

REQUEST FOR PROPOSALS (RFP) 9-0267

**METROLINK STATION PARKING
MANAGEMENT STUDY**



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

Key RFP Dates

Issue Date:	April 17, 2009
Pre-Proposal Conference Date:	April 30, 2009
Question Submittal Date:	May 5, 2009
Proposal Submittal Date:	May 18, 2009
Interview Date:	June 10, 2009

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April 17, 2009

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS
RFP 9-0267: "METROLINK STATION PARKING
MANAGEMENT STUDY"**

Gentlemen/Ladies:

The Orange County Transportation Authority invites proposals from qualified consultants for the Metrolink Stations Parking Management Study for Orange County Metrolink Stations. Consultants shall research, review and recommend a range of options for best strategies to optimize and effectively manage limited parking supply at eleven Metrolink stations.

Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on May 18, 2009.

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: Meena Katakia, Principal Contract Administrator**

Or 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: Meena Katakia, 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) 9-0267 may do so by faxing their request to (714) 560-5792, or e-mail your request to rfp_ifb_Requests@octa.net or calling (714) 560-5922. Please include the following information:

- Name of Firm
- Address
- Contact Person
- Telephone and Facsimile Number
- Request For Proposal (RFP) 9-0267

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

To receive all further information regarding this RFP 9-0267, firms must be registered on CAMMNet with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Commodities for this solicitation are:

Category(s):

Professional Consulting

Commodity(s):

Consultant Services – General

Consultant service- Transit Planning

Consultant Services –Transportation
Planning

Feasibility Studies- (Consulting)

Traffic Planning Consulting

A pre-proposal conference will be held on April 30, 2009, at 9:00 a.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 109. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established June 10, 2009, as the date to conduct interviews. All prospective Offeror's will be asked to keep this date available.

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

The Offeror will be required to comply with all applicable equal opportunity laws and regulations.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Meena Katakia', written over the word 'Sincerely,'.

Meena Katakia
Principal Contract Administrator
Contracts Administration and Materials Management

SECTION I

INSTRUCTIONS TO OFFERORS

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

A pre-proposal conference will be held on April 30, 2009, at 9:00 a.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 109. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals.

D. AUTHORITY CONTACT

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

Meena Katakia, Principal Contract Administrator
Contracts Administration and Materials Management Department
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560-5694, Fax: 714.560.5792

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 CAMMNet 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 May 5, 2009.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Courier: Contracts Administration and Materials Management Department, 600 South Main Street, 4th Floor, Orange, California 92868.
 - (3) Facsimile: The Authority's fax number is (714) 560-5792.
 - (4) E-Mail: Meena Katakia, Principal Contract Administrator e-mail address is *mkatakia@octa.net*.

3. Authority Responses

Responses from the Authority will be posted on CAMMNet, the Authority's interactive website, no later than May 8, 2009. Offerors may download responses from CAMMNet at www.octa.net/cammnet, or request responses be sent via U.S. Mail by e-mailing or faxing the request to Meena Katakia, Principal Contract Administrator.

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

Commodities for this solicitation are:

<u>Category(s):</u>	<u>Commodity(s):</u>
Professional Consulting	Consultant Services – General Consultant Service- Transit Planning Consultant Services – Transportation Planning Feasibility Studies- (Consulting) Traffic Planning Consulting

Inquiries received after 5:00 p.m. on May 5, 2009, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on May 18, 2009.

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

"RFP 9-0267: METROLINK STATION PARKING MANAGEMENT STUDY"

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by Authority are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes.

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

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

L. 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.

SECTION II

PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12 point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, excluding any appendices.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Meena Katakia, 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. Include name, title, address, and telephone number of the contract person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, whether the firm is a Disadvantaged Business Enterprise (DBE), contact persons name and address, phone number and fax number. Relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

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

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

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

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a schedule for completing the tasks in terms of elapsed weeks from the project commencement date.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.

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

d. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the Authority's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements as set forth in Exhibit C "Proposed Agreement".

4. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services for each work task described in Exhibit A, Scope of Work.

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. As noted earlier in these instructions, firm-fixed-price (FFP), is the preferred method of pricing.

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

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 Exhibit D of 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 contractor and subcontractors must complete the form entitled "Party Disclosure Form". Lobbyists or agents representing the prime contractor in this procurement must complete the form entitled "Participant Disclosure Form". Reporting of campaign contributions is a requirement from the proposed submittal date up and until the Authority's Board of Directors take action, which is anticipated to be July 13, 2009

Status of Past and Present Contracts Form

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

SECTION III
EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

- 1. Qualifications of the Firm 25%**

Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 25%**

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 30%**

Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of labor distribution among the tasks; ability to meet the project deadline; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price 20%**

Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of figures quoted; reasonableness of individual task budgets; basis on which prices are quoted (FFP, CPFF, T & E).

B. EVALUATION PROCEDURE

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 will interview some or all of the proposing firms. The Authority will establish a specific date to conduct interviews. All prospective Offerors will be asked to keep this date available. No

other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

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

C. AWARD

The Authority will evaluate the proposals received and will submit, with approval of the Transit Committee, the proposal considered to be the most competitive to the Authority's Board of Directors, for consideration and selection. The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified by electronic mail regarding the firm who was awarded the contract. Such notification shall be made within three (3) days of the date the contract is awarded.

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

EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK

Parking Management Study for Orange County Metrolink Stations

OBJECTIVE

The objective of the parking management study is to identify and evaluate ways to optimize the existing parking capacity at the eleven (11) Orange County Metrolink stations.

Strategies examined in the study will constitute a broad range of options, from no parking fees charged to parking fees charged to shared parking arrangements to valet services and more. The parking strategies could be applied uniformly across all eleven (11) stations, or uniquely to each individual station. One strategy or a combination of strategies could be applied at each station. The strategies should be analyzed in depth to ensure a thorough understanding of the benefits, as well as the impacts, of each strategy, as opposed to just a listing and definition of an option.

The analysis will focus on the pros and cons of various parking strategies: what the advantages are, as well as disadvantages, such as impacts to ridership, surrounding developments or adjacent stations, and operations and maintenance.

INTRODUCTION

In anticipation of implementation of the Metrolink Service Expansion Program (MSEP), the Orange County Transportation Authority (OCTA) is seeking consultant services to conduct a Parking Management Study for the existing eleven (11) Orange County Metrolink stations. Parking demand is expected to more than double by 2030 at the Metrolink stations as a result of the implementation of the MSEP. While plans are in place to expand parking to accommodate this forecasted demand, individual station parking expansion projects are being implemented on schedules independent from the MSEP.

As a result, OCTA seeks to identify strategies to best address and manage this increase in parking demand. The selected consultant will assist OCTA in researching, reviewing, and recommending a range of options for best parking management strategies, considering the need to provide reliability in the parking supply to meet not only the peak-hour commuter demand but also the mid-day non-commuter demand from new passengers of the high frequency MSEP service.

BACKGROUND OF ORANGE COUNTY METROLINK SERVICE

The existing Metrolink service is primarily a peak-hour, commuter service. The Metrolink Orange County (OC) Line service began in 1994, followed by the Inland Empire – Orange County (IEOC) Line in 1995 and the 91 Line in 2002. The three Metrolink lines serving Orange County provide a total of 44 daily weekday trains to eleven (11) Orange County stations. The newest Metrolink station, located in the City of Buena Park, opened with full Metrolink and OCTA fixed-route service in May 2007.

The OC and IEOC lines weekend service are in their third year of operation. The OC Line provides four round trips on Saturday and Sunday year-round. The year-round IEOC Line weekend service operates three round trips on Saturday and two round trips on Sunday.

Thirteen StationLink bus routes continue to serve seven Orange County Metrolink stations and are operating Monday through Friday during peak rush hours or providing Metrolink passengers connecting bus service to major employment centers. Additionally, one StationLink route operates on Saturday from the Irvine Station to Irvine Spectrum. Currently, an additional 32 fixed-route buses also serve the Metrolink stations.

METROLINK SERVICE EXPANSION PROGRAM (MSEP)

The new service, the MSEP, will dramatically change the nature of train travel in Orange County. The current, primarily commuter-oriented, longer-distance travel will be enhanced and expanded to include local, shorter-distance, non-commuter travel. The MSEP, authorized on November 14, 2005, by the OCTA Board of Directors (Board), will provide high-frequency weekday service between the Fullerton and Laguna Niguel/ Mission Viejo stations. The Expansion Program is expected to begin operations in 2010.

This intra-county service was proposed by OCTA to increase transit accessibility throughout the County by supplementing existing Metrolink commuter rail service. The program is intended to provide an alternative means of travel within the County, between and among these stations, and to allow individuals to ride the train as opposed to driving to a myriad of destinations a few station stops away.

In addition to the current Metrolink service, the additional trains running high frequency service between Fullerton and Laguna Niguel/Mission Viejo will serve seven stations in Orange County:

- Fullerton
- Anaheim Amtrak Station
- Orange
- Santa Ana
- Tustin
- Irvine
- Laguna Niguel/Mission Viejo

The \$382.5 million MSEP includes all necessary capital and operational improvements necessary to accomplish the high frequency service. Capital improvements include turnback facilities, additional track, relief sidings, pedestrian grade separations, parking expansion, and station expansions.

Many of these improvements have been, or are in process of being, completed:

- The Irvine Station parking structure opened August 27, 2008, providing 1,500 spaces and tripling the number of parking spaces that were available prior to construction. According to the parking counts by the City of Irvine, the highest number of vehicles to park in the structure to date is 650.
- The Buena Park Station opened in May 2007. Within the first week of service, all 300 parking spaces were occupied. Bus shuttle service began on May 27, 2008, between the Buena Park Station and the Fullerton Park-and-Ride facility and has been operating during weekday peak hours to help alleviate the lack of available parking. OCTA and the City of Buena Park are working collaboratively to develop a long-term parking solution for Metrolink passengers.
- The Orange Station pedestrian grade separation is under construction and preliminary studies are being conducted with the City of Orange to address parking capacity.
- The Fullerton Transportation Center parking expansion final design will be completed in September 2009; construction will begin shortly thereafter, with completion expected in 20 months.
- Santa Ana Second Mainline track was completed in June 2007.
- Final design for a parking structure at the Tustin Station is anticipated to be completed in November 2009.
- A project study report is being developed for the Laguna Niguel/Mission Viejo Station to address parking solutions.

All additional improvements that are part of the MSEP are to be completed by 2010.

POTENTIAL PARKING SHORTAGES

Ridership under the MSEP implementation is projected to increase by 80 percent over the 2007 daily Orange County boardings, for a total 2010 daily ridership in excess of 14,000. Commensurate with the increase in ridership will be an increase in the demand for parking.

OCTA conducted two analyses that analyzed the ridership projections and parking demand related to the MSEP. These analyses included:

- *Metrolink Service Expansion Program: Orange County Metrolink 2010 Ridership Projection Analysis, June 2008*
- *Metrolink Service Expansion Ridership and Parking Demand Analysis, January 2007*

These studies found that there would be parking capacity shortages in the future if existing capacity is not improved. In fact, these studies revealed that each of the stations that will serve commuter as well as mid-day passengers (Fullerton, Anaheim, Orange, Santa Ana, Tustin, Irvine, and Laguna Niguel/Mission Viejo), with the exception of Irvine, will have a shortage of parking spaces. Most often, peak-period riders will fill the available parking spaces in the morning, leaving off-peak riders with little or no parking spaces remaining in the mid-day. If parking is unavailable to off-peak riders, then it is likely that they will not take this trip.

The following table summarizes the parking at each of the eleven (11) Orange County Metrolink stations that will be available by the 2010 implementation of the MSEP.

Parking Spaces at Orange County Metrolink Stations	
Station	2010 Parking Spaces
Buena Park	300
Fullerton	600
Anaheim Amtrak	400
Anaheim Canyon	46
Orange	221
Santa Ana	725
Tustin	304
Irvine	1,500
Laguna Niguel/Mission Viejo	281
San Juan Capistrano	179
San Clemente	147

The amount of parking at some of these stations will increase as part of the MSEP. However, the parking increases will take place after the 2010 implementation date of the expansion services. The parking demand analyses indicate that there could be a parking shortfall of a total of 2,000 spaces at these stations.

Adding to the demands on parking has been the overall increase in ridership as gas prices rose over the last year. OCTA staff continues to meet with individual station cities in order to develop conceptual plans for expansion of parking facilities necessary to support the MSEP:

- The Fullerton Transportation Center currently has 600 surface parking spaces. The daily parking utilization is routinely at capacity. As part of the MSEP, an additional parking facility is considered a priority. Projected parking demand for the station demonstrates a need for more than 1,300 spaces by 2030. The Fullerton Transportation Center parking expansion final design will be completed in September 2009; construction will begin shortly thereafter, with completion expected in 20 months.
- The Laguna Niguel/Mission Viejo Station currently has nearly 300 parking spaces. Projected parking demand for the station demonstrates a need for up to 1,145 spaces by 2030. In order to meet the parking demand and future growth at the station, the Cities of Laguna Niguel and Mission Viejo are working with OCTA to obtain funding for the design and implementation of additional parking facilities.

- The City of Orange teamed up with OCTA and Metrolink to construct a pedestrian undercrossing connecting the two separate platforms. The undercrossing will provide direct and efficient pedestrian access between the rail platforms and parking lots, and easy connections to local buses. Construction began in June 2008 and is expected to be completed by spring 2009.
- The Orange Station currently has 221 parking spaces. In order to meet the growing parking demand and accommodate future growth at the station, the City of Orange is working with OCTA to implement a larger parking facility in the near future. Parking demand projections for the station demonstrate a need for more than 400 spaces by 2010. The City of Orange is currently finalizing a parking study with strategies to address this demand.
- The Tustin Station currently has over 300 surface parking spaces. In order to meet the growing parking demand and accommodate future growth at the station, the City of Tustin is working with OCTA to design and construct a larger parking facility in the near future. Construction of an 800-space parking structure is expected to begin in summer 2009 and could be completed by 20eleven (11).

SCOPE OF SERVICES

The implementation of the MSEP will dramatically shift the patterns of train travel from the primarily peak-hour commuter service that it is today to that of a peak-hour service plus an intra-county local line service. As a result, traditional patterns of parking during the morning commute will also change. There will be patrons now arriving at stations during all times of day, looking for parking so they can use the new high-frequency service.

While OCTA continues to finish the capital improvements that are a part of the MSEP and staff continues to work with station cities to plan for parking expansion, parking shortages could occur once the high-frequency local train service is initiated. OCTA seeks consultant services to research, review, and recommend a range of options for the best strategies that OCTA could implement to optimize and most effectively and efficiently manage a limited supply of parking at Metrolink stations.

The recommendations could involve a single strategy at each station, multiple strategies at each station, or any combination of strategies. OCTA anticipates that the selected consultant would evaluate the range of strategies against the immediacy of the need for a solution to the parking shortage and determine how OCTA can quickly and effectively develop the recommendations.

The Scope of Services for this study will involve the following:

Task 1.0: Administration and Management

This task will involve the administration and management of the study. Included in this task will be the meetings required to conduct this study. The consultant should include an initial kickoff meeting with OCTA staff to discuss the approach to the project, key delivery dates, local agency coordination, and project objectives. In addition, the consultant should include one meeting per month over the nine-month period of this contract to ensure coordination with OCTA. Additional meetings may be needed for coordination with the station cities, discussed under Task 4.0.

The consultant should also include the preparation for and attendance at OCTA Committee meetings (four meetings) and OCTA Board (two meetings) in the proposal. These meetings will serve to update and inform the Board and/or Committees of progress on the study. Consultants may be required to present or to support staff with presentations.

Deliverables:

- Meeting Minutes (for kickoff meeting, monthly project meetings, and any other meetings held between consultant and OCTA, and/or other agencies)
- Meeting Summaries (for Committee and Board meetings), including comments made by Board members and identification of any issues that need to be addressed in study
- Monthly Progress Reports (generally provided with invoice) that provides project status, outstanding issues and/or concerns that need to be addressed, schedule update to identify any potential delays in meeting schedule

Task 2.0: Research Parking Strategies at Commuter Rail Stations

This task will involve conducting research into the different strategies used by other rail agencies to manage parking at the stations. Particular emphasis should be considered for transit systems sharing the ridership, station configuration, and patterns with characteristics to Orange County stations.

The consultant should strive to provide meaningful and valuable information, and in-depth analysis of different strategies, as opposed to simply a listing and definition of different options. The analysis shall focus on the pros and cons of various parking strategies: what the advantages and disadvantages are of each strategy. The consultant shall also focus on identifying imaginative and innovative strategies that are in operation at other agencies.

In addition, the analysis of strategies of other systems shall focus on:

- What impact, if any, would charging for parking have on ridership? Consideration should be given as to the value/wisdom of charging for parking at time the agency is trying to increase ridership. The analysis should compare the maturity of the other systems and the context of other systems in their surroundings to stations in Orange County to ensure an adequate comparison.
- What impact, if any, would there be to Cities' operation and maintenance costs for station parking?
- What impact, if any, would there be on surrounding properties (i.e., if a fee is charged for parking, will riders park at adjacent properties to avoid payment)?
- What impact, if any, would there be on adjacent stations if adjacent stations do not charge a fee?
- What strategies do other agencies use to incentivize cities and/or developers within their jurisdiction to participate, or want to participate, in the provision of parking?
- What incentives might OCTA implement to motivate cities and/or developers to participate in the provision of parking?

The consultant shall also examine strategies used by the Bay Area Rapid Transit (BART) District, the Washington Metropolitan Area Transit Authority (WMATA), and the Caltrain in the Bay Area to manage parking, including, but not limited to, their web-based informational parking management tools.

The consultant shall also examine parking management strategies currently in use at five additional Metrolink stations outside of Orange County. The selection of stations should focus on five stations with five different strategies. The review should also examine what has been done regarding charging for parking at other Metrolink stations.

The parking management strategies could include, but not be limited to:

- Use of a Parking Operator – involves employing the services of a parking operator to manage the supply. Generally involves the implementation of a parking fee for parking at the station.
- Reserved Monthly Parking Permit – involves the use of reserved spaces for permit holders. A monthly fee is charged for the permit. An alternative version of this strategy is to implement reserved monthly parking, but to hold the reserved space until a certain time of day (usually mid-morning) beyond which the unused spaces are available to general parking customers or for those purchasing a daily permit.
- Daily Sale of Permit Spaces – involves the sale of unused permit parking spaces on a daily basis, therefore, ensuring that a rider can be guaranteed a

parking space during off-peak periods at stations where permit parking is in place.

- Valet Parking – involves the use of valet parking attendants to park vehicles for a nominal fee.
- Joint-Use Program – involves the use of parking in the surrounding area at organizations such as churches and recreational businesses with parking available during the weekday.
- Commuter Check Benefit – involves employers providing pre-tax deductions or subsidies for employee commute expenses.
- Discounted Bus Fares – involves a discount on bus fare for those customers using local transit to travel to the station.
- Alternative Modes of Access – involves providing support facilities to alternative modes of travel to the station (e.g., bicycle lockers, ability to bring bicycles on board).
- Joint Development and Use – involves a wide range of options to share parking at transit-oriented developments and adjacent retailers/businesses and/or developing partnerships to manage facilities.
- Parking Lot Design – involves ensuring that drop-off facilities have sufficient space, and are convenient and well-designed to encourage kiss-and-ride as a means of travel to the station.
- Car Sharing – involves the availability of rental cars at stations.
- On-site Services – involves the implementation of services such as auto-detailing, etc.
- Shuttle Service – involves the use of services that shuttle customers to and from the transit station.
- Enhanced Web-Based Information – involves updating information on the OCTA website to include parking data for each station.

OCTA will be looking for innovative and cost-effective means of optimizing and managing the parking at the Metrolink stations. The study should provide a range of options that are currently in place at other rail stations. OCTA will also be interested in understanding how the strategies can maximize the return on the investment for development of the parking facilities, considering any restrictions related to State and Federal funding that preclude generating revenue beyond that to cover the costs of operation and maintenance of the facility.

Deliverables:

- Draft and Final Technical memorandum detailing results of research into parking strategies. Consultant should ensure that the document contains all the elements identified above in a comprehensive and thorough manner.

Task 3.0: Review Ridership and Parking Demand Analyses for Orange County Stations and Existing Parking Management Strategies

This task will involve a review of the various studies that have been conducted for OCTA on ridership and parking demand. The studies to be reviewed include, but are not limited to the two documents cited in the background section above. The review should result in a compilation *only* of the existing parking conditions at each station and the anticipated parking shortfall at each station for inclusion in the study report. This review shall include all eleven (11) Orange County Metrolink stations.

This review/compilation is not intended to be a re-analysis of travel and parking demand at Orange County stations or a re-examination of the data prepared to date on travel and parking demand, but rather a summary of information developed to date. This information will be used as background data in the consultant's final report.

This review shall also include a summary of the existing parking management strategies at each of the eleven (11) Orange County Metrolink stations. This task may involve outreach to the station cities for identification and discussion of their practices. The results of this task should summarize:

- Existing parking at each station
- Proposed parking enhancements (if any) through the MSEP
- Year proposed enhancements will be completed
- Parking shortfall (if any) at any of the stations at the initiation of MSEP service in early 2010
- Existing parking management strategies (including any “off-site” strategies such as shuttle services) at each station
- Proposed strategies at stations (if any) and date proposed to be completed

All of the data should be compiled for inclusion in the study report.

Deliverables:

- Draft and Final Technical memorandum detailing results of review of ridership and parking demand analyses and parking management strategies in place at existing OC Metrolink stations. Consultant should ensure that the document contains all the elements identified above in a comprehensive and thorough manner.

Task 4.0: Coordination and Review of Station Cities, Surrounding Land Uses, and General Plans

This task involves coordinating with the station cities to identify the environment in which different parking strategies are currently, or might in the future be, implemented. Research should be made into the existing land uses, general plan designations, and any other city-based regulations governing usage of land around stations.

This task will help to identify any existing agreements or regulations, ordinances, etc., that might be in place that would prevent a particular strategy from being implemented. Likewise, this task is to identify opportunities through the existing conditions surrounding each station for implementation of various strategies.

All coordination will be through OCTA and the consultant is to identify any information needed from the cities or any meetings that are needed prior to pursuing either. The consultant should include three meetings per station city. Discussions should include the identification of the process that would be required by a city to implement any of the new strategies and the timeframe required to implement. The discussions should also include any factors that may prevent or slow the implementation of a management strategy.

Deliverables:

- Meeting minutes from any meeting held with station cities
- Draft and Final Technical memorandum detailing results of environment around stations in station cities. Consultant should emphasize what elements of this environment would benefit or would deter the implementation of various parking strategies within each city.

Task 5.0: Conduct Surveys/Interviews with Metrolink Riders and Private Companies

This task involves the use of focus groups and/or interviews for the public riding Metrolink and different private entities providing a variety of parking services.

The focus groups of the public using Metrolink will involve the use of seat drop surveys to ask the riders:

- Whether the people who ride Metrolink want the opportunity to buy preferred parking space;
- If so, what would they be willing to pay for that parking space;
- What other strategies beyond parking fees would the public like to see to ease the use of station parking?
- What is most convenient for the customer?

The focus groups of private entities will involve interviewing private parking companies to identify the variety of services provided by private companies. The interviews with private entities can occur in a focus group setting or in one-on-one interviews with the providers.

Consultant will perform outreach efforts with known/established private parking companies in an effort to solicit input and determine the level of interest in participating in parking at Orange County Metrolink stations. The private companies should be queried on the applicability of privatizing the station parking or providing private parking on adjacent lots. The private parking could include additional amenities to generate revenue.

The information gathered from this task will help inform the choices made to applying different strategies to the stations.

Deliverables:

- Draft and Final copies of the survey that will be administered to existing Metrolink riders
- Draft and Final copies of the interview materials for the focus groups of private entities
- Draft and Final copies of the information that will be asked of private parking companies
- Draft and Final Technical memorandum of results of surveys/interviews with Metrolink riders and private companies

Task 6.0: Application of Strategies to Orange County Stations

This task will involve applying different types of parking management strategies to each of the eleven (11) Orange County Metrolink stations. In applying different strategies to each station, the consultant should give consideration to the universe of parking strategies, including, but not limited to, those identified in Task 2.0. This analysis should include a description of the strategies applied to the stations, and the advantages and disadvantages of applying those strategies to each particular station. It is important to consider that this study is to examine real and viable alternatives, not just an assignment of a random strategy to a particular station.

Consideration and discussion should be given to the application of uniform strategies at all the Orange County stations versus the application of unique strategies for individual stations and the advantages and disadvantages of each approach. Discussion should focus on whether uniformity and cohesiveness is the preferred approach or whether each individual station should have its own

strategy(ies). Particular attention should be paid to the objectives of this study to optimize existing parking capacity.

Consideration and discussion should also be given to the ease/complexity of implementation of each strategy.

This task should include a timeline for implementation of the strategies at each station, and should consider strategies that can be implemented on an immediate, short-term, and/or long-term time frame. The timing of implementation should consider local government approvals and actions required in order to achieve the 2010 timeframe.

This task should also include a cost estimate associated with implementation of each strategy.

Deliverables:

- Draft and Final copies of a spreadsheet that outlines each of the eleven (11) Metrolink stations, the various strategies reviewed and identified in this study, and a discussion of the pros and cons of implementing each strategy at each station
- Draft and Final copies of a timeline that outlines the implementation of strategies at each station
- Draft and Final Technical memorandum providing a detailed discussion of the information provided in the spreadsheet and in the timeline

Task 7.0: Recommendations and Final Report

With a limited supply of parking, and at a time when the demand will increase from implementation of the MSEF, OCTA is interested in determining if the current arrangement for operation and maintenance is the most prudent method for managing the existing station parking. To this end, the consultant should prepare a report that incorporates the results of the tasks above. The report should include a range of options that OCTA and its partner agencies could implement, as well as a preferred approach, as the most effective means of managing the parking at Metrolink stations. The report should also discuss the strategies that would maximize the return on the investment for development of the parking facilities, considering any restrictions and/or implications related to State and Federal funding that precludes generating revenue beyond that to cover the costs of operation and maintenance of the facility.

The report should also provide a discussion of the management of the implementation of the strategies (who should manage, who should be involved, what steps are involved, etc.).

The consultant should account for two drafts of the report and one final report. The process for report development would be the submission of the drafts, revisions to the drafts based on comments from OCTA staff, and development of a final report.

Deliverables:

- Two Drafts and One Final of the Recommendations and Final Report, incorporating all the information that was generated in the deliverables prepared for Tasks 1 – 6 above, and any additional analysis that is required to address the elements of this scope and Task 7

All data to be submitted in an acceptable electronic format to OCTA, along with three copies. OCTA retains all rights to data and research materials for this effort.

EXHIBIT B

COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 9-0267

Enter below the proposed price for each of the work phases described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, and profits. The Authority's intention is to award a firm-fixed price contract.

	Task Description	Price
Task 1	Administration and Management	\$
Task 2	Research Parking Strategies at Commuter Rail Stations	\$
Task 3	Review Ridership & Parking Demand Analyses for Orange County Stations & Existing Parking Management Strategies	\$
Task 4	Coordination and Review of Station Cities, Surrounding Land Uses, and General Plans	\$
Task 5	Conduct Surveys/Interviews with Metrolink Riders and Private Companies	\$
Task 6	Application of Strategies to Orange County Stations	\$
Task 7	Recommendations and Final Report	\$
	TOTAL FIRM FIXED PRICE	\$

1. I acknowledge receipt of RFP 9-0267 and Addenda No.(s) _____
2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FAX _____

E-MAIL _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

SIGNATURE'S NAME AND TITLE _____

DATE SIGNED _____

EXHIBIT C
PROPOSED AGREEMENT

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. 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," 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 execution by both parties, and shall continue in full force and effect through April, 2010, unless earlier terminated or extended as provided in this Agreement.

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 provisions set forth in D.6, 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. The schedule shall not include any CONSULTANT expenses not approved by AUTHORITY, including, but not limited to reimbursement for local meals.

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

1. 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,

1 AUTHORITY may decline to make full payment for any task listed in paragraph B of this Article until
2 such time as CONSULTANT has documented to AUTHORITY's satisfaction, that CONSULTANT has
3 fully completed all work required under the task. AUTHORITY's payment in full for any task completed
4 shall not constitute AUTHORITY's final acceptance of CONSULTANT's work under such task; final
5 acceptance shall occur only when AUTHORITY's release of the retention described in paragraph C.
6 The Authority will not reimburse CONSULTANT for local meals or any other expenses not approved in
7 the attached Exhibit B.

8 C. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations
9 under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice
10 submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and
11 shall be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless
12 AUTHORITY elects to audit CONSULTANT's records in accordance with Article 16 of this Agreement.
13 If AUTHORITY elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar
14 days of completion of such audit in an amount reflecting any adjustment required by such audit.

15 D. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in
16 duplicate to AUTHORITY's Accounts Payable office. Each invoice shall be accompanied by the
17 monthly progress report specified in paragraph B.1 of this Article. AUTHORITY shall remit payment
18 within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include
19 the following information:

- 20 1. Agreement No. C-9-0267;
- 21 2. Specify the task number for which payment is being requested;
- 22 3. The time period covered by the invoice;
- 23 4. Total monthly invoice (including project-to-date cumulative invoice amount); and
24 retention;
- 25 5. Monthly Progress Report;
- 26 6. Certification signed by the CONSULTANT or his/her designated alternate that a)

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

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

ARTICLE 6. MAXIMUM OBLIGATION

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

ARTICLE 7. NOTICES

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

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To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Meena Katakia

Principal Contract Administrator

(714) 560 – 5694; Fax: (714) 560-5792

Email: mkatakia@octa.net

ARTICLE 8. 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 9. INSURANCE

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

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

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

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

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

B. Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and agents designated as additional insured on the general and automobile liability. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.

C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement Number C-9-0267; and, the Contract Administrator's Name, Meena Katakia, Principal Contract Administrator.

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

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 9-0267;(3) CONSULTANT's proposal dated _____; (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 11. CHANGES

By written notice or order, AUTHORITY may, from time to time, order work suspension and/or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work suspension or change causes an increase or decrease in the price of this Agreement, or in the time required for its performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its

claim for adjustment within ten (10) calendar days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT from proceeding immediately with the agreement as changed.

ARTICLE 12. DISPUTES

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

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

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

ARTICLE 13. TERMINATION

A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part, by giving CONSULTANT written notice thereof. Upon said notice, AUTHORITY shall pay CONSULTANT its allowable costs incurred to date of termination and those allowable costs determined

1 by AUTHORITY to be reasonably necessary to effect such termination. Thereafter, CONSULTANT
2 shall have no further claims against AUTHORITY under this Agreement.

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

10 **ARTICLE 14. INDEMNIFICATION**

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

17 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

23 B. AUTHORITY hereby consents to CONSULTANT's subcontracting portions of the Scope of
24 Work to the parties identified below for the functions described in CONSULTANT's proposal.
25 CONSULTANT shall include in the subcontract agreement the stipulation that CONSULTANT, not
26 AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the

subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors, employees or sureties for nonpayment by CONSULTANT.

Subcontractor Name/Addresses

Subcontractor Amounts

.00

.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

ARTICLE 17. 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 18. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,

1 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other
2 forms of compensation; and selection for training, including apprenticeship.

3 **ARTICLE 19. PROHIBITED INTERESTS**

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

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

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

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

23 C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be
24 released by CONSULTANT to any other person or agency except after prior written approval by
25 AUTHORITY, except as necessary for the performance of services under this Agreement. All press
26 releases, including graphic display information to be published in newspapers, magazines, etc., are to

be handled only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.

ARTICLE 21. PATENT AND COPYRIGHT INFRINGEMENT

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

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

ARTICLE 22. FINISHED AND PRELIMINARY DATA

A. All of CONSULTANT's finished technical data, including but not limited to illustrations, photographs, tapes, software, software design documents, including without limitation source code, binary code, all media, technical documentation and user documentation, photoprints and other graphic

1 information required to be furnished under this Agreement, shall be AUTHORITY's property upon
2 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary
3 restriction except as elsewhere authorized in this Agreement. CONSULTANT further agrees that it
4 shall have no interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said
5 data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

6 B. It is expressly understood that any title to preliminary technical data is not passed to
7 AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations,
8 software design documents, layouts and comprehensives prepared by CONSULTANT solely for the
9 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given
10 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
11 AUTHORITY if CONSULTANT causes AUTHORITY to exercise Article 11, and a price shall be
12 negotiated for all preliminary data.

13 **ARTICLE 23. ALCOHOL AND DRUG POLICY**

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

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

20 **ARTICLE 24. FORCE MAJEURE**

21 Either party shall be excused from performing its obligations under this Agreement during the
22 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its
23 control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material,
24 products, plants or facilities by the federal, state or local government; national fuel shortage; or a
25 material act or omission by the other party; when satisfactory evidence of such cause is presented to
26 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 25. 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.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-9-0267 to be executed on the date first above written.

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

By _____

James S. Kenan
Interim Chief Executive Officer

APPROVED AS TO FORM:

By _____

Kennard R. Smart, Jr.
General Counsel

APPROVED:

By _____

Darrell Johnson
Executive Director, Rail Programs

EXHIBIT D

FORMS

PARTY DISCLOSURE FORM**Information Sheet****ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

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

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

Peter Buffa, Chairman

Jerry Amante, Vice Chairman

Patricia Bates, Director

Art Brown, Director

Bill Campbell, Director

Carolyn V. Cavecche, Director

William H. Dalton, Director

Richard Dixon, Director

Paul G. Glaab, Director

Cathy Green, Director

Allan Mansoor, Director

John Moorlach, Director

Janet Nguyen, Director

Chris Norby, Director

Curt Pringle, Director

Miguel Pulido, Director

Gregory T. Winterbottom, Director

PARTICIPANT DISCLOSURE FORM**Information Sheet****ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

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

IMPORTANT NOTICE**Basic Provisions of Government Code Section 84308**

- A. If you are a participant in a proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date you begin to actively support or oppose an application for license, permit, or other entitlement for use pending before the Orange County Transportation Authority or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors.

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

- B. The attached disclosure form must be filed if you or your agent has contributed more than \$250 to any board member or alternate for the Orange County Transportation Authority or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition. (The disclosure form will assist the board members in complying with the law.)
- C. If you or your agent have made a contribution of more than \$250 to any board member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a participant in the proceeding.

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

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

AND

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

4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.
5. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 and 2 Cal. Adm. Code Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

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

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

Peter Buffa, Chairman

Jerry Amante, Vice Chairman

Patricia Bates, Director

Art Brown, Director

Bill Campbell, Director

Carolyn V. Cavecche, Director

William J. Dalton, Director

Richard Dixon, Director

Paul G. Glaab, Director

Cathy Green, Director

Allan Mansoor, Director

John Moorlach, Director

Janet Nguyen, Director

Chris Norby, Director

Curt Pringle, Director

Miguel Pulido, Director

Gregory T. Winterbottom, Director

Status of Past and Present Contracts Form

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

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

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

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

Name _____
 Title _____

_____ Date

EXHIBIT E

THE DRUG FREE WORKPLACE ACT OF 1988



**DRUG-FREE WORKPLACE ACT OF 1988
THE FEDERAL LAW**

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

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

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

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

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

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

Temporary personnel and consultants who are on the grantee's payroll are covered. Similar workers who are not on the grantee's payroll, but on the payroll of contractors working for the grantee, are not covered even if physical place of employment is in the grantee's workplace.

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

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

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

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

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

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

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

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