

REQUEST FOR PROPOSALS (RFP) 9-0769

PSR Equivalents for Five LOSSAN Corridor Railroad Grade Crossings



ORANGE COUNTY TRANSPORTATION AUTHORITY

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

Key RFP Dates

Issue Date:	October 13, 2009
Pre-Proposal Conference Date:	October 20, 2009
Question Submittal Date:	November 4, 2009
Proposal Submittal Date:	November 11, 2009
Interview Date:	December 9-10, 2009

TABLE OF CONTENTS

	<u>PAGE</u>
NOTICE OF REQUEST FOR PROPOSALS	ii
SECTION I. INSTRUCTIONS TO OFFERORS	1
SECTION II. PROPOSAL CONTENT	8
SECTION III. EVALUATION AND AWARD	15
A. EVALUATION CRITERIA	16
B. EVALUATION PROCEDURE	16
C. AWARD	17
D. NOTIFICATION OF AWARD AND DEBRIEFING	17
SECTION IV. PROPOSED AGREEMENT	18
SECTION V. SCOPE OF WORK	19
SECTION VI. FORMS	20



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

Cindy Quon
Governor's
Ex-Officio Member

CHIEF EXECUTIVE OFFICE

Will Kempton
Chief Executive Officer

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS
RFP9-0769: PSR Equivalents for Five LOSSAN Corridor
Railroad Grade Crossings**

Gentlemen/Ladies:

The Orange County Transportation Authority invites proposals from qualified consultants to prepare the project study report equivalent for the following five individual grade separation project sites along the Los Angeles – San Diego - San Luis Obispo Rail Corridor:

- Orangethorpe Avenue, City of Anaheim
- Ball Road, City of Anaheim
- 17th Street, City of Santa Ana
- Main Street, City of Orange
- Grand Avenue, City of Santa Ana

Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on November 11, 2009.

Proposals delivered in person or by 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: John Mathis, Senior Contracts Administrator**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: John Mathis, Senior Contracts 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) 9-0769 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) 9-0769

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

To receive all further information regarding this RFP 9-0769, firms must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Commodities for this solicitation are:

Category(s):

Professional Consulting

Professional Services

Commodity(s):

Architectural & Engineering Design

Traffic Planning Consulting

Engineering - Civil

Engineering - Traffic

Impact Studies - Environmental

A pre-proposal conference will be held on October 20, 2009 at 10:15 a.m., at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103. All prospective Offerors are encouraged to attend the pre-proposal conference.

Offeror's are asked to submit written statements of technical qualifications and describe in detail their work plan for completing the work specified in the Request for Proposal. **No cost proposal or estimate of work hours is to be included in this phase of the RFP process.**

The Authority has established **December 9-10, 2009** as the date to conduct interviews. All prospective Offeror's will be asked to keep this date available.

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

shown in the current minimum wage schedules. Offerors must use the current wage schedules applicable at the time the work is in progress.

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

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 "John Mathis", with a long horizontal flourish extending to the right.

John Mathis
Senior Contracts Administrator

SECTION I

INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on October 20, 2009 at 10:15 a.m., at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103. All prospective Offerors are strongly 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. Offeror's 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:

John Mathis, Senior Contracts Administrator
Contracts Administration and Materials Management Department
600 South Main Street, P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5478, Fax: 714.560.5792, or E-Mail: jmathis@octa.net

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., November 4, 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 and to "John Mathis, Senior Contracts Administrator".
- 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.
 - (3) Facsimile: The Authority's fax number is (714) 560-5792.
 - (4) E-Mail: John Mathis, Senior Contracts Administrator e-mail address is jmathis@octa.net.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, the Authority's interactive website, no later than November 6, 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 John Mathis, Senior Contracts Administrator.

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

Commodities for this solicitation are:

<u>Category(s):</u>	<u>Commodity(s):</u>
Professional Consulting	Architectural & Engineering Design
Professional Services	Traffic Planning Consulting
	Engineering - Civil
	Engineering - Traffic
	Impact Studies - Environmental

Inquiries received after November 4, 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 November 11, 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: John Mathis, Senior Contracts Administrator**

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: John Mathis, Senior Contracts Administrator**

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

3. Identification of Proposals

Offeror shall submit an **original and eight (8) copies** of its proposal in a sealed package, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

**“RFP 9-0769:PSR Equivalents for Five LOSSAN Corridor Railroad
Grade Crossings”**

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 the 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 Offerors 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 Section V.

L. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. The proposer to whom a contract for the work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at the Authority's principal office at 550 S. Main Street, Orange, CAA 92868 and are available to any interested party on request.

M. CONFLICT OF INTEREST

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

N. CODE OF CONDUCT

CONSULTANT agrees to comply with the AUTHORITY's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference

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

SECTION II
PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT AND FORMS

A. TWO PART PROPOSAL FORMAT AND CONTENT

1. Presentation

Proposals shall be typed, with 12 pt font, single 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" x 17" format. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. **Proposals should be sectioned into two parts.**

Part one shall contain the Qualifications of the Firm and Staffing/Project Organization. Part one should not exceed thirty (30) pages in length, excluding any appendices, tabs, and table of contents.

Part two shall contain the Work Plan, or information that is unique to each project site. Each project site being proposed shall be added as a separate subsection to part two. Each subsection should not exceed twenty (20) pages in length, excluding any appendices, and tabs.

2. Identification of Part One of Proposals

Offeror shall submit its proposal bearing the Offeror's name and clearly marked as follows:

**"RFP 9-0769:PSR Equivalents for Five LOSSAN Corridor Railroad
Grade Crossings"**

Each project site subsection shall be clearly marked as follows:

**"RFP 9-0769 Part Two - _____" (insert street, i.e.
Orangethorpe Avenue)**

3. Letter of Transmittal

The Letter of Transmittal shall be addressed to John Mathis, Senior Contracts 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 contact person identified during period of proposal evaluation.

- b. Identification of all proposed subcontractors including legal name of company, whether the firm is a Disadvantaged Business Enterprise (DBE), contact persons name and address, phone number and fax number. Relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgment of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

4. Technical Proposal – Part One

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 the same or similar nature; Demonstrated experience working with local agencies and cities directly involved in this project; strength and stability of the Offeror; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references. Equal weighting will be given to firms for past experience performing work of a similar nature whether with the Authority or elsewhere.

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; number of employees.
- (2) Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.

- (4) Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.
- (5) Provide a list of past joint work by the Offeror and each subcontractor, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.
- (6) Provide as a minimum of three (3) references should be provided. 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 that 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. Include applicable professional credentials of "key" project staff.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel.
- (3) 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, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (4) Include a project organization chart that clearly delineates communication/reporting relationships among the project staff, including subconsultants.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be

removed or replaced without the prior written concurrence of the Authority.

5. Technical Proposal – Part Two

a. Work Plan

Offeror shall provide a narrative that addresses the Scope of Work and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

- (1) Describe the approach and work plan for completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who in the firm would perform them.
- (3) Furnish a project schedule for each task and subtask 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 during 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.

b. 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 Section IV. Proposed Agreement.

6. Cost and Price Proposal

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

7. Appendices

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

B. FORMS**1. Party and Participant Disclosure Forms**

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete and sign the Party and Participant Disclosure forms provided in this RFP and submit as part of the proposal. Offeror is required to submit only **one** copy of the completed forms as part of its proposal and it should be included in only **part one of the original** proposal. The form entitled "Party Disclosure Form" must be completed by the prime consultant and subcontractors. The form entitled "Participant Disclosure Form" must be completed by lobbyists or agents representing the prime consultant in this procurement. Reporting of Campaign Contributions is required up and until the Authority's Board of Directors makes a selection. Therefore, the prime consultant, subcontractors and agents will be required to report all campaign contributions from the date of proposal submittal up and until the Board takes action, which is currently scheduled for February 8, 2010 .

2. Status of Past and Present Contracts Form

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

SECTION III
EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

The Authority will evaluate the offers received. Part One evaluation scores shall be tallied with Part Two evaluation scores for each individual project site. The combined evaluation will be based on the following criteria:

1. Qualifications of the Firm (Part One) 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 (Part One) 40 %

Qualifications of project staff, particularly "key personnel", especially the Project Manager, including their relevant past experience. Key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; adequacy of labor commitment; references from past projects; logic of project organization; concurrence in the restrictions on changes in key personnel.

3. Work Plan (Part Two) 35 %

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

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all proposals for this RFP. The evaluation committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals. Each member of the evaluation committee will then evaluate each proposal using the criteria identified in Section III. A. to arrive at a "proposal score" for each combined proposal per project site. Based on the combined proposal scores per project site, a list of Offeror's within a competitive range will be developed based upon the totals of each committee member's score for each combined proposal. During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established December 9-10, 2009 as the date to conduct interviews. All prospective Offerors will be asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from

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

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

C. AWARD

In conjunction with its action of selecting a firm, the Authority's Board of Directors will authorize staff to request a cost proposal for each project site from the selected Offeror and to negotiate a contract price and other terms and conditions. The Board will also grant staff the ability to terminate negotiations with the selected Offeror if no satisfactory agreement can be reached and to begin negotiations with the next highest-ranked Offeror until a satisfactory agreement has been achieved. The selected Offeror may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the Offeror may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission of the BAFO will be stipulated.

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

The selected Offeror will be required to submit to an audit of its financial records to confirm its financial stability and the Offeror's accounting system.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via CAMNET regarding the Offeror who was awarded the contract. Such notification shall be made within three (3) days of contract award.

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

SECTION IV
PROPOSED AGREEMENT

1 **AGREEMENT NO. C-9-0769**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 _____
6 **THIS AGREEMENT** is effective this ____ day of _____, 20____, by and
7 between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange,
8 California 92863-1584, a public corporation of the state of California (hereinafter referred to as
9 "AUTHORITY"), and , , (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to prepare the project study
12 report equivalent for the grade separation project along the Los Angeles – San Diego - San Luis Obispo
13 (LOSSAN) Rail Corridor at _____ in the City of _____; and

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

15 **WHEREAS**, CONSULTANT has represented that it has the requisite personnel and experience,
16 and is capable of performing such services; and

17 **WHEREAS**, CONSULTANT wishes to perform these services;

18 **WHEREAS**, the AUTHORITY's Board of Directors approved this Agreement on _____;

19 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CONSULTANT
20 as follows:

21 **ARTICLE 1. COMPLETE AGREEMENT**

22 A. This Agreement, including all exhibits and documents incorporated herein and made
23 applicable by reference, constitutes the complete and exclusive statement of the terms and conditions
24 of this Agreement between AUTHORITY and CONSULTANT and it supersedes all prior
25 representations, understandings and communications. The invalidity in whole or in part of any term or
26 condition of this Agreement shall not affect the validity of other terms or conditions.

B. AUTHORITY's failure to insist in any one or more instances upon 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 December 31, 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 Article E.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>
1	Project Management	
2	Field Survey and Data Collection	.00
3	Traffic Survey and Forecast	.00
4	Right-of-Way Survey	.00
5	Utility Survey	.00
6	Conceptual Geotechnical Investigation	.00
7	Conceptual Hydraulics and Hydrology Study	.00

8	Constraints Analysis	.00
9	Environmental	.00
10	Alternatives Analysis and Structural Type Selection	.00
11	Complete Conceptual Drawings and Cost Estimates	.00
12	Produce and Distribute Final Report	<u>.00</u>
TOTAL FIRM FIXED PRICE PAYMENT		.00

C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Percentage of work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment for any task listed in paragraph B of this Article until such time as CONSULTANT has documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed all work required under the task. AUTHORITY's payment in full for any task completed shall not constitute AUTHORITY's final acceptance of CONSULTANT's work under such task; final acceptance shall occur only when AUTHORITY's release of the retention described in paragraph D.

D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations under this Agreement, AUTHORITY shall retain five percent (5%) of the amount of each invoice submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and shall be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless AUTHORITY elects to audit CONSULTANT's records in accordance with Article 16 of this Agreement. If AUTHORITY elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of completion of such audit in an amount reflecting any adjustment required by such audit.

E. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in duplicate to AUTHORITY's Accounts Payable office. Each invoice shall be accompanied by the monthly progress report specified in paragraph C of this Article. AUTHORITY shall remit payment

within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following information:

1. Agreement No. C-9-0769;
2. Specify the task number for which payment is being requested;
3. The time period covered by the invoice;
4. Total monthly invoice (including project-to-date cumulative invoice amount); and retention;
5. Monthly Progress Report;
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 (\$0.00) which shall include all amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

ARTICLE 7. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing

said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and addressed as follows:

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: John Mathis, Senior Contracts
Administrator

(714) 560 – 5478

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 Liability, and Property Damage with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

/

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

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

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

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

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

C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement Number C-9-0769; and, the Contract Administrator's Name, John Mathis, Senior Contracts 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 ;(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

1 furnished to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work
2 suspension or change causes an increase or decrease in the price of this Agreement, or in the time
3 required for its performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its
4 claim for adjustment within ten (10) calendar days after the change or work suspension is ordered, and
5 an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse
6 CONSULTANT from proceeding immediately with the agreement as changed.

7 **ARTICLE 12. DISPUTES**

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

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

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

26 /

ARTICLE 13. TERMINATION

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

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

ARTICLE 14. INDEMNIFICATION

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

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

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

Subcontractor Name/Addresses

Subcontractor Amounts

.00

.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

ARTICLE 17. CONFLICT OF INTEREST

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

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

ARTICLE 18. CODE OF CONDUCT

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

ARTICLE 19. 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 20. 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, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 21. PROHIBITED INTERESTS

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

ARTICLE 22. OWNERSHIP OF REPORTS AND DOCUMENTS

A. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made for CONSULTANT's records but shall not be furnished to others without written authorization from

1 AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein
2 shall be retained by AUTHORITY.

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

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

18 **ARTICLE 23. PATENT AND COPYRIGHT INFRINGEMENT**

19 A. In lieu of any other warranty by AUTHORITY or CONSULTANT against patent or copyright
20 infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any
21 claim or suit against AUTHORITY on account of any allegation that any item furnished under this
22 Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes
23 upon any presently existing U. S. letters patent or copyright and CONSULTANT shall pay all costs and
24 damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in
25 writing of the suit or claim and given authority, information and assistance at CONSULTANT's expense
26 for the defense of same. However, CONSULTANT will not indemnify AUTHORITY if the suit or claim

1 results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form
2 infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in
3 combination with other material not provided by CONSULTANT when such use in combination infringes
4 upon an existing U.S. letters patent or copyright.

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

13 **ARTICLE 24. FINISHED AND PRELIMINARY DATA**

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

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

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

ARTICLE 25. ALCOHOL AND DRUG POLICY

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

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

ARTICLE 26. FORCE MAJEURE

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

/

/

/

/

/

/

/

/

/

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-9-0769 to be executed on the date first above written.

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

By _____

Will Kempton
Chief Executive Officer

APPROVED AS TO FORM:

By _____

Kennard R. Smart, Jr.
General Counsel

APPROVED:

By _____

Darrell Johnson
Executive Director, Rail Programs



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).

SECTION V
SCOPE OF WORK

**SECTION V
SCOPE OF WORK**

For

**CONSULTING SERVICES TO PREPARE
PROJECT STUDY REPORT EQUIVALENT (PSRE)**

FOR

**LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO (LOSSAN) RAILROAD
CORRIDOR SEPARATION PROJECTS**

October 12, 2009

SCOPE OF WORK

Project Study Report Equivalent for Los Angeles-San Diego-San Luis Obispo Rail Corridor Grade Separation Projects

OBJECTIVE

The objective of the proposed Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor grade separation projects is to improve safety of the rail-highway crossings and to address future traffic and circulation issues forecasted for the projects areas, in the cities of Anaheim, Orange and Santa Ana. The projects will include conceptual design of grade separation projects to eliminate the existing at-grade crossings at Orangethorpe Avenue, Ball Road, 17th Street, Maine Street, and Grand Avenue. A Project Study Report Equivalent (PSRE) will be prepared and will serve as the authorizing document for these five grade separation projects.

PROJECT BACKGROUND

The LOSSAN Rail Corridor is one of the busiest, most important rail lines in the United States, and serves a vital function in providing intercity and commuter rail services within and between cities in California's most populous counties. This 127.5-mile segment of the LOSSAN corridor carries intercity passenger rail service, commuter rail service, and freight. The LOSSAN corridor is a major transportation resource in Southern California. It is home to the Pacific Surfliner intercity passenger rail service, provided by Amtrak and sponsored by the California Department of Transportation (Caltrans). The LOSSAN corridor is the second most-heavily traveled passenger rail corridor (outside of the Northeast Corridor between Washington D.C. and Boston). Additionally, the LOSSAN corridor is the only existing rail link between Los Angeles and San Diego.

The Orange County Transportation Authority (Authority) has secured funding to further develop these grade separation projects, including performing the conceptual engineering, preliminary environmental, as well as a right-of-way impact analysis. . This Request for Proposals (RFP) is for the feasibility study and evaluation of projects alternatives only. Later phases of these projects will be released under separate RFP's pending the results of this feasibility study. Funding to construct these grade separation projects at these rail-highway crossings has not been secured thus, one purpose of this study and the subsequent design work is to seek grants funds from local, state, and federal sources.

The AUTHORITY is seeking proposals from qualified CONSULTANTS to develop project alternatives, conduct an initial environmental assessment of environmental constraints to the projects and alternatives, and provide conceptual-level design plans for the preferred alternative at the 15% design level for the purposes of determining

project feasibility. The project deliverable for these projects is a (Project Study Report Equivalent (PSRE) in accordance with California Department of Transportation (Caltrans) standards. This study as developed by the selected CONSULTANT shall outline the results of the feasibility study, develop an alternatives analysis, identify findings from the initial environmental assessment, and develop conceptual design plans. All studies, analyses and technical findings related to the projects and the initial environmental assessment shall conform to Caltrans Standard Environmental Reference. The feasibility study should also be completed with guidance from the Federal Highways Procedural Guideline for Highway Feasibility Studies.

The projects study areas include the existing railroad separation projects at Orangethorpe Avenue, Ball Road, 17th Street, Main Street, and Grand Avenue as well as relevant approach streets. The above reference projects are located as follows:

- Orangethorpe Avenue at-grade crossing is located between Raymond Avenue and Lemon Street, in the City of Anaheim
- Ball Road at-grade crossing is located west of State College Boulevard and east of Anaheim Boulevard, in the City of Anaheim
- 17th Street at-grade crossing runs parallel to Lincoln Avenue, west of Linwood Avenue and east of Main Street, in the City of Santa Ana
- Main Street at-grade crossing is located east of Route 57 in the City of Orange
- Grand Avenue at-grade crossing is located between Chestnut Avenue and McFadden Avenue, in the City of Santa Ana.

Each projects study area shall develop and study impacts for facilities including drainage channels, industrial railroad tracks, power poles, utilities, access roads, ingress/egress locations and any adjoining parcel constraints.

SCOPE OF REQUIRED SERVICES

PROJECT DESCRIPTION

The CONSULTANT will be responsible for accomplishing the following tasks in accordance with all applicable local, state, and federal guidelines and laws, in an organized manner according to a logical sequential process.

Task 1 Project Management

The Authority shall act as the lead agency for these grade separation projects. It is anticipated that primary contact throughout the duration of the projects will be a representative of the Authority's Rail Programs Division. However, these projects are a multi-jurisdictional effort involving numerous agencies, including Caltrans, Metrolink, Amtrak, Burlington Northern Santa Fe (BNSF), Union Pacific (UP), Southern California Regional Rail Authority (SCRRA), and the cities of Anaheim, Santa Ana, and Orange. It is expected that the project will proceed under the direction of the Authority, with

participation from these other related agencies as required. The CONSULTANT shall be expected to interface both locally with the Authority's Rail Programs Division representative and other affected agencies as necessary, as well as to participate in discussions and presentations with the wider design team at periodic project milestones. In order to ensure a timely progression of the projects from inception to final deliverables, the following activities should be anticipated as the projects progress:

1.1 Projects Kick-off Meeting

A project kick-off meeting shall be held soon after contract execution (Notice to Proceed) to review project objectives and requirements, receive initial information from agencies, establish communication plan and protocols, and address other issues as necessary to ensure a successful project initiation. Thereafter, meetings that involve Authority, Metrolink, Amtrak, BNSF, UP, SCRRA, and local agencies shall be conducted regularly, at least once every other month, to discuss progress, general project issues, obtain direction, and to exchange information. Project development team (PDT) meetings shall include corridor cities, Caltrans, Metrolink, BNSF, High Speed Rail Authority, and SCRRA personnel to ensure satisfactory progress of the work. CONSULTANT design team meetings shall be held as necessary to coordinate design activities, review assignments and progress, and identify issues to be resolved. The CONSULTANT shall prepare exhibits, handouts and attend four public meetings for the project. These meetings may include Committee/Board presentations and other stakeholder meetings.

1.2 PDT Meetings

CONSULTANT shall coordinate and attend PDT meetings with the Authority staff and stakeholders representatives as necessary. Meeting summaries shall be prepared by the CONSULTANT at each meeting and distributed to the project manager and other attendees at each meeting. An Action Item list and a status of project deliverables shall be updated on an ongoing basis and be made available at each PDT meeting.

1.3 Project Schedule

CONSULTANT shall, within 4 weeks of NTP, provide a detailed project baseline schedule, indicating milestones, major activities, and deliverables, to the Authority for review and comment. CONSULTANT shall update the schedule as required. This schedule shall be developed in a manner to meet key milestones required by the AUTHORITY for project delivery.

1.4 Monthly Progress Reports

CONSULTANT shall prepare and submit written progress and earned value reports to record ongoing progress with the projects and to support invoice submitted to the

Authority for payment. Report shall include tasks accomplished for the month, percent complete for key deliverables, deliverables finished, anticipated progress for the next month, pending issues and schedule completion target dates.

1.5 Quality Control

CONSULTANT shall implement a Quality Management Program (QMP) which may be reviewed by the AUTHORITY's Program Managers Quality Assurance Manager to ensure all design calculations, deliverables, and other work are independently verified for accuracy and conformance with QMP. At a minimum, this plan shall identify that Exhibits, plans, calculations, and other deliverables are independently checked, corrected, and back-checked for accuracy and completeness. All Roadway design should be in accordance with applicable design standards and Authority requirements. Railroad and rail bridge conceptual design shall be in accordance to California Public Utilities Commission (CPUC), Metrolink, BNSF, Amtrak, and SCRRRA and other applicable standards.

1.6 Project Deliverables and Formats

All work product should be delivered in file or data formats compatible with the Authority systems. Written reports and summaries should be provided in Adobe PDF and Microsoft Word electronic format. Base Maps, including utility, right-of-way, and other investigations should be provided in Adobe PDF format. Underlying data including conceptual design documents shall be provided in InRoads, MicroStation and/or AutoCAD format as requested by AUTHORITY. The Authority preferred data projection and datum is State Plan, North American Datum 1983 (NAD83), California Zone 5. Ten (10) hardcopies of final reports or studies shall be provided for each project milestone.

Task 2 Field Survey and Data Collection

CONSULTANT shall conduct a detailed survey to record existing conditions in the projects study areas. This will include inventory of existing facilities, including but not limited to, roadways and railroad track configurations, irrigation, utilities, drainage, track elevation, and existing land use, including general land parcel information, utility franchise rights identification and other city/railroad right-of-way information. Research and review of status of planned projects with the study areas shall be conducted including identification of future Authority, cities, BNSF, Metrolink, or Caltrans projects that may affect the proposed project geometry, schedule, or implementation..

Deliverables shall include documentation of pertinent project information including photographs, mapping, schematics, field notes, existing studies and any study findings.

Task 3 Traffic Survey and Forecast

CONSULTANT shall gather necessary data to document existing and forecasted traffic conditions in the projects study areas. Data collection shall consist of detailed record of roadway geometry, lane configurations, lane widths, right and left turn pocket storage lengths, driveways, traffic signal phasing and timing, rail crossing configuration and equipment. Traffic counts (including segment Average Daily Traffic tube counts as well as relevant turning movement counts for peak hours) shall be collected to capture existing conditions. Forecast traffic data shall be collected from the Authority, cities of Anaheim and Santa Ana, Metrolink, BNSF, and to represent forecast traffic conditions at the 2035 project horizon year. In addition to vehicle traffic counts, an inventory of transit operations shall be conducted to determine transit usage in the corridor. Future transit conditions shall include any proposed local or regional roadway transit systems that are projected to be operating in the projects study areas. CONSULTANT shall collect data on existing and projected rail traffic, including passenger and freight operations. Forecasted operations of any proposed railroad operations (including any proposed light or heavy rail lines) in the corridor shall be included in the assessment of future conditions. CONSULTANT shall also collect information on vehicle and rail safety and accident information reports for the projects areas.

Deliverables shall include traffic analysis outlining existing and forecasted conditions in the projects area.

Task 4 Right-of-Way Survey

CONSULTANT shall research right-of-way maps and documents for mapping of the existing Authority, cities of Anaheim and Santa Ana, Caltrans, BNSF, and Metrolink railroad right-of-way. In preparing this right-of-way information, CONSULTANT shall acquire and review land record information, including but not limited to, County Assessor Map, Metrolink records, Authority records, subdivision maps and parcel maps, Record of Survey Map, Orange County Flood Control maps, roadway surveys, and grant deeds. Based on record data, CONSULTANT shall prepare a base right-of-way map showing all street and railroad rights-of-way and all private properties within the projects limits.

Product: Right-of-Way survey

Task 5 Utility Survey

CONSULTANT shall perform a utility search for affected utilities in the projects areas. CONSULTANT shall be responsible to contact and communicate with relevant utility companies to gather information on existing and proposed utilities, including but not limited to, water, electric, gas, communication, storm drain, and sewer utilities. As part of this search, CONSULTANT shall include both a field review and review of available

as-built drawings, encroachment permits, and utility franchise agreements for the projects areas. The results of this review shall be a database of utility records indicating type of utility, owner, drawing number, and other relevant information. CONSULTANT shall also prepare a base utilities map of the projects areas showing locations of all existing utilities.

Deliverables shall include Utility Database and Base Map

Task 6 Conceptual Geotechnical Investigation

CONSULTANT shall prepare a preliminary geotechnical review of the projects areas. Existing subsurface information for the projects areas shall be collected, including geologic maps published by the California Division of Mines and Geology, geologic maps published by the United States Geological Survey, and ground water well information. CONSULTANT shall provide seismic and geological hazards that may have a significant impact on the design and construction of the projects.

Deliverables shall include Geotechnical Analysis

Task 7 Conceptual Hydraulics and Hydrology Study

CONSULTANT shall analyze existing drainage systems for their ability to accommodate future design flows in accordance with applicable agency standards including proposed improvements. A Preliminary Hydraulics and Hydrology Study shall be prepared summarizing potential storm water quality impacts and develop options to avoid, reduce, or minimize the potential for storm water quality impacts. CONSULTANT shall ensure that the recommended projects include sufficient right-of-way and budget for required storm water controls and identify projects-specific permanent and temporary measures that may be required to mitigate anticipated impacts. Drainage areas and total disturbed area will be defined, as will climatic conditions, existing drainage site conditions, site permeability, soil texture, existing vegetation (if any), and groundwater.

Deliverables shall include Hydraulics and Hydrology Study

Task 8 Constraints Analysis

CONSULTANT shall prepare an evaluation of site constraints that may limit project design options, including but not limited to, the results of Tasks 2 through 7, the need to maintain ongoing freight and passenger rail operations, and the need to maintain adequate vehicle and transit access on affected arterials.

Deliverables shall include Site Constraints Analysis

Task 9 Environmental Assessment

CONSULTANT shall perform a field review of the areas, and review information discovered in the other studies and investigations required for these projects to develop an environmental checklist for the projects. A preliminary list of potential environmental constraints shall be identified and evaluated, and an assessment of issues for consideration in future project environment assessments shall be prepared.

Deliverables shall include Environmental Checklist , PEAR and ISA .

Task 10 Alternatives Analysis and Structural Type Selection

In cooperation with the Authority staff and representatives of identified project stakeholders, CONSULTANT shall identify all potential project alternatives for each project that satisfy the project need and purpose, and develop initial screening criteria. Consideration of alternatives and criteria should be given to unique construction requirements such as “shoofly” track, California PUC vertical and horizontal track clearances, Metrolink and Authority requirements and criteria, and construction staging requirements. Based on the screening criteria, the CONSULTANT shall work with Authority and stakeholder staff to reach consensus on the alternatives to be carried forward. CONSULTANT shall then develop criteria for evaluating the remaining alternatives and shall consider construction impacts as one factor. The remaining alternatives shall be further refined and evaluated using the evaluation criteria and the results of all studies and investigations carried out in Tasks 2 through 9. To assist in the documentation of comparisons between alternatives, the CONSULTANT shall prepare a matrix of selection criteria and evaluation results for each alternative. Based on the evaluation, the CONSULTANT shall recommend one or more alternatives and include an assessment of potential risks and strategies to mitigate, minimize, or eliminate risks as the recommended project proceeds through design and construction.

Deliverables shall include alternatives recommendation, criteria for evaluation, refined alternatives, matrix of selection criteria, and assessment of alternative risks.

Task 11 Complete Conceptual Drawings and Cost Estimates

CONSULTANT shall prepare conceptual drawings (15% plan level) for the recommended project and prepare feasibility study cost estimates based on the conceptual drawings and other investigations and studies, broken down by major cost elements for environmental, design, right-of-way/utilities, construction, and construction management. Consideration should be given to unique construction requirements such as “shoofly” track and construction staging requirements. Cost estimates shall include assessment of right-of-way requirements for the recommended alternative and a right-of-way cost estimate.

Deliverables shall include Conceptual Drawings and Cost Estimates

Task 12 Produce and Distribute Final Report

Based upon studies, investigations, analyses, work products, and comments derived from the preceeding tasks, CONSULTANT shall prepare a final report meeting Caltrans current Project Study Report Equivalent requirements, and following Caltrans Local Assistance Program guidelines. The CONSULTANT shall submit the draft report to the Authority staff and stakeholder representatives for review and comment and based upon comments, prepare a final report.

Deliverables: 1) Draft project report
 2) Final project report

PROJECT SCHEDULE

The Authority has established the following tentative schedule:

1.	CONSULTANT Notice to Proceed	April 2010
2.	Field Survey and Data Collection	June 2010
3.	Traffic Survey and Forecast	June 2010
4.	Right-of-Way Survey	June 2010
5.	Utility Survey	June 2010
6.	Geotechnical Investigation	August 2010
7.	Hydraulics and Hydrology Study	August 2010
8.	Constraints Analysis	August 2010
9.	Environmental Checklist	October 2010
10.	Alternatives Analysis and Structural Type Selection	December 2010
11.	Complete Conceptual Drawings and Cost Estimates	April 2011
12.	Produce and Distribute Final Report	June 2011

STATEMENT OF WORK LEVEL 1 SAFETY SPECIFICATIONS

APPLICATION - Level 1 Safety Specifications apply to contracts as determined by the Authority, including subcontracts, with consultants that are entered into by and between the Authority or in the case of subcontracts, that arise out of a contract entered into by the Authority. The scope of these contracts require the contractor or consultant to manage recognized hazards with a potential of injury or property damage and may require routine unescorted access to Authority property, and including, but not limited to, work in and around maintenance areas, shop and bus base areas, on-board buses, highways, rail construction sites.

Examples of Level 1 scopes of work may include, but are not limited to, performing engineering, design or oversight tasks, audits or inspections and similar activities.

COMMODITY CODES

Safety specifications for the codes that follow generally apply to contracts that require work on Authority property or Authority controlled projects. Those exempt are generally delivery of parts or materials and some office services.

The following are **generally exempt** from safety specifications: Equipment, Parts, Rental, Supplies, Employment Services

200-1990	5330	5940-5970
2420-2890	5330	6150
5320	5560	

The following generally requires Level 1 Safety Specifications

5920-5930	6410	6580-6700	6760-6770	6950-7100
5980	6550-6560	6715-6740	6790-6930	7120-8680

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during the course of this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted for all Consultant personnel, sub-tier Consultants, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Consultant shall ensure that all Consultant vehicles, including those of its sub-tier Consultants, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, each Consultant is encouraged to exceed minimum requirements. When the Consultant safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of public and workers.

1.2 HAZARD COMMUNICATION

- A. Consultant shall comply with CCR Title 8, Section 5194, Hazard Communication Standard. Prior to use on Authority property and/or project work areas Consultant shall provide the Authority Project Manager copies of MSDS for all chemical products used if any.
- B. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

1.3 ACCIDENT INVESTIGATION

- A. The Authority shall be promptly notified of any damage to the Authority's property, or incidents involving third party property damage, or reportable and/or recordable injuries (as defined by the U. S. Occupational Safety and Health Administration) to Authority employees and agents; Contractor, vendor employees or visitors and members of the general public that occurs or arises from the performance of Authority contract work. A comprehensive investigation and written report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- B. A serious injury or incident may require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within 7 calendar days of the incident. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors leading to the incident, a root cause analysis, and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

1.4 PERSONAL PROTECTIVE EQUIPMENT

- A. The Consultant, its sub-tier Consultants, suppliers, and employees are required to comply with the Authority's personal protective equipment (PPE) policy while performing work at any Authority facility, i.e. eye protection policy, hearing protection policy, head protection, safety vests, work shoe policy.
- B. The Consultant, its sub-tier Consultants, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

END OF SECTION

SECTION VI

FORMS

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

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

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

Prime Firm's Name: _____

Party's Name: _____

Party's Address: _____
Street

City

State Zip Phone

Application or Proceeding
Title and Number: _____

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

Name of Member: _____
Name of Contributor (if other than Party): _____
Date(s): _____
Amount(s): _____

Name of Member: _____
Name of Contributor (if other than Party): _____
Date(s): _____
Amount(s): _____

Name of Member: _____
Name of Contributor (if other than Party): _____
Date(s): _____
Amount(s): _____

Date: _____
Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Peter Buffa, Chair

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

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

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

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

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

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

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

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

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

AND

- b. The individual or entity, directly or through an agent, does any of the following:
 - (1) Communicates directly, either in person or in writing, with a board member or alternate of the Orange County Transportation Authority or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;
 - (2) Communicates with an employee of the Orange County Transportation Authority or any of its affiliated agencies for the purpose of influencing a member's vote on the proposal; or
 - (3) Testifies or makes an oral statement before the Board of Directors of the Orange County Transportation Authority or any of its affiliated agencies.
2. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use; all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.
3. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit, or other entitlement for use. If an agent acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.
4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the

participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.

5. A list of the members and alternates of the Board of Directors is attached.

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

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

Prime's Firm Name: _____

Party's Name: _____

Party's Address: _____

Street

City

State

Zip

Phone

Application or Proceeding

Title and Number: _____

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

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Peter Buffa, Chair

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

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 Exhibit "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Name _____ Date _____
 Title _____