials

Consultant shall utilize as appropriate, but not limited to, the following documents:

Caltrans Highway Design Manual (HDM)

Caltrans Project Development Procedures Manual

Caltrans and FHWA Environmental Guidelines & Manuals

Caltrans Standard Environmental Reference

Caltrans Plan Preparation Manual
Caltrans CADD Users Manual
Caltrans Standards Specifications
Caltrans Standard Plans
Orange County Hydrology Manual
Caltrans Right of Way Engineering Procedures Handbook
Caltrans Survey Manual
Applicable Caltrans District 12 Design Memorandum
Applicable Local Codes and Manuals
Caltrans District 12 Quality Control Review Checklists
CEQA and NEPA Handbooks
California Manual on Uniform Traffic Control Devices (CA MTUCD)
2012
Highway Capacity Manual (HCM)

1.2-6 Consultant Deliverables

- All electronic data produced and supporting the PR/ED shall be provided on electronic media (CD, DVD or portable hard drive) in formats consistent with Authority and Caltrans software programs.
- All vector geographic data layers shall be delivered in either ESRI Shapefile or Personal Geodatabase (MS ACCESS) format. Aerial photography shall be delivered in tiled Tagged Image File Format (TIFF) with "world" files or Joint Photographic Experts Group (JPEG) with "world" files. Raster data can be delivered in ArcGRID format. The coordinate system for all geographic data layers shall be California Coordinate System State Plane, Zone VI (FIPS 0406), units = feet, North American Datum 1983.
- All electronic data produced and supporting the PR/ED shall be provided on either 80 min/700mb CDs or DVDs 4.7 GB or 8.5 GB double capacity DVDs using Micro Station Version 08.05.02.47 dgn files, CaiCE Visual Transportation Version 10. SP5 (CaiCE VT). One copy of the data on CD/DVD, including the Engineer's electronic signature and seal, shall be provided to Authority upon completion of the PR and environmental studies/documentation. Authority reserves the right to modify these CD/DVD. Files may be submitted on up to five (5) CDs or, if larger, on DVDs. All submittal

files shall be compressed and shall be successfully run through AXIOM FILEFIXER software or EDG.

- All electronic data produced and supporting the PR/ED shall be provided to Authority and shall be organized and indexed. This includes but is not limited to all drawings, reports, tables, graphs, exhibits, and appendices in their original electronic format (.dgn, .dwg, .jpg, .doc, .xls, .pdf, etc.)

SECTION 2

GENERAL CONDITIONS AND REQUIREMENTS

2.1 SCOPE OF WORK GENERAL CONDITIONS AND REQUIREMENTS

- 2.1-1** Consultant shall carry out the instructions as received from Authority's Project Manager and shall cooperate fully with Caltrans staff assigned to the Project.
- 2.1-2** It is not the intent of the foregoing paragraph to relieve Consultant of their professional responsibility during the performance of this Scope of Work. In those instances where the Consultant believes a better design or solution to a problem is possible, Consultant shall promptly notify Authority and Caltrans of these concerns, together with the reasons.
- 2.1-3** Consultant shall be responsible for the accuracy, consistency and completeness of reports, studies, data, plans, and estimates prepared for the Project and shall check such material accordingly. Caltrans will provide independent Quality Assurance for the reports and plans for conformity with Caltrans design standards and applicable State and Federal regulations. The responsibility for accuracy and completeness is Consultant's.
- 2.1-4** Reports, studies, plans, data, estimates, and documents produced by Consultant shall be subject to approval and acceptance by Caltrans and FHWA. In the event of non-acceptance due to errors, inconsistencies and omissions, Consultant shall have ten (10) business days to make corrections and return the documents to Caltrans.
- 2.1-5** Reports, studies, plans, estimates and other documents furnished under this Scope of Work shall be of a quality acceptable to Caltrans and Authority. The minimum criteria for acceptance shall be a product of neat appearance that is well organized, technically and grammatically correct, and thoroughly checked in accordance with the Caltrans QA/QC Procedures Manual. All work products shall clearly identify both the preparer and checker. The standards of appearance, organization, and contents of the reports shall meet or exceed those of similar documents produced by Caltrans.
- 2.1-6** The page identifying preparers of engineering reports, the title for specifications and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional engineer(s) responsible for their preparation.

- 2.1-7** To assist in understanding contract objectives and requirements, Consultant shall hold regular meetings with Authority and Caltrans. If the original established schedule is insufficient, Consultant shall hold additional meetings as necessary. The primary purpose of these meetings is to discuss work objectives, Consultant's work schedule, the terms of the contract and other related issues. In addition, the meetings shall serve as a forum for resolving any issues related to the PR/ED development.
- 2.1-8** Authority and Caltrans shall have the right, from time-to-time, to monitor and review the progress and/or processes of Consultant by visiting Consultant's facilities or by requiring coordination meetings.
- 2.1-9** Only with approval from Caltrans and Authority, may Consultant establish direct contact with governmental regulatory agencies and others for the purpose of obtaining information, expertise and assistance in developing baseline data and resource inventories. Only with approval from Caltrans may consultant establish contact with governmental resource agencies. Consultant shall maintain a record of such contacts and shall transmit copies of those records to Authority and Caltrans on a regular basis. At a minimum, these records shall be transmitted monthly or more frequently, when the content or extent of the records so warrants.
- 2.1-10** Authority and Caltrans will retain responsibility for final consultation, both informal and formal, with State and Federal agencies regarding the Project mitigation and compensation proposals.
- 2.1-11** Surveys performed by Consultant shall conform to the requirements of the Land Surveyors Act and Caltrans Surveys Manual. In accordance with the Act, "responsible charge" for the work shall reside with a pre January 1, 1982, Registered Civil Engineer or a Licensed Land Surveyor, in the State of California.
- 2.1-12** Consultant shall designate a Surveys Manager who will coordinate Consultant's surveying operations. The Surveys Manager shall be responsible for all matters related to Consultant's surveying operations, but shall coordinate with Consultant's Project Manager.
- 2.1-13** Where Consultant is required to prepare and submit studies, reports, plans, etc., to Caltrans as required by this Scope of Work, these shall be submitted in draft to Authority for review prior to submitting to Caltrans. The Project schedule shall reflect Authority reviews and Consultant revisions as necessary. In addition to Authority reviews, draft submittals reflected on Project schedule shall be provided an opportunity for Caltrans to request revisions, prior to final submission.

2.1-14 Authority's Project Manager will administer Consultant Agreement and provide general direction to Consultant. Caltrans is responsible for Independent Quality Assurance and approval of reports, plans, estimates and other required items and deliverables.

2.1-15 Material to be furnished by Caltrans/Authority (as available) for EA0K670K:

- Existing aerial photographs and mapping
- Existing site survey information
- Existing right-of-way maps
- Existing land-net information and any pertinent record of information
- Copies of existing plans (half-size)
- Existing and future traffic data
- PSR/PDS and supporting reports

2.1-16 Caltrans Responsibilities:

- Provide all current standards, existing plans, and manuals (at consultant cost)
- Perform Independent Quality Assurance for all work and deliverables
- Attend Project meetings
- Coordinate and communicate with FHWA, as needed
- Provide general guidance for the preparation of the ED and supporting documentation
- Issue an Encroachment permit to the consultant and sub-consultants for field investigation, data collection and survey work necessary for the completion of the PR/ED.
- Conduct internal QA/QC procedures per NEPA Assignment for the Draft and Final ED, approve the Draft ED for circulation, and approve the Final ED.

2.1-17 Encroachment Permit:

It is the responsibility of Consultant and its sub Consultants to obtain the proper permit(s) from Caltrans and/or local agencies prior to any field surveys.

2.1-18 Consultant shall comply with Occupational Safety and Health Act (OSHA) regulations regarding safety equipment and procedures, safety instructions issued by Caltrans, and the safety provisions included in the Caltrans Survey Manual. While working on the job site, Consultant's personnel shall wear white hard hats, rubber soled shoes, and appropriate safety vests. In the case of a discrepancy between the Caltrans and OSHA requirements, the more stringent regulation shall apply.

2.1-19 Consultant team shall be responsible for supporting and assisting Authority staff in the Board of Directors (Board) approval process during the preparation of the PR and ED. These may include but are not limited to: providing Project materials for Board packages, assisting and/or making Board presentations, researching/investigating of information requested by the Board, and attending additional meetings/workshops, as necessary. Consultant team shall also be responsible for supporting Authority with coordinating with corridor cities regarding various issues related to the Project. Consultant shall obtain approval from Authority's Project Manager prior to any changes to personnel, including sub-consultants. Key personnel removal without prior consent of Authority's Project Manager shall be deemed as out of contract compliance.

SECTION 3

SCOPE OF WORK

3.1 PROJECT MANAGEMENT/COORDINATION/ADMINISTRATION

This task includes the Project management services including the requirements for meetings, schedules, progress reports, invoicing, and administration of Consultant work.

3.1-1 Coordination/Administration

Purpose: To provide overall execution and financial management of the Project, including Authority and Caltrans coordination, coordination with local, state, and federal regulatory agencies and railroads, tracking progress of the work, administering subcontracts, attending public workshops, preparing invoices, and conducting Project meetings for an approximate period of 30 months. To meet with affected parties; to discuss/resolve issues pertinent to the analysis, design, and potential impacts of the Project; and to obtain direction for the study.

Methodology: Consultant's Project Manager shall provide overall Project management, coordination, and supervision of Project staff to facilitate the performance of the work in accordance with the scope and requirements of the Authority and Caltrans. Consultant shall coordinate among members of the Project Development Team (PDT) and regulatory agencies impacted by the Project. A kickoff meeting shall be held soon after contract execution to review Project objective and requirements, receive initial information from agencies, establish the communication plan and protocols, and address other issues as necessary to ensure successful Project initiation. Thereafter, Consultant shall actively participate in PDT meetings in conjunction with Authority, Caltrans, and FHWA to discuss progress, coordinate design activities, obtain direction, exchange Project information, and identify issues to be resolved. Consultants shall participate in the following meetings:

- **PDT meetings:** Meetings shall be held with Authority, Caltrans, and other key stakeholders as needed to discuss policy, procedure, and make decisions affecting the direction of the PR and ED. Consultant shall prepare and distribute meeting notices, agendas, handout material relevant to the agenda, and meeting minutes.
- **Agency Coordination/Technical Workshop Meetings:** Meetings shall be held to discuss technical issues with specific agencies. Consultant shall participate in approximately 24 meetings and shall bring progress plans as appropriate. Internal Project team task-specific meetings will be held as necessary to coordinate

environmental and design activities, review assignments and progress, and identify issues to be resolved.

Consultant shall prepare a Project Management Plan and Financial Plan pursuant to FHWA's Interim Major Project Financial Plan Guidance, dated September 24, 2012.

Deliverables:

- PDT meeting notices, agendas, handouts, and minutes
- Agency Coordination/Technical Workshop meeting notices, agendas, handouts, and minutes
- Progress plans
- FHWA Project Management Plan and Financial Plan (Project Management Plan will include a Communication Plan and a Risk Management Plan)

3.1-2 Schedules/Project Controls

Purpose: To provide administration to ensure executive and managerial requirements with the Project are met. The scheduling requirements for the Project are to be considered and documented for a period of approximately 30 months.

Methodology: Consultant administration activities will include the following elements of the work:

- Supervise, coordinate, and monitor work for conformance with Caltrans' standards and policies.
- Prepare, circulate, and file correspondence and memos as appropriate.
- Maintain Project files using Caltrans Uniform File System.

Fifteen (15) days after notice-to-proceed, Consultant shall prepare the Project Master Schedule (PMS) for the technical studies, ED, and PR. The schedule shall be prepared using the Critical Path Method, and, at a minimum, the schedule shall be consistent with the tasks that have been laid out in this scope of work. Inclusions of additional critical path items are to be added as necessary. The PMS will reflect the various levels of reviews for the draft and final environmental documents. Caltrans will require 30 to 60 day review periods for major deliverables. The PMS will include:

- Project milestones and delivery of intermediate Project deliverables
- Reviews for the draft and final environmental documents and intermediate Project deliverables by Authority, Caltrans, and FHWA
- Work items of agencies and other third-parties that may affect or be affected by the Consultant's activities.

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

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

- Task 1 – Project Management/Coordination/Administration
- Task 2 – Engineering Development
- Task 3 – Project Report Preparation
- Task 4 – Environmental Document

Consultant shall submit a copy of the PMS to Authority's Project Manager for review and approval and a copy to Caltrans for information.

Deliverables:

- Project Master Schedule

3.1-3 Progress Reports

Purpose: To provide for tracking the actual progress relative to the PMS and to ensure that all significant completion dates of the Project are being met.

Methodology: At the end of each month, Consultant shall report the progress of the work. Progress shall be based on physical percent complete, such as the number of drawings or deliverable completed or estimated progress toward completion. Progress payments will be based upon percent complete of the major tasks identified.

Consultant shall submit one copy of a monthly progress report to the Authority's Project Manager consisting of a written narrative and an updated bar-chart format of the PMS. This report shall be received no later than the tenth (10th) calendar day of the month.

The narrative portion of the monthly progress report shall describe the overall progress of the work, discuss significant problems and present proposed corrective action and show the status of major changes.

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

The initial PMS referenced in Task 3, 1-2, as agreed to by Authority, will become the Project target. The target schedule will be displayed on the updated PMS.

Deliverables:

- Monthly Progress Reports

3.1-4 Quality Management Plan

Purpose: The Quality Management Plan (QMP) will establish the Quality Assurance and Quality Control (QA/QC) processes and procedures and how they will be managed to ensure that the tasks are being prepared, developed, checked and reviewed in accordance with the Caltrans and other applicable procedures. This includes Caltrans 5 step process per NEPA Pilot Program for the ED; acceptable quality practices to the Authority Project Manager and Quality Manager; and complies with the Consultant's approved Quality Management Plan.

Methodology: Consultant shall prepare and maintain a QMP throughout the performance of the services under this Agreement. The QMP shall provide comprehensive quality control processes and procedures that outline the independent checking procedures to be performed on report preparation, calculations and drawings, independent reviews and management systems; and quality assurance procedures for internal (including any subconsultants) surveillances and audits, to maintain product quality, schedule, and budget adherence. Consultant shall prepare this QMP to comply with the:

- Caltrans Environmental Handbook, Volume 1, Chapter 38, NEPA Assignment.
- The Caltrans District 12 Quality Control checklists,
- Caltrans Environmental Document External Quality Control Certification Sheet
- Environmental Document Review Checklist will be applied as part of the quality control procedures.
- Consultants shall sign off on each checklist by sub-functional responsibility before submittal of the draft and final ED.

All deliverables shall be subject to a quality control review utilizing the Consultant's processes and procedures before they are submitted to Authority, Caltrans, and FHWA for review comments. Consultant shall prepare a response-to-comments matrix indicating how and where the changes to the documents have been made. The response-to-comments matrix will accompany the submittal documents when the revised documents are resubmitted to Authority and Caltrans. In addition:

- The Caltrans Environmental Document External Quality Control Certification Sheet, and appropriate tools, as deemed necessary, will be utilized in the preparation of the technical studies and ED.
- The Environmental Document Review Checklist for draft and final environmental documents shall accompany the screen check draft, draft, and final ED, respectively.
- Consultant shall identify QC reviews within the Project Master Schedule (PMS).
- The QMP shall include a QA procedure that describes the QA Certification process for each deliverable that is certified by Consultant's Quality Manager or Project Manager.
- Each deliverable shall be certified by Consultant's Quality Manager or Consultant Project Manager as being prepared and checked in accordance with the approved QMP.
- Consultant's Project Manager or Quality Manager shall demonstrate they are qualified to implement the QMP.
- Consultant shall comply with Authority's independent quality surveillance, monitoring, and audits. Such quality surveillance, monitoring, and audits shall be performed by Authority's Quality Manager.

Within thirty (30) days of receiving Notice to Proceed, Consultant's shall submit a complete copy of the 5-step review process prepared under the Pilot Program and the QMP to both Authority's Project Manager and Caltrans for review.

Deliverables:

- 5 copies of Quality Management Plan (including 5-step process per NEPA Assignment)

3.2 ENGINEERING DEVELOPMENT

Activities consist of the development of engineering plans and reports to support the evaluation of the Project Build Alternatives within the PR and ED. Task 2 and Task 3 have been developed assuming that the build alternatives identified in the approved PSR/PDS will be carried forward in the PA/ED phase.

3.2-1 Data Collection/Permit Applications

Purpose: To obtain existing and previously documented information for features of the proposed Project.

Methodology: Consultant shall collect pertinent information including encroachment permits from Authority, Caltrans and local jurisdictions, and perform field reconnaissance when necessary. Consultant shall be responsible for obtaining the necessary encroachment permits for the field reconnaissance and the following available information, but not limited to:

- The approved PSR/PDS
- The approved Preliminary Environmental Analysis Report (PEAR) used to support the PSR/PDS
- Any preliminary technical studies used to support the PEAR
- Recent traffic counts (Authority, Caltrans, and Local Agencies)
- Aerials of Project area
- Preliminary Project plans/profiles
- Existing roadway geometrics and intersection configuration
- Authority shall provide As-Built Plans obtained during the development of the PSR/PDS
- Any other information/documentation used to support the PSR/PDS

Deliverables:

- Inventory of existing planning/engineering data
- Inventory of existing environmental conditions
- Caltrans Encroachment Permit Application and Approval
- Study area traffic count database

3.2-2 Aerial Topographic Mapping

Purpose: To obtain aerial topographic mapping of the Project area required to support the preparation of the PR and ED. It is assumed that field surveys may be necessary to set ground controls.

Methodology: Consultant will obtain the necessary permits to perform aerial topographic mapping. The aerial topographic mapping will cover all areas of the proposed improvements and also provide sufficient data to support preparation of the PR and ED.

Topographic mapping will be provided from aerial photogrammetry. Design-level topography will be compiled at a scale of 1"= 50' with two (2) foot interval contours in accordance with Caltrans Photogrammetric

Mapping standards. Mapping will meet the requirements in “ASPRS Accuracy Standards for Large Scale Maps”, dated March 31, 1993 and will be provided in Microstation format including a digital terrain model (DTM), and color digital ortho-rectified imagery with 0.5’ pixel resolution. Field quality control surveys will be run and analyzed to demonstrate surveying and mapping conformance to Caltrans accuracy standards and specifications. Three review phases will be submitted to the Caltrans Office of Photogrammetry for review and approval including, flight planning, ground control and aerotriangulation, and final compilation and photo index map delivery.

Caltrans shall designate the existing horizontal and vertical control monuments that are to be the basis of Consultant performed surveys. Caltrans shall provide the California Coordinate System values and/or elevation values for these monuments. Consultant shall adjust Consultant performed surveys to the designated control monuments and their values. No other control shall be used by Consultant.

Deliverables:

- Aerial Topographic Mapping Base File

3.2-3 Geometric Development

Purpose: To develop layout plans and profiles (where necessary) to be carried forward in the PR and ED.

Methodology: Geometric layout plans shall be developed based on English design standards as defined in Caltrans HDM, latest edition. Lane, shoulder, buffer, and right-of-way widths will be labeled. Vertical profiles shall be developed at critical locations where additional engineering definition is necessary to validate the proposed build alternative(s) and/or adequately define the environmental characteristics analyzed and carried forward in the Draft ED.

Consultant shall work with Caltrans, Authority, and affected cities and agencies to obtain geometric approval of the build alternatives. Comments received from the submittal of the geometric plans will be reviewed and incorporated as required for final approval.

Geometrics will be prepared for the build alternatives, where the basis for these alternatives will be the alternatives presented in the approved PSR/PDS. Title sheet, typical sections, key map, layout plans, and profiles/superelevation sheets will be developed. Additional, full-size geometric drawing exhibits (scale: 1”=100’) will be prepared to aid in the conceptual geometric approval process.

Deliverables:

- Geometric Drawing Exhibits (scale: 1"=100') (10 copies)
- Geometric Plans (title sheet, typical sections, key map, layout plans, and profiles/superelevation, scale 1"=100') (10 copies)

3.2-4 Modified Access Report

Purpose: To develop a Modified Access Report (MAR) to document the modification and reconfiguration of interchanges.

Methodology: MARs shall be prepared in accordance with FHWA and Caltrans guidelines to document the modification/ reconfiguration of interchanges at various locations mentioned in PSR/PDS report.

Deliverables:

- Draft Modified Access Report (10 copies)
- Final Modified Access Report (10 copies)

3.2-5 Fact Sheets (Mandatory and Advisory)

Purpose: To develop the Fact Sheets documenting the non-standard features of the build alternatives and to satisfy Caltrans Project Development Procedures Manual requirements.

Methodology: Fact Sheets will be prepared to document any non-standard features within the build alternatives. The consideration of non-standard features will be closely coordinated with Caltrans and FHWA staff to assure acceptability and compliance with state and federal requirements.

The Fact Sheets will be submitted to Authority, Caltrans, and FHWA for review and comment.

Deliverables:

- Draft and Final Mandatory Fact Sheets (10 copies)
- Draft and Final Advisory Fact Sheets (10 copies)

3.2-6 Construction Staging/Traffic Handling

Purpose: To develop a construction staging concept for the Project build alternatives.

Methodology: Consultant shall develop a conceptual construction staging/traffic handling concept to verify constructability and feasibility of traffic handling for the Project build alternatives. Consultant shall make sure that the existing mainline capacity will be maintained during construction of the build alternative. Detour concepts that will minimize disruption and impacts to adjacent residents and businesses will be included in the construction staging and traffic handling concept. Consultant shall coordinate with the roadway discipline during the

development of the geometrics to ensure that all construction staging/traffic handling concepts are constructible and feasible.

Deliverables:

- Construction Staging/Traffic Handling Concepts

3.2-7 Transportation Management Plan

Purpose: To develop a Transportation Management Plan (TMP) that minimizes Project-related traffic delays, and provides continuous traffic circulation and access, with adequate space for safe and efficient construction.

Methodology: Consultant shall prepare the TMP for the Project build alternatives in accordance with the Caltrans Transportation Management Plan Guidelines (latest edition). The TMP shall identify methods for minimizing Project-related traffic delays and accidents by implementing effective traditional traffic handling practices.

Deliverables:

- Draft Transportation Management Plan (10 copies)
- Final Transportation Management Plan (10 copies)

3.2-8 Structures Advanced Planning Studies

Purpose: To evaluate the impacts of each alternative on each affected structures, including bridges and non-standard retaining walls. This analysis shall be the basis for a preliminary cost estimate and include an analysis of construction feasibility for proposed structure improvements.

Methodology: Prepare the appropriate number of Advance Planning Studies (APS), as necessary, for proposed structural improvements for the build alternative(s) to be carried forth in the Draft PR. Guidelines set forth in Office of Special Funded Projects (OSFP) Information and Procedures Guide for Advance Planning Studies and the Caltrans Amendments to AASHTO's Load and Resistance Factor Design (LRFD) specifications shall be used as a tool for developing the scope of this PA/ED level structural analysis. The *Consultant Prepared Advance Planning Studies Checklist* (available on the Caltrans website) shall be used as a guideline, to the level appropriate for a PA/ED level document, for completion of the APS. The analysis shall include identification of the following:

- Structure lengths, widths and types
- Span lengths
- Structure depths
- Vertical and horizontal clearances
- Roadway widths
- Bridge removal (if required)

Deliverables:

- Draft APS with Preliminary cost estimates (10 copies).
- Final APS with Preliminary cost estimates (10 copies)

3.2-9 Structure Preliminary Geotechnical Reports

Purpose: To identify subsurface conditions for each planned structure and establish preliminary geotechnical recommendations for the structure modifications. The deliverables will include a Technical Memorandum (Structure Preliminary Geotechnical Report) for each structure. Field investigations, sampling of subgrade soils, and testing are not included in this phase of the work.

Methodology: To better understand the potential geotechnical impacts to Project costs, Consultant shall review readily-available records for structures planned, including construction or as-built plans. Site subsurface data will be reviewed for background information and use in analyzing specific geotechnical design issues for improvements. Relevant published geologic, geotechnical, seismicity, and seismic hazard maps or reports, along with readily-available borings logs, will be reviewed. Consultant shall also conduct a geologic reconnaissance and general reconnaissance at the structures improvement locations along the alignment to observe potential geotechnical and geologic issues that could arise during design.

The results of our reconnaissance and review will be presented in Structure Preliminary Geotechnical Reports (SPGR). Each SPGR will include the following:

- Anticipated subsurface soil, bedrock and groundwater conditions;
- Key geologic, seismic and geotechnical issues;
- Regional geologic and seismic setting at the structure locations, including identification of major faults in the vicinity, proximity to the sites (offset distances to major faults), earthquake magnitudes, and Acceleration Response Spectra (ARS curves) developed in accordance with Caltrans current Seismic Design Criteria;
- Preliminary evaluation of secondary seismic-related hazards, including possible ground failure or displacements due to liquefaction and seismically induced settlement;
- Discussion of the existing foundation types for each bridge structure;
- Discussion of alternative foundation types for the widening or replacement of existing bridge structures.
- Provide information sufficient to reasonably estimate foundation sizes for the Project.

Deliverables:

- Draft Structure Preliminary Geotechnical Reports for each planned structure (10 copies)
- Final Structure Preliminary Geotechnical Reports for each planned structure (10 copies)

3.2-10 R/W and Utility Identification

Right of Way (R/W)

Purpose: To identify R/W impacts associated with the two build alternatives. Existing R/W lines will be identified on the engineering plans.

Methodology: Existing right of way lines and centerlines will be plotted from record information to depict the land net and centerline alignment on the plans.

Based on the preliminary geometric plans, right-of-way acquisition delineation shall be prepared for each alternative for review and approval by Authority, Caltrans and pertinent cities. Potential impacts associated with proposed mainline shall be delineated via right-of-way lines on appropriate base mapping.

Each parcel potentially affected shall be reviewed to assess the degree of impact and the likely Project impact (full take, partial take, severance, etc.).

Caltrans will provide guidance on valuations for right-of-way acquisitions. Individual parcel maps, preliminary title reports, appraisals, right-of-way acquisition negotiations, property surveys and other acquisition activities are not included as part of this Scope of Work.

A R/W Data Sheet will be prepared for each alternative to document costs related to right of way needs.

Utilities

Purpose: To identify proposed utility impacts associated with the build alternatives. Existing major utilities will be identified on the engineering plans.

Methodology: Consultant shall utilize previous studies (e.g., preliminary utility investigation) to build on the analysis for utility impacts. Contacts will be made with each utility company affected and a preliminary determination of relocation requirements and responsibilities will be made.

Consultant shall utilize the preliminary utility investigation to establish a detailed scope, schedule, and estimated cost of utility relocation and/or impacts for the build alternatives. This work will also identify low- and high- risk utility areas within the Project limits. Consultant shall identify any potentially affected utility areas which may be subject to the

requirements of the California Public Utility Commission General Order 131-D. Utility potholing is not included as part of this scope of work.

Deliverables:

- Right-of-Way Lines Delineated on Geometric Plans
- Right-of-Way Data Sheets for each build alternative
- Preliminary impacted utilities delineated on Layout Plans
- Preliminary Cost Estimate of utility relocations/impacts associated with the build alternatives

3.2-11 Conceptual Drainage Study

Purpose: To identify drainage impacts including the relocation or realignment of adjacent channels and storm drains, and determine the drainage improvements for on-site and off-site drainage facilities. This will be identified in coordination with Water Quality Best Management Practices and is required for the various alternatives.

Methodology: A field reconnaissance of the Project will be performed to accommodate the build alternatives. Impacts on and replacement of these facilities shall be analyzed and included in the Project cost estimate. Freeway drainage will be reviewed to assess the adequacy of the existing systems. Freeway, County, and City drainage systems (including pump stations) will be reviewed and the impacts of the proposed alternatives on these facilities will be studied. Necessary replacements and/or improvements including incorporation of Water Quality Best Management practices will be reflected in the Project cost estimates.

Deliverables:

- Identification of major drainage improvements on Layout Plans or, if required, Drainage Plans
- Inclusion of drainage improvements in cost estimate
- Conceptual Drainage Study Report (10 copies)

3.2-12 Storm Water Data Report

Purpose: To develop a Storm Water Data Report (SWDR) to identify the selection and design of Best Management Practices (BMPs) for the build alternatives per the latest version of the Caltrans' Storm Water Quality Handbooks: Project Planning and Design Guide (PPDG) in compliance with the Caltrans statewide NPDES permit.

Methodology: The SWDR will summarize the storm water quality issues of a Project and each alternative. The SWDR will consist of a cover sheet, storm water data information, checklists, and attachments. The SWDR will summarize how the Project will address temporary, permanent, and treatment BMPs for the Project and each alternative. The SWDR will be approved by obtaining the signatures of the Project Engineer who prepared the SWDR and Caltrans' Project Manager, District Storm Water

Coordinator, Maintenance Representative, and District Landscape Architect.

Deliverables:

- Draft Storm Water Data Report (10 copies)
- Final Storm Water Data Report (10 copies)

3.2-13 Preliminary Geotechnical Design Report

Purpose: To identify and address potential impacts of site topography, geology, soils, and seismic activity on the Project.

Methodology: The Preliminary Geotechnical Design Report (PGDR) study will consist of reviewing readily-available geotechnical and geologic information and subsurface soil conditions along the alignment in order to provide preliminary geotechnical recommendations for Project feasibility and cost estimating. Consultant shall also conduct a geologic reconnaissance of the alignment to observe potential geotechnical and geologic issues that could arise during design. The PGDR will be prepared in accordance with Caltrans guidelines for Geotechnical Design Reports. One PGDR will be prepared to address the build alternatives and will include the following:

- General soil and groundwater conditions anticipated along the alignment;
- Discussion of the expected impact of the subsurface conditions on the proposed improvements;
- Regional and local geologic setting, topography, significant landforms, soil types, depth to bedrock, geologic hazards, soil and rock types, and geologic structure;
- Discussion of planned earthwork construction, including suitability of the existing on-site soil material for reuse as fill, anticipated excavation conditions for below-grade structures and foundations, and preliminary recommendations for support of the roadway and walls;
- Discussion and preliminary recommendations for proposed MSE and standard Caltrans retaining walls
- Recommendations for subsurface investigations needed for the design phase.

Deliverables:

- Draft Preliminary Geotechnical Design Report (10 copies)
- Final Preliminary Geotechnical Design Report (10 copies)

3.2-14 Life Cycle Cost Analysis

Purpose: To evaluate the overall-long-term economic efficiency between competing pavement options.

Methodology: Develop Life-Cycle Cost Analysis for Pavement report in conformance with Caltrans requirements. In accordance with the Life-Cycle Cost Analysis Procedures Manual, latest edition, the Consultant will prepare a Life-Cycle Cost Analysis (LCCA) for review and approval by Caltrans.

The LCCA will analyze various pavement alternatives for the build alternatives. The LCCA compares initial cost, future cost, and costs associated with user delay during construction activities in an effort to provide the most cost effective Project. The results of the approved LCCA will be incorporated into the development of the Preliminary Materials Report.

Deliverables:

- Draft Life Cycle Cost Analysis Report (10 copies)
- Final Life Cycle Cost Analysis Report (10 copies)

3.2-15 Preliminary Materials Report

Purpose: To identify Preliminary Roadway Structural Sections.

Methodology: Consultant shall review readily-available pavement design reports, materials reports, as-built plans, and construction records to establish the history of the existing pavement and subgrade soil conditions. An appropriate Traffic Index (TI) will be provided for preliminary pavement design.

Consultant shall study the compatibility of the existing and new pavement sections in widening areas and will consider drainage issues. New pavement sections will be evaluated and recommended based on the findings of the compatibility study and the LCCA with Caltrans concurrence. The results of the pavement study will be summarized in a Preliminary Materials Report. The report will summarize the results of our review, including soil and groundwater conditions and drainage issues and will present the appropriate traffic index and minimum pavement sections in accordance with Caltrans HDM (2006) and Standard Specifications (2006) requirements. The roadway structural section will be based on review of existing data.

Pavement design will be conducted utilizing procedures described in HDM Section 6. The materials report will generally follow the requirements of Caltrans Method of Test, CT130.

Deliverables:

- Draft Preliminary Materials Report (10 copies)
- Final Preliminary Materials Report (10 copies)

3.2-16 Noise Abatement Decision Report

Purpose: To present the preliminary noise abatement decision based on acoustical and non-acoustical feasibility factors and the relationship between noise abatement allowances and the engineer's cost estimate.

Methodology: The consultant shall prepare a Noise Abatement Decision Report (NADR), as defined in the latest Caltrans Noise Analysis Protocol. The report will summarize the preliminary reasonableness determination from the Noise Study Report, present the engineer's cost estimate for the evaluated abatement, evaluation of non-acoustical factors related to feasibility, preliminary noise abatement decision, and secondary effects of abatement (impacts on cultural resources, scenic views, hazardous materials, biology, etc.). The NADR will be prepared in accordance with Caltrans District SER report guidelines with the best information available.

Deliverables:

- Draft Traffic Noise Abatement Decision Report (10 copies)
- Final Traffic Noise Abatement Decision Report (10 copies)

3.2-17 Cost Estimates

Purpose: To prepare cost estimates for the build alternatives to be analyzed in the Draft and Final PR.

Methodology: Based on the preliminary engineering plans and the structure cost estimates described above, PR-level cost estimates will be prepared for the build alternatives.

Deliverables:

- Cost Estimate (10 copies for each alternative)

3.2-18 Railroad Coordination

Purpose: To coordinate (including necessary meetings) with the appropriate railroad agencies regarding any modifications to the Irvine OH structure.

Methodology: This will include SCRRA and Metrolink coordination. No permits or agreements with the railroads will be prepared or required during this phase.

Deliverables:

- Meeting notes as needed

3.2-19 Value Analysis

Purpose: An independent team of experts to evaluate the build alternatives being developed to ascertain their effectiveness with regards to costs, time of delivery, and other benefits.

Methodology: As per the Caltrans PDPM, the Value Analysis (VA) process utilizes a function-oriented, structured, team approach to solving problems and reducing life-cycle costs by applying techniques that adhere to a formal VA job plan. Consultant shall provide a VA team leader/facilitator, a certified VA specialist, to consult the VA study and the facility including support materials for conducting the workshop. The VA study will be completed within the first six months after NTP.

The VA Study will include the following elements:

- Conduct a VA Study to comply with the National Highway System (NHS) VE mandate and follow the Caltrans VA methodology as outlined in the Chapter 19, "Value Analysis" of the Project Development Procedures Manual (PDPM) and detailed in the Caltrans VA Team Guide and Report Guide.
- Provide onsite team leadership and final report documentation for a five (5) days Project study.
- Provide a qualified, independent Certified Value Specialist (CVS), certified by SAVE International and a registered Professional Engineer (PE) with civil/transportation engineering background.
- Provide VA study documentation in accordance with the Caltrans VA Report Guide.
- Coordinate 6-8 additional team members with specific expertise to serve as members of a VA team. A maximum of three team members will be provided by the Consultant. This selection of team members will be coordinated with Caltrans and Authority. The potential team members may include the following disciplines:
 - o Highway Design
 - o Traffic Design
 - o Traffic Analysis
 - o Hydraulic Design
 - o Structural Design
 - o Construction Staging
 - o Construction
 - o Environmental Planning
 - o Other team members to be provided by stakeholder agencies
- Provide formal presentation summarizing the VA recommendations at the conclusion of the workshop.

Deliverables:

- Draft Value Analysis Study Report (5 copies)
- Final Value Analysis Study Report (5 copies)

3.2-20 Aerially Deposited Lead Report

Purpose: Develop Aerially Deposited Lead (ADL) Report in conformance with Caltrans requirements.

Methodology:

Field Investigation – Consultant will collect shallow ADL borings at approximately 300' spacing. If pavement widening exceeds 15' then two ADL borings will be required perpendicular to each other. "Criss-crossing" of the highway facility with the 300' spacing is not permitted. Soil samples will be collected from depths of approximately 0.5, 1.5, 3, and 4 feet below existing grade from each boring, assuming refusal does not occur. The sampling equipment will be washed and triple rinsed before collecting each soil sample. On-site soils will be used to backfill the shallow boreholes. ADL Workplan shall be submitted to Caltrans prior to initiating field inspection and sample.

Laboratory Testing – Consultant will forward soil samples to a California Certified analytical laboratory for testing. All samples will be tested for total lead. Samples that contain greater than or equal to 50 mg/kg of total lead will be analyzed for soluble lead using Waste Extraction Test (citric acid extraction) for extractable lead, and WET (de-ionized extraction) for de-ionized extractable lead. No more than ten percent (10%) of samples collected will be analyzed using the IPA Toxic Characteristic Leaching Procedure (TCLP) for leachable lead. No more than ten percent of soil samples collected will be analyzed for pH.

Report Preparation – Consultant will update the existing ADL report to include a summary of the findings of the supplemental field investigation, results of the laboratory tests, and results of the statistical analysis. The report will address the re-use of on-site soils excavated during construction (within Caltrans Right-Of-Way).

Deliverable:

- Aerially Deposited Lead Workplan (5 copies)
- Draft Aerially Deposited Lead Report (10 copies)
- Final Aerially Deposited Lead Report (10 copies)

3.2-21 Asbestos Survey Report

Purpose: To determine the presence and quantity of asbestos in identified structures and develop Asbestos Survey Report in conformance with Caltrans requirements.

Methodology: *The Code of Federal Regulations (CFR)*, 40 CFR 61, Subpart M, National Emissions Standards for Hazardous Air Pollutants (NESHAP) and Federal Occupational Safety and Health Administration (FED OSHA) classify asbestos-containing material (ACM) as any material or product that contains greater than 1% asbestos. Nonfriable ACM is classified by NESHAP as either Category I or Category II material defined as follows:

- Category I – asbestos-containing packings, gaskets, resilient floor coverings, and asphalt roofing products.
- Category II – all remaining types of nonfriable asbestos-containing material not included in Category I that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Regulated asbestos-containing material (RACM), a hazardous waste when friable, is classified as any manufactured material that contains greater than 1% asbestos by dry weight and is:

- Friable (can be crumbled, pulverized, or reduced to powder by hand pressure); or
- Category I material that has become friable; or
- Category I material that has been subjected to sanding grinding, cutting or abrading; or
- Category II nonfriable material that has a high probability of becoming crumbled, pulverized, or reduced to a powder during demolition or renovation activities.

Activities that disturb materials containing any amount of asbestos are subject to certain requirements of the Cal/OSHA asbestos standard contained in Title 8, CCR Section 1529. Typically, removal or disturbance of more than 100 square feet of material containing more than 0.1% asbestos must be performed by a registered asbestos abatement contractor, but associated waste labeling is not required if the material contains 1% or less asbestos. When the asbestos content of a material exceeds 1%, virtually all requirements of the standard become effective.

Materials containing greater than 1% asbestos are also subject to NESHAP regulations (40 CFR Part 61, Subpart M). RACM (friable ACM and nonfriable ACM that will become friable during demolition operations) must be removed from structures prior to demolition. Certain nonfriable ACM and materials containing 1% or less asbestos may remain in structures during demolition; however, there are waste handling/disposal issues and Cal/OSHA work requirements that must be addressed.

With respect to potential worker exposure, notification, and registration requirements, Cal/OSHA defines asbestos-containing construction material (ACCM) as construction material that contains greater than 0.1% asbestos (Title 8, CCR 341.6).

Testing – Suspect ACM shall be grouped into homogeneous areas with representative samples randomly collected from each. Each potential ACM shall be evaluated for friability.

Procedures for inspection and sampling:

- Collect bulk asbestos samples after first wetting friable material with a light mist of water. Cut samples from the substrate and transfer to a labeled container. Note that when multiple samples are collected, the sampling locations are distributed throughout the homogeneous area (spaces where the material is observed).
- Relinquish bulk asbestos samples under chain-of-custody protocol to a California-licensed and Caltrans-approved subcontractor, for asbestos analysis in accordance with United States Environmental Protection Agency (EPA) Test Method 600/R-93/116 using polarized light microscopy (PLM). The laboratory shall be accredited by the National Institute of Standards and Technology National Voluntary Laboratory Accreditation Program (NISTNVLAP) for bulk asbestos fiber analysis.

Sample group identification numbers, material descriptions, approximate quantities, friability assessments, and photo references shall be summarized. Approximate sample locations shall be presented. Materials represented by the samples collected shall be photographed.

Asbestos Survey Workplan shall be submitted to Caltrans for approval prior to initiating field inspection and sample.

Deliverable:

- Asbestos Survey Workplan (5 copies)
- Draft Asbestos Survey Report (10 Copies)
- Final Asbestos Survey Report (10 Copies)

3.3 PROJECT REPORT PREPARATION

This task will involve the preparation of the Draft and Final PRs and any needed engineering exhibits for the ED under concurrent preparation.

3.3-1 Administrative Draft Project Report

Purpose: To develop the Administrative Draft PR documenting the engineering evaluation of the proposed alternatives and to satisfy Caltrans Project Development Procedures.

Methodology: An Administrative Draft PR will be prepared in accordance with the Caltrans PDPM. The Administrative Draft PR will contain a discussion of the existing conditions, the need for improvements, and the alternatives considered.

The Administrative Draft PR will be submitted for Authority, Caltrans, and FHWA for review and comment.

Deliverables:

- Administrative Draft Project Report (15 copies)

3.3-2 Draft Project Report

Purpose: To incorporate Authority, Caltrans, and FHWA review comments into Draft PR.

Methodology: Upon receipt of Authority, Caltrans, and FHWA review comments on the Administrative Draft PR and after adequate time to develop response actions, a meeting will be held with the agencies and Consultants to discuss the comments and the appropriate action to be taken. This step reduces the opportunity for misunderstanding and provides clear direction toward the development of an approved product. The resubmittal of the Draft PR to Caltrans and Authority following the incorporation of these comments is expected to be for concurrence only. Once concurrence has been reached on all outstanding issues, the draft PR will be signed by a Registered Civil Engineer and submitted to Caltrans for signature and approval.

Deliverables:

- Draft Project Report (10 copies)

3.3-3 Administrative Final Project Report

Purpose: To document recommendation of the Preferred Alternative for the Project.

Methodology: After circulation of the Draft ED and concurrent with the preparation of the Final ED, Consultant shall prepare a Final PR which includes the recommendation of the Preferred Alternative. The report will

review the development of the Preferred Alternative including public and agency comments obtained during the public meeting and environmental review period.

Deliverables:

- Administrative Final Project Report (15 copies)

3.3-4 Final Project Report

Purpose: To incorporate Authority, Caltrans, and FHWA review comments into the Final PR.

Methodology: Upon receipt of Authority, Caltrans, and FHWA review comments of the Administrative Final PR and after adequate time to develop response actions, a meeting will be held with the agencies and Consultants to discuss the comments and the appropriate action to take. The resubmittal of the Draft PR to Caltrans and Authority following the incorporation of these comments is expected to be for concurrence only. Once concurrence has been reached on all outstanding issues, the Final PR will be signed by a Registered Civil Engineer and submitted to Caltrans for signature and approval.

Deliverables:

- Final Project Report (10 copies)

3.4 ENVIRONMENTAL DOCUMENT

The activities will consist of the development of environmental studies to support the evaluation of the Project Build Alternatives. The anticipated CEQA/NEPA document will be a draft and final IS/EA, leading to a MND/FONSI. If, throughout the course of the environmental studies, it is found that impacts cannot be mitigated to a level of less than significant or that the Project may contribute to substantial public controversy, then a higher-level document would need to be prepared. Consultant shall coordinate with the Authority Project Manager and Caltrans at various stages in the environmental preparation process to determine if there is a need to elevate the CEQA and/or NEPA document. This assessment shall be done in the following phases: scoping, completion of technical studies, and release of draft environmental document.

3.4-1 Base Maps for Environmental Studies

Purpose: To prepare base maps for use in the environmental studies and to establish environmental baseline data in a manner compatible with engineering and topographic mapping.

Methodology: Upon receipt of design files, Consultant shall develop Project Vicinity and Project Location Maps, as well as a set of maps that clearly shows the location and features of each alternative under consideration. Additionally, base mapping of the environmental components/data to be included in the GIS database will be developed. These components/data include Section 4(f) resources, historic properties, 100-year floodplain, hazardous materials sites, sensitive visual features, land uses and right-of-way, and noise receptors. Data from publicly available sources will be used as a starting point and adjusted, where appropriate, based on field surveys and observations conducted by the Consultant.

Deliverables:

- GIS mapping of environmental considerations/surveys consistent with Caltrans Projection/coordinate system.

3.4-2 Issuance of Environmental Notices & Scoping Meeting Notice

Purpose: To prepare and circulate a Notice of Initiation of Studies (NOIS) pursuant to Caltrans requirements, and to provide a scoping meeting and the appropriate public notice.

Methodology: The NOIS shall describe the Project, indicate that the appropriate environmental analyses for the Project have been initiated, and request comments from stakeholders and interested parties. The NOIS shall be sent to local residents, elected officials, affected agencies, and other special interest groups on the Project mailing list. Consultant will coordinate this effort with Authority, Caltrans, and other PDT members. The public notice for the scoping meeting shall be advertised in a widely circulated newspaper (e.g., Los Angeles Times Orange County Edition

and Orange County Register) and in a local Spanish newspaper (e.g., Excelsior and La Opinión). Consultant shall coordinate with Authority and Caltrans to ensure that the notices are properly posted (e.g., newspaper, mass mailers, and State Clearinghouse). Consultant shall designate an individual (with concurrence by Authority's Project Manager) as the main point of contact with interested parties during the NOIS and scoping meeting process.

Deliverables:

- Public Notices for the Scoping Meeting (preparation support)
- Agency letters/notifications

3.4-3 Conduct Environmental Evaluation

Environmental analyses shall be prepared to meet CEQA and NEPA requirements, and in accordance with the most current Caltrans SER, which has been updated to reflect the changes made by MAP-21 and FHWA guidelines. It will include concise application and enforcement of various regulations governing topic areas, including Federal, State and local laws, acts, policies, and ordinances as well as direct, indirect, and cumulative impacts. As appropriate, the following studies, reports or evaluations shall be prepared in accordance with Caltrans SER. Consultant shall coordinate with Caltrans in determining the specific content and format requirements for the studies.

Technical studies and other information to be prepared include, but not limited to:

3.4-3a Preliminary/Baseline Traffic Analysis

Purpose: To establish the existing and forecasted traffic forecasts to be used in the analysis.

Methodology: With an anticipated Project opening date of 2023 and the requirement to analyze conditions at least 20 years after opening, a forecast year of 2045 will be used.

Deliverables:

- Traffic forecast volumes for 2045 with documentation of assumptions
- Existing traffic data with analysis

3.4-3b Traffic Impact/Circulation Study

Purpose: To analyze the traffic/circulation impacts of the Project utilizing the OCTAM, HCM, and Intersection Capacity Utilization methodologies.

Methodology: The Traffic/Circulation Study shall be prepared in accordance with Caltrans Traffic Manual, the HOV Guidelines, the

HCM, the Ramp Meter Design Guidelines, and the Caltrans SER Volume 1 Chapter 26 and CEQA guidelines. Available data, reports, and relevant studies including Corridor System Management Plan shall be reviewed in the preparation of the Traffic/Circulation Impact Study. Existing and future deficiencies in the arterial system or traffic control devices shall be identified. In addition, Project related impacts and mitigation measures shall be identified. This work shall take into consideration the previous analyses that have been prepared to support the PSR/PDS. The existing, opening year (with and without improvements) and forecasted design year (with and without improvements) traffic data shall be presented in the following formats: Annual Average Daily Traffic (AADT), peak month Average Daily Traffic (ADT), peak hour and peak hour directional split — including percentage of trucks, if appropriate. Also, discussion of the growth assumptions that provided the basis for the forecast should be included.

In support of the Air Quality Report, the following traffic data is needed for each scenario (existing, opening year build/no build, and forecast design year build/no build):

- ADT roadway segment traffic volumes;
- Percent trucks;
- Intersection Levels of Service (LOS);
- Vehicle Miles Traveled (VMT): VMT shall be arranged by roadway type (e.g., freeway general purpose lanes, ramps, HOV lanes, arterial roads, local streets, etc.). VMT shall be broken down in 5 mph speed bins for both peak and off-peak periods.
- Vehicle Hours Traveled (VHT): VHT should be arranged by roadway type (e.g., freeway general purpose lanes, HOV lanes, ramps, arterial roads, local streets, etc.).

The most recent three-year accident history by type, as well as the comparable breakdown of the state-wide average accident rates for similar facilities shall be included (e.g., TASAS table B, C, and C[wet] data). Coordination with the Caltrans Traffic Operations unit will be critical to the timely completion of this study.

Deliverables:

- Draft Traffic/Circulation Impact Report (10 copies)
- Final Traffic/Circulation Impact Report (10 copies)

3.4-3c Water Quality Assessment Report (WQAR)

Purpose: To evaluate the potential impacts on water quality that may be caused by the direct introduction of pollutants into surface bodies of water, the alteration of surface drainage patterns, and changes to area groundwater levels due to an increase of

impermeable surfaces.

Methodology: A water quality section shall be prepared in accordance with the Caltrans SER and CEQA guidelines. The Project may be subject to the state, federal, and local water quality requirements under the National Pollutant Discharge Elimination System (NPDES) program. Local surface and groundwater water quality requirements are regulated in this region by the Santa Ana Regional Water Quality Control Board and its Basin Plan water quality standards. A Water Quality Assessment Report (WQAR) document will be developed for use in the environmental document. The WQAR will qualitatively assess the Project's impacts on receiving water quality during construction and post-construction conditions based on the region's applicable stormwater regulations and consistent with the NPDES permit requirements in Order No. R8-2009-0030. The WQAR will assess the baseline water quality conditions from available information and beneficial uses of receiving waters downstream of the Project. The WQAR will also identify the potential water quality issues from Project construction, post-construction and operation activities, and identify applicable mitigation measures (Best Management Practices and hydromodification measures) to address the short-term and long-term impacts.

The WQAR will discuss the following:

- The approach for the water quality assessment and the evaluation of the potential impacts related to implementing the Project.
- The approach for addressing hydromodification requirements.
- Regional Hydrology, Local Hydrology, Floodplains, Groundwater Resources, Topography, Climate, and Soils/Erosion Potential.
- The applicable requirements of the Federal Clean Water Act (CWA), State Water Quality Regulations (Statewide General Construction Permit), State Requirements under Section 402 of the Federal CWA, Beneficial Uses, Groundwater and Surface Water Quality Objectives, and Impaired Waters. A risk analysis will be conducted consistent with the California Statewide General Construction Permit (Order 2009-0009-DWQ). The appropriate Risk Level based on planned construction schedule duration and the condition of the receiving waters will be determined.
- Potential stormwater quality mitigation measures (Best Management Practices) that may be needed per the water quality requirements applicable to the Project to address urban runoff treatment, TMDLs/watershed mandates, and

hydromodification management.

- Receiving waters will be confirmed as to status of being impaired water which may be subject to addressing measures to comply with 303(d) listed waterbodies and/or Total Maximum Daily Loads (TMDL).

Deliverables:

- Draft Water Quality Assessment Report (10 copies)
- Final Water Quality Assessment Report (10 copies)

3.4-3d Floodplain Evaluation Report

Purpose: To prepare a report that discusses the requirements of Executive Order 11988 and the responsibilities of FHWA, Caltrans and local agencies when Projects encroach on a 100-year base floodplain.

Methodology: Consultant shall prepare the Floodplain Evaluation Report in accordance with Caltrans Environmental Handbook, Volume 1, Chapter 17 to support the ED. If it is determined that there are minimal to no impacts to floodplain, a Summary Floodplain Encroachment Report shall be prepared. If there is substantial encroachment, completion of a Floodplain Evaluation Report shall be prepared. Coordination with the Caltrans Hydraulics unit will be critical to the timely completion of this study.

Deliverables:

- Draft Floodplain Evaluation Report (10 copies)
- Final Floodplain Evaluation Report (10 copies)

3.4-3e Location Hydraulics Study

Purpose: To research the available FEMA floodplain data, Orange County Flood Control, Cities of Irvine and Tustin, and US Army Corps of Engineers data to identify any potential encroachments into existing mapped floodplains.

Methodology:

Research and Data Collection - This task includes requesting FEMA back-up technical data for the mapped floodplains.

The task also includes field review of all culvert crossings. The flooding sources and the resulting floodplains shall be analyzed as part of the Location Hydraulics Study (LHS).

Base Map Preparation - Based on the results of Research and Data Collection, overlay the FEMA floodplain and any other available floodplain data on the Project base maps. Determine locations of longitudinal encroachment on the mapped floodplains.

Alternatives Analysis - Prepare alternatives analysis for build alternatives which will be evaluated based on:

- 1) the risk associated with implementation of the action
- 2) the impacts on natural and beneficial floodplain values
- 3) the support of probable incompatible floodplain development
- 4) the measures to minimize floodplain impacts associated with the action
- 5) the measures to restore and preserve the natural and beneficial floodplain values impacted by the action
- 6) the practicability of alternative to any significant encroachment
- 7) the practicability of alternatives to any longitudinal encroachment.

Location Hydraulics Study - Prepare a LHS summarizing the analysis. The LHS will determine if there is a significant encroachment or impact to the base flooding. Also, Caltrans requires that there be no increases in Base Flood Elevations (BFEs) in areas with floodways.

Hydraulic Modeling Proposed Project - In order to better identify potential impacts to the floodplain, preliminary hydraulic models of the effected watercourses will be analyzed immediately upstream and downstream of the proposed encroachments.

Deliverables:

- Location Hydraulic Study (Included as part of the Floodplain Evaluation Report) (10 copies)

3.4-3f Noise Study Report

Purpose: To prepare a Traffic Noise Study based on the Caltrans Traffic Noise Analysis Protocol (Protocol) and Technical Noise Supplement (latest editions).

Methodology: The Noise Study Report (NSR) shall be prepared in accordance with Caltrans and FHWA requirements to support the IS/EA. Short-term (15 minute) noise level measurements and concurrent traffic counts will be conducted at up to 60 locations deemed representative of noise-sensitive land uses within the Project area. These short-term noise level measurements will be used to document the existing noise environment and calibrate the FHWA Traffic Noise Model version 2.5(TNM 2.5). Long-term 24-hour noise level measurements will be conducted at up to five locations to identify the peak traffic noise hour. Simultaneous interior and exterior noise level measurements will be conducted at schools, hotels, churches, and other Activity Category D(52) land uses.

The NSR will evaluate land uses identified in the Activity Categories defined by Caltrans and FHWA. TNM 2.5 will be used to evaluate the traffic noise levels associated with the existing, future no build, and the build alternatives. Feasible noise abatement measures will be evaluated and the total reasonable allowance for each barrier will be calculated in the NSR. Short-term noise impacts from construction also will be evaluated in the NSR. Coordination with the Caltrans Environmental Engineering unit will be critical to the timely completion of this study. Consultant will also distribute soundwall surveys by registered mail to those residents benefited from reasonable soundwalls and summarize the results in the report.

Deliverables:

- Draft Noise Study Report (10 copies)
- Final Noise Study Report (10 copies)

3.4-3g Visual Impact Assessment

Purpose: To prepare a Visual Impact Assessment in accordance to Caltrans Environmental Handbook, Volume 1, Chapter 27, Caltrans Visual Impact Assessment guidance (latest edition), Caltrans Visual Impact Guide Checklist, and FHWA's guidance on *Visual Impact Assessment for Highway Projects* (latest edition), to identify and analyze visual resource impacts associated with the project. This will be prepared to support the Draft and Final ED.

Methodology: Consultant will prepare a Moderate Visual Impact Assessment (VIA) in accordance with the annotated outline recommended by the Caltrans Landscape Architecture Program. Consultant will conduct a field reconnaissance, at which time, on-site and adjacent visual resources will be documented. Consultant will complete a Visual Contrast Rating System analysis. Avoidance, minimization, and/or mitigation measures will be recommended to reduce the visual impacts from the project.

Photosimulations. Consultant will select preliminary Key Views for the proposed project, in consultation with Caltrans staff. Key Views represent areas within sensitive viewer locations within and surrounding the project site, which also have views to the project features.

Three-dimensional (3D) computer models will be prepared to simulate the project from up to four (4) Key Views. The rendered subject will be superimposed into a photograph and foreground objects will be masked.

Consultant will analyze the existing and proposed conditions of each photosimulation pursuant to FHWA guidelines to provide an

analysis of the visual contrast/change. This analysis will be included consistent with the Methodology section discussed above.

Viewshed Mapping. A viewshed analysis will be performed to determine potential areas that the proposed improvements would be visible within a one-mile radius.

Deliverables:

- Draft Visual Impact Assessment and supporting documentations (10 copies)
- Final Visual Impact Assessment and supporting documentations (10 copies)

3.4-3h Air Quality Report

Purpose: To conduct an air quality analysis to satisfy CEQA, state and federal environmental requirements, and conformity provisions of the Clean Air Act Amendments (CAAA) to support the Draft and Final Environmental Document.

Methodology: The Air Quality Report shall be prepared in accordance with the latest following protocols/guidelines: Caltrans *Transportation Project-Level Carbon Monoxide Protocol*, FHWA/EPA *Transportation Conformity Guidance for Qualitative Hot-spot Analyses in PM2.5 and PM10 Nonattainment and Maintenance Areas*, Transportation Project-Level Carbon Monoxide Protocol (CO Protocol), FHWA *Interim Guidance on Air Toxic Analysis in NEPA Documents*, and Caltrans' policy on greenhouse gas emissions. The Air Quality Report will also analyze and discuss the presence/absence of naturally occurring asbestos and will quantify construction-related emissions.

If the project is determined to be a Project of Air Quality Concern (POAQC), PM10 and PM2.5 Emissions will be quantified based on consultation and coordination with the Transportation Conformity Working Group (TCWG). A detailed qualitative PM hot-spot analysis will need to demonstrate that the emissions conform to the projections in the State Implementation

Plan (SIP) and follow EPA's Particulate Matter Guidance, which will be forwarded to TCWG for their review.

A quantitative Mobile Source Air Toxic (MSAT) analysis will be prepared according to FHWA Interim Guidance on Air Toxic Analysis in NEPA Documents. The Greenhouse Gas Emissions Analysis will be based on Caltrans Climate Action Program and will require coordination with District Headquarters staff on the final methodology.

The Air Quality Report will include a local analysis for CO consistent with the CO Protocol. Construction impacts will be qualitatively evaluated commensurate with available Project specific information.

The Air Quality Report will address the following conditions: “existing”, “existing plus Project”, “opening year”, “opening year plus Project”, “forecast”, and “forecast plus Project”. The Air Quality Report will also document whether the proposed Project is included in the latest Regional Transportation Plan (RTP), and Regional Transportation Improvement Program (RTIP) and Federal Statewide Transportation Improvement Program (FSTIP) for preliminary engineering/environmental documentation. The Air Quality Report will make a final determination whether the build alternatives will conform to applicable state and federal air quality plans. Mitigation measures will be defined for any construction and/or operational impacts that are identified.

Deliverables:

- Draft Air Quality Report (10 copies)
- Final Air Quality Report (10 copies)
- Supporting Documentation including backup data/documentation for the Emission Factor (EMFAC) and CALINE4 model runs.

Air Quality Conformity Report

Prior to issuance of the Draft ED, FHWA approval will be required. Therefore, Consultant will also prepare a standalone Air Quality Conformity Report for the proposed Project. The report will focus on the conformity provisions of the Clean Air Act Amendments. The additional documentation includes the Conformity Analysis Checklist, which highlights criteria from the code of Federal Regulations (40 CFR 93.102 through 93.123). FHWA approval will be required for the stand alone Air Quality Conformity document.

Deliverables:

- Draft Air Quality Conformity Report (10 copies)
- Final Air Quality Conformity Report (10 copies)

3.4-3i Paleontological Identification Report/Paleontological Evaluation Report

Purpose: To identify paleontological resources and to evaluate the significance of those resources.

Methodology: A number of federal statutes specifically address paleontological resources, their treatment, and funding for mitigation as a part of federally authorized or funded Projects (e.g., Antiquities Act of 1906 [16 USC 431-433], Federal-Aid Highway Act

of 1935 [20 USC 78]). Under California law, paleontological resources are protected by CEQA, the California Code of Regulations, Title 14, Division 3, Chapter 1, Sections 4307 and 4309, and Public Resources Code Section 5097.5.

A paleontology literature study shall be undertaken, consistent with CEQA, and following the Caltrans SER, Environmental Handbook, Volume I, Chapter 8 to determine the presence/absence of paleontological resources.

This initial review is what is known as a Paleontological Investigation Report (PIR). If paleontological resources are identified, a second document known as a Paleontological Evaluation Report (PER) will be prepared to evaluate the significance of those resources. Often the PIR and PER are combined into a single document. If paleontological resources, or sediments that are conducive to the preservation of paleontological resources, are located within the APE, the PIR/PER will likely recommend the preparation of an additional document known as a Paleontological Mitigation Plan (PMP). The PMP, if needed, is not part of this scope and is usually prepared after the final Project design elements have been determined.

Deliverables:

- Draft Combined Paleontological Investigation Report / Paleontological Evaluation Report (10 copies)
- Final Combined Paleontological Investigation Report / Paleontological Evaluation Report (10 copies)

3.4-3j Historic Property Survey Report

Purpose: In accordance with Caltrans, FHWA, and the State Historic Preservation Officer (SHPO) requirements, a Historic Property Survey Report (HPSR), Archaeological Survey Report (ASR), and Historical Resources Evaluation Report (HRER), if necessary, will be prepared to support the ED. In addition, Native American consultation is to ensure that proper coordination takes place early in the environmental documentation process.

Methodology: The HPSR, ASR, and HRER shall be prepared in conformance with current requirements, as outlined in the Caltrans Environmental Handbook, Volume 2. Where applicable, these documents shall comply with requirements of Section 106 of the National Historic Preservation Act and its relationship to Section 4(f) of the Department of Transportation Act, and at the state level, the CEQA and the Public Resources Code. Coordination with the Caltrans Environmental Planning unit will be critical to the timely completion of this study.

The HPSR, ASR, and HRER shall adhere to the Section 106 Programmatic Agreement (PA) that governs Caltrans cultural resources actions on federally-assisted state and local Projects. All actions taken under the Section 106 PA must be conducted by or under the supervision of Caltrans Professionally Qualified Staff (PQS).

Research/Records Search - A cultural resources records search will be conducted at the South Central Coastal Information Center (SCCIC) located at California State University, Fullerton. The SCCIC is the state-designated repository for records concerning cultural resources in Orange County. The records search will provide information on known cultural resources and on previous cultural resources investigations within a one-mile radius of the area of potential effects (APE). Data sources that will be consulted at the SCCIC will include archaeological site and isolate records, historic maps, reports from previous studies, and the state's Historic Resource Inventory (HRI) for Orange County, which contains listings for National Register of Historic Places (National Register), California Register of Historical Resources (California Register), California Historical Landmarks (CHL), and California Points of Historical Interest (CPHI). Consultant will conduct historic context and bridge specific research. Consultant team will digitize the results of the records search to provide a data base of information for the cultural studies and mitigation efforts. Digitizing the records search prior to field work effectively reduces the amount of time spent during reconnaissance surveys since it provides the survey team with an annotated map of the area to be covered.

Field Survey - An architectural historian from Consultant will conduct reconnaissance and intensive field surveys of the APE. During the reconnaissance-level survey buildings that appear to be 45 years of age or older will be identified and those that appear to be exempt from further study pursuant to the Caltrans Section 106 Programmatic Agreement will be noted. During the intensive survey, an architectural historian will walk along the public ROW to identify historic buildings, if any. The architectural historian will photograph and make detailed notations about each of the buildings' structural and architectural characteristics, as well as current conditions and the setting and associated features.

Consultant will conduct a systematic archaeological field survey of portions of the APE that are not obscured by asphalt/concrete. The ground surface will be visually examined by an archaeologist for evidence of prehistoric (Native American) or historic (non-Native American) archaeological remains.

To meet state standards, any previously unrecorded resources identified during the surveys will be recorded on State of California Department of Parks and Recreation Series 523 (DPR) forms. Existing documentation for previously recorded resources will be updated on DPR forms following a field examination of the resource to assess its current condition.

Coordination with Caltrans, and Native Americans - As directed by Caltrans, the Consultants team will initiate Native American consultation for the Project. Consultant will contact the Native American Heritage Commission (NAHC), the State Commission concerned with Native American Issues. The NAHC will be asked to review the Sacred Lands File to determine whether any traditional cultural properties or other sacred/religious sites are in or near the APE. The NAHC will also provide a list of Native Americans who may have knowledge of cultural resources that could be impacted by the Project. Consultant shall contact these parties by certified letter to inform them of the Project and request their input. If no response is received, Consultant shall follow up with up to two telephone calls and/or emails to ensure that any concerns Native Americans may have about the Project are addressed. Consultation shall continue throughout the Section 106 compliance effort.

Deliverables:

- Historic Property Survey Report, Archaeological Survey Report, and Historical Resources Evaluation Report, if necessary, and supporting documents (10 copies of draft and 10 copies of final)
- Native American Coordination Documented in the Historic Property Survey Report and Archaeological Survey Report

3.4-3k Area of Potential Effects Map/Records Search

Purpose: To prepare an Area of Potential Effects (APE) map delineating direct and indirect cultural resources impacted areas.

Methodology: The APE map shall be done in accordance with Caltrans Environmental Handbook, Volume 2. The APE map shall be at an appropriate scale and approval shall be obtained from the Caltrans District Archaeologist and Project Manager. Archaeological and historic property surveys of the Project's APE will be completed as part of the HPSR, ASR, and HRER document preparation process.

Deliverables:

- Draft and Final Area of Potential Effects map (10 copies)
- Approved/Signed Area of Potential Effects map for inclusion and delineating the analyses in the Historic Property Survey Report, Archaeological Survey Report, and Historical Resources Evaluation Report

3.4-3I Initial Site Assessment

Purpose: To identify existing hazardous materials and waste sites, extent of contamination and remediation measures.

Methodology: Consultant will prepare a Phase I Initial Site Assessment (ISA) for the Project. The ISA will be prepared in accordance with the American Society for Testing and Materials (ASTM) Standard Practice E 1527-05 and the Caltrans SER.

The objectives of the ISA are to: (1) evaluate the potential for hazardous materials on the site based upon readily discernible and/or documented present and historic on-site uses and uses immediately adjacent to the site, and (2) generally characterize the expected nature of hazardous materials that may be present as a result of such uses, within the limits imposed by the scope of the ISA. Materials that may constitute a hazardous waste include, but are not limited to petroleum products, pesticides, organic compounds, heavy metals, or other compounds injurious to human health and the environment.

The ISA is not intended to provide specific qualitative or quantitative information as to the actual presence of hazardous materials at the site, but is to merely identify the potential presence based on available information and provide preliminary conclusions relative to site conditions. This scope specifically excludes laboratory testing, field sampling, environmental lien searches, and chain of title documents

The Phase I ISA will include the following components:

Consultant will perform a site visit, which will consist of a visual examination of the proposed Project site for visual evidence of potential environmental concerns, including existing or potential soil and groundwater contamination as evidenced by soil or pavement staining or discoloration; stressed vegetation; indications of waste dumping or burial; pits; ponds; or lagoons; containers of hazardous substances or petroleum products; electrical and hydraulic equipment that may contain PCBs, such as electrical transformers and hydraulic lifts; and underground and aboveground storage tanks. Consultant will examine the physical characteristics of the

property (i.e., apparent runoff directions, location of paved areas, etc.).

A preliminary visual examination of immediately adjacent property conditions and their general nature will be conducted.

An investigation of historical uses of the proposed Project site by examining locally available aerial photographs (including historical aerial photos), historical topographic maps, and other available documentation for evidence of potential environmental concerns associated with prior land uses.

Investigations will be conducted for each proposed Assessor's Parcel Number (APN) to be acquired as part of the proposed Project. This analysis will include an exhibit illustrating the proposed Project, the existing roadway right-of-way, the proposed roadway right-of-way, APNs, and the proposed acquisition areas (to be provided by the proposed Project Engineer). A table will also be provided that will summarize potential recognized environmental conditions (RECs) per each APN to be acquired. Consultant shall initially assume that both partial and full acquisition of properties would occur as part of the proposed Project and ultimately confirm that assumption during the course of the Project development.

Consultant will interview knowledgeable persons (i.e., current property owners, operators, occupants, adjacent residents, as well as applicable public agencies, if available) to identify operations conducted on the proposed Project site and neighboring properties, if any. Consultant will also identify the uses of all adjoining properties (i.e., those contiguous to the proposed Project site). If such operations are likely to affect the proposed Project site by contamination with hazardous substances or petroleum products, Consultant will describe the risks presented to the proposed Project site within the ISA.

A review of information available on general geology and topography of the proposed Project site and local groundwater conditions will be conducted.

Consultant will include a review of the commercial database summaries, provided by Environmental Data Resources, Inc. (EDR), regarding public agency records for the proposed Project site and surrounding area.

A review of available property data for the proposed Project site, if available, will be conducted.

Consultant will complete the ISA checklist, as required by Caltrans, for the proposed Project.

After ISA and ROW determinations are completed, Consultant shall perform a Phase II. The scope of work will be determined at that time.

Deliverables:

- Draft Initial Site Assessment (10 copies)
- Final Draft Initial Site Assessment (10 copies)
- Site Investigation, as required, prior to Environmental Document approval. (10 copies)

3.4-3m Jurisdictional Delineation Report

Purpose: To conduct a jurisdictional delineation in accordance with U.S. Army Corps of Engineers (ACOE) and California Department of Fish and Wildlife (CDFW) guidelines.

Methodology: To identify jurisdictional wetlands, a three parameter delineation will be conducted according to the Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Regional Supplement) and the 1987 Corps Wetland Delineation Manual, and to delineate the jurisdictional limit of non-wetland waters of the U.S. following the procedures set forth in 33 Code of Federal Regulations (CFR) 328.3(e). The wetlands delineation and jurisdictional determination will be conducted for all proposed alternatives. It is anticipated that a routine delineation (as defined by ACOE), tailored to the site characteristics, will be adequate. Further, the extent of any streambed and associated riparian areas subject to review by the CDFW under Section 1602 of the Fish and Game Code will be determined. The results of the draft jurisdictional delineation will require verification and approval by the ACOE and CDFW.

A technical report will be prepared presenting the results of the jurisdictional delineation. The report will be suitable for submittal to the involved agencies for purposes of permit application and for inclusion as a technical appendix. Accordingly, the report will identify and quantify jurisdictional areas and features, including a breakdown of wetlands and non-wetland waters of the U.S. An estimate of permanent and temporary impacts resulting from the discharge of fill material into jurisdictional area will not be included in this delineation report, but will be included in the NES.

No analysis of Waters of the State as defined by the State Water Resources Board will be conducted as these regulations have not been finalized.

Deliverables:

- Draft Jurisdictional Delineation (10 copies)
- Final Jurisdictional Delineation (10 copies)

3.4-3n Natural Environment Study

Purpose: To document and evaluate the natural habitat in the Project area, and determine whether the proposed Project would result in impacts on sensitive species/habitat, and waters of the United States to support the ED.

Methodology: A Natural Environment Study (NES) shall be prepared in accordance with the Caltrans Environmental Handbook, Volume 3. The NES shall be prepared using the Caltrans prescribed format, available on the Standard Environmental Reference website. If there are endangered species, then a Biological Assessment will be required. Consultant shall coordinate with the appropriate agencies to delineate the biological study area and determine the need for a Section 404 (individual or nationwide) permit and Section 1602 Agreement (Streambed Alteration Agreement). Consultant shall also coordinate with the U.S. Fish and Wildlife Service (USFWS) and CDFW to identify state and federally listed threatened and endangered species potentially in the area. The sensitive plant and animal species potentially occurring within a 1-mile radius of the Project freeway segment are identified but not limited to the ones listed in the Preliminary Environmental Analysis Report (PEAR). A Section 401 (pursuant to the Clean Water Act) permit may also be required for the Project.

Consultant shall identify applicable permits necessary for implementation of the construction phase of the Project. Coordination with USFWS, CDFW, United State Army Corps of Engineers (ACOE), RWQCB, and etc. will be necessary under the guidance of the Caltrans Environmental Planning unit.

Many cities and counties within California have tree preservation ordinances and local land use policies with which transportation agencies and their agents must comply. During the planning phases, there should be a thorough investigation to determine if such ordinances or regulations apply.

Deliverables:

- Natural Environment Study and supporting documentation including but not limited to: detailed literature review and database search, field review, vegetation/habitat assessment of the Project and documentation of coordination efforts with state and federal resources agencies and a Biological Assessment if required (10 copies of draft and 10 copies of final).

3.4-3o Relocation Impact Statement

Purpose: To prepare the Relocation Impact Statement (RIS) in accordance with 49 Code of Federal Regulations (CFR) 24, Caltrans' Environmental Handbook, Volume 4, and the Caltrans Right-of-Way Manual to support the ED.

Methodology: The RIS shall identify the potential displacement of adjacent commercial/businesses/residential properties, and include a discussion of the impacts to these businesses/properties as a result of the proposed Project. A table summarizing the impacts to each property shall be included in the analysis. In addition, minimization measures to displaced businesses and identification of alternate site(s) for potentially displaced business shall be identified. Coordination with the Caltrans Right-of-Way Division will be critical to the timely completion of this study.

Deliverables:

- Draft Relocation Impact Statement (10 copies)
- Final Relocation Impact Statement (10 copies)

3.4-4 Screencheck Draft IS/EA (accompanied by Draft Environmental Document Checklist)

Purpose: A screencheck Draft IS/EA shall be prepared in accordance with the Caltrans Environmental Handbook (latest Annotated Outline), FHWA Technical Advisory T6640.8A, and Council on Environmental Quality (CEQ) guidance. Concurrent with the aforementioned technical analyses, Consultant shall prepare the screencheck Draft IS/EA incorporating the environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the Project, proposed mitigation measures, an environmental commitment record (ECR) and a listing of environmental (and related) permits required for implementation of the Project.

Methodology: The screencheck Draft IS/EA shall fully utilize and update as appropriate the previous environmental analyses prepared to support the Project Report. This document shall be provided to Authority and Caltrans for the appropriate reviews (e.g., Caltrans District, Headquarters, and Legal reviews), accompanied by the completed Environmental Document Preparation and Review Tool. Once Authority, Caltrans, and FHWA provide comments on the document, Consultant shall revise the document appropriately. The revised screencheck Draft IS/EA will then be resubmitted to the Authority and Caltrans for approval. Consultant shall prepare a response-to-comments matrix demonstrating how and where the comments have been addressed in the screencheck Draft IS/EA. Coordination with the Caltrans Environmental Planning unit will be critical to the timely completion of this document. Once Authority and Caltrans District 12 are satisfied with the document, the next round of reviews

would commence, i.e. NEPA QC. Once all reviews have been completed, the District 12 Environmental Branch Chief will certify that the document is ready for public circulation. Studies for Land Use, Community Impact Analysis, and Growth Inducement and Cumulative Impacts Analysis will be prepared as sections of IS/EA, rather than standalone studies.

Deliverables:

- Screencheck Draft IS/EA with Environmental Document Preparation and Review Tool and External QC Certification Sheet for draft environmental documents for Authority and Caltrans to review/comment. (15 copies)
- Draft Technical Studies (5 copies)

3.4-5 Draft IS/EA (accompanied by Draft Environmental Document Checklist)

Purpose: To incorporate Authority and Caltrans review comments to the Screencheck.

Methodology: The revised screencheck Draft IS/EA along with the Environmental Document Preparation and Review Tool and External QC Certification Sheet for draft environmental documents and response-to-comments matrix shall be resubmitted to Authority and Caltrans for approval to publicly circulate. Following approval by Caltrans and FHWA, the approved Draft IS/EA will be distributed to agencies and the public for review and comment. The Consultants team shall be responsible for updating the distribution list.

Deliverables:

- Approved Draft IS/EA (15 copies)

3.4-6 Public Hearing and Public Outreach Support

Purpose: To receive agency and public comments on the Draft IS/EA.

Methodology: Consultant shall support the Public Outreach efforts and support the Authority Public Outreach Coordinator, who is the lead on providing a minimum of one public meeting during the Draft IS/EA public review period, following procedures as required by CEQA/NEPA and the Caltrans Environmental Handbook. Consultant shall be responsible for providing the public notice and supporting Authority in coordinating the public meeting, including handouts, materials, presentation boards, etc. In coordination and consultation with Authority and Caltrans, the Consultant's team shall also be responsible for ensuring that copies of the Draft IS/EA are available for review/comment at city halls and libraries along the Project corridor. Consultant shall be responsible for posting newspaper advertisements of the Project in accordance with CEQA/NEPA (e.g., Los Angeles Times Orange County Edition, Orange County Register,

Excelsior, La Opinión, and local community papers). The Consultant shall designate an individual (with concurrence by the Authority Project Manager) as the main point of contact with interested parties during CEQA/NEPA public review process. Consultant shall send any necessary agency letters/notifications. In addition, an email contact/general address for receipt of comments will be coordinated with the PDT. Consultant shall also document and gather public comments from the public meeting. Consultant will secure a court reporter for the meeting. Consultant shall coordinate with Caltrans for distributing the draft and final environmental document. Consultant shall assist with coordinating series of community meetings and be available for presentations at community meetings, as needed.

Deliverables:

- Draft IS/EA (25 copies)
- Final Technical Studies (10 copies)
- Agency letters/notifications
- Newspaper advertisements of the Project in accordance with CEQA/NEPA (e.g., Los Angeles Times Orange County Edition, Orange County Register, Excelsior, La Opinión, and local community papers)
- Presentations at community meetings
- Public Hearing including handouts, visual displays and other materials
- Documentation and gathering of public comments for the Project records (10 copies)
- Submittal of the Draft IS/EA and Notice of Completion (NOC) to the State Clearinghouse (in an electronic format subject to their guidance and 15 copies).

3.4-7 Prepare Response to Comments Matrix

Purpose: To document the responses to comments on the Draft IS/EA

Methodology: Consultant shall be responsible for maintaining documentation and providing the adequate response to internal and public comments on the Project and Draft IS/EA. A response-to-comments matrix outlining how and where the revisions to the documents have been made shall be included in the revised screencheck and anticipated Final MND/FONSI. The response-to-comments matrix shall be provided to Authority and Caltrans for review and concurrence prior to finalization of the screencheck and anticipated Final MND/FONSI.

Deliverables:

- Response to Comments Matrix (10 copies)

3.4-8 Screencheck MND/FONSI

Purpose: A screencheck anticipated Final MND/FONSI shall be prepared in accordance with the Caltrans SER, Caltrans Environmental Handbook, FHWA Technical Advisory T6640.8A, and CEQ regulations. The IS/EA shall be prepared using the latest Caltrans environmental document template. Concurrent with the aforementioned technical analyses, Consultant shall prepare the screencheck anticipated Final MND/FONSI incorporating the public comments, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the Project, proposed mitigation measures, and a listing of environmental (and related) permits required for implementation of the Project.

Methodology: The screencheck anticipated Final MND/FONSI shall be provided to Authority, Caltrans, and FHWA for the appropriate reviews (e.g., Caltrans District, Headquarters, and Legal reviews, and FHWA California Division and Legal reviews), accompanied by the completed Environmental Document Preparation and Review Tool and External QC Certification Sheet for final environmental documents. The revised anticipated Final MND/FONSI will then be resubmitted to Caltrans for approval. Caltrans will seek formal approval from FHWA for the responsibilities that have not been delegated under the NEPA Delegation, including FHWA's air quality conformity responsibilities (MOU 3.2.4) and government to government consultation with Indian tribes (MOU 3.2.3). Consultant shall prepare a response-to-comments matrix indicating how and where the public comments have been addressed in the screencheck anticipated Final MND/FONSI.

Deliverables:

- Screencheck anticipated Final MND/FONSI for the Project along with the External QC sheet and the Environmental Document Review Checklist (15 copies)

3.4-9 Final MND/FONSI

Purpose: To document the selection of the Preferred Alternative, timing and responsibility of mitigation measures identified in the MND/FONSI.

Methodology: Following review by the Authority and Caltrans, Consultant shall revise the screencheck anticipated Final MND/FONSI. Six copies of the revised anticipated Final MND/FONSI along with the final environmental documents and response-to-comments matrix shall be resubmitted to Authority and Caltrans for approval. Following approval by Caltrans and FHWA, the anticipated Final MND/FONSI shall be made available to the public upon request. Consultant will be responsible for updating the distribution list.

Deliverables:

- Approved anticipated Final MND/FONSI (10 copies)
- Final Technical Studies (5 copies)

3.4-10 Mitigation, Monitoring and Reporting Record (MMRR) / Environmental Commitment Record (ECR)

Purpose: To ensure environmental commitments are met by 1) recording each environmental mitigation, compensation and enhancement commitment made; 2) specifying how each commitment will be met; and 3) documenting the completion of each commitment.

Methodology: The Mitigation Monitoring and Reporting Record (MMRR) / Environmental Commitment Record (ECR) brings all relevant environmental compliance information together in a single place, making it easier to track the progress of environmental commitments in the next phases of project development and beyond construction. The MMRR / ECR will be initiated in the PA/ED phase but can be updated during any project delivery phase.

Deliverable:

- Mitigation Monitoring and Reporting Record / Environmental Commitment Record in Microsoft Excel format including all mitigation measures outlined in the Final Environmental Document.

SECTION 4

PROJECT SCHEDULE

The current project schedule for the preparation of the project report and documents will be as follows:

ACTIVITY	DATE
A. Begin Work	September 2013
B. Draft PR and ED	May 2015
C. Final ED	February 2016

EXHIBIT B:
PROPOSED AGREEMENT

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

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

Names

Functions

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

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

ARTICLE 4. TERM OF AGREEMENT

This Agreement shall commence upon the effective date of this Agreement, and shall continue in full force and effect for a term of thirty (30) months through _____, unless earlier terminated as provided hereunder.

ARTICLE 5. PAYMENT

A. For CONSULTANT's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provision set forth in Article 7, AUTHORITY shall pay CONSULTANT on a firm fixed price basis in accordance with the following provisions.

B. The following schedule shall establish the firm fixed payment to CONSULTANT by AUTHORITY for each work task set forth in the Scope of Work.

<u>Task</u>	<u>Description</u>	<u>Firm Fixed Price</u>
		.00
		.00
		<u>.00</u>
TOTAL FIRM FIXED PRICE PAYMENT		<u>.00</u>

C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Percentage of work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to

1 make full payment for any task listed in paragraph B of this Article until such time as CONSULTANT has
2 documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed all work required
3 under the task. AUTHORITY's payment in full for any task completed shall not constitute AUTHORITY's
4 final acceptance of CONSULTANT's work under such task; final acceptance shall occur only when
5 AUTHORITY's release of the retention described in paragraph D.

6 D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations
7 under this Agreement, AUTHORITY shall retain percent (%) of the amount of each invoice submitted for
8 payment by CONSULTANT. All retained funds shall be released by AUTHORITY and shall be paid to
9 CONSULTANT within sixty (60) calendar days of payment of final invoice, unless AUTHORITY elects to
10 audit CONSULTANT's records in accordance with Article 17 of this Agreement. If AUTHORITY elects to
11 audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of completion of
12 such audit in an amount reflecting any adjustment required by such audit. During the term of the
13 Agreement, at its sole discretion, AUTHORITY reserves the right to release all or a portion of the
14 retained amount based on CONSULTANT'S satisfactory completion of certain milestones.
15 CONSULTANT shall invoice AUTHORITY for the release of the retention in accordance with ARTICLE
16 5.

17 E. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in
18 duplicate to AUTHORITY's Accounts Payable office. Each invoice shall be accompanied by the monthly
19 progress report specified in paragraph C of this Article. AUTHORITY shall remit payment within thirty
20 (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following
21 information:

- 22 1. Agreement No. C-3-1433;
- 23 2. Specific task number for which payment is being requested;
- 24 3. The time period covered by the invoice;
- 25 4. Total monthly invoice (including project-to-date cumulative invoice amount); and
26 retention;

1 5. Monthly Progress Report;

2 6. Weekly certified payroll for personnel subject to prevailing wage requirements;

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

10 8. Any other information as agreed or otherwise requested by AUTHORITY to
11 substantiate the validity of an invoice.

12 **ARTICLE 6. PROMPT PAYMENT CLAUSE**

13 A. CONSULTANT agrees to pay each subcontractor for the satisfactory work performed
14 under this Agreement, no later than ten (10) calendar days from the receipt of each payment
15 CONSULTANT receives from AUTHORITY. CONSULTANT agrees further to return retainage
16 payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is
17 satisfactorily completed. AUTHORITY reserves the right to request the appropriate documentation from
18 CONSULTANT showing payment has been made to the subcontractors. Any delay or postponement of
19 payment from the above referenced time frames may occur only for good cause following written
20 approval by AUTHORITY.

21 A. Failure to comply with this provision or delay in payment without prior written approval
22 from AUTHORITY will constitute noncompliance, which may result in appropriate administrative
23 sanctions, including, but not limited to a penalty of two percent (2%) of the invoice amount due per
24 month for every month that payment is not made.

25 B. These prompt payment provisions must be incorporated in all subcontract agreements
26 issued by CONSULTANT under this Agreement.

ARTICLE 7. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for CONSULTANT's profit) shall be ___ Dollars (\$.00) which shall include all amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement. The fully burdened hourly billing rates were calculated using the named personnel's actual salary, as submitted in the initial price proposal, audited and approved by AUTHORITY, and the following overhead and profit rates:

Overhead rate:

Profit rate:

ARTICLE 8. NOTICES

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

To CONSULTANT:		To AUTHORITY:	
		Orange County Transportation Authority	
		550 South Main Street	
		P.O. Box 14184	
		Orange, CA 92863-1584	
ATTENTION:		ATTENTION:	Ms. Reem Hashem
			Principal Contract Administrator
		(714) 560 – 5446	
		Email: rhashem@octa.net	

ARTICLE 9. INDEPENDENT CONTRACTOR

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

ARTICLE 10. INSURANCE

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

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

2. Automobile Liability 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 and 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 AUTHORITY, its officers, directors, employees and agents designated as additional insured on the general and automobile liability. Such insurance shall be

1 primary and non-contributive to any insurance or self-insurance maintained by AUTHORITY.
2 Furthermore, AUTHORITY reserves the right to request certified copies of all related insurance policies.

3 C. CONSULTANT shall include on the face of the certificate of Insurance the Agreement
4 Number C-3-1433; and, the Contract Administrator's Name, Ms. Reem Hashem, Principal Contract
5 Administrator, Principal Contract Administrator.

6 D. CONSULTANT shall also include in each subcontract agreement the stipulation that
7 subcontractors shall maintain insurance coverage in the amounts required from CONSULTANT as
8 provided in this Agreement.

9 **ARTICLE 11. ORDER OF PRECEDENCE**

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

14 **ARTICLE 12. CHANGES**

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

23 **ARTICLE 13. DISPUTES**

24 A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact
25 arising under this Agreement which is not disposed of by supplemental agreement shall be decided by
26 AUTHORITY's Director, Contracts Administration and Materials Management (Camm), who shall reduce

1 the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The decision of
2 the Director, CAMM, shall be the final and conclusive administrative decision of the AUTHORITY.

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

10 C. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with
11 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
12 CAMM. This "Disputes" clause does not preclude consideration of questions of law in connection with
13 decisions provided for above. Nothing in this Agreement, however, shall be construed as making final
14 the decision of any AUTHORITY official or representative on a question of law, which questions shall be
15 settled in accordance with the laws of the state of California.

16 **ARTICLE 14. TERMINATION**

17 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or
18 part, by giving CONSULTANT written notice thereof. Upon termination, AUTHORITY shall pay
19 CONSULTANT its allowable costs incurred to date of that portion terminated. Said termination shall be
20 construed in accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal
21 Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination
22 for convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall
23 be given to CONSULTANT in accordance with the provisions of the FAR referenced above and
24 ARTICLE 8 herein. Upon receipt of said notification, CONSULTANT agrees to comply with all applicable
25 provisions of the FAR pertaining to termination for convenience.

26 B. AUTHORITY may terminate this Agreement for CONSULTANT's default if a federal or state

1 proceeding for the relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT
2 makes an assignment for the benefit of creditors, or for cause if CONSULTANT fails to perform in
3 accordance with the scope of work or breaches any term(s) or violates any provision(s) of this
4 Agreement and does not cure such breach or violation within ten (10) calendar days after written notice
5 thereof by AUTHORITY. CONSULTANT shall be liable for any and all reasonable costs incurred by
6 AUTHORITY as a result of such default or breach including, but not limited to, reprocurement costs of
7 the same or similar services defaulted by CONSULTANT under this Agreement. Such termination shall
8 comply with CFR Title 48, Chapter 1, Part 49, of the FAR.

9 **ARTICLE 15. INDEMNIFICATION**

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

16 **ARTICLE 16. ASSIGNMENTS AND SUBCONTRACTS**

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

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

employees or sureties for nonpayment by CONSULTANT.

<u>Subcontractor Name/Address</u>	<u>Subcontractor Amounts</u>
1.	.00
2.	.00
3.	.00

ARTICLE 17. AUDIT AND INSPECTION OF RECORDS

CONSULTANT shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the Comptroller General of the United States, the State, Federal Highway Administration (FHWA), or their duly authorized representative or other agents of AUTHORITY, such access to CONSULTANT's accounting books, records, payroll documents and facilities of the CONSULTANT which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all accounting books, records, work data, documents and activities related hereto. CONSULTANT shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and the Code of Federal Regulation, Title 48, Federal Acquisition Regulation System (FAR), Chapter 1, Part 31 and shall clearly identify and make such items readily accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in ARTICLE 16 of this Agreement. CONSULTANT shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 18. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT 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 19. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, CONSULTANT shall not discriminate

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

7 **ARTICLE 20. PROHIBITED INTERESTS**

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

11 B. No member of or delegate to the Congress of the United States shall have any interest,
12 direct or indirect, in this Agreements or to the benefits thereof.

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

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

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

1 professional publication, magazine, trade paper, newspaper, seminar or other medium without the
2 express written consent of AUTHORITY.

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

8 **ARTICLE 22. PATENT AND COPYRIGHT INFRINGEMENT**

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

21 B. CONSULTANT shall have sole control of the defense of any such claim or suit and all
22 negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY
23 under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to
24 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at
25 CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim,
26 CONSULTANT, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell

1 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
2 copyright indemnity thereto.

3 **ARTICLE 23. DESIGN WITHIN FUNDING LIMITATIONS**

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

14 B. CONSULTANT will promptly advise AUTHORITY if it finds that the project being designed
15 will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within
16 these limitations. Upon receipt of such information, AUTHORITY will review CONSULTANT's revised
17 estimate of construction cost. AUTHORITY may, if it determines that the estimated construction contract
18 price is so low that award of a construction contract not in excess of such estimate is improbable,
19 authorize a change in scope or materials as required to reduce the estimated construction cost to an
20 amount within the estimated construction contract price set forth by AUTHORITY, or AUTHORITY may
21 adjust such estimated construction contract price. When bids or proposals are not solicited or are
22 unreasonably delayed, AUTHORITY shall prepare an estimate of constructing the design submitted and
23 such estimate shall be used in lieu of bids or proposals to determine compliance within the funding
24 limitation.

25 **ARTICLE 24. REQUIREMENTS FOR REGISTRATION OF DESIGNERS**

26 All design and engineering work furnished by CONSULTANT shall be performed by or under

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

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

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

15 B. It is expressly understood that any title to preliminary technical data is not passed to
16 AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations,
17 software design documents, layouts and comprehensives prepared by CONSULTANT solely for the
18 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given
19 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
20 AUTHORITY if CONSULTANT causes AUTHORITY to exercise Article 12, and a price shall be
21 negotiated for all preliminary data.

22 **ARTICLE 26. GENERAL WAGE RATES**

23 A. CONSULTANT warrants that all mechanics, laborers, journeypersons, workpersons,
24 craftpersons or apprentices employed by CONSULTANT or subcontractor at any tier for any work
25 hereunder, shall be paid unconditionally and not less often than once a week and without any
26 subsequent deduction or rebate on any account (except such payroll deductions as are permitted or

1 required by federal, state or local law, regulation or ordinance), the full amounts due at the time of
2 payment, computed at a wage rate and per diem rate not less than the aggregate of the highest of the
3 two basic hourly rates and rates of payments, contributions or costs for any fringe benefits contained in
4 the current general prevailing wage rate(s) and per diem rate(s), established by the Director of the
5 Department of Industrial Relations of the state of California, (as set forth in the Labor Code of the state of
6 California, commencing at Section 1770 et. seq.), or as established by the Secretary of Labor (as set
7 forth in Davis-Bacon Act, 40 U.S.C. 267a, et. seq.), regardless of any contractual relationship which may
8 be alleged to exist between CONSULTANT or subcontractor and their respective mechanics, laborers,
9 journeypersons, workpersons, craftspersons or apprentices. Copies of the current General Prevailing
10 Wage Determinations and Per Diem Rates are on file at AUTHORITY's offices and will be made
11 available to CONSULTANT upon request. CONSULTANT shall post a copy thereof at each job site at
12 which work hereunder is performed.

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

19 **ARTICLE 27. CONTRACTOR PURCHASED EQUIPMENT**

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

26 /

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

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

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

14 **ARTICLE 28. CIVIL RIGHTS ASSURANCE**

15 During the performance of this Agreement, CONSULTANT, for itself, its assignees and
16 successors in interest agree as follows:

17 A. Compliance with Regulations: CONSULTANT shall comply with the Regulations relative to
18 nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter,
19 "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time,
20 (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part
21 of this Agreement.

22 B. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the
23 Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and
24 retention of subcontractors, including procurements of materials and leases of equipment.
25 CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by
26 Section 21.5 of the Regulations, including employment practices when the Agreement covers a

1 program set forth in Appendix B of the Regulations.

2 C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all
3 solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be
4 performed under a subcontract, including procurements of materials or leases of equipment, each
5 potential subcontractor or supplier shall be notified by CONSULTANT of CONSULTANT's obligations
6 under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or
7 national origin.

8 D. Information and Reports: CONSULTANT shall provide all information and reports required
9 by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records,
10 accounts, other sources of information, and its facilities as may be determined by AUTHORITY to be
11 pertinent to ascertain compliance with such Regulations, orders and instructions. Where any
12 information required of CONSULTANT is in the exclusive possession of another who fails or refuses to
13 furnish this information, CONSULTANT shall so certify to AUTHORITY as appropriate, and shall set
14 forth what efforts it has made to obtain the information.

15 E. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with
16 nondiscrimination provisions of this Agreement, AUTHORITY shall impose Agreement sanctions as it
17 may determine to be appropriate, including, but not limited to:

18 1. Withholding of payments to CONSULTANT under the Agreement until
19 CONSULTANT complies; and/or

20 2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

21 F. Title VI of the Civil Rights Act. In determining the types of property or services to acquire, no
22 person in the United States shall, on the grounds of race, color, or national origin, be excluded from
23 participation in, be denied the benefits of, or otherwise be subjected to discrimination under any
24 program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of
25 1964, as amended, 42 U.S.C. Sections 2000d *et seq.* and DOT regulations, "Nondiscrimination in
26 Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil

1 Rights Act of 1964," 49 CFR Part 21. In addition, the Federal Transit Administration (FTA) Circular
2 4702.1, "Title VI and Title VI-Dependent Guidelines for FTA Recipients," 05-13-07, provides FTA
3 guidance and instructions for implementing DOT's Title VI regulations.

4 G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101
5 *et seq.*, prohibits discrimination against qualified individuals with disabilities in all programs, activities,
6 and services of public entities, as well as imposes specific requirements on public and private providers
7 of transportation.

8 H. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (A)
9 through (H) in every subcontract, including procurements of materials and leases of equipment, unless
10 exempt by the Regulations, or directives issued pursuant thereto. CONSULTANT shall take such
11 action with respect to any subcontract or procurement as AUTHORITY may direct as a means of
12 enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event
13 a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier
14 as a result of such direction, the CONSULTANT may request AUTHORITY to enter into such litigation
15 to protect the interests of AUTHORITY, and, in addition, CONSULTANT may request the United States
16 to enter into such litigation to protect the interests of the United States.

17 **ARTICLE 29. DISADVANTAGED BUSINESS ENTERPRISE**

18 1. Subcontractors

19 A. Nothing contained in this Agreement or otherwise, shall create any contractual
20 relation between the Authority and any Consultants, and no subcontract shall relieve the Consultant
21 of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully
22 responsible to the Authority for the acts and omissions of its subcontractors and of persons either
23 directly or indirectly employed by any of them as it is for the acts and omissions of persons directly
24 employed by the Consultant. The Consultants obligation to pay its subcontractors is an independent
25 obligation from the Authority's obligation to make payments to the Consultant.

26 B. Any subcontract in excess of \$25,000, entered into as a result of this

1 Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to
2 subcontractors.

3 C. Consultant shall pay its subcontractors within ten (10) calendar days from
4 receipt of each payment made to the Consultant by the Authority.

5 D. Any substitution of subcontractors must be approved in writing by the
6 Authority's Contract Administrator in advance of assigning work to a substitute subcontractor.

7 2. Disadvantaged Business Enterprise (DBE) Participation

8 A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by
9 Disadvantaged Business Enterprises in Department of Transportation Financial Assistance
10 Programs." Bidders who obtain DBE participation on this contract will assist Caltrans in meeting its
11 federally mandated statewide overall DBE goal.

12 B. Consultants must give consideration to DBE firms as specified in
13 23 CFR 172.5(b), 49 CFR Part 26, and in Exhibit 10-1 "Notice to Bidders/Proposers Disadvantaged
14 Business Enterprise Information." A DBE is a firm meeting the definition of a DBE as specified in 49
15 CFR Part 26 and is one of the following groups:

- 16 1. Black American
- 17 2. Hispanic American
- 18 3. Native American
- 19 4. Asian-Pacific American
- 20 5. Subcontinent Asian American
- 21 6. Women

22 C. DBE and other small businesses, as defined in 49 CFR, Part 26 are
23 encouraged to participate in the performance of agreements financed in whole or in part with federal
24 funds. The Consultant, subrecipient or subcontractor shall not discriminate on the basis of race,
25 color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out
26 applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted

1 agreements. Failure by the Consultant to carry out these requirements is a material breach of this
2 Agreement, which may result in the termination of this Agreement or such other remedy as the
3 recipient deems appropriate.

4 D. Any subcontract entered into as a result of this Agreement shall contain all of
5 the provisions of this section.

6 3. Performance of DBE Contractors and other DBE Subcontractors/Suppliers

7 A. A DBE performs a commercially useful function when it is responsible for
8 execution of the work of the Agreement and is carrying out its responsibilities by actually performing,
9 managing, and supervising the work involved. To perform a commercially useful function, the DBE
10 must also be responsible with respect to materials and supplies used on the Agreement, for negotiating
11 price, determining quality and quantity, ordering the material, and installing (where applicable) and
12 paying for the material itself. To determine whether a DBE is performing a commercially useful function,
13 function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is
14 to be paid under the Agreement is commensurate with the work it is actually performing, and other
15 relevant factors.

16 B. A DBE does not perform a commercially useful function if its role is limited to that
17 of an extra participant in a transaction, Agreement, or project through which funds are passed in order
18 to obtain the appearance of DBE participation. In determining whether a DBE is such an extra
19 participant, examine similar transactions, particularly those in which DBEs do not participate.

20 C. If a DBE does not perform or exercise responsibility for at least thirty percent of
21 the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the
22 work of the Agreement than would be expected on the basis of normal industry practice for the type of
23 work involved, it will be presumed that it is not performing a commercially useful function.

24 4. Prompt Payment of Funds Withheld to Subcontractors

25 A. The Authority shall hold retainage from the prime consultant and shall make
26 prompt and regular incremental acceptances of portions, as determined by the agency, of the contract

1 work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or
2 subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after
3 receiving payment for work satisfactorily completed and accepted including incremental acceptances of
4 portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or
5 postponement of payment over 30-days may take place only for good cause and with the agency's prior
6 written approval. Any violation of this provision shall subject the violating prime consultant or
7 subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the
8 Business and Professions Code. These requirements shall not be construed to limit or impair any
9 contractual, administrative, or judicial remedies otherwise available to the prime consultant or
10 subcontractor in the event of a dispute involving late payment or nonpayment by the prime consultant,
11 deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both
12 DBE and non-DBE prime contractors and subcontractors.

13 B. Any subcontract entered into as a result of this Agreement shall contain all of the
14 provisions of this section.

15 C. The Consultant shall also incorporate in all subcontract agreements "a contract
16 clause providing that the Consultant will not be reimbursed for work performed by subconsultant unless
17 and until the Consultant ensures that the subconsultant are promptly paid for the work they have
18 satisfactorily performed".

19 D. Failure to comply with these prompt payment provisions or delay in issuing
20 payment without prior written approval from the Authority will constitute noncompliance, which will result
21 in the application of appropriate administrative sanctions, including, but not limited to, a penalty of 2% of
22 the amount due per month to the affected subconsultant for every month that payment is not made.

23 5. DBE Records

24 A. The Consultant shall maintain records of materials purchased and/or supplied
25 from all subcontracts entered into with certified DBEs. The records shall show the name and business
26 address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor,

regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

B. "Monthly Race-Conscious DBE Subcontractors Paid Report Summary and Payment Verification" (Form 103) (Exhibit H-6). If the Consultant is a DBE firm and/or has proposed to utilize DBE firms, the Consultant will be required to complete and submit a Form 103 to the Authority by the 10th of each month for the previous month until completion of the contract to facilitate reporting of DBE participation, following the first month of contract activity. The Consultant shall report the total dollar value paid to DBEs/UDBEs for the applicable reporting period. The Consultant shall also report the DBE/UDBE's scope of work and the total subcontract value of commitment for each DBE reported.

C. *Consultant is advised not to report the participation of DBE/DBEs toward the Consultant's DBE attainment until the amount being counted has been paid to the DBE.*

D. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form (Exhibit H-5) entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the Consultant or the Consultants' authorized representative and shall be furnished to the Authority with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to the Contract Manager.

1. Prior to the fifteenth of each month, the Consultant shall submit documentation to the Authority's Contract Administrator showing the amount paid to DBE trucking companies. The Consultant shall also obtain and submit documentation to the Authority's Contract Administrator showing the amount paid by DBE trucking companies to all firms, including owner-
/

1 operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Consultant may
2 count only the fee or commission the DBE receives as a result of the lease arrangement.

3 2. The Consultant shall also submit to the Authority's Contract Administrator
4 documentation showing the truck number, name of owner, California Highway Patrol CA number, and if
5 applicable, the DBE certification number of the truck owner for all trucks used during that month. This
6 documentation shall be submitted on the Caltrans' Monthly DBE Trucking Verification, CEM-2404(F)
7 form provided to the Contractor by the Authority's Contract Administrator.

8 6. DBE Certification and de-certification Status

9 A. If a DBE subcontractor is decertified during the life of the Agreement, the
10 decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a
11 subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify
12 the Contractor in writing with the date of certification. Any changes should be reported to the Agency's
13 Contract Manager within 30 days.

14 **B. Materials or supplies purchased from DBEs will count towards DBE credit,**
15 **under the following conditions:**

16 C. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the
17 cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm
18 that operates or maintains a factory or establishment that produces on the premises, the materials,
19 supplies, articles, or equipment required under the Agreement and of the general character described
20 by the specifications.

21 D. If the materials or supplies purchased from a DBE regular dealer, count 60% of
22 the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or
23 maintains a store, warehouse, or other establishment in which the materials, supplies, articles or
24 equipment of the general character described by the specifications and required under the Agreement,
25 are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To
26 be a regular dealer, the firm must be an established, regular business that engages, as its principal

1 business and under its own name, in the purchase and sale or lease of the products in question. A
2 person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone
3 or asphalt without owning, operating or maintaining a place of business provided in this section.

4 E. If the person both owns and operates distribution equipment for the products,
5 any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease
6 agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers'
7 representatives, or other persons who arrange or expedite transactions are not regular dealers within
8 the meaning of this section.

9 F. Materials or supplies purchased from a DBE, which is neither a manufacturer nor
10 a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in
11 the procurement of the materials and supplies, or fees or transportation charges for the delivery of
12 materials or supplies required on the job site, provided the fees are reasonable and not excessive as
13 compared with fees charged for similar services.

14 **ARTICLE 30. PRIVACY ACT**

15 CONSULTANT shall comply with, and assures the compliance of its employees with, the
16 information restrictions and other applicable requirements of the Privacy Act of 1974, 5
17 U.S.C. §552a. Among other things, CONSULTANT agrees to obtain the express consent of the
18 Federal Government before the CONSULTANT or its employees operate a system of records on
19 behalf of the Federal Government. CONSULTANT understands that the requirements of the Privacy
20 Act, including the civil and criminal penalties for violation of that Act, apply to those individuals
21 involved, and that failure to comply with the terms of the Privacy Act may result in termination of the
22 underlying Agreement.

23 **ARTICLE 31. CONFLICT OF INTEREST**

24 CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict of
25 interest means that due to other activities, relationships or contracts, the CONSULTANT is unable, or
26 potentially unable to render impartial assistance or advice to the Authority; CONSULTANT's objectivity

1 in performing the work identified in the Scope of Work is or might be otherwise impaired; or the
2 CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose to
3 the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONSULTANT.
4 CONSULTANT is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as
5 soon as they are known to the CONSULTANT. All disclosures must be submitted in writing to
6 AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for the entire term
7 of this Agreement.

8 **ARTICLE 32. INCORPORATION OF FEDERAL TERMS**

9 All contractual provisions required by United States Department of Transportation (USDOT),
10 including the Federal Highway Administration (FHWA) whether or not expressly set forth in this
11 document, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all
12 federally mandated terms shall be deemed to control in the event of a conflict with other provisions
13 contained in this Agreement. CONSULTANT shall not perform any act, fail to perform any act, or
14 refuse to comply with any requests, which would cause AUTHORITY to be in violation of the FHWA
15 terms and conditions.

16 **ARTICLE 33. FEDERAL CHANGES**

17 CONSULTANT shall at all times comply with all applicable USDOT regulations, policies,
18 procedures and directives, including without limitation those listed directly or by reference in the
19 agreement between the AUTHORITY and USDOT , as they may be amended or promulgated from
20 time to time during this Agreement. CONSULTANT's failure to comply shall constitute a material
21 breach of contract.

22 **ARTICLE 34. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

23 AUTHORITY and CONSULTANT acknowledge and agree that, notwithstanding any
24 concurrence by the Federal Government in or approval of the solicitation or award of the underlying
25 Agreement, absent the express written consent by the Federal Government, the Federal Government is
26 not a party to this Agreement and shall not be subject to any obligations or liabilities to the

1 AUTHORITY, CONSULTANT, or any other party (whether or not a party to this Agreement) pertaining
2 to any matter resulting from the underlying Agreement. CONSULTANT agrees to include these
3 requirements in all of its subcontracts.

4 **ARTICLE 35. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND**
5 **RELATED ACTS**

6 A. CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies
7 Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and USDOT regulations, "Program Fraud Civil
8 Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this
9 Agreement, CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has
10 made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FTA
11 assisted project for which this Agreement's work is being performed. CONSULTANT also
12 acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement,
13 submission, or certification, the Federal Government reserves the right to impose penalties of the
14 Program Fraud Civil Remedies Act of 1986 on the CONSULTANT to the extent the Federal
15 Government deems appropriate.

16 B. CONSULTANT also acknowledges that if it makes, or causes to be made, a false,
17 fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under
18 an agreement connected with a project that is financed in whole or part with Federal assistance
19 awarded by FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to
20 impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the CONSULTANT, to
21 the extent the Federal Government deems appropriate. CONSULTANT agrees to include this
22 requirement in all of its subcontracts.

23 **ARTICLE 36. RECYCLED PRODUCTS**

24 CONSULTANT shall comply with all the requirements of Section 6002 of the Resource
25 Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the
26 regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the

1 procurement of the items designated in subpart B of 40 CFR Part 247. CONSULTANT agrees to
2 include this requirement in all of its subcontracts.

3 **ARTICLE 37. ENERGY CONSERVATION REQUIREMENTS**

4 CONSULTANT shall comply with mandatory standards and policies relating to energy
5 efficiency, which are contained in the state energy conservation plan issued in compliance with the
6 Energy Policy Conservation Act.

7 **ARTICLE 38. CLEAN AIR**

8 CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant
9 to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONSULTANT shall report each violation
10 to AUTHORITY, who will in turn, report each violation as required to assure notification to USDOT and
11 the appropriate Environmental Protection Agency (EPA) Regional Office. CONSULTANT agrees to
12 include this requirement in all of its subcontracts.

13 **ARTICLE 39. CLEAN WATER REQUIREMENTS**

14 CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant
15 to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT shall
16 report each violation to AUTHORITY and understands and agrees that the AUTHORITY who will in
17 turn, report each violation as required to assure notification to USDOT and appropriate EPA Regional
18 Office. CONSULTANT agrees to include this requirement in all of its subcontracts.

19 **ARTICLE 40. COVENANT AGAINST CONTINGENT FEES**

20 CONSULTANT warrants that he/she has not employed or retained any company or person,
21 other than a bona fide employee working for the consultant; to solicit or secure this Agreement; and that
22 he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee,
23 commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting
24 from the award, or formation of this Agreement. For breach or violation of this warranty, the
25 AUTHORITY shall have the right to annul this Agreement without liability, or at its discretion; to deduct
26 from the Agreement price or consideration, or otherwise recover the full amount of such fee,

commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 41. DEBARMENT AND SUSPENSION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY PARTICIPANT AND LOWER-TIER PARTICIPANTS

I. The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily exclusion, or determination of ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the AUTHORITY.

J. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

ARTICLE 42. LOBBYING

CONSULTANTS who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying". Each tier certifies to the above that it will not or has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on /

1 its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31
2 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

3 **ARTICLE 43. DISADVANTAGED BUSINESS ENTERPRISE GOAL**

4 A. CONSULTANT hereby agrees to attain DBE participation in the amount of 14% of the
5 total contract amount. CONSULTANT shall enter into agreements for the services identified in Exhibit
6 H-1 entitled "Local Agency Consultant DBE Commitment."

7 B. CONSULTANT is required to comply with this goal for the duration of this contract.
8 CONSULTANT's failure to comply with the DBE participation provisions may result in:

9 1. Withholding of payment until such compliance is achieved or a waiver of the provisions
10 is provided by AUTHORITY;

11 2. The contract may be canceled, terminated or suspended in whole or in part.

12 C. Any substitution of subcontractors must be approved in writing by the AUTHORITY's
13 Contract Administrator in advance of assigning work to a substitute subcontractor.

14 D. To ensure that all obligations under this contract are met, AUTHORITY will conduct
15 periodic reviews of the CONSULTANT's small DBE efforts during contract performance. The

16 CONSULTANT shall bring to the attention of AUTHORITY's Contract Administrator any situation in
17 which regularly scheduled payments are not made to DBE contractors, subcontractors or suppliers.

18 E. At the conclusion of the contract, CONSULTANT will be required to report its utilization,
19 scope of work and dollar amount of the subcontracts. The report shall include identification of the
20 subcontractors and whether the subcontractors are eligible DBE.

21 F. CONSULTANT, subconsultants and suppliers shall permit access to their books,
22 records, and accounts by the Contract Administrator, or a designated representative, for the purpose of
23 investigation to ascertain compliance with these specified requirements. Such records shall be
24 maintained in a fashion which is readily accessible to AUTHORITY, as described in ARTICLE 17, for a
25 minimum of four (4) years from the date of final payment by AUTHORITY.

26 /

ARTICLE 44. 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 45. CONFLICT OF INTEREST

CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the CONSULTANT is unable, or potentially unable to render impartial assistance or advice to the Authority; CONSULTANT's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONSULTANT. All 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 46. CODE OF CONDUCT

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

ARTICLE 47. HEALTH AND SAFETY REQUIREMENTS

CONSULTANT shall comply with all the requirements set forth in the Level 1 SAFETY SPECIFICATIONS. As used therein, "Contractor" shall mean "Consultant," and "Subcontractor" shall mean "Sub-consultant."

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-3-1433 to be executed on the date first above written.

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Darrell Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By: _____

Kennard R. Smart, Jr.
General Counsel

APPROVED:

By: _____

Jim Beil, PE
Executive Director, Capital Programs

Date _____

EXHIBIT C:

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 OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

Greg Winterbottom, Chairman

Shawn Nelson, Vice Chairman

Patricia Bates, Director

Lori Donchak, Director

Gail Eastman, Director

Matthew Harper, Director

Michael Hennessey, Director

Steve Jones, Director

Jeff Lalloway, Director

Gary Miller, Director

John Moorlach, Director

Al Murray, Director

Janet Nguyen, Director

Miguel Pulido, Director

Tim Shaw, Director

Todd Spitzer, Director

Frank Ury, 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 OCTA 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 OCTA 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 OCTA 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 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:
 - (2) Communicates directly, either in person or in writing, with a board member or alternate of the OCTA or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;
 - (3) Communicates with an employee of the OCTA or any of its affiliated agencies for the purpose of influencing a member's vote on the proposal; or
 - (4) Testifies or makes an oral statement before the Board of Directors of the OCTA 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

Greg Winterbottom, Chairman

Shawn Nelson, Vice Chairman

Patricia Bates, Director

Lori Donchak, Director

Gail Eastman, Director

Matthew Harper, Director

Michael Hennessey, Director

Steve Jones, Director

Jeff Lalloway, Director

Gary Miller, Director

John Moorlach, Director

Al Murray, Director

Janet Nguyen, Director

Miguel Pulido, Director

Tim Shaw, Director

Todd Spitzer, Director

Frank Ury, 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:	
3) Reason for termination	

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

Date

Title

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS AND INSTRUCTIONS

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR), and is one of the following groups:
 1. Black American
 2. Hispanic American
 3. Native American
 4. Asian-Pacific American
 5. Subcontinent Asian American
 6. Women
- The term “bidder” also means “proposer” or “offeror.”
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Offeror should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The Offeror shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Offerors are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

“Exhibit H-1 Local Agency Consultant DBE (Consultant Contract) Commitment”

A “Local Agency Consultant DBE (Consultant Contract) Commitment” form shall be included with the Request for Proposal. The purpose of the form is to track the proposers progress towards meeting the Contract Goal. This form collects information on all DBEs towards meeting the contract goal. Even if no DBE participation will be reported, the Offeror must execute and return the form.

“Exhibit H-2 Local Agency Consultant DBE (Consultant Contract) Information”

A “Local Agency Consultant DBE (Consultant Contract) Information” form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. This form collects information on all DBEs. Even if no DBE participation will be reported, the successful Offeror must execute and return the form.

“Exhibit H-3 Bidders List”

The U.S. Department of Transportation (DOT) requires the Authority to create and maintain a “Bidders List” containing information about all firms (DBE and non-DBE) that bid, propose or quote on the Authority’s DOT-assisted contracts, in accordance with 49 CFR Part 26.11, for use in the Authority’s overall annual DBE goal-setting process. Therefore, the Offeror shall provide the requested information for every firm who submitted a bid, proposal or quote, including the primary Offeror, whether successful or unsuccessful in their attempt to obtain a contract:

- a. Firm name;
- b. Firm address;
- c. Firm’s status as a DBE or non-DBE;
- d. Age of the firm;
- e. Type of services provided by the firm; and
- f. Range of annual gross receipts for the last year.

The “Bidders List” information must be submitted on ***Exhibit H-3*** and should be included with the proposal submittal; however, in the event that the referenced Exhibit is not included, the Exhibit shall be submitted to the Authority no later than 48 hours following proposal submission due date and timeline for the Offeror to be deemed responsive.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the Offeror’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s (California Department of Transportation) DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:

1. The bidder is a DBE and will meet the goal by performing work with its own forces.
 2. The bidder will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
 3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. An Offeror who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Bidder/Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
- Click on the link in the left menu titled Find a Certified Firm
 - Click on Query Form link, located in the first sentence
 - Click on Certified DBE's (UCP) located on the first line in the center of the page
 - Click on Click To Access DBE Query Form
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen

- “Start Search,” “Requery,” “Civil Rights Home,” and “Caltrans Home” links are located at the bottom of the query form

C. How to Obtain a List of Certified DBEs without Internet Access

DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT AND PURCHASES WILL COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies are purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers’ own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers’ representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

- 7. For DBE trucking companies: credit for DBEs will count towards DBE credit, under the following conditions:**
- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
 - B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
 - C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
 - D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement
 - E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
 - F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE COMMITMENT

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc)..
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

LOCAL AGENCY CONSULTANT DBE INFORMATION

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subcontractors: \$ _____			
8. Total Number of <u>all</u> Subcontractors: _____			
Award DBE Information			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section		13. Total Dollars Claimed	\$ _____
20. Local Agency Contract Number: _____		14. Total % Claimed	_____ %
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____			
24. Local Agency Representative Signature _____	25. Date _____		
26. Local Agency Representative Title _____	27. (Area Code) Tel. No. _____		
15. Preparer's Signature _____			
		16. Preparer's Name (Print) _____	
		17. Preparer's Title _____	
Caltrans to Complete this Section			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print) _____	29. DLAE Signature _____	18. Date _____ 19. (Area Code) Tel. No. _____	
30. Date _____			

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy – Include in award package sent to Caltrans DLAE (3) Original – Local agency files

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE INFORMATION

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subcontractors** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subcontractors** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subcontractors on the Exhibit 10-O1 form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for columns 12 and 13.
14. **Total % Claimed** – Enter the total participation claimed for columns 12 and 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.

-
- 26. Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
- 27. (Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

- 28. DLAE Name (Print)** – Clearly enter the name of the DLAE.
- 29. DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
- 30. Date** - Enter the date that the DLAE signs this section the form.



BIDDERS LIST
[EXHIBIT H-3]

Bidder/Offeror: _____ **IFB/RFP No.:** _____

The Department of Transportation requires the AUTHORITY to create and maintain a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Bidder/Offeror is to complete all requested information on **Exhibit H-3: "Bidders List"** for themselves and all subcontractors, and submit this information at the time of bid submission. However, if not elected to do so at the time of bid submission, Bidders/Offerors must submit such information at the request of the Authority within the prescribed timeline set forth in the solicitation. The AUTHORITY will utilize this information to assist in the AUTHORITY's overall annual DBE goal-setting process. **The "Bidders List" content will not be considered in evaluating the bid/proposal or determining award of any contract.**

Prime Bidder's/Offeror's Information:	
Name of Prime's Firm:	Phone: ()
Firm Address:	Fax: ()
	E-mail:
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ Yes ☐ No	Check the box below for your firm's annual gross receipts last year:
DBE Certification Eligibility (place an "X"):	☐ Less than \$1 million
	☐ Less than \$5 million
	☐ Less than \$10 million
	☐ Less than \$15 million
	☐ More than \$15 million
☐ African American ☐ Asian Pacific American	
☐ Native American ☐ Woman	
☐ Hispanic American ☐ Subcontinent Asian American	
☐ Other	

Provide the following information for every subcontractor (DBE and non-DBE) included in this bid, proposal or quote.	
Name of Sub's Firm:	Phone: ()
Firm Address:	Fax: ()
	E-mail:
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ Yes ☐ No	Check the box below for your firm's annual gross receipts last year:
DBE Certification Eligibility (place an "X"):	☐ Less than \$1 million
	☐ Less than \$5 million
	☐ Less than \$10 million
	☐ Less than \$15 million
	☐ More than \$15 million
☐ African American ☐ Asian Pacific American ☐ Native American ☐ Woman ☐ Hispanic American ☐ Subcontinent Asian American ☐ Other	

Provide the following information for every subcontractor (DBE and non-DBE) included in this bid, proposal or quote.	
Name of Sub's Firm:	Phone: ()
Firm Address:	Fax: ()
	E-mail:
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ Yes ☐ No	Check the box below for your firm's annual gross receipts last year:
DBE Certification Eligibility (place an "X"):	☐ Less than \$1 million
	☐ Less than \$5 million
	☐ Less than \$10 million
	☐ Less than \$15 million
	☐ More than \$15 million
☐ African American ☐ Asian Pacific American ☐ Native American ☐ Woman ☐ Hispanic American ☐ Subcontinent Asian American ☐ Other	

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Provide the following information for every subcontractor (DBE and non-DBE) included in this bid, proposal or quote.

Name of Sub's Firm:	Phone: ()
Firm Address:	Fax: ()
	E-mail:
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ Yes ☐ No	Check the box below for your firm's annual gross receipts last year:
DBE Certification Eligibility (place an "X"):	☐ Less than \$1 million
☐ African American ☐ Asian Pacific American	☐ Less than \$5 million
☐ Native American ☐ Woman	☐ Less than \$10 million
☐ Hispanic American ☐ Subcontinent Asian American	☐ Less than \$15 million
☐ Other	☐ More than \$15 million

If necessary, this "Bidders List" form can be duplicated to include all firms (DBE and non-DBE) that have submitted a bid, proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract.

Failure of the Bidder/Offeror to submit the required "Bidders List" form will deem the Bidder/Offeror non-responsive.

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The Orange County Transportation Authority established a Disadvantaged Business Enterprise (DBE) goal of 15% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Performs (Y/N)	Normally Item	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
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- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

**STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
(DBE), FIRST-TIER SUBCONTRACTORS**

CEM-2402F (REV 02/2008)

ADA Notice
For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY		CONTRACT COMPLETION DATE	
PRIME CONTRACTOR				BUSINESS ADDRESS				ESTIMATED CONTRACT AMOUNT \$	
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS			DATE OF FINAL PAYMENT		
				NON-DBE	DBE	DATE WORK COMPLETE			
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
ORIGINAL COMMITMENT \$			TOTAL	\$	\$				
DBE									
List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.									
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT									
CONTRACTOR REPRESENTATIVE'S SIGNATURE					BUSINESS PHONE NUMBER		DATE		
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT									
RESIDENT ENGINEER'S SIGNATURE					BUSINESS PHONE NUMBER		DATE		

Copy Distribution-Caltrans contracts:	Original - District Construction	Copy - Business Enterprise Program	Copy - Contractor	Copy Resident Engineer
Copy Distribution-Local Agency contracts:	Original - District Local Assistance Engineer (submitted with the Report of Expenditure)	Copy - District Local Assistance Engineer	Copy - Local Agency file	

**FINAL REPORT
UTILIZATION OF DISADVANTAGED BUSINESS
ENTERPRISES (DBE), FIRST-TIER
SUBCONTRACTORS**

CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program	Column to be used
If program status shows DBE only with no other programs	DBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

	MONTHLY RACE-CONSCIOUS DBE SUBCONTRACTORS PAID REPORT SUMMARY AND PAYMENT VERIFICATION (Form 103)
Reporting Period (month): _____, 20 ____	

Contract/Project Number: _____	Report Number: _____	Report prepared by: _____
Project Name: _____	Original Contract Award Amount: _____	Title: _____
Contract Award Date: _____	Current Contract Value: _____	Report reviewed by: _____
Prime Name: _____	% of Project Complete: _____	Signature: _____
Address: _____	OCTA Payment This Month: _____	Title: _____
Telephone Number: () _____	Total \$ Paid to Prime to date: _____	Date of Last Progress Payment rec'd from OCTA: _____
Contract DBE Goal: ____% (% of total Contract)	Total \$ Paid to DBEs this Reporting Period: _____	
Prime's DBE Commitment: ____%	Total \$ Paid to DBEs to date: _____	DBE Goal Attainment to date: ____%

DBE SUBCONTRACTORS	Dollar Amount Paid This Month	Dollar Amount Paid to Date	Type of Work Performed (Scope)	Original Dollar Amount Committed to DBE at Contract Award	\$ +/- resulting from Change Order Activity	% of Work Completed	FOR AUTHORITY] USE ONLY
Name: _____ Address: _____ City, State, Zip Code: _____ Telephone Number: () _____ Subcontractor [↑] Broker [↑] _____ Supplier: Regular Dealer [↑] or Manufacturer [↑] _____ Attach verification of payment							
Name: _____ Address: _____ City, State, Zip Code: _____ Telephone Number: () _____ Subcontractor [↑] Broker [↑] _____ Supplier: Regular Dealer [↑] or Manufacturer [↑] _____ Attach verification of payment							
Name: _____ Address: _____ City, State, Zip Code: _____ Telephone Number: () _____ Subcontractor [↑] Broker [↑] _____ Supplier: Regular Dealer [↑] or Manufacturer [↑] _____ Attach verification of payment							

Comments/Issues and/or documented Good Faith Efforts performed during this reporting period:

If necessary, this form can be duplicated to list all DBE subcontractors paid in this reporting period.

CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the _____, and duly authorized representative of the firm of _____, whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

(Signature)



**ORANGE COUNTY TRANSPORTATION AUTHORITY
REQUEST FOR DBE SUBCONTRACTOR/SUPPLIER SUBSTITUTION**

Substitution of subcontractors shall be in accordance with the Contract Specifications. If a listed or approved DBE Subcontractor is unable to perform the work in accordance with the Contract Specifications, the Prime Contractor shall replace the Subcontractor with another DBE Subcontractor, or make good faith efforts to do so in accordance with the Contract Specifications. Such request for substitution is subject to approval by the Authority.

Project No.:	Project Name:
Prime Contractor:	
Business Address:	
Please Provide the Following Information for the Listed or Approved DBE Subcontractor:	
Subcontractor Name:	DBE Certification No:
Address:	
Contact Person:	Phone:
Email Address:	
Description of work:	
Original Contract Value:	Current Contract Value:
Reason for Substitution:	
Prime Contractor to select either Option A or B to meet substitution requirements:	
p A. Please provide the following information if Contractor elects to substitute a DBE subcontractor with another DBE subcontractor.	
Subcontractor Name:	DBE Certification No:

Address:	
Contact Person:	Phone:
Description of work:	
Bid Item Number(s):	Proposed Subcontractor Bid Amount:

☐ **B.** Please provide Good Faith Efforts undertaken to replace the originally proposed DBE subcontractor with another DBE subcontractor by attaching supporting documentation.

I certify under penalty of perjury that the above information is complete and correct.

Contract Representative Signature	Title
Business Phone Number	Date

CONCURRENCE BY ORIGINALLY PROPOSED DBE FIRM:	
Signature	Title
Print Name	Date

AUTHORITY APPROVAL:	
Date Request Received: _____	
Date Letter Sent to Original DBE Subcontractor: _____	
Authority's Approval of Request for Substitution? ☐ Yes ☐ No	
If no, please state reason:	

Reviewed by: _____ Date: _____	

LEVEL 1 SAFETY SPECIFICATIONS

Consultant Services to Prepare Project Report/Environmental Documents for the Interstate 405 between Interstate 5 and State Route 55

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

G. INJURY AND ILLNESS PREVENTION PLAN

The Contractor shall submit to the Authority, a copy of their company Injury and Illness Prevention Plan (IIPP) in accordance with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP

shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors.

H. Policy or Certification of Compliance of Company's Substance Abuse Prevention Policy.

1.2 HAZARD COMMUNICATION

A. Consultant shall comply with CCR Title 8, Section 5194, Hazard Communication Standard. Prior to use on Authority property and/or project work areas Consultant shall provide the Authority Project Manager copies of MSDS for all chemical products used if any.

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.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

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

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

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

C. A final written incident investigative report shall be submitted within seven (7) calendar days, and include the following information. The current status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

1.4 PERSONAL PROTECTIVE EQUIPMENT

A. The Consultant, its sub-tier Consultants, suppliers, and employees are required to comply with the Authority's personal protective equipment (PPE)

policy while performing work at any Authority facility, i.e. eye protection policy, hearing protection policy, head protection, safety vests, Work Shoe Policy.

- B. The Consultant, its sub-tier Consultants, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.5 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. OCTA Construction Management Procedures Manual
- E. OCTA Yard Safety Rules
- F. OCTA Emergency Response Guide
- G. OCTA Weekly Safety Briefings

END OF SECTION