

REQUEST FOR PROPOSALS (RFP) 0-1613

**Professional Services for the Renewed
Measure M Environmental Cleanup Tier 2
Grant Program**



ORANGE COUNTY TRANSPORTATION AUTHORITY

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

Key RFP Dates

Issue Date:	July 30, 2010
Pre-Proposal Date:	August 5, 2010
Question Submittal Date:	August 18, 2010
Proposal Submittal Date:	August 30, 2010
Evaluation Date	September 15, 2010
Interview Date:	September 23, 2010

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July 30, 2010

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS
RFP 0-1613 "Renewed Measure M Environmental Cleanup
Tier 2 Grant Program"**

Gentlemen/Ladies:

The Orange County Transportation Authority invites proposals from qualified consultants to provide professional services for Authority's Renewed Measure M Environmental Cleanup Tier 2 Grant Program. The consultant shall provide overall project management, coordination, and supervision to facilitate the performance of the work in accordance with the requirement of the scope. The outline tasks to be accomplished, including completion schedule expectations are detailed in the Scope of Work.

The anticipated budget for these services is approximately, \$425,000.

Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on August 30, 2010.

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Venita M. Todd, Senior Contract Administrator**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Venita M. Todd, Senior Contract Administrator**

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

Firms interested in obtaining a copy of this Request For Proposals (RFP) 0-1613 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)

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

To receive all further information regarding this RFP 0-1613, 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):

Feasibility Studies
Environmental Consulting
Architectural & Engineering
Design Consulting
Geographic Information Systems
Consulting
Engineering - Environmental
Engineering - Chemical
Inspection Storage Tank Monitor
Land Surveying
Impact Studies - Environmental
Hazardous Waste Removal &
Disposal Services

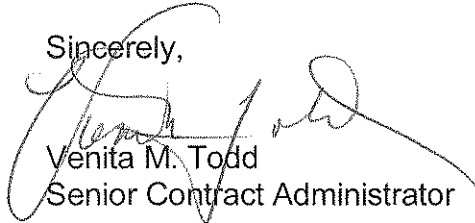
The Authority has established September 23, 2010 as the date to conduct interviews. All prospective Offeror's will be asked to keep this date available.

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Venita M. Todd", is written over the printed name and title. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Venita M. Todd
Senior Contract Administrator

SECTION I
INSTRUCTIONS TO OFFERORS

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

A pre-proposal conference will be held on August 5, 2010 at 9:00 a.m., at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103/104. 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. Offerors shall acknowledge receipt of addenda in their proposals.

D. AUTHORITY CONTACT

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

Venita M. Todd, Senior Contract Administrator.
Contracts Administration and Materials Management Department
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5427, Fax: 714.560.5792

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

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

2. Submitting Requests

- a. All questions must be put in writing and must be received by the Authority no later than 5:00 p.m., on August 18, 2010.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Courier: Contracts Administration and Materials Management Department, 600 South Main Street, 4th Floor, Orange, California 92868.
 - (3) Facsimile: The Authority's fax number is (714) 560-5792.
 - (4) E-Mail: Venita M. Todd, Senior Contract Administrator e-mail address is vtodd@octa.net.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, the Authority's interactive website, no later than August 24, 2010. Offerors may download responses from CAMM NET at www.octa.net/cammnet, or request responses be sent via U.S. Mail by e-mailing or faxing the request to Venita M. Todd, Senior Contract 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:

Category(s):

Professional Consulting

Commodity(s):

Feasibility Studies

Environmental Consulting

Architectural & Engineering

Design Consulting

Geographic Information Systems

Consulting

Professional Services

Engineering - Environmental
Engineering – Chemical
Inspection Storage Tank Monitor
Land Surveying
Impact Studies – Environmental
Hazardous Waste Removal &
Disposal Services

Inquiries received after 5:00 p.m. on August 18, 2010 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on August 30, 2010.

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

2. Address

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Venita M. Todd, Senior Contract Administrator**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
P.O. Box 14184
Orange, California 92863-1584
Attention: Venita M. Todd, Senior Contract Administrator**

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

3. Identification of Proposals

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

and address and clearly marked as follows:

"RFP 0-1613: Professional Services for Renewed Measure M Environmental Cleanup Tier 2 Grant Program"

4. Acceptance of Proposals

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

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

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

L. CONFLICT OF INTEREST

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

M. CODE OF CONDUCT

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.

N. PROHIBITION

The following restriction applies to this procurement: the firms or consultants including all subcontractors (at any tier), who have provided services on the Environmental Clean Up Allocation Scope of Work, as a prime contractor or as a subcontractor or joint venture partner, and/or any segment of this project may not propose for services for any segment of the project.

SECTION II

PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

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

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Venita M. Todd, Senior Contract Administrator and must, at a minimum, contain the following:

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

3. Technical Proposal

- a. **Qualifications, Related Experience and References of Offeror**

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

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

- (1) Provide education, experience, and applicable professional credentials of project staff.

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

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the Offerors ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a project schedule for completing the tasks in terms of elapsed weeks from the project commencement date.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.

- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

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

4. Cost and Price Proposal

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

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. As noted earlier in these instructions, firm-fixed-price (FFP). Offers priced on a time-and-expense basis may be especially penalized in the Authority's evaluation of the proposals received. It is anticipated that the Authority will issue a firm-fixed-price contract specifying firm-fixed-prices for individual tasks.

5. Appendices

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

B. FORMS

1. Party and Participant Disclosure Forms

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete and sign the Party and Participant Disclosure Forms provided in this RFP and submit as part of the proposal.

Offeror is required to submit only one copy of the completed form(s) as part of its proposal and it should be included in only the original proposal. The prime consultant and subcontractors must complete the form entitled "Party Disclosure Form". The form entitled "Participant Disclosure Form" must be completed by lobbyists or agents representing the prime consultant. Therefore, the prime consultant, subcontractors and agents will be required to report all campaign contributions from the proposal submittal date up and until the Board of Directors makes a selection, which is currently scheduled for November 22, 2010.

2. Status of Past and Present Contracts Form

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

SECTION III
EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

- 1. Qualifications of the Firm 15%**
Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 25%**
Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
- 3. Work Plan 30%**
Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of labor distribution among the tasks; ability to meet the project deadline; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price 30%**
Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of figures quoted; reasonableness of individual task budgets; basis on which prices are quoted (FFP).

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established September 23, 2010 as the date

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

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

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

C. AWARD

The Authority will evaluate the proposals received and will submit, with approval of the committee, the proposal considered to be the most advantageous to the Authority. The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK
Professional Support Services
for the
Renewed Measure M Environmental Cleanup Program's Tier 2 Grant Program

SECTION 1. PROJECT DESCRIPTION

The Orange County Transportation Authority's (OCTA) Environmental Cleanup Program (ECP) provides a 2 percent allocation of annual Renewed Measure M (M2) gross revenues to improve overall water quality in Orange County from transportation-related pollution.

The M2 Early Action Plan, approved by the OCTA's Board of Directors (Board) in August 2007, directed a priority be given to develop funding program guidelines and policies for the water quality component of M2. These funds are to be allocated on a countywide competitive basis to assist jurisdictions in meeting the Clean Water Act standards for controlling transportation-related pollution. Funds will be awarded to the highest-priority projects that improve water quality in streams, harbors, and other waterways that have a nexus to transportation-related pollution.¹

On October 22, 2007, the Board approved membership for the Environmental Cleanup Allocation Committee (ECAC) to advise on program design and funding recommendations for the ECP. The ECAC is represented by a broad cross section of the water quality community. The ECAC has discussed the development of early funding priorities for a Structural Treatment Best Management Practices (BMPs) Grant Program (Tier 2 Grant Program). The Tier 2 Grant Program would consist of funding purchases and installation of structural treatment BMPs on a regional and multi-jurisdictional level. Examples of potential structural treatment BMPs that may be funded include constructed wetlands, detention/infiltration basins, and bioswales.

In support of the Tier 2 Grant Program, the ECAC has proposed a Tier 2 Grant Program Planning Study (Study) to identify and categorize on a watershed basis; the most strategically effective areas (areas)² for implementation of structural treatment BMPs to reduce transportation-related impacts in Orange County.³ OCTA is seeking a consultant team with a full range of professional and technical skills required to fulfill and effectively integrate the tasks outlined in this Scope of Work (SOW). The selected consultant team shall have a demonstrated understanding and directly applicable experience in the

¹ Transportation-Pollution Nexus: A direct nexus (connection) to reduction of transportation-related pollution as developed and defined by the ECP in conformity with the M2 Ordinance. M2 funds will be awarded to the highest-priority projects that improve water quality in streams, harbors, and waterways that have a nexus to transportation-generated pollution. A connection or nexus between a proposed project and the environmental impact associated with transportation activities to a watershed must be demonstrated.

² Based on the geographic information system (GIS) analysis in Task 2, "strategically effective" means areas within Orange County watersheds that are identified as water quality impacted and demonstrate opportunities for mitigating the discharge of transportation-related water pollution.

³ There are eleven (11) watersheds in Orange County (see <http://www.ocwatersheds.com/watersheds.aspx>).

planning and management of structural treatment BMP placement, design, and construction as well as storm water regulatory experience. The Study's overall project objectives are to:

- Identify and categorize strategically effective areas (areas) and types of water quality mitigation.
- Assist in evaluating cost effectiveness of submitted projects for funding factors.
- Provide guidance for eligible agencies on required information for submittal of funding applications.
- Develop a plan to prioritize, schedule, and finance transportation-related water quality improvement projects.
- Assist in compliance with the Areawide Municipal Separate Storm Sewer System (MS4) permit and other water quality-related regulations that mandate addressing water quality on a watershed basis via Watershed Master Plans.
- Facilitate a multi-jurisdictional partnership for leveraging other funding grant opportunities.

PROPOSAL REQUIREMENTS

All proposals shall include a Project Management Plan (PMP) that describes all of the tasks to be completed in the SOW. OCTA's preference is to complete this SOW within a 12-month period; however, the Consultant should adequately address in the PMP the necessary time period to thoroughly complete all of the tasks. Submittals that do not include a PMP will be deemed incomplete.

As part of their proposal submittal, the Consultant shall review available GIS-based models that can be either used directly or revised to meet the project objectives of this program. Agencies, such as the U.S. Environmental Protection Agency (EPA) and the City and County of Los Angeles, have already developed or are in the process of developing watershed models that estimate runoff/pollutant loads and evaluate BMP performance; some of these models may be applicable to this project.⁴

The Consultant shall include the following information in their proposal:

- The specific model proposed for this project;
- Reasons for the selection; and
- A brief description that summarizes the model's technical architecture, including hardware; software; data format requirements; geographic and other data layers and data attributes; and model operation, including model inputs, processing rules and guidelines, and model outputs.

The PMP shall clearly identify the Consultant's project manager and team members. The PMP shall clearly define the roles of each project team member and their responsibilities, as well as procedures and processes that will be executed to ensure that the deliverables will result in the SOW being managed on time, within budget, with the highest degree of quality, and in a manner to ensure transparency, public trust, support, and confidence in the project.

The ECAC envisions this Study as an iterative process; therefore, the Consultant shall propose a process in the PMP that results in project deliverables that are consistent and in line with the ECAC's goals. Consultants that are selected for the short list shall discuss their approach (i.e., PMP strategy) during their proposal presentation for keeping the project on track while meeting the needs of OCTA, the ECAC, and the Ad Hoc Subcommittee, as well as responding to and informing these entities with information regarding project progression. The ECAC will designate an Ad Hoc Subcommittee to provide oversight

⁴ <http://www.epa.gov/waterscience/basins/>
<http://www.labmpmethod.org/>

and direction for the Consultant. The Ad Hoc Subcommittee will also serve as a liaison between the Consultant and the ECAC and will relay specific issues pertaining to this SOW to the ECAC and provide feedback regarding the Consultant's work products.

A detailed project budget and schedule, herein referenced to as the Project Master Schedule (PMS), shall be incorporated into the PMP. The PMS shall include activities, start dates, durations, product submittal dates, and relationships among work tasks.

The PMS shall be prepared using the Critical Path Method and shall be consistent with the tasks that have been presented herein. Inclusions of additional critical path items are to be added, as necessary. The PMS shall reflect the various levels of review for the draft and final documents. The PMS shall include:

- Project milestones;
- Review cycles for draft and final documents and intermediate project deliverables to OCTA staff and the ECAC; and
- Work items of agencies and other third parties that may affect or be affected by the Consultant's activities.

SECTION 2. SCOPE OF WORK

The SOW, which consists of five (5) tasks, is described below. The Consultant's proposal and PMP submittal shall include appropriate detail and supplemental information on how these tasks are to be completed, along with an estimated timeframe for completion.

Task 1. Project Management, Coordination, and Administration

Task 2. Identify and Categorize Strategically Effective Areas and Types of Water Quality Mitigation

Task 3. Draft Tier 2 Grant Program Funding Guidelines

Task 4. Tier 2 Project Evaluation Tool

Task 5. Draft and Final Tier 2 Grant Program Planning Study Report

Task 1: Project Management, Coordination, and Administration

Purpose: The purpose of this ongoing task is to coordinate and track the task schedules, reports, and milestones, and manage the critical path activities that must be completed as planned to maintain the project schedule.

Approach: Project Management, Coordination, and Administration activities required for this SOW are discussed in the following subsections. Deliverables are listed in the final subsection.

A kick-off meeting with OCTA and the Ad Hoc Subcommittee shall be held soon after the Notice to Proceed (NTP). The purpose of this meeting is for the Consultant to present their PMP, review project objectives and requirements, receive initial information from agencies, establish the communication plan and protocols, and address other issues, as necessary, to ensure successful project initiation. In conjunction with OCTA and the Ad Hoc Subcommittee, the Consultant shall lead all meetings to discuss progress, coordinate activities, obtain direction, exchange project information, and identify issues to be resolved.

The ECAC will deliberate on items of importance for recommendations to OCTA's Board of Directors; however, the Ad Hoc Subcommittee will be in place to focus on specific issues pertaining to this SOW and for feedback pertaining to the Consultant's work products. The Ad Hoc Subcommittee will meet on

a monthly basis and, if needed, will meet more frequently to meet the designated timeline for completion of this SOW.

The Consultant Project Manager shall communicate and coordinate in a timely manner all work and progress on the project with the OCTA Project Manager. Management, coordination, and administration for the project shall include, but is not limited to, the following:

- **Project Staffing**

- The Consultant Project Manager shall be responsible for the overall and daily management of the project for the Consultant team. The Consultant and Subconsultant staff identified in the proposal shall commit their time to the project as proposed in the Request for Proposal (RFP) response. The Consultant Project Manager shall ensure the timely and integrated production of all study work tasks. The Consultant Project Manager may be expected to make presentations concerning the project status and schedule to advisory groups and other parties.
- The Consultant Project Manager may be removed and replaced only with the written consent of the OCTA Project Manager. Due to the importance of consistent project management to the timely completion of the project, OCTA will consider the unauthorized removal of the Consultant Project Manager as grounds for termination of the contract. OCTA reserves the right to require the Consultant to remove and replace the Consultant Project Manager or any member of the Consultant/Subconsultant team from the project for cause.

- **Project Management**

- All work shall be completed in the time frame specified in the Consultant's proposal and agreed upon by OCTA after the NTP is provided. Upon receipt of the NTP, the Consultant Project Manager shall revise their PMP, including their detailed schedule that includes all of the tasks described in this SOW. The project schedule shall include all activities (by work task, whether performed by the Consultant team or by others), start dates, activity durations, product submittal dates, relationships among work tasks (including critical path items), and float time. The schedule shall account for interface with, and review by, OCTA and other study participants. The project budget and schedule will be reviewed and approved by the OCTA Project Manager and shall be regarded as the baseline against which project status and progress is measured and reported. The Consultant Project Manager shall prepare a detailed flow chart (Critical Path) for the project, including subtasks, as appropriate. The Consultant Project Manager shall be responsible for timely transmittal of the data and information to the project team, inclusive of OCTA, Ad Hoc Subcommittee, and Subconsultants in order to meet the deliverables per the project schedule.

- **Meetings**

- The types of meetings, their purpose, and associated deliverables are summarized in Table 1.

Table 1. Project Meeting Summary

Meeting Type	Purpose	Deliverables
Project	Review project status and progress, as well as resolve key issues and potential problems. Meetings will take place at OCTA offices, and attendees include the Consultant Project Manager, the OCTA Project Manager, and others as appropriate.	• Agenda. • Handouts, as appropriate. • Display Boards, as appropriate. • PowerPoint presentations, as appropriate. • Meeting Minutes – Prepared by the Project Manager for submittal, review, and concurrence by the OCTA Project Manager within 3 working days of the meeting. Shall include identification of an action plan and any schedule and/or budget revisions based upon content and outcome of the meeting.
OCTA, Ad Hoc Subcommittee and ECAC*	Provide SOW progress updates/presentations.	
Stakeholder	See Subtasks 2.1, 3.1, 4.3, and 5.3.	

* Approximately thirty OCTA, Ad Hoc Subcommittee, and ECAC meetings are anticipated, however; additional meetings may be required based on the Consultant's PMP and adherence to proposed PMS.

- **Progress Reports**
 - Monthly progress reports shall be in accordance with Article 5, Paragraph D in proposed agreement.
- **Invoices**
 - Monthly invoices shall be in accordance with Article 5, Paragraph C, and D in proposed agreement.
- **Schedules**
 - The project schedule will be updated monthly or as required. All scheduled tasks shall be updated to reflect the current percentage of project tasks completed. If the completion time for a significant work item does not fall within the time allowed by the original PMS, the sequence of work and/or duration shall be revised by the Consultant through concurrent operations, additional staffing, or overtime until the resultant schedule indicates that all significant project completion dates shall be met. If during the course of the work, the Consultant falls behind in the overall performance of the schedule, a Project Meeting will be held to determine the cause. If the cause is due to the Consultant's performance, payment may be withheld pending submittal of an action plan outlining the steps that will be taken to correct the identified delay(s).

- **Document Control**

The Consultant Project Manager shall develop a document control system to manage the following project documents and others, as required:

- Primary and secondary data sources
- Contract and financial control documents
- Correspondence
- Memoranda
- Study documents
- Technical memoranda
- Working papers
- Draft and final reports
- Review comments on products
- Computer-based information
- Graphics
- Handouts
- Maps
- Meeting minutes
- Photographs
- Miscellaneous

Deliverables:

- Revised PMP attendance at a minimum of thirty (30) meetings associated with OCTA staff, ECAC, and their respective Ad Hoc Subcommittee.
- Preparation of Agenda and Meeting Minutes for Project, ECAC and Ad Hoc Subcommittee, and Stakeholder Meetings. Includes distribution of minutes to committee members, as needed.
- Monthly progress reports.
- Monthly invoices.
- Project schedule updated monthly or as required.
- Graphics and presentation aids (e.g., computer and projector) required for all meetings.
- Preparation of supporting materials (e.g., display boards, handouts) for Stakeholder Meetings, as necessary.
- Document control system organized on a CD.
- Meeting Minutes, Handouts, Agenda, Reports, and other text-based documents shall be provided in electronic form (MS Word 2002).
- All electronic data produced for this task shall be provided on CD or DVD, as appropriate.
- Presentations shall be provided in electronic form (MS PowerPoint 2002).

Task 2. Identify and Categorize Strategically Effective Areas and Types of Water Quality Mitigation

Purpose: To provide, set up, and utilize a GIS application to identify and categorize the most strategically effective areas on a watershed basis to reduce road/freeway runoff impacts. The application shall be designed such that it provides the following outputs:

- Identifies and categorizes on a watershed basis, areas that are impacted by transportation-related pollution
- Identifies the type of water quality impact (e.g., metals, sediment, nutrients) for each area

- Evaluates structural treatment BMPs that provide the most effective treatment for each area and provides a relative cost estimate based on order of magnitude or costs normalized on a dollar per acre or a dollar per cubic foot of storage basis
- Displays initial results from a 2009 countywide survey⁵ and how their proximity relates to the areas that are impacted by transportation-related pollution

Approach: For implementation of the GIS application, the Consultant shall provide a list of all required data, as well as a description of the required data and their potential sources. To identify and categorize the areas, the ECAC has determined that the following spatial data may be required:

- Drainage Network (Storm Drains)
- % Imperviousness Land Area
- Soil Type
- Locations of Threatened or Endangered Species/Habitat
- 303(d) Listed Waterbodies⁶
- Mass Emission Data from Dry Weather Runoff Monitoring Stations
- Index of Biological Integrity Data
- Contaminated Groundwater
- Contaminated Soil
- Brownfields
- Right-of-Way
- Established Total Maximum Daily Loads for Waterbodies
- Drinking Water Wells
- Groundwater Basins
- Groundwater Depth
- Utility Locations (Sewer, Gas, Reclaimed Water Storage, Distribution Systems)
- Watershed Boundaries
- City Boundaries
- Receiving Waters

The Consultant is not limited to using only the datasets listed above. Based on their selection of a GIS application, the Consultant shall review the datasets and determine their applicability and identify additional datasets that may be required to delineate appropriate sized catchment areas. Any data gaps that are identified shall be acquired and accounted for such that all data are incorporated in the GIS application.

The Consultant shall prepare a Technical Memorandum presenting their selection of data sets required for development of the GIS application. In the Technical Memorandum, the Consultant shall list all of the required datasets as well as a description of their potential sources. This list shall be submitted to OCTA and the Ad Hoc Subcommittee for review and approval before proceeding with data compilation.

Upon direction from the Ad Hoc Subcommittee, the Consultant shall obtain all of the geographic and attribute data necessary to implement the application and shall incorporate the data into the

⁵ In late 2009, ECAC conducted a countywide survey to evaluate potential Tier 2 projects that may be proposed. Approximately 62 results were received to assist ECAC in determining funding needs.

⁶ Waterbodies listed for pollutants of concern, which includes pollutants associated with highway runoff (e.g., total and dissolved copper, lead, and zinc; and sediment, pesticides, pathogens, phosphorus, nitrogen, trash, petroleum hydrocarbons, herbicides, and general metals).

application's framework for use on the project. The Consultant shall then execute the GIS application to obtain the required application outputs. For the initial map(s), the county boundary, watershed boundaries, 2009 survey results, and strategically effective areas, along with the recommended structural treatment BMPs should be displayed. The initial map(s) shall display a range of structural BMPs recommended for the particular area based on the water quality impact (e.g., metals, sediment, nutrients). Hard-copy versions of the initial map(s) shall be accompanied with a supplemental sheet that lists the recommended structural BMPs as well as sufficient information on why specific BMPs were recommended. It should be noted that all recommended structural BMPs must be proven technology with documentation provided that shows how a particular structural BMP is proven to be effective at removing transportation-related pollution. Structural BMPs with proven technology for removing transportation-related pollutants are identified in the Caltrans Storm Water Quality Handbook: Project Planning and Design Guide (PPDG, July 2010).

The Consultant shall provide all of the data to OCTA in an ESRI GIS-compatible format, such as shapefile or personal geodatabase (ACCESS), in the following projection and coordinate system: California Coordinate System, Stateplane, Zone VI, NAD 83, units = feet.

The selected GIS application shall be compatible with OCTA's GIS and shall be based on ESRI's ArcGIS version 9.x or v10 platform. The GIS application must execute using OCTA's existing software licenses and computing infrastructure.

In a second Technical Memorandum, the Consultant shall provide information that describes the specific model or application they will utilize for this project, the reason for the selection, and a brief description that summarizes the GIS application's technical architecture, including hardware, software, and data format requirements; geographic and other data layers and data attributes; and model operation, including model inputs, processing rules and guidelines, and model outputs.

The Technical Memorandum shall also document the GIS application installation, operation, and maintenance procedures so that it may be used in the future without outside support.

Subtask 2.1 Stakeholder Meetings

Purpose: To keep all interested Stakeholders informed on progress of the Tier 2 Grant Program.

Approach: The Consultant shall be responsible for coordinating up to four (4) meetings⁷ for stakeholders such as OCTA's Technical Advisory Committee, Orange County National Pollutant Discharge Elimination System (NPDES) Permittees, OCTA's T2020 Committee, and OCTA's Board of Directors. For these meetings, the Consultant shall prepare and make presentations on the progress of the Tier 2 Grant Program, solicit feedback from the Stakeholders on any questions or concerns they may have regarding the Tier 2 Program's progress, and document comments received from the Stakeholders.

Prior to the Stakeholder Meetings, the Consultant shall develop a Proposed Project Form in conjunction with a cover letter, which is to be sent to designated Stakeholders.⁸ The purpose of the Proposed Project Form is to solicit input from the stakeholders and obtain information regarding potential projects of interest for funding.⁹ During the meetings, the Consultant shall discuss the intent of the Tier 2 Grant

⁷ Additional Stakeholder meetings may be required.

⁸ Assume 200 surveys to be delivered via first-class mail.

⁹ In late 2009, ECAC conducted a countywide survey to evaluate potential Tier 2 projects that may be proposed. Approximately 62 results were received to assist ECAC in determining funding needs.

Program and provide information on the GIS application, as well as the strategically effective areas for water quality mitigation that were identified and categorized. The Consultant shall summarize the comments received from the Stakeholders in the Meeting Minutes and in a Meeting Summary Memorandum that shall be organized as a response to comments matrix.

OCTA staff will have primary responsibility for public outreach and coordination. Specifically, OCTA will notify interested parties and present information about the Tier 2 Grant Program. Any information received by OCTA will be submitted to the Consultant. The Consultant shall summarize this information into Meeting Summary Memoranda, as appropriate, and include information regarding OCTA's public outreach efforts and information received in the Draft and Final Tier 2 Grant Program Planning Study Report described in Task 5.

Deliverables:

- Presentations at up to four (4) Stakeholder Meetings.
- GIS application, configured and running using the qualified datasets
- Delineation of appropriate sized catchment areas
- Qualified GIS application datasets in a GIS-compatible format, such as shapefile (i.e., .shp file) or geodatabase (i.e., .mdb file or .gdb file) and in the following projection and coordinate system: California Coordinate System, Stateplane, Zone VI, NAD 83, units = feet. All datasets shall include metadata.
- Technical Memorandum describing the Consultant's recommendations for the required datasets and their potential sources for the GIS application.
- Technical Memorandum documenting application installation, operation, and maintenance procedures.
- GIS map layouts (i.e., .mxd file) that identify and categorize on a watershed basis the strategically effective areas for water quality mitigation, inclusive of the 2009 survey results, updated potential projects that are received from the Stakeholder Meetings, and structural treatment BMP(s) that are best suited for each site based on the pollutant(s) associated with each strategically effective area.
- Develop and deliver via First Class U.S. Mail a Proposed Project Form to all Stakeholders (assume 200 Stakeholders).
- Evaluate the applicability and initial recommendations on the types of BMPs that are best suited for each strategically effective area.
- Deliver PowerPoint presentations for the initial and follow-up Stakeholder Meetings.
- Provide documentation that references a recommended BMP's effectiveness for each area indicated on the initial map(s).
- Meeting Summary Memoranda.
- Preparation of Agenda and Meeting Minutes:
- Graphics and presentation aids (e.g., computer and projector) required for all meetings.
- Preparation of supporting materials (e.g., display boards, handouts), as necessary.
- Meeting Minutes, Agenda, Technical Memoranda, Meeting Summary Memoranda, and other text-based documents shall be provided in electronic form (MS Word 2002).
- All electronic data produced for this task shall be provided on CD.
 - Presentations shall be provided in electronic form (MS PowerPoint 2002).

Task 3. Draft Tier 2 Grant Program Funding Guidelines

Purpose: To develop Tier 2 Grant Program Funding Guidelines (Guidelines). The Guidelines will be used by eligible local agencies to assist them with their funding requests for their Tier 2 Project application submittal.

Approach: The Guidelines will be drafted using the same format as the Tier 1 Grant Program Funding Guidelines, which are organized by program prerequisites, program requirements, and reimbursement process/reporting requirements (see Attachment A); therefore, it is anticipated that the Tier 2 Guidelines will only require minor revisions. Specifically, the major effort associated with developing the Guidelines will be drafting the program requirements and Tier 2 Grant Program Competitive Scoring Criteria to evaluate potential proposals. The final version of the Tier 2 Grant Program Funding Guidelines will be provided as an appendix in the draft and final Tier 2 Grant Program Planning Study Report (see Task 5).

The program requirements associated with the Guidelines include, but are not limited to, the following:

Funding Allocations and Restrictions

- Eligible and ineligible expenditures
- Administrative costs limits
- Local match percentage, including ability to leverage other funds
- Maximum project funding
- Maximum funding by phase

Competitive Grant Process

- Call period
- Grant submittal requirements
- Evaluation process for proposals and competitive scoring criteria
- Proposal budgetary submittals
- Maintenance of effort
- Process for technical evaluation review

The Consultant shall develop a Tier 2 Competitive Scoring Criteria as part of the Guidelines. This Scoring Criteria will be used to evaluate projects based on available funding. An example of criteria that may be applicable to this tool includes, but is not limited to:

- Transportation-Pollution Nexus;
- Pollutant Load;
- Cost Effectiveness;
- Right-of-Way Requirements; and
- Effective Treatment Area of Proposed Project.

The Consultant shall work with OCTA and the Ad Hoc Subcommittee and provide direction on the type of criteria, its prioritization, and appropriate weighting values in formulating the Scoring Criteria.

Task 3.1 Stakeholder Meetings

Purpose: To keep all interested Stakeholders informed on progress of the Tier 2 Grant Program.

Approach: The Consultant shall prepare and make up to two (2) presentations¹⁰ on the Tier 2 Grant Program to designated Stakeholders. The purpose of these meetings is to identify and discuss potential issues and ensure that their issues will be addressed in the design and content of the Guidelines and to present any changes that were implemented based on the Stakeholder's comments that were documented during the Task 2 meetings.

During the meeting, the Consultant shall present the program requirements associated with the Guidelines and obtain feedback. In addition, the Consultant shall solicit input from the stakeholders and obtain any additional information regarding potential projects of interest for funding. The Consultant shall summarize and document comments received from the Stakeholders in the Meeting Minutes and in a Meeting Summary Memorandum that is organized as a response to comments matrix.

Deliverables:

- Presentations at up to two (2) Stakeholder Meetings.
- Draft Tier 2 Grant Program Funding Guidelines, inclusive of a Competitive Scoring Criteria
- Develop and deliver PowerPoint presentations for initial and follow-up meetings with Stakeholders.
- Meeting Summary Memoranda
- Preparation of Agenda and Meeting Minutes.
- Graphics and presentation aids (e.g., computer and projector) required for all meetings.
- Preparation of supporting materials (e.g., display boards, handouts), as necessary.
- Meeting Minutes, Agenda, Funding Guidelines, Meeting Summary Memoranda, and all other text-based documents shall be provided in electronic form (MS Word 2002).
- All electronic data produced for this task shall be provided on CD.
- Presentations shall be provided in electronic form (MS PowerPoint 2002).

Task 4. Tier 2 Project Evaluation Tool

Purpose: To develop an evaluation tool that will allow OCTA to effectively evaluate and monitor Tier 2 projects in a cost-effective manner, while minimizing subjective factors.

Approach: The Consultant will complete Task 4 by executing a series of three separate subtasks, as described below.

Subtask 4.1 OC Fund Tracker

Purpose: Using OCTA's funding application system (i.e., OC Fund Tracker), integrate the Tier 2 Competitive Scoring Criteria and the Tier 2 Funding Guideline submittal information and evaluate the system's output.

Approach: The Consultant shall assist OCTA's Fund Tracker Consultant with integration of the Tier 2 Competitive Scoring Criteria and the Tier 2 Funding Guideline submittal information into the OC Fund Tracker system. The OC Fund Tracker is designed to document and evaluate projects based on available funding. The desired output is a listing of projects ranked based on available funding. The OC Fund Tracker system is also designed to manage the funding allocation to awarded projects.

¹⁰ Additional Stakeholder meetings may be required.

After the Tier 2 Funding Guideline and the Competitive Scoring Criteria has been integrated into the OC Fund Tracker system. The Consultant shall assist OCTA's Fund Tracker Consultant in evaluating the Fund Tracker output, as well as the system's capability to monitor the progress of the project. Based on this initial output, the Consultant shall assist OCTA and the Ad Hoc Subcommittee to determine the final parameters that will be integrated into the OC Fund Tracker system.

Subtask 4.2 Survey Results List and Map

Purpose: To incorporate the countywide survey results that were solicited by the ECAC into the GIS application and generate maps that display the survey results and the strategically effective areas that were identified and categorized under Task 2.

Approach: Under Subtask 4.2, the Consultant shall update the survey results with additional information provided by the Stakeholders. The updated survey results shall also be incorporated into the GIS application. The Consultant shall then execute the GIS application and generate revised maps that display the updated survey results along with the strategically effective areas that were identified and categorized under Task 2.

Subtask 4.3 Stakeholder Meetings

Purpose: To keep all interested Stakeholders informed on progress of the Tier 2 Grant Program.

Approach: The Consultant shall prepare and make up to two (2) presentations¹¹ on the Tier 2 Grant Program to the designated Stakeholders. The purpose of these meetings is to update the Stakeholders on the progress of the Tier 2 Grant Program.

During the Stakeholder Meetings, the Consultant shall present an update on the Draft Tier 2 Grant Program Funding Guidelines based on the Stakeholder's comments documented during the Task 3 Meeting, provide an update on the progress of the Tier 2 Grant Program, discuss the Tier 2 Competitive Scoring Criteria, present the revised map that displays the locations of the updated survey results and the strategically effective areas, and provide information on the design of the OC Fund Tracker System. During the Stakeholder Meeting, the Consultant shall summarize and document input received from the Stakeholders in the Meeting Minutes and in a Meeting Summary Memorandum that is organized as a response to comments matrix.

Deliverables:

- Presentations at up to two (2) Stakeholder Meetings.
- Tier 2 Competitive Scoring Criteria that will be incorporated into OCTA's Fund Tracker System
- Updated Survey Results List.
- GIS map layouts (i.e., .mxd file) that display strategically effective areas and the updated survey results.
- Develop and deliver PowerPoint presentations for initial and follow-up meetings with Stakeholders.
- Meeting Minutes
- Meeting Summary Memoranda
- Preparation of Agenda and Meeting Minutes.
- Graphics and presentation aids (e.g., computer and projector) required for all meetings.
- Preparation of supporting materials (e.g., display boards, handouts), as necessary

¹¹ Additional Stakeholder meetings may be required.

- Meeting Minutes, Agenda, Meeting Summary Memoranda, and other text-based documents shall be provided in electronic form (MS Word 2002).
- All electronic data produced for this task shall be provided on CD.
- Presentations shall be provided in electronic form (MS PowerPoint 2002).

Task 5. Draft and Final Tier 2 Grant Program Planning Study Report

Subtask 5.1 Draft Tier 2 Grant Program Planning Study Report

Purpose: To summarize the results of Tasks 1 through 4 in a comprehensive report.

Approach: Consultant shall develop and submit the Draft Tier 2 Grant Program Planning Study Report. This report shall summarize the results of Tasks 1 through 4, including a summary of the:

- GIS Application
- Strategically Effective Areas
- Final Tier 2 Grant Program Funding Guidelines
- Tier 2 Competitive Scoring Criteria/OC Fund Tracker System
- Stakeholder Meeting Summaries
- OCTA's Public Outreach Efforts
- 2009 Countywide Survey Results and updated proposed projects that were received. Information shall be summarized in lists and maps

Subtask 5.2 GIS Application User's Manual and Training Session

Purpose: To ensure that future users of the GIS application feel comfortable with all facets of GIS application operation (i.e., data management, data input, GIS application execution, and GIS application outputs).

Approach: As the Tier 2 Grant Program progresses, OCTA, Stakeholders, and representatives from other agencies will need to use the GIS application to determine how future projects relate to the strategically effective areas identified and categorized for water quality mitigation. With submittal of the GIS application, the Consultant shall provide a User's Manual that provides detailed instructions for management of source data and operation of the application. The User's Manual shall be provided as an Appendix within the Tier 2 Grant Program Planning Study Report. In addition, the Consultant shall provide two (2) 4-hour training sessions to interested people in-person or via Web conference. The goal of the training session is to ensure that users of the GIS application feel comfortable with all facets of operation (i.e., input, extract, and manage data).

Subtask 5.3 Stakeholder Meetings

Purpose: To keep all interested Stakeholders informed on progress of the Tier 2 Grant Program.

Approach: In a series of four (4) meetings¹², the Consultant shall prepare and make presentations on the Tier 2 Grant Program to designated Stakeholders. The purpose of these meetings is to update the Stakeholders on the progress of the Tier 2 Grant Program.

¹² Additional Stakeholder meetings may be required.

During the meeting, the Consultant shall present an update on the Tier 2 Grant Program based on comments received from the Stakeholders during the Task 4 Meeting and provide an update on the Draft Tier 2 Grant Program Planning Study Report.

The Consultant shall summarize and document input received from the Stakeholders in the Meeting Minutes and in a Meeting Summary Memorandum that is organized as a response to comments matrix.

Deliverables:

- Presentations at up to four (4) Stakeholder Meetings.
- Draft Tier 2 Grant Program Planning Study Report
- Draft GIS application User's Manual
- Two (2) 4-hour GIS application training sessions
- Develop and deliver PowerPoint presentations for initial and follow-up meetings with Stakeholders
- Meeting Summary Memoranda
- Preparation of Agenda and Meeting Minutes
- Graphics and presentation aids (e.g., computer and projector) required for all meetings
- Preparation of supporting materials (e.g., display boards, handouts), as necessary
- Meeting Minutes, Agenda, Meeting Summary Memoranda, Reports, and other text-based documents shall be provided in electronic form (MS Word 2002)
- All electronic data produced for this task shall be provided on CD
- Presentations shall be provided in electronic form (MS PowerPoint 2002)

Subtask 5.4 Final Tier 2 Grant Program Planning Study

The Consultant shall submit the Final Tier 2 Grant Program Planning Study Report and the Final version of the GIS application. The final report and GIS application will incorporate comments from the draft deliverables associated with Subtask 5.1.

Deliverable:

- Final Tier 2 Grant Program Planning Study Report.
50 bound paper copies; and
10 CDs.
- Final GIS application, configured and running using the qualified datasets.
- Final qualified GIS application datasets in a GIS-compatible format, such as shapefile (i.e., .shp file) or geodatabase (i.e., .mdb file or .gdb file) and in the following projection and coordinate system: California Coordinate System, Stateplane, Zone VI, NAD 83, units = feet. All datasets shall include metadata.
- Final GIS application tool User's Manual.
- All electronic data produced for this task shall be provided on CD.
- Reports shall be provided in electronic form (MS Word 2002).

**ORANGE COUNTY TRANSPORTATION AUTHORITY
MEASURE M2 ENVIRONMENTAL CLEANUP PROGRAM
FUNDING GUIDELINES
TIER 1 GRANT PROGRAM**

**Adopted by OCTA Board of Directors on
May 24, 2010**

PREFACE

Every day, millions of gallons of pollution, litter, and contamination wash off streets, roads and freeways and drain into Orange County waterways and beaches. Recognizing the impact associated with water quality degradation associated from transportation-generated pollution, Orange County voters approved the renewal of Measure M (M2) on November 7, 2006, which included a water quality funding component. The water quality funding program, formally called the Environmental Cleanup Program (ECP) is dedicated to fund projects on a countywide, competitive basis. These M2 funds will be awarded to meet federal Clean Water Act standards as well as California mandates for controlling transportation-generated pollution by funding recognized structural best management practices (BMPs).

As mandated in the Orange County Local Transportation Authority Ordinance No. 3, dated July 24, 2006, a 14-member Allocation Committee was formed to develop and recommend a competitive grant process for the allocation of M2 funds. The Allocation Committee is represented by a broad cross-section of the water quality community from the county, cities, water/wastewater public entities, academia, private/nonprofit environmental community, the California Department of Transportation, and the Regional Water Quality Control Boards.

The Tier 1 Grant Program is designed to mitigate the more visible forms of pollutants, such as litter and debris that collects on roadways and in catch basins prior to being deposited in waterways and the ocean. As indicated by surveys that were disseminated to all the cities within Orange County, more than 90 percent of the cities indicated interest in applying for a catch basin related funding program. It was also indicated from the surveys that less than 10 percent of catch basins in Orange County have some type of device to screen trash and debris.

The Tier 1 Grant Program consists of funding for equipment purchases and upgrades to existing catch basins for related BMPs such as screens, filters, inserts, and other "street-scale" low flow diversion projects. Funding is anticipated to begin in summer 2011 on a pay-as-you-go basis with up to \$19.5 million allocated through FY 2017-18. The magnitude of these localized projects may vary depending on the jurisdiction's need, but can be completed in a single year or sooner.

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APPENDICIES

Appendix A – ORANGE COUNTY TRANSPORTATION AUTHORITY ORDINANCE No.
3

Appendix B – PROGRAM PREREQUISITES CHECKLIST
ELIGIBILITY REQUIREMENT CERTIFICATION

Appendix C – PROPOSAL BUDGETARY SUBMITTALS

Appendix D – TIER 1 COMPETITIVE SCORING CRITERIA

DEFINITIONS

303(d) Listed Waterbody - An impaired or threatened waterbody that is listed in accordance with Section 303(d) of the Clean Water Act. A waterbody is considered impaired if it does not attain water quality standards. Standards may be violated due to an individual pollutant, multiple pollutants, thermal pollution, or an unknown cause of impairment. A waterbody is considered threatened if it currently attains water quality standards, but is predicted to violate standards by the time the next 303(d) list is submitted to EPA. The 303(d) list is a comprehensive public accounting of all impaired or threatened waterbodies, regardless of the cause or source of the impairment or threat.

Allocation Committee – A committee formed by OCTA to make recommendations to the OCTA Board of Directors on the allocation of funds for water quality improvements.

Agreements – Agreements between eligible jurisdictions, agencies, and/or other parties that are jointly requesting a Tier 1 Program Grant, which defines the roles and responsibilities of each party.

Capital Improvement Program (CIP) – A multi-year funding plan to implement capital projects for water quality improvement projects that have a transportation pollution nexus. For this program, the Water Quality CIP will be developed by OCTA as a dynamic and evolving list of identified qualifying projects for which applications are submitted for funding.

Competitive Scoring Criteria – The set of scoring requirements used to select a project based on available funding

Eligible Jurisdiction – A city in Orange County or the County of Orange, which satisfies the requirements of Attachment B, Section III A of the M2 Ordinance.

Environmental Cleanup Program (ECP) – The program that ensures M2 funds will be used on a countywide, competitive basis to meet federal Clean Water Act standards for controlling transportation-generated pollution by funding nationally recognized BMPs.

In-Kind Services – Services, such as administrative support, performed in lieu of money.

Lead Agency – The eligible jurisdictions, which consist of all Orange County cities and the County of Orange, which are the single point of contact with OCTA and are solely responsible for planning, managing, and accounting for project expenditures using M2 funds.

Maintenance of Effort – Monies spent to sustain existing programs.

Matching Funds – Funds or other resources supplied in an amount equivalent to a designated percentage of the grant. These can include appropriated funds, other grants, and labor.

M2 Ordinance – Ordinance No. 3, Renewed Measure M Transportation Ordinance and Investment Plan dated July 24, 2006 is a 30-year, \$11.8 billion program designed to reduce traffic congestion, strengthen our economy and improve our quality of life by upgrading key freeways, fixing major freeway interchanges, maintaining streets and roads, synchronizing traffic signals countywide, building a visionary rail-transit system, and protecting our environment from transportation generated pollution that impairs Orange County waterways and beaches.

Performance Metrics – A method to access water quality benefits provided by M2 funded projects and programs.

Program Prerequisites – The minimum requirements established by OCTA that eligible jurisdictions must meet to compete for Tier 1 Program Grants.

Structural BMPs – BMPs that are permanent water quality controls used to remove pollutants from storm water runoff. These controls are used to meet regulatory requirements and are considered for projects discharging directly or indirectly to receiving waters. The following BMPs are examples and not all inclusive: traction sand traps, infiltration devices, detention devices, biofiltration systems, dry weather flow diversion, media filters, wet basins, and gross solids removal devices.

Third Parties – Parties, which may include but are not limited to water districts, special districts, sanitation districts, environmental resource organizations, and 501c nonprofit institutions.

Tier 1 Grant Program – The Tier 1 program consists of funding purchases and upgrades to existing catch basins with BMPs, such as: screens, filters, inserts, and other “street-scale” low flow diversion projects. The magnitude of these projects may vary depending on the jurisdiction’s need, but generally are less than \$500,000, can be completed in a single-year, and are localized.

Transportation-Pollution Nexus – A direct nexus (connection) to mitigate transportation-related pollution as developed and defined by the Allocation Committee in conformity with the M2 Ordinance.

Watershed Management Plan Areas – Areas that have been or are being established by the County of Orange, in cooperation with local jurisdictions, or by another public entity with appropriate legal authority for the planning and managing of watershed restoration, including mitigating the discharge of non-point source pollutants.

The purpose of this guideline is to establish the process and criteria for the implementation of the M2 Environmental Cleanup Program (ECP) by OCTA as presented in the Orange County Local Transportation Authority Ordinance No. 3 dated July 24, 2006. A brief background on the ECP and information pertaining to the prerequisites, program requirements, reimbursement process, and reporting are described below.

BACKGROUND

As approved by Orange County voters, the renewal of M2, a half-cent local transportation sales tax approved on November 7, 2006, provides funding for the ECP. Pursuant to the Orange County Local Transportation Authority Ordinance No. 3 (), 2 percent of the gross M2 revenue will be dedicated to protecting Orange County beaches and waterways from the conveyance of urban runoff associated with transportation-generated pollution.

The goal of the ECP is to fund projects on a countywide, competitive basis. This will assist OCTA in reducing transportation-related water quality pollution by meeting Clean Water Act standards for local waterways and beaches. OCTA plans to meet this goal by funding nationally recognized BMPs, such as catch basins with state-of-the-art filtration systems, bioswales, and other BMPs that filter pollutant-laden runoff from streets, roads, and highways.

As authorized by the M2 Ordinance, an Allocation Committee, represented by a broad cross-section of the water quality community; was established. The function of the Allocation Committee is to provide guidance on the ECP design and funding recommendations.

The evaluation of proposals will be done on a competitive basis; involving the review of submittals and selecting those that best conform to the goals and guidelines of the ECP. Funding consideration will be given to those eligible jurisdictions that have qualifying projects that are cost-effective, demonstrate an understanding of controlling transportation-related pollution, and have indicated a metric for assessing (measurable) improvements in water quality.

As stated in the M2 Ordinance¹, implementation of the ECP must comply with the following:

- Development of a comprehensive countywide capital improvement program for transportation related water quality improvements.

¹ Attachment A, (Page 27)

- A competitive grant process to award funds to the highest priority, most cost-effective projects.
- A matching requirement to leverage other federal, state, and local funds for water quality improvements.
- A maintenance of effort requirement to ensure that funds augment, not replace existing water quality programs.
- Annual reporting on actual expenditures and an assessment of the water quality benefits provided
- A strict limit on administrative costs and a requirement to spend funds within three years of receipt.
- Penalties for misuse of any of the M2 funds.

This guideline provides procedures necessary for eligible jurisdictions to apply for M2 funding of water quality improvement projects tied to a transportation pollution nexus through a simplified and consistent process. **Section 1** describes the prerequisites for participation and OCTA's requirements to operate the ECP. **Section 2** provides proposal submittal requirements and evaluation criteria for the Tier 1 Grant Program. **Section 3** presents reimbursement and reporting requirements for eligible jurisdictions that are awarded a Tier 1 Program Grant.

1.0 PROGRAM PREREQUISITES

Prerequisites have been developed to ensure a fair and accurate award of M2 funds that all applicants must meet to be considered for award of a Tier 1 Program Grant. The prerequisites for the ECP are:

- **Eligible Jurisdiction** – Attachment B, Section III.A of the M2 Ordinance defines eligibility requirements to receive net revenues for ECP projects from OCTA. Only eligible jurisdictions may submit grant applications.
- **Maintenance of Effort** – As stated in the M2 Ordinance², “Each jurisdiction is hereby required to annually maintain as a minimum no less than the maintenance of effort amount of local discretionary funds required to be expended by the jurisdiction for local street and road purposes...”
- **Performance Metrics** – As specified in the M2 Ordinance³, the ECP should have “a method to access the water quality benefits provided by completed project and programs.” A suitable performance metric(s) should be utilized to

² Section 6 (Page 3)

³ Attachment B, Section 7 B.2.d, (Page B-18)

ensure that public funds are adequately spent pursuant to the M2 Ordinance and as governed by the M2 Taxpayers Oversight Committee.

- **Matching Funds Requirements** – All proposed projects must have a local source of funding equal to or exceeding 25 percent of the project's estimated costs. These funds may be from sources other than the jurisdiction's discretionary accounts and may include other competitive funding (grant) programs.
- **Transportation Pollution Nexus** – The proposed project must demonstrate a direct nexus (connection) to a reduction of transportation-related pollution as developed and defined by the ECP in conformity with the M2 Ordinance.
- **Agreements** – If multiple eligible jurisdictions or jurisdictions with third parties are applying for a grant, there must be an agreement that complies with the M2 Ordinance if funding is awarded. For submission of a grant application, a preliminary agreement can be submitted.
- **Capital Improvement Program Policies** – OCTA will develop a CIP to prioritize projects for funding. This will be a dynamic document that will change as new projects are identified by eligible jurisdictions. Eligible projects will be approved for inclusion in the CIP, which will grow and develop as the program evolves over time.

1.1 Eligible Jurisdiction

Applications can only be accepted from an eligible jurisdiction. As stated in the M2 Ordinance⁴, "[An] Eligible Jurisdiction [is] a city in Orange County or the County of Orange, which satisfies the requirements of Section III A." These annual requirements are also listed in Appendix B – Program Prerequisites Checklist. These eligibility requirements are part of the application process for funding under the Comprehensive Transportation Programs (CTP).

1.1.1 Purpose

The purpose of these requirements is not to discourage participation from third parties such as water pollution control agencies, environmental resource organizations, and non-profit 501(c) environmental institutions, but to enable eligible jurisdictions to work with qualified third parties to meet their goals. In addition, OCTA established eligibility requirements to ensure that improvements are consistent with regional plans.

⁴ Attachment B, Section 1.D, (Page B-1)

1.1.2 Requirement

Eligibility determination for M2 funds will be required at the time that the funding application is submitted for consideration. Appeals related to eligibility may be made to the OCTA's Board of Directors on issues that cannot be resolved by the applicant and OCTA's staff. An appeal can be filed by submitting a brief written statement of the fact and circumstances to OCTA's staff. An appeal should provide a detailed explanation of why the applicant's eligibility satisfies the requirement.

1.2 Maintenance of Effort

M2 funding for the ECP may be used for water quality improvements related to both existing and new transportation infrastructure, including capital and operations improvements.

1.2.1 Purpose

A maintenance of effort is required to ensure that M2 funds are not used to supplant existing efforts of eligible jurisdictions.

1.2.2 Requirement

Lead Agencies must submit a statement to certify that funds will not be used for operations and maintenance of any existing programs or projects. Operations and maintenance expenses may be considered as a part of the agency's required matching contribution, which is further discussed in the matching funding requirement section in Section 1.4 and Section 2.2.2

1.3 Performance Metrics

As specified in the M2 Ordinance⁵, the ECP should have "a method to access the water quality benefits provided by completed projects and programs."

1.3.1 Purpose

Performance metrics are required to ensure that M2 funds are adequately spent and utilized to obtain water quality benefits that can be properly evaluated pursuant to the M2 Ordinance and as governed by the M2 Taxpayers Oversight Committee.

1.3.2 Requirement

Lead Agencies are responsible to derive a suitable BMP performance metric(s) to assess water quality benefits provided by proposed M2 funded projects.

⁵ Attachment B, Section 7 B.2.d (Page B-18)

1.4 Matching Funds Requirements

Lead Agencies are required to contribute a minimum of 25 percent matching funds for all ECP funded projects. These matching funds can be provided in cash and in-kind contributions. Expenditures, such as project management labor and administrative support for the operation and maintenance of ECP funded capital projects may be used towards the matching funds requirements. Funding from outside sources, such as water quality improvement and/or other grants administered by state and federal agencies, may also be used towards the matching fund requirement.

1.4.1 Purpose

The purpose of the matching fund requirement is to encourage agencies to maximize the productivity of M2 funds.

1.4.2 Requirement

A minimum match of 25 percent of the total project costs must be documented by the eligible jurisdiction applying for the grant funding. The ECP is a competitive grant program that shall give priority to cost-effective projects and programs that offers opportunities to leverage other funds for maximum benefits. This will include a description of sources of cash (i.e., city appropriations or funding from other grants), a description and documentation of in-kind services and cost. In-kind services for administrative and project management support cannot exceed the administrative cost limitation presented in Section 2.1.1 Lead Agency Administrative Costs for satisfying the matching funds requirement.

1.5 Transportation Pollution Nexus

The M2 funds will be awarded to the highest priority projects that improve water quality in streams, harbors, and waterways that have a nexus to transportation-generated pollution. A connection or nexus between a proposed project and the environmental impact associated with transportation activities to a watershed must be demonstrated.

1.5.1 Purpose

The purpose of the transportation pollution nexus is to ensure M2 funds are used to address water quality problems in compliance with the M2 Ordinance.

1.5.2 Requirement

As approved by the Allocation Committee on December 12, 2008, all proposing agencies must demonstrate an understanding of how their proposed projects meet the following transportation pollution nexus definition:

Transportation-related activities can be a contributor of pollutants and/or impairments to receiving waters via aerial deposition, storm, and non-storm water discharges. Transportation-related activities are associated with the operation, construction, and maintenance of public roads, highways, and other ground transportation systems.

The conveyance of transportation-related pollutants to surface and groundwater can occur from precipitation, runoff, and leaching entering or discharging from public roads, highways, and other ground transportation systems via drainage systems; such as catch basins, curbs, gutters, ditches, manmade channels, retention basins or storm drains. The quality and quantity of these discharges vary considerably and are affected by hydrology, geology, land use, season, and sequence and discharge of hydrologic events.

Pollutant sources can encompass right-of-way, properties, facilities, and activities related to motor vehicles, highway maintenance, construction site runoff, maintenance facility runoff, illegal dumping, spills, and landscaping care. Pollutant categories include, but are not limited to: metals (such as copper, lead, and zinc), organic chemicals and compounds (hydrocarbons and pesticides), sediment, nutrients (nitrogen and phosphorus), litter, oxygen demanding substances (decaying vegetation, animal waste, and other organic matter), groundwater dewatering discharges, and pathogenic material.

1.6 Agreements

The ECP is designed to enhance funding between eligible jurisdictions and third parties for water quality improvements projects, which may include; but are not limited to, water districts, special districts, sanitation districts, and 501c nonprofit environmental-related resource organizations.

1.6.1 Purpose

The prerequisite of having an Agreement ensures that the roles and responsibilities of all parties are fully defined. This also establishes a single point of contact for OCTA and the Lead Agency.

1.6.2 Requirements

If a proposed project includes more than one eligible jurisdiction and/or is being submitted as a joint application, only one of the eligible agencies shall act as the Lead Agency. A resolution of support from the other eligible jurisdiction must be submitted. Third parties cannot act as the Lead Agency for the proposed project, however; can jointly apply for funding with an eligible jurisdiction with a submission of a resolution of support from the eligible jurisdiction. Eligible jurisdictions applying for this funding as a part of a joint agreement must provide documentation verifying compliance with the M2 Ordinance. Preliminary agreements with joint and/or third party entities must be provided as a part of the funding application. Agreements should be drafted and signed

by all parties prior to issuance of the notice to proceed. Final executed agreements must be provided prior to the release of any funds to the Lead Agency.

M2 funds can be utilized for a drainage system improvement on private property, which is connected to a municipal separate storm sewer system. For example, through a City-Homeowner Association cooperative agreement, catch basin screens can be installed within a privately-owned storm drain if drainage is to a public storm drain system.

1.7 Capital Improvement Program Policies

As specified in the M2 Ordinance to maintain eligibility to receive funds⁶, all eligible jurisdictions are required to adopt and update biennially a six-year CIP associated with capital transportation projects.

1.7.1 Purpose

A CIP for transportation-related water quality improvements will be developed and utilized to prioritize funding allocations. The Water Quality CIP may contain projects identified in an Integrated Regional Water Management Plan, grant proposals, and projects identified by other agencies.

As stated in the M2 Ordinance⁷, projects identified in a Watershed Management Area (WMA) will receive the highest priority for M2 funding if all other considerations are equal. The rationale to include WMA listed projects that have a transportation-pollution nexus within the CIP is based on a stakeholder consensus that has been agreed upon by multi-agencies within Orange County. Projects that will also reduce pollution in 303(d) listed water bodies will also be given extra consideration for funding. Projects that are not listed within a WMA will be considered for M2 funding based on the competitive scoring criteria, which is shown in Appendix D.

1.7.2 Requirements

The Tier 1 Program consists of funding for equipment purchase and upgrades to existing catch basins for BMPs such as screens, filters, inserts, and other street-scale low flow diversion projects. The magnitude of these projects may vary depending on the jurisdiction's need, but generally are smaller than \$500,000, can be completed in a single-year, and are localized.

The primary mechanism for identification of new projects or technologies will be the grant proposals submitted by eligible jurisdictions during each grant cycle. Grant proposals will be evaluated and an overall score for each proposed project will be

⁶ Attachment B, III.A4, (Page B-7)

⁷ Attachment B, VII.B.2a, (Page B-18).

determined based on the scoring criteria. Based on the grant evaluation and scores, OCTA and the Allocation Committee will select projects for inclusion in the CIP. The CIP will be updated as new projects are identified through the grant proposal process.

Projects that fail to receive funding may be considered in the next funding cycle, but will be subject to the same (or an improved) ranking/scoring criteria. It is anticipated that new technologies or enhanced BMPs will be developed during the course of the program. Proposed projects in the CIP that have not been funded may be resubmitted by the Lead Agency to incorporate any new (or changes in) technology or BMPs. Eligible jurisdictions may also resubmit their grant application to incorporate any new revisions or feedback from the Allocation Committee that may raise their overall score.

2.0 PROGRAM REQUIREMENTS

2.1 Funding Allocations and Restrictions

Prior to allocation of funds for freeway, street and transit projects, 2 percent of gross revenues from the M2 Transportation Investment Plan are set aside for the ECP. An estimated annual allocation of funds will be provided at the time when projects are solicited. Projects shall be proposed based on an estimate of funds available for the planning period. The estimate of total available funds must cover OCTA administrative costs and grants to eligible agencies.

Lead Agencies managing grant funds are limited in the amount of administration and management expenses paid with grant funds, which is 10 percent of total project costs. Only expenses directly related to administration and management of the project will be billable to the grant funds.

2.2 Competitive Grant Process

As mandated by the M2 Ordinance, a competitive grant process for the allocation of environmental cleanup funds shall be established.⁸ The funding approach for the allocation of ECP funds has been designed to ensure that funds are awarded to:

- Highest priority projects that reduce the loading of a pollutant from the watershed tributary to a water body included in the Clean Water Act Section 303(d) list of Water Quality Limited Segments, 2006 (303(d) list), where the pollutant removed is responsible for the listed water body's impairment; and/or projects that remove multiple pollutants.

⁸ Attachment B, Section VII.B2a, (Page B-18)

- Cost-effective projects that either result in mass of pollutants removed, or square feet of area of treated per dollar spent.
- The following sections describe the frequency of the grant awards, the call periods, the competitive scoring criteria, and the grant evaluation process.

2.2.1 Call Period

For each grant cycle, OCTA will send notices to all eligible jurisdictions and provide public notices detailing the type of grant to be awarded, grant submittal requirements, and deadlines for submittal. These notices will be provided no less than 60 days before the opening of the period for accepting applications.

OCTA will hold a workshop to provide general assistance and address questions related to the Tier 1 Grant Program. This workshop will be held at least 30 days before the initial opening of the period for accepting grant applications. Future workshops will be held in conjunction with each call period. OCTA encourages participation in these workshops to help continually improve the program.

2.2.2. Grant Submittal Requirements

Grant submittals for ECP funding must contain all the required items listed herein. If certain sections are not relevant to a particular applicant or proposal, a rationale for such determination must be clearly stated.

1. Lead Agency Information

The Lead Agency will be the sole contractor for purpose of executing the contract with OCTA. The Lead Agency will be responsible for the receipt, expenditure, record keeping and reporting of all funds dedicated to the project. The following information on submittal of the proposed project should include:

- Name of Lead Agency:
- Lead Agency Contact Person:
- Address/Telephone/Fax/Email:

2. Joint-Applicants

If applicable, the following information should be provided if cooperative agencies or third parties are involved in the project

- Name of Joint Agency or Third Party:
- Name of Joint Agency or Third Party Contact Person:
- Address/Telephone/Fax/E-mail:

3. Project Title

The name of the proposed project should be stated.

4. ECP Prerequisites

Documentation that the jurisdiction is eligible per the M2 Ordinance (see Appendix B, Program Prerequisite Checklist) is required. A certification statement that these requirements are met and are on file with OCTA's Comprehensive Transportation Programs Management is to be signed and is shown in Appendix B.

5. Budget Information

The submittal must provide cost estimates in sufficient detail so that OCTA can evaluate the cost effectiveness of the proposed project. To assist the applicant, Appendix C provides information that is needed to evaluate the cost-effectiveness of the proposed project.

The submittal must provide an explanation of how the costs for the project and/or program were developed, including the basis for these costs (i.e. standard costs databases, subcontractor bids, or similar project costs). The submittal should provide a discussion on matching funds, including if other funding grants will be utilized. Per the M2 Ordinance⁹, "the process shall give priority to cost-effective projects and programs that offer opportunities to leverage other funds (*such as state and federal grants*) for maximum benefit.

All eligible jurisdictions requesting grant funding must provide proof of matching funds to ensure that OCTA maximizes M2 funding. The funding match shall be calculated based on the total project cost for which funding is requested, not the grant amount. The following sections discuss the amount of matching funds and acceptable sources for those funds.

⁹ Attachment B, Section 7 B.2a (Page B-18)

Local Match Percentage

The match percentage applies to the project as a whole. Eligible jurisdictions are required to contribute a minimum match of funds equal to 25 percent of the project costs. Match rate commitments identified in the project grant application shall remain constant throughout the project and may not be reduced for any reason. The calculated match rate cannot be split by phase. ***Retroactive funds cannot be credited towards the matching fund threshold.***

Source of Matching Funds

The requirements for local matching funds may be satisfied by any combination of appropriated funds, other grants, and in-kind services, which can be supported by documentation showing the actual costs of the fully burdened hourly rate of service.

Cash Contributions

Cash contributions may include:

Appropriations – Eligible jurisdictions may use appropriated funds to meet all or part of the matching funds requirement. These funds must be specifically appropriated for the project in which Tier 1 grant funding is requested.

Other Grants – Eligible jurisdictions may use grants awarded by other agencies (non-ECP grants) to meet all or part of the matching funds requirement. The non-ECP grant must be dedicated to the project in which ECP funding is requested to receive credit for the full amount of the grant. For non-ECP grants that cover multiple projects, only that portion of the grant specific to the project will be allowed credit.

In-Kind Services

Eligible jurisdictions may use in-kind services to meet all or part of the matching funds requirement. These services can include salaries and benefits for employees of the eligible jurisdiction who perform work on the project or programs. Only those employees' salaries and benefits working directly on the project will be considered for the matching requirement.

Documentation

Sufficient documentation must be submitted with the grant requests to allow OCTA to verify that the matching funds requirement has been met by the eligible jurisdiction (see Appendix C). These matching funds may include funds to be expended on routine maintenance for the life of the project.

When multiple eligible jurisdictions are submitting a joint application, matching funds documentation must clearly identify the entity providing the funds for each line item in

the matching funds description. Additionally, preliminary agreements are required to be submitted with the grant applications that contain the matching funds commitments from a supporting agency.

Matching rate commitments identified in the project grant application shall remain constant throughout the project. Match rate commitments may not be reduced for any reason.

6. Integrated Regional Water Management Plan – Project Identification

Discuss if the proposed project is identified in an existing IRWMP (specific reference to the project and why it was included in the IRWMP).

7. Project Management

The submittal must include an assessment of the management capabilities of the Lead Agency. At a minimum, the submittal shall include:

- An organizational chart, showing key project individuals who will be responsible for ensuring that the project is completed and long-term sustainability is obtained.
- The jurisdiction's procurement procedures (procedures previously approved by OCTA can be referenced).
- A project/program schedule, including milestones that show major and minor tasks and the relationship between tasks to ensure proper planning in regards to permitting, design, implementation, and operations and maintenance.

8. Project Description.

A detailed description of the proposed project, which must include a statement of why this project is important for controlling transportation-related pollutant loading to a watershed(s). The Lead Agency must demonstrate a working knowledge of how runoff from roadways within their jurisdiction could potentially impact a watershed (s), which pollutants have been identified as a problem, and how the equipment being proposed will help reduce pollutant loading and the estimated load reduction. Sufficient detail is needed to evaluate BMP implementation (including the size, type, design, equipment manufacturer, etc.) and the manufacturers' designed performance versus results expected from the proposed project. A discussion of peripheral or other benefits that would be recognized from the proposed project should also be included.

9. Water Bodies and 303(d) Listings

The location of the project and associated water bodies that will have reduced pollutant loading, inclusive of relevant information on the existing water quality conditions of the receiving water bodies will need to be addressed. Maps showing the location of the

proposed equipment, the drainage area tributary to the proposed equipment and the size of the area, and the targeted water body should be included.

10. Project Readiness

Description of the environmental review (i.e., CEQA) status and related permits needed, if applicable. Indicate information if the property is currently owned by the applicant or in the process of being acquired.

11. Long-term Sustainability.

A preference will be given for projects and programs that have the ability to perform with minimal maintenance or cleaning over a long period of time. Submittals should provide an operations and maintenance plan detailing inspections, cleaning, repairs, etc., throughout the project life. The submittal should contain a discussion of the life span of the proposed project.

12. Performance Metrics.

As specified in the M2 Ordinance, the proposed project must include a "method to assess the water quality benefits provided by completed projects and programs." The submittal should contain a statement on the expected water quality improvement, how the performance metrics will be completed, and the long-term benefits that will result from the proposed project. For example, a performance metric can be a volumetric measurement associated with trash removal during cleaning and maintenance operations.

13. Additional Information

Any additional information as requested in the call for project documents.

2.2.3 Evaluation Process for Proposals

Proposal evaluations will be conducted per the following:

Preliminary Review and Clarifications

OCTA will conduct a preliminary review of the grant applications within 30 days of the ending date of the call period. This review will identify missing information or issues requiring clarification and, if needed, provide a notice of deficiency to the Lead Agency submitting the grant application. The eligible jurisdiction will have 30 days to correct the deficiencies upon receipt of the notice.

Proposal Evaluation/Scoring Criteria and Ranking

OCTA will evaluate all proposals that meet the mandatory prerequisites. This objective evaluation will be based on a competitive scoring criteria. OCTA has developed a scoring criterion to rank all proposals for Tier 1 Grant Projects, which is shown in Appendix D. This scoring criteria will ensure that the highest priority and most cost-effective projects are awarded for M2 funding.

As part of the scoring criteria, additional (bonus) points will be rewarded to jurisdictions that have previously funded the implementation of structural BMPs to mitigate pollutant loading (up to 5 bonus points). These bonus points are based on the Allocation Committee's recommendations that previous local funding of structural BMPs should be acknowledged and rewarded. In addition, proposals that exceed the 25 percent minimum funding match will be given an additional 0.5 point for every 5 percent over the 25 percent minimum match (up to 5 bonus points). These bonus points, up to a cumulative 10 bonus points, are designed to allow OCTA to maximize the productivity of M2 funds.

Evaluation of Available Funding

Projects will be evaluated based on an estimate of funds available for a three-year period. OCTA will evaluate the cost of the proposals against the available funding. The highest ranked proposals will be awarded grants based on the available funds budgeted. Projects that were not selected due to available funds budgeted may be reviewed for funding in the next planning period.

2.3 Maintenance of Effort

As described in the M2 Ordinance, each eligible jurisdiction has a requirement for maintenance of effort with respect to their existing BMPs. The Tier 1 Grant Program is not intended to supplant maintenance of efforts on the part of the jurisdictions. This program is designed to supplement a jurisdictions effort.

For example, projects that will not be funded under the Tier 1 Grant Program are:

- Routine or ongoing operations, such as street sweeping and other litter abatement measures and
- Projects undertaken to meet the minimum requirement for regulatory compliance (best conventional technology). However; projects using best available technology that exceed the minimum regulatory requirements may be considered for funding

An approved Tier 1 Grant project may be determined ineligible for funding at any time if it is deemed that M2 funding has replaced all or a portion of funds or commitments that were to be provided by other sources such as: development conditions of approval, development deposits, fee programs, or redevelopment programs and/ or other local funding sources (i.e. assessment districts, community facilities districts, bonds, certificates of participation, gas tax, general fund, etc.). Appeals may be made in accordance as discussed in Section 3.7.

3.0 REIMBURSEMENT PROCESS AND REPORTING REQUIREMENTS

3.1 Standard Terms and Conditions

The Lead Agency must execute a Master Funding Agreement with OCTA. The scope, schedule, or limits of approved projects shall not be changed unless approved by OCTA. All changes require approval prior to the Lead Agency proceeding with the change.

3.2 Allocation and Reimbursement Process

Funds allocated by OCTA for each project will be available on July 1st of the fiscal year for which the project was awarded. After bids are opened and a consultant, contractor, or vendor is selected by the Lead Agency, the final allocation will be equal to or lesser than the amount of the original approved allocation or the actual project cost.

The selection of consultants or contractors should be consistent with established contract management procedures. Contracts associated with consultants, vendors, right-of-way acquisition process, or construction for approved projects must be awarded by June 30th of the fiscal year that funds are programmed. For design and construction contracts, awards shall be for the "primary" contract or the contracts with the largest dollar amount associated with the work. Once work is initiated, the Lead Agency can undertake the process for receiving payment of grant funds.

Funds will be released through two payments. The initial payment will constitute 75 percent of the revised project cost estimate or original fund allocation amount, whichever is less at the obligation of their funds. OCTA will disburse the final payment, which is approximately 25 percent of eligible funds after the Lead Agency's final report is approved. To receive reimbursement, Grantees will be required to provide OCTA with documentation that they have entered into an obligation (i.e. subcontract, meeting minutes, etc.) for the funds.

Agencies must submit payment requests through OCTA's online database, OCfundTracker: <http://ocfundtracker.octa.net>. Detailed instructions for OCfundTracker

are available online. OCTA staff is also available to assist agencies with this process. Agencies must upload appropriate backup documentation to the database. OCTA may request hardcopy payment requests.

The M2 Ordinance requires¹⁰ the awarded jurisdiction(s) to “spend funds within three years of receipt.” OCTA will determine funding for the awarded proposals based on the projected grant fund expenditures and schedule over the life of the project. Funds allocated for projects are final once approved by OCTA. No additional funds will be allocated to the project. Grantees are responsible for any costs exceeding the allocated amount.

Funds allocated by OCTA to a project that are not completely utilized upon completion (typically due to savings or cancellation) shall be reprogrammed in a future call for projects. Savings within one phase of a project (e.g., planning, engineering, right of way or construction) may be transferred to another approved phase of the project to aid in covering unanticipated cost overruns. Savings may not be used for project enhancements or ineligible activities and must be consistent with the original approved project application.

3.2.1 Initial Payment Reimbursement

Agencies shall submit payment requests to OCTA in a timely fashion. Agencies may request an initial payment (up to 75 percent of the programmed amount) once a contract has been awarded or once an agency initiates right-of-way activities. The scope, schedule, or the grant funding limits of approved ECP funded projects shall not be changed unless the changes are approved by the OCTA. All changes require approval prior to the Lead Agency proceeding with any changes to the project. The Lead Agency shall submit the following documents to OCTA to receive the initial payment:

- A Certification from the public works administrator stating the following:
 - The project is designed to city/county and other participating jurisdictions' standards (if applicable).
 - The project contract has been awarded.
 - The total cost of the contract based on the award.
 - The city/county has committed matching funds to the project.
 - Right-of-way was acquired in conformance with city/county procedures (if applicable).

¹⁰ Attachment A, (Page 27)

- All required environmental documentation is complete and certified (if applicable).
 - A final report and payment request will be submitted within 90 days of project completion.
 - An updated project schedule.
- A Minute Order, Agency Resolution, or other Council/Board Action showing award of the contract and the contract amount.
- A Plan, Specifications, and Engineering certification signed by the Lead Agency's engineer. This will certify that the local agency has properly prepared and approved plans and specifications in accordance with authorized procedures and adopted standards, followed approved scope of work, and incorporated materials report.
- Revised Cost Estimate.
- Proof of Project Payment – This documentation may include, but not limited to approved contract invoices and supportive material for Lead Agency's work forces, equipment, and material.
- An invoice for the lesser amount of either 75 percent of the original project allocation.
- For right-of-way acquisitions, also submit:
 - Copy of appraiser's bill for completion of work.
 - Copy of written offer(s)
 - Council/Board action to start project (i.e., minute order, resolution, budget action)
 - Order of immediate possession (if applicable).

3.2.2 Final Payment Reimbursement

The remaining 25 percent of the project allocation funds will be released when the project is completed and a final report on the project is accepted by OCTA. Lead Agencies shall submit final reports within 90 days of the project completion date. The final report shall contain the following information:

Financial Reporting Requirements

The financial section of the final report shall include:

- Original budget and a breakdown of where funds were supposed to have been spent and where they actually were spent.
- Cost sharing/matching funds and contractual allocations/expenditures.
- Grant funding expenditures.
- Overruns and cost savings.

Information gathered from the final reports will assist OCTA in:

- Targeting where cost overruns (if incurred) are routinely occurring to determine if adjustments should be made in the program.
- Tracking BMP costs to assist OCTA in forecasting expenditure of grant funding in future cycles.
- Tracking cost sharing/matching funds allocations to assess Lead Agencies' contributions.

Technical Reporting Requirements

The M2 Ordinance¹¹ requires "an annual reporting procedure and method to assess the water quality benefits provided by completed projects and programs." Each project must include some metric for assessing the project's benefit. Project proposals must include a description of the metrics, methods and/or procedures that will be used to assess the project's water quality benefit. For example the assessment may include, but not limited to:

- Collecting surface runoff samples (in ditches and catchment basins) before and after installation of a BMP, and analyzing, observing or measuring samples for appropriate indicator constituents or characteristics, and comparing the sample results.
- Measurement of pollutant(s) (weight or volume) retained/removed by the installed BMP.

¹¹ Attachment B, VII B .(2d), (Page B-18)

As part of this program, OCTA will build a database documenting:

- Project performance, including benefits, successes, and shortcomings
- Maintenance issues (i.e. clogging, water retention)
- Reliability (i.e., did the BMP performed as intended)

Timeliness of Final Report

The final report shall be submitted within 90 days of project completion. OCTA will work with jurisdictions to ensure the timeliness of final reports in the following ways:

- a) Require jurisdictions to notify OCTA of the "project completion date." This notification can be done by either filing a copy of the recorded "notice of completion" within 30 days of the recorded date or by submitting a statement of final payment request accompanied by a copy of the final invoice within 30 days of the issuance of the final payment.
- b) Issue a "reminder notice" by OCTA to the public works director 90 days after the "project completion date" to remind jurisdictions that the final report is due in 90 days. This "reminder notice" should also include an offer from OCTA to assist in preparation of the final report by using consultant services. The fee for this assistance will be charged against the project final 25 percent payment.
- c) Issue a "final notice" by OCTA to the public works director with a copy to jurisdictions management and Finance Director if the final report or a request for an extension has not been received within 90 days of the "project completion date." This "final notice" should inform the jurisdictions if no response to this notice were received by OCTA within 30 days, consultant services would be contracted by OCTA to prepare the final report on behalf of the jurisdiction. The fee for this preparation will be charged against the project final 25 percent payment.
- d) Require all requests for extension for the final report to be reviewed and approved by OCTA.
- e) Require OCTA to issue the final 25 percent payment to jurisdictions within 60 days of the receipt of satisfactory report and all related supporting documentation.

3.2.3 Cancellation of Project

If a Lead Agency decides to cancel a project, for whatever reason, notification should be made to OCTA as soon as possible. OCTA shall direct funds from a cancelled project

back into the current fiscal year ECP budget. If OCTA disburses a project allocation prior to the cancellation of a project, the Lead Agency shall reimburse the project allocation within 90 days.

3.3 Project Closeout

Closeout includes ensuring timely submission of all required reports and adjustments for amounts due to the Lead Agency or OCTA. Closeout of a grant does not automatically cancel any requirements for project accountability, record retention, or financial accountability. Following closeout, the Lead Agency will remain obligated to return funds due as a result of refunds, corrections, or other transactions.

3.4 Semi-Annual Review

OCTA will conduct a comprehensive review of ECP projects on a semi-annual basis to determine the status of projects. These review meetings are usually scheduled to occur in September and March of each year.

Projects are reviewed to:

- Update project cost estimates
- Confirm project delivery schedule
- Determine the project's continued viability

Each Lead Agency will be contacted and asked to participate in a review where each agency's project schedules, cost estimates, and scope will be discussed. A grantee's allocation will lapse if the construction contract or consultant contract is not awarded within the fiscal year programmed. Lead Agencies will be given the opportunity to request program changes (i.e., delaying funds from one fiscal year to another). If the Lead Agency is unable to award a contract within the approved fiscal year, the grantee may request a delay as part of the semi-annual review. The Lead Agency should be prepared to explain any changes and provide all necessary supporting information. Generally, the Lead Agency is responsible for the implementation of the projects as approved by OCTA, but consideration will be given for circumstances beyond their control that impacts the scope of work, cost or schedule. Any discrepancies in, or noncompliance with M2 policies and procedures will be discussed with each agency to determine the necessary actions to resolve the issue. To deal with noncompliance, OCTA may:

- Impose special conditions on the award,
- Issue stop work orders,
- Withhold payment of funds,
- Terminate or annul an award, or
- Initiate an investigation to determine if further action is necessary.

3.5 Audit Program

Completed projects are subjected to an audit by OCTA upon the final report submittal. Both a “desk” audit and a field audit may be conducted by OCTA or by an auditing firm. OCTA will use the submitted project information, inclusive of project estimate forms submitted with the application and revised where appropriate; project accounting records and the final report as the primary items to conduct the review. If necessary, additional information may be requested. Lead Agencies must maintain separate record for projects (i.e., expenditures, interest) to ensure compliance.

The Lead Agency may also be requested to participate in the field review of the completed project. Consequently, accurate records detailing specific expenditures must be maintained. These records must show that proper accounting and cash management procedures were followed, the project was completed in accordance with the application and that all records and documentation relate to the project were adequately maintained.

Lead Agencies must cooperate with OCTA or its agent during the audit process and comply with the recommendation of the M2 financial and compliance audits. Project records must be maintained for five years after project completion.

3.5.1 Records Requirements for Audit Compliance

A description of the required records is given below. OCTA will notify the Lead Agency of the audit results. Any discrepancies or noncompliance with M2 Ordinance policies and procedures will be discussed with each agency to determine the necessary actions to resolve issues. A closeout letter will be sent upon verification of compliance signifying that no further funds will be disbursed for the project.

Contracts

For all contract expenses, the following records must be maintained:

- The original executed contract
- Evidence of the competitive bid procedures and selection criteria used
- All contractor invoices received
- All contract change order documents
- Proof of payment to contractors
- Project “as built” or other final plans
- Sign-off on completion by Lead Agency (letter of acceptance)

Materials and Other

For all materials and other miscellaneous expenses charged to the Tier 1 Grant Program, the following records must be maintained:

- Original invoice and purchase order
- Proof of delivery
- Evidence of reasonableness of price, if total cost of purchase is over \$1,000
- Proof of payment

Direct Labor

For all direct labor charged to a project, including engineering labor, the following records must be maintained:

- Summary time sheets showing total time charged to the project by the varying individuals working on it
- Individual time sheets or time cards showing the total time worked by the individual for each period (day, week, etc.) and the different tasks to which the individual's time was charged
- Personnel files showing the individuals' pay rates
- Payroll reports showing the computations of paychecks for the applicable periods

Equipment

Equipment rental charges related to a project shall be documented by the following records:

- Vendor's or local agency's invoice showing hours, rate, and type of equipment and location of rented equipment
- Evidence of quotes obtained to determine best rate (documented phone quotes are acceptable)
- Documentation of project need for equipment

Lead Agency Force Work

For all work performed by local agency forces, the decision that local agency forces could perform the work more cost effectively or timely than a contractor must be documented. The cost estimate forms submitted with the project applications (revised where appropriate), project accounting records and the Final Report will be the primary items used for the audit.

3.6 Penalties for Misuse

An approved project may be determined ineligible for funding at any time if it is found that M2 funding has replaced all or a portion of funds or commitments that were to be provided by other sources. For example, these sources include, but are not limited to development conditions of approval, development deposits, fee programs, redevelopment programs or other local funding sources (i.e., assessment districts, community facilities districts, bonds, certificates of participation, gas tax, general fund, etc.).

The M2 Ordinance states¹², “The ECP is subject to the following requirements: ...Penalties for misuse of any of the environmental cleanup funds”. Misuse of funds may include:

- Gross mismanagement of a contract or grant,
- Gross waste of M2 funds,
- Any danger to public health or safety related to the use of M2 funds, or
- Violations of any statute, regulation, or rule relating to the ECP contract or grant.

The M2 Ordinance¹³ states: “No net revenues shall be used by a jurisdiction for other than transportation purposes authorized by the Ordinance. Any jurisdiction which violates this provision must fully reimburse the Authority for the net revenues misspent and shall be deemed ineligible to receive net revenues for a period of five (5) years.” A determination of ineligibility is made at the discretion of the OCTA Board of Directors and is typically applied for deliberate actions rather than administrative errors. Funds allocated to a project that have been misspent or not used by a project upon completion (typically due to savings or cancellation) shall be reprogrammed in a future call for projects. If funds have been expended for the project, the Lead Agency shall also be responsible for the repayment of funds to OCTA within 90 days being notified of misuse, cancellation of the project, or project completion with allocated funds that have not be utilized.

3.7 Appeals

Appeals may be made within 90 days to OCTA on issues (i.e. non-award of a grant, audit findings, or resolution of documentation or payment issues) that cannot be resolved by the Lead Agency and OCTA staff. An appeal can be filed by submitting a brief written statement of the facts to OCTA staff. All appeals must include a proposed action to correct the situation. Appeals will be presented to the OCTA for a specific recommendation. The OCTA Board of Directors will have the final approval on any appeal in terms of a resolution decision.

¹² Attachment A, (Page 27)

¹³Section 10 #4, (Page 5)

APPENDIX B

TIER 1 GRANT PROGRAM
PROGRAM PREREQUISITES CHECKLIST

TIER 1 GRANT PROGRAM PREREQUISITE CHECKLIST

Requirement	Documentation
M2 Ordinance Requirements for Eligible Jurisdiction: • Compliance with the Orange County Congestion Management Program • Documentation of a Mitigation Fee Program • Adoption of a General Plan Circulation Element consistent with the Master Plan of Arterial Highways • Adoption of a six-year transportation Capital Improvement Program • Participation in Traffic Forums • Adoption of a Traffic Signal Synchronization Plan • Adoption of a Local Pavement Management Program	These are on file for most cities in Orange County
Twenty-five Percent (25 percent) Matching Funds Requirement	Description of matching funds and documentation of source
Transportation Pollution Nexus	Documentation of how the proposed project conforms to the transportation pollution nexus as defined on page 6 of the Tier 1 Funding Guidelines.
Cooperative Agreement Documentation (if applicable)	Copies of preliminary joint agency and private party agreements or contracts
Development of Capital Improvement Policies for M2 Funding	Per CTFP Guidelines

Eligibility Requirement Certification

- Compliance with the Orange County Congestion Management Program
- Documentation of a Mitigation Fee Program
- Adoption of a General Plan Circulation Element consistent with the Master Plan of Arterial Highways
- Adoption of a six-year transportation Capital Improvement Program
- Participation in Traffic Forums
- Adoption of a Traffic Signal Synchronization Plan
- Adoption of a Local Pavement Management Program

I hereby certify that the above information has been submitted to OCTA's Comprehensive Transportation Programs Management and are in accordance with M2 Ordinance, Attachment B.III A.

Name

Title

Signature

Date

APPENDIX C
TIER 1 GRANT PROGRAM
PROPOSAL BUDGETARY SUBMITTALS

TABLE 1
BUDGET SUMMARY

The following table for the proposed project shall be completed with a reasonable estimate of cost for all work items including planning, design, and construction costs

Total Project Cost:	Total Amount of Funding Requested:
Total Contractual Service Costs for Project:	Total Contractual Service Costs for Requested Funding:
Total Capital Costs for Project	Direct Project Administration Costs:
Total Project Costs of Supplies, Materials, and Equipment:	Total Costs of Supplies, Materials, and Equipment for Requested Funding:

TABLE 2
ESTIMATED BUDGET DETAILS

Budget Category (Please list specifications)	Total Costs (\$)	Funding Request (\$)	Matching Costs (\$)
Capital Cost(s)			
<i>Subtotal</i>			
Types of Supplies, Material, Equipment			
<i>Subtotal</i>			
Type of Contractual Service(s)			
<i>Subtotal</i>			
Right-of-Way or Land Acquisition			
<i>Subtotal</i>			
Type of Other Grants (Federal, State, Local)			
<i>Subtotal</i>			
Type of In-kind Service(s)			
<i>Subtotal</i>			
TOTAL			

TABLE 3
SUMMARY OF MATCHING FUND CONTRIBUTIONS

	(\$)
Cash Contribution	
In-Kind Service Contributions	
Other Grants	
Total Contributions	

TABLE 4

ANNUAL IN-KIND SERVICE CONTRIBUTION DETAIL

The following table serves as an example of information needed to estimate the annual in-kind contributions that will be made throughout the proposed life of the project. It is recommended that a MS excel spreadsheet be provided as part of the proposal submittal.

LABOR			
Project Activity	Hours	Ave. Costs (\$)	Subtotal (\$)
Project Management			
Field Oversight			
Quality Assurance			
Maintenance			
Operations			
			TOTAL

APPENDIX D
TIER 1 GRANT PROGRAM
COMPETITIVE SCORING CRITERIA

TIER 1 GRANT PROGRAM
COMPETATIVE SCORING CRITERIA
ORANGE COUNTY TRANSPORTATION AUTHORITY
ENVIRONMENTAL CLEANUP ALLOCATION PROGRAM

CATEGORY	SCORE	SCORING STANDARD
MINIMUM PROPOSAL ELIGIBILITY REQUIREMENTS <i>This part of the scoring criteria is used to evaluate whether the proposal/jurisdiction meets the prerequisite requirements for funding</i>		
Eligible Jurisdiction Requirements	pass/fail	Attachment B, Section 3 of the M2 Ordinance
Maintenance of Effort	pass/fail	Section 6 of the M2 Ordinance
Matching Funds	pass/fail	All proposed projects must have a local source of funding equal to or exceeding 25 percent of the project's estimated construction costs. These funds may be from sources other than the Lead Agency's discretionary accounts and may include other competitive funding (grant) programs.
Transportation Pollution Nexus	pass/fail	Projects must demonstrate a direct nexus (connection) to reduce transportation-related pollution(s) as developed and defined by the Allocation Committee in conformity with the M2 Ordinance
Capital Improvement Program Policies	pass/fail	To be eligible, projects must be approved for inclusion in the CIP

CATEGORY	SCORE
<i>1. Problem and Source Identification:</i> Does the proposal identify the water quality issue(s), types of pollutants, and other problem(s) the project is proposing to mitigate as well as states the need(s) for implementation? Does the proposed BMP(s) address one or more of the targeted pollutants within the watershed? Attach a map(s) and/or diagrams(s) depicting the geographical area that will benefit by the proposed project. <i>Maximum 15 Points</i>	
<i>2. Project Design:</i> Does the proposal provide specific, detailed manufacturers' information on BMPs to be implemented and how the equipment operates? Does the proposal explain how this BMP will meet the jurisdiction's needs in terms of the quantity and origin of the storm water flow to be treated, performance and/or effectiveness? Does the proposal provide information on the BMP's performance in reducing the concentration of targeted pollutant(s) in similar projects or similar environmental settings? <i>Maximum 15 Points</i>	
<i>3. Project Implementation and Readiness:</i> Does the proposed project include a clear and concise work plan, management plan, deliverables, outcomes, and a detailed project timeline/schedule; including the sequence and timing of project implementation and any applicable CEQA or other permitting that is needed? <i>Maximum 20 Points</i>	
<i>4. Operations and Maintenance:</i> Does the proposal contain an O&M plan that is adequate to maintain the efficiency of the proposed BMP(s) for regular scheduled inspections, maintenance, and cleaning/disposal of pollutants? Does the proposal describe how the BMP(s) will be cleaned and pollutants disposed of on an annual basis? Describe the jurisdictions' overall funding (Has the jurisdiction allocated sufficient funds to maintain the BMP(s))? <i>Maximum 10 Points</i>	

CATEGORY	SCORE
<i>5. Project Benefits:</i> Does the proposed project describe a technical approach to mitigate the pollutant(s)? Does the proposal provide expected benefits to water quality and other beneficial uses? Does the proposal provide examples how the BMP(s) performed in similar situations that may occur within the proposed jurisdiction? Their? Does the proposal describe how the proposed BMP(s) is an improvement over existing BMPs? Does the proposal have additional ancillary benefits? <i>Maximum 20 Points</i>	
<i>6. Performance Metrics:</i> Does the proposal describe how the effectiveness of the project will be monitored and assessed? Does the proposal contain any methodology for measuring the reduction of pollutant(s) entering Orange County waterways, beaches, or harbors? (i.e., before and after concentrations of a constituent, percent load reduction, etc.) <i>Maximum 10 Points</i>	
<i>Bonus Points:</i> Does the proposal describe to date what the jurisdiction has done in terms of structural BMP implementation (non-educational) to mitigate pollutant loading? (Max 5 Points) Does the proposal include matching funds that exceed the minimum? At what percent amount? (.5 points for every 5 percent over 25 percent minimum) (Max 5 Points) <i>Maximum 10 Bonus Points</i>	
TOTAL MAXIMUM POINTS (100)	

EXHIBIT B

COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP)

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

<u>TASKS</u>	<u>COSTS</u>
TASK 1: Project Management, Coordination, and Administration	_____
TASK 2: Identify and Categorize Effective Areas & Type of Water Quality Mitigation	_____
TASK 2.1 Stakeholder Meetings	_____
TASK 3: Draft Tier 2 Grant Program Funding Guidelines	_____
TASK 3.1 Stakeholder Meetings	_____
TASK 4: Tier 2 Project Evaluation Tool	_____
TASK 4.1 OC Fund Tracker	_____
TASK 4.2 Survey Results List and Map	_____
TASK 4.3 Stakeholder Meetings	_____
TASK 5: Draft and Final Tier 2 Grant Program Planning Study Report	_____
TASK 5.1 Draft Tier 2 Grant Program Planning Study Report	_____
TASK 5.2 GIS Application User's Manual and Training Session	_____
TASK 5.3 Stakeholder Meetings	_____
TASK 5.4 Final Tier 2 Grant Program Planning Study Report	_____
Total:	_____

1. I acknowledge receipt of RFP and Addenda No.(s) _____

2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

SIGNATURE'S NAME AND TITLE _____

DATE SIGNED _____

EXHIBIT C
PROPOSED AGREEMENT

1 PROPOSED AGREEMENT NO. C-0-1613

2 BETWEEN

3 ORANGE COUNTY TRANSPORTATION AUTHORITY

4 AND

5 _____
6 THIS AGREEMENT is effective this ____ day of _____, 2010, 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 provide professional
12 services for Authority's Renewed Measure M Environmental Cleanup Tier 2 Grant Program; and

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

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

16 WHEREAS, CONSULTANT wishes to perform these services;

17 WHEREAS, the AUTHORITY's Board of Directors approved this Agreement on _____.

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

20 **ARTICLE 1. COMPLETE AGREEMENT**

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

26 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, 2011, 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 provision set forth in Article 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.

<u>Task</u>	<u>Description</u>	<u>Firm Fixed Price</u>
-------------	--------------------	-------------------------

C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Percentage of work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to 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 percent ten (10%) of the amount of each invoice submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and shall be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless AUTHORITY elects to audit CONSULTANT's records in accordance with Article 17 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. :

1. Agreement No. _____;
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. Certificate 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 otherwise 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 \$(_____) and which shall include all amounts payable

to CONSULTANT for subcontracts, leases, materials and costs arising from, or due to termination of, this Agreements.

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:

ATTENTION:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION: Venita Todd, Senior Contract
Administrator

Ph: (714) 560 – 5427 Fax: (714) 560-5792

Email: vtodd@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

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

ARTICLE 9. INSURANCE

A. CONSULTANT shall procure and maintain insurance coverage during the entire term of this

Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONSULTANT shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury 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 _____; and the Contract Administrator's Name, Venita Todd, Senior Contract Administrator.

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

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 0-1613; (3) CONSULTANT's proposal dated _____, ____; (4) all other documents, if any, cited

herein or incorporated by reference.

ARTICLE 11. CHANGES

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

ARTICLE 12. DISPUTES

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

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

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

decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any AUTHORITY official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

ARTICLE 13. TERMINATION

A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part, by giving CONSULTANT written notice thereof. Upon termination, AUTHORITY shall pay CONSULTANT its allowable costs incurred to date of that portion terminated. Said termination shall be construed in accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall be given to CONSULTANT in accordance with the provisions of the FAR referenced above and ARTICLE 7. NOTICES, herein. Upon receipt of said notification, CONSULTANT agrees to comply with all applicable provisions of the FAR pertaining to termination for convenience.

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 any and all reasonable costs incurred by AUTHORITY as a result of such default including, but not limited to, procurement costs of the same or similar services defaulted by CONSULTANT under this Agreement. Such termination shall comply with CFR Title 48, Chapter 1, Part 49, of the FAR.

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 Services

TBD

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. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 19. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, CONSULTANT shall not discriminate 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 20. 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 21. 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 AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by AUTHORITY.

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

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

ARTICLE 22. PATENT AND COPYRIGHT INFRINGEMENT

A. In lieu of any other warranty by AUTHORITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against AUTHORITY on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes

upon any presently existing U. S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT's expense for the defense of same. However, CONSULTANT will not indemnify AUTHORITY if the suit or claim results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when such use in combination infringes upon an existing U.S. letters patent or copyright.

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

ARTICLE 23. FINISHED AND PRELIMINARY DATA

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

B. It is expressly understood that any title to preliminary technical data is not passed to

AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations, software design documents, layouts and comprehensives prepared by CONSULTANT solely for the purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given for preparation of finished artwork. Preliminary data title and right thereto shall be made available to AUTHORITY if CONSULTANT causes AUTHORITY to exercise Article 11, and a price shall be negotiated for all preliminary data.

ARTICLE 24. FORCE MAJEURE

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

ARTICLE 25. HEALTH AND SAFETY REQUIREMENTS

CONSULTANT shall comply with all of the requirements set forth in Exhibit D, LEVEL I SAFETY SPECIFICATIONS. As used therein, "Contractor" shall mean "Consultant," and "Subcon-tractor" shall mean "Sub-consultant."

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. _____ 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 _____

Kia Mortazavi
Executive Director, Development

LEVEL 1 SAFETY SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

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

Jerry Amante, Chairman

Patricia Bates, Vice Chairman

Art Brown, Director

Peter Buffa, Director

Bill Campbell, Director

Carolyn V. Cavecche, Director

William J. Dalton, Director

Richard Dixon, Director

Paul G. Glaab, Director

Don Hansen, Director

Allan Mansoor, Director

John Moorlach, Director

Shawn Nelson, Director

Janet Nguyen, Director

Curt Pringle, Director

Miguel Pulido, Director

Gregory T. Winterbottom, Director

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

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

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

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

AND

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

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

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

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

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

Prime's Firm Name: _____

Party's Name: _____

Party's Address: _____

Street

City

State

Zip

Phone

Application or Proceeding
Title and Number: _____

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

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Jerry Amante, Chair

Patricia Bates, Vice Chairman

Art Brown, Director

Peter Buffa, Director

Bill Campbell, Director

Carolyn V. Cavecche, Director

William J. Dalton, Director

Richard Dixon, Director

Paul G. Glaab, Director

Don Hansen, Director

Allan Mansoor, Director

John Moorlach, Director

Shawn Nelson, Director

Janet Nguyen, 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 _____