



BOARD COMMITTEE TRANSMITTAL

April 14, 2008

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Cooperative Agreement with the California Department of Transportation and Release of Request for Proposals for Project Report and Environmental Services for the San Diego Freeway (Interstate 405) Widening Project

Highways Committee Meeting of April 7, 2008

Present: Directors Amante, Cavecche, Dixon, Green, Mansoor, Norby, Pringle, and Rosen
Absent: Director Glaab

Committee Vote

This item was passed by all Committee Members present.

Committee Recommendations

- A. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-7-1483 between the Orange County Transportation Authority and the California Department of Transportation for the San Diego Freeway (Interstate 405) widening project.
- B. Approve the proposed evaluation criteria and weightings for consultant selection.
- C. Approve the release of Request for Proposals 8-0693 for consultant services to prepare the project report and environmental document.



April 7, 2008

To: Highways Committee

From: Arthur T. Leahy, Chief Executive Officer

Subject: Cooperative Agreement with the California Department of Transportation and Release of Request for Proposals for Project Report and Environmental Services for the San Diego Freeway (Interstate 405) Widening Project

Overview

The San Diego Freeway (Interstate 405) widening project will add new lanes from the Costa Mesa Freeway (State Route 55) to the San Gabriel River Freeway (Interstate 605). A draft cooperative agreement has been prepared that outlines the roles and responsibilities of the Orange County Transportation Authority and the California Department of Transportation for the project approval and environmental document phase of the project. Staff has also developed a draft request for proposals to initiate a competitive procurement process to retain a consultant team to prepare the project report and environmental document for the project.

Recommendations

- A. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-7-1483 between the Orange County Transportation Authority and the California Department of Transportation for the San Diego Freeway (Interstate 405) widening project.
- B. Approve the proposed evaluation criteria and weightings for consultant selection.
- C. Approve the release of Request for Proposals 8-0693 for consultant services to prepare the project report and environmental document.

Background

On October 14, 2005, the Orange County Transportation Authority (Authority) Board of Directors (Board) approved staff's recommendation to proceed with

Cooperative Agreement with the California Department of Transportation and Release of Request for Proposals for Project Report and Environmental Services for the San Diego Freeway (Interstate 405) Widening Project **Page 2**

the San Diego Freeway (Interstate 405) major investment study's locally preferred strategy, alternative 4. This alternative proposed the addition of new lanes to Interstate 405, between the San Gabriel River Freeway (Interstate 605) to the north, and the Costa Mesa Freeway (State Route 55) to the south, generally within the existing right-of-way.

A project study report (PSR) is currently underway to define the Interstate 405 widening project's preliminary scope, cost, and schedule. The PSR will also define the roadway geometrics and recommended build alternatives in order to proceed to the project approval and environmental document (PA/ED) phase. In addition to the No Build Alternative, the PSR proposes two build alternatives. Build Alternative 1 would add one general purpose lane in each direction, and Build Alternative 2 would add two general purpose lanes in each direction. Both of these alternatives would provide other improvements, including auxiliary lanes between on-ramps and off-ramps and local interchange improvements. With the PSR and conceptual engineering close to completion, the procurement process for the environmental phase can be initiated.

Discussion

Draft Cooperative Agreement No. C-7-1483 between the California Department of Transportation (Caltrans) and the Authority outlines the roles and responsibilities of each party during the PA/ED phase. Pursuant to the California Environmental Quality Act (CEQA), Caltrans will be the lead agency and the Authority will be the responsible agency. The Authority will be responsible for funding, procuring, and administering the PA/ED professional services contract, and also for the CEQA/National Environmental Policy Act (NEPA) public involvement process, including public notices, planning the scoping meetings, and conducting the public meetings. At its cost, Caltrans will be responsible for providing independent quality assurance for approval of the environmental and engineering documents and will act as the approving agency pursuant to the NEPA Delegation Pilot Program.

Approving the release of a request for proposals (RFP) at this time will enable the Interstate 405 widening project to move forward into the next project development phase of PA/ED. The draft PSR will be available in April 2008, and the RFP will be released shortly thereafter. The project report, environmental impact report/statement, and technical studies will be prepared in cooperation with Caltrans and the Federal Highway Administration, and in accordance with CEQA and NEPA requirements.

**Cooperative Agreement with the California Department of
Transportation and Release of Request for Proposals for
Project Report and Environmental Services for the San Diego
Freeway (Interstate 405) Widening Project**

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Attachments

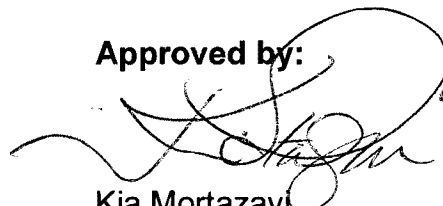
- A. Draft Cooperative Agreement No. C-7-1483 with the California Department of Transportation
- B. Draft Request for Proposals (RFP) 8-0693 - Project Report and Environmental Document Preparation Consultant Services for Widening Interstate 405

Prepared by:



Rose Casey, P.E.
Program Manager
Highway Project Delivery
(714) 560-5729

Approved by:



Kia Mortazavi
Executive Director, Development
(714) 560-5741

**Draft Cooperative Agreement No. C-7-1483 with
the California Department of Transportation**

**12-ORA-405, PM 10.30/24.20
In the Cities of Costa Mesa, Fountain Valley,
Westminster, Huntington Beach, and Seal Beach
12-OH1000
District Agreement No. 12-594
OCTA Agreement No. C-7-1483**

This AGREEMENT, entered into and made effective on _____, 2008, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

ORANGE COUNTY TRANSPORTATION AUTHORITY, a public corporation of the State of California, referred to herein as "AUTHORITY".

RECITALS

1. The STATE and AUTHORITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within AUTHORITY's jurisdiction.
2. AUTHORITY desires State Highway improvements consisting of widening northbound and southbound Interstate 405 (I-405) from approximately 0.26 mi. south of the Orange County Line (PM 10.30) and Los Angeles County Line (PM 0.00) near the City of Long Beach to approximately 1.55 mi. north of State Route 55 (SR-55) in the City of Costa Mesa (PM 24.20), referred to herein as the "PROJECT".
3. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or Agreement relating to PROJECT.
4. PROJECT construction and preparation of detailed Plans, Specifications and Estimate (PS&E) of PROJECT, as well as landscape maintenance and construction, will be the subjects of separate future Agreement(s).
5. The Agreement will define the roles and responsibilities of the CEQA Lead Agency regarding the environmental documentation, studies, and reports necessary for compliance with CEQA. This Agreement will also define roles and responsibilities for compliance with NEPA, if applicable.
6. The parties now define herein below the terms and conditions under which PROJECT is to be developed.

SECTION I

AUTHORITY AGREES:

1. To fund one hundred percent (100%) of all support costs in the preparation of Project Report (PR) and Environmental Document (ED), except for costs of STATE's Independent Quality Assurance (IQA) and STATE's costs incurred as the California Environmental Quality Act (CEQA) Lead Agency and National Environmental Policy Act (NEPA) Lead Agency in the review and approval of the PROJECT environmental documentation prepared entirely by AUTHORITY.
2. All PROJECT work performed by AUTHORITY, or performed on AUTHORITY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow. All such PROJECT work shall be submitted to STATE for STATE's review, comment, and concurrence at appropriate stages of development.
3. All PROJECT work, except as set forth in this Agreement, is to be performed by AUTHORITY. Should AUTHORITY request that STATE perform any portion of PROJECT work, except as otherwise set forth in this Agreement, AUTHORITY shall first agree to reimburse STATE for such work pursuant to an Amendment to this Agreement or a separate executed Agreement.

4. To have a PR and ED prepared, at no cost to STATE, and to submit each to STATE for STATE's review and concurrence at appropriate stages of development. The PR shall be signed on behalf of AUTHORITY by a Civil Engineer registered in the State of California.
5. To permit STATE to monitor, participate, and oversee the selection of personnel who will prepare the PR, conduct environmental studies, and prepare environmental documentation for PROJECT. The AUTHORITY agrees to consider any request by STATE to discontinue the services of any consultant personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform in accordance with the scope of work and/or other pertinent criteria.
6. To make written application to STATE for necessary encroachment permits authorizing entry of AUTHORITY onto the SHS right-of-way to perform surveying and other investigative activities required for preparation of the PR and ED.
7. To identify and locate all high and low risk underground facilities within the area of PROJECT and to protect or otherwise provide for such facilities, all in accordance with STATE's "Manual on High and Low Risk Underground Facilities with Highway Rights of Way". AUTHORITY hereby acknowledges receipt of STATE's "Manual on High and Low Risk Underground Facilities Within Highway Rights of Way".
8. To be responsible for, and to the STATE's satisfaction, the investigation of potential hazardous material sites within and outside of the existing SHS right of way that could impact PROJECT as part of performing any preliminary engineering work. If AUTHORITY discovers hazardous material or contamination within PROJECT study area during said investigation, AUTHORITY shall immediately notify STATE.
9. To obtain, at AUTHORITY's expense, all necessary permits and/or Agreement(s) from appropriate regulatory agencies. All mitigation, monitoring, and/or remedial action required by said permits shall constitute parts of the cost of PROJECT.
10. All aerial photography and photogrammetric mapping for PROJECT shall conform to STATE's latest standards.
11. An electronic (compatible with STATE software) and paper copy of the PR, ED and original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE. For aerial mapping, all information and materials listed in the document "Materials Needed to Review Consultant Photogrammetric Mapping" shall be delivered to STATE and shall become property of STATE.
12. To provide, at no cost to STATE, survey and mapping services necessary to perpetuate existing land net and alignment monumentation in accordance with Sections 8771 and 8765 of the Business and Professions Code; and to permanently monument the location of all roadway alignments, realignments, and right-of-way acquisitions. All of the above are to be shown on a Record of Survey filed with the County Surveyor. AUTHORITY shall deliver one copy of any field notes, filed Corner Records, and the Record of Survey required for execution of the above obligation, to STATE's District 12 Survey Branch.

SECTION II

STATE AGREES:

1. At no cost to AUTHORITY, to complete STATE's review as CEQA and NEPA Lead Agency of the environmental documents prepared and submitted by AUTHORITY and to provide IQA of all AUTHORITY work necessary for completion of the Project Report and Environmental Document for PROJECT.
2. Upon proper application by AUTHORITY and by AUTHORITY's contractor, to issue, at no cost to AUTHORITY and AUTHORITY's contractor, the necessary encroachment permits for required work within the SHS right of way as specifically defined elsewhere in this Agreement.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission (CTC).
2. The parties to this Agreement understand and agree that STATE's IQA is defined as providing STATE policy and procedural guidance through to completion of the PROJECT preliminary engineering, PS&E, and right of way phases administered by AUTHORITY. This guidance includes prompt reviews by STATE to assure that all work and products delivered or incorporated into the PROJECT by AUTHORITY conform to then existing STATE standards. IQA does not include any PROJECT related work deemed necessary to actually develop and deliver the PROJECT, nor does it involve any validation to verify and recheck any work performed by AUTHORITY and/or its consultants or contractors and no liability will be assignable to STATE, its officers and employees by AUTHORITY under the terms of this Agreement or by third parties by reason of STATE's IQA activities.
3. The parties to this Agreement hereto will execute and implement PROJECT in accordance with the Scope of Work, attached and made a part of the Agreement, which outlines the specific roles and responsibilities of the parties hereto. The attached Scope of Work may be modified in writing in the future to reflect changes in the roles and responsibilities of the respective parties. Such modifications shall be concurred by AUTHORITY's Executive Director of Development Division or other official designated by AUTHORITY and STATE's District Director for District 12 and become a part of this Agreement after execution of the amending document by the respective officials of the parties.
4. The Major Investment Study (MIS) Locally Preferred Strategy Alternative 4 for PROJECT, approved by AUTHORITY's Board of Directors on October 14, 2005 and the Project Study Report/Project Development Support (PSR/PDS) for PROJECT, scheduled for approval on June 30, 2008 are by this reference, made an express part of this Agreement.

5. The basic design features shall comply with those addressed in the approved PSR/PDS, unless modified as required for completion of the PROJECT's environmental documentation and/or if applicable, requested by the Federal Highway Administration (FHWA).
6. The design and preparation of environmental documentation and related investigative studies and technical environmental reports for shall be performed in accordance with all applicable Federal and STATE standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be approved by STATE for approval via the processes outlined in STATE's Highway Design Manual and appropriate memoranda and design bulletins published by STATE. In the event that STATE proposes and /or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards". STATE shall consult with AUTHORITY in a timely manner regarding effects of proposed and/or required changes on PROJECT.
7. AUTHORITY's share of all changes in development costs associated with modifications to the basic design features as described above shall be in the same proportion as described in this Agreement, unless mutually agreed to the contrary by STATE and AUTHORITY in a subsequent amendment to this Agreement.
8. STATE will be the CEQA Lead Agency and AUTHORITY will be a CEQA Responsible Agency. STATE will be the Federal Lead Agency for NEPA, if applicable. AUTHORITY will assess PROJECT impacts on the environment and AUTHORITY will prepare the appropriate level of environmental documentation and necessary associated supporting investigative studies and technical environmental reports in order to meet the requirements of CEQA and NEPA. If applicable, AUTHORITY will submit to STATE all investigative studies and technical environmental reports for STATE's review, comment, and approval. The environmental document and/or categorical exemption/exclusion determination, including the administrative draft, draft, administrative final, and final environmental documentation, as applicable, will require STATE's review, comment, and approval prior to public availability.

If, during preparation of preliminary engineering, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA and/or NEPA if applicable, this Agreement will be amended to include completion of these additional tasks by AUTHORITY.

9. AUTHORITY agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, Agreements and/or approvals from appropriate regulatory agencies, unless the parties agree otherwise in writing. If STATE agrees in writing to obtain said PROJECT permits, Agreements, and/or approvals, those said costs shall be paid by AUTHORITY, as a PROJECT cost.
10. Any hazardous material or contamination of an HM-1 category found within the existing State highway right-of-way during investigative studies requiring remedy or remedial action, as defined in Division 20, Chapter 6.8 et seq. of the Health and Safety Code, shall be the responsibility of STATE. Any hazardous material or contamination of an HM-1 category found within the local road right-of-way during investigative studies requiring the same defined remedy or remedial action shall be the responsibility of AUTHORITY. For the purpose of this Agreement, hazardous material or contamination of HM-1 category is defined as that level or type of contamination which State or Federal regulatory control agencies

having jurisdiction have determined must be remediated by reason of its mere discovery, regardless of whether it is disturbed by PROJECT or not. If AUTHORITY decides to not proceed with PROJECT, STATE shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the existing State highway right-of-way and AUTHORITY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right-of-way. If AUTHORITY and STATE decide to proceed with PROJECT, STATE shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the existing State highway right-of-way, except that if STATE determines, in its sole judgment that STATE's cost for remedy or remedial action is increased as a result of AUTHORITY decision to proceed with PROJECT, that additional cost identified by STATE shall be deemed a part of the costs of PROJECT. AUTHORITY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right-of-way. STATE will exert every effort to fund the remedy or remedial action for which STATE is responsible. In the event STATE is unable to provide funding, AUTHORITY will have the option to either delay PROJECT until STATE is able to provide funding or AUTHORITY may proceed with the remedy or remedial action at AUTHORITY's expense without any subsequent reimbursement by STATE.

11. Any remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within the existing SHS right-of-way shall be the responsibility of AUTHORITY, who shall sign the HM-2 manifest and management of HM-2, at AUTHORITY expense, if AUTHORITY decides to proceed with PROJECT. For the purposes of this Agreement, hazardous material or contamination of HM-2 category is defined as that level or type of contamination which said regulatory control agencies would have allowed to remain in place if undisturbed or otherwise protected in place should PROJECT not proceed.
12. If hazardous material or contamination of either HM-1 or HM-2 category is found on new right-of-way acquired by or on account of AUTHORITY for PROJECT, AUTHORITY shall be responsible, at AUTHORITY expense, for all required remedy or remedial action and/or protection in the absence of a generator or prior property owner willing and prepared to perform that corrective work.
13. Locations subject to remedy or remedial action and/or protection include utility relocation work required for PROJECT. Costs for remedy and remedial action and/or protection shall include, but not be limited to, the identification, treatment, protection, removal, packaging, transportation, storage, and disposal of such material.
14. The party responsible for funding any hazardous material cleanup shall be responsible for the development of the necessary remedy and/or remedial action plans and designs. Remedial actions proposed by AUTHORITY on the State highway right-of-way shall be pre-approved by State and shall be performed in accordance with STATE's standards and practices and those standards mandated by the Federal and State regulatory agencies.
15. A separate Cooperative Agreement(s) will be required to address development of Plans, Specifications and Estimate, Landscape Maintenance, and to cover responsibilities and funding for the construction phase of PROJECT.
16. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section

- 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.
17. Nothing within the provisions of this Agreement is intended to create duties or obligations to third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation or maintenance of SHS and public facilities different from the standard of care imposed by law.
 18. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction conferred upon AUTHORITY and arising under this Agreement. It is understood and agreed AUTHORITY shall fully defend, indemnify and hold harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reasons of anything done or omitted to be done by AUTHORITY under this Agreement.
 19. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and hold harmless AUTHORITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
 20. Prior to the commencement of any work pursuant to this Agreement, either STATE or AUTHORITY may terminate this Agreement by written notice to the other party.
 21. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or Agreement not incorporated herein shall be binding on any of the parties hereto.
 22. This Agreement shall terminate upon the satisfactory completion of all post-PROJECT construction obligations of AUTHORITY and the delivery of required PROJECT construction documents, with concurrence of STATE, or on 12/30/2011, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction related or other claims arising out of PROJECT be asserted against one of the parties, the parties agree to extend the fixed termination date of this Agreement, until such time as the construction related or other claims are settled, dismissed or paid.

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ORANGE COUNTY
TRANSPORTATION AUTHORITY

By: _____
Will Kempton
Director

By: _____
Arthur T. Leahy
Chief Executive Officer

By: _____
Jim Beil
Deputy District Director
Capital Outlay Program

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Attorney
Department of Transportation

By: _____
Kennard R. Smart, Jr.
General Counsel

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS
AND POLICIES:

Approved: Date:

By: _____
Accounting Administrator

KIA MORTAZAVI
Executive Director, Development

SCOPE OF WORK

This Scope of Work outlines the specific areas of responsibility for various project development activities for the proposed widening of I-405 between I-605 to approximately SR-73.

1. STATE will be the Lead Agency for CEQA and AUTHORITY will be a Responsible Agency for CEQA. STATE will also be the Lead Agency for NEPA, under the authority of the NEPA delegation, except for Air Quality approval for which FHWA is the lead agency. AUTHORITY will assess impacts of PROJECT on the environment and AUTHORITY will prepare the ED and supporting technical studies to meet the requirements of CEQA and NEPA. The draft and final ED will require STATE's review and approval prior to public circulation. AUTHORITY will provide all data for and prepare the Draft Project Report (DPR) and the Project Report (PR). STATE will review, process, and approve the PROJECT and ED under the authority of the NEPA delegation. AUTHORITY will be responsible for the CEQA/NEPA public involvement process, including scoping and public meetings.
2. AUTHORITY and STATE concur that the proposal is a Category 4A as defined in STATE's Project Development Procedures Manual.
3. AUTHORITY will submit drafts of the environmental technical reports and individual sections of the draft environmental documents to STATE, as they are developed, for review and comment. Traffic counts and projections to be used in the various reports shall be supplied by STATE if available, or by AUTHORITY. Existing traffic data shall be furnished by AUTHORITY.
4. STATE will review, monitor, and approve all project development reports, studies, and plans. All reviews performed by STATE shall be completed within 30 days.
5. STATE will prepare the revised freeway Agreement and obtain approval of any new public road connection(s) from the California Transportation Commission.
6. All phases of PROJECT, from inception through construction, whether implemented by AUTHORITY or STATE, will be developed in accordance with all policies, procedures, practices, and standards that STATE would normally follow.
7. Detailed steps in the project development process are attached to this Scope of Work. These Attachments are intended as a guide to STATE's and AUTHORITY's staff.

**ATTACHMENT 1
PLANNING PHASE ACTIVITIES**

PROJECT ACTIVITY	RESPONSIBILITY	
	STATE	AUTHORITY
1. ENVIRONMENTAL ANALYSIS & DOCUMENT PREPARATION		
Establish Project Development Team (PDT)		X
Approve PDT		X
Project Category Determination	X	
Identify Preliminary Alternatives and Costs		X
Prepare and Submit Environmental Studies and Draft PR		X
Review and Approve Environmental Studies and Draft PR	X	
Prepare and Submit Draft Environmental Document (DED)		X
District Review of DED & Draft PR	X	
Circulate DED		
		X
Issue Notice of Availability of DED		X
Hold Public Meetings		X
Prepare and Submit Final ED		X
District Review and Approve Final ED and Final PR	X	
2. PROJECT GEOMETRICS DEVELOPMENT		
Prepare Existing Traffic Analysis		X
Prepare Future Traffic Volumes for Alternatives		X
Prepare Project Geometrics and Profiles		X
Prepare Layouts and Estimates for Alternatives		X
Prepare Operational Analysis for Alternatives		X
Review and Approve Project Geometrics and Operational Analysis	X	
3. PROJECT APPROVAL		
Lead Agency for Environmental Compliance Certifies ED in Accordance with its Procedures	X	
Finalize and Submit PR with Certified ED for Approval		
X		
Approve Project Report	X	

ATTACHMENT 2

EXISTING CONDITIONS & BACKGROUND

I-405 in Orange County north of SR-73 to I-605 has several distinct segments. The freeway segment from SR-73 north to Euclid Street has been reconstructed. This segment has a single HOV lane and six (6) general-purpose lanes in each direction with numerous auxiliary lanes and braided ramps serving interchanges at Fairview Road, Harbor Boulevard (including a new ramp from South Coast Drive and Hyland Avenue), and Euclid Street.

At Euclid Street, there is a “lane drop”. North of Euclid Street, there are five (5) general-purpose lanes and a single HOV lane in each direction.

There is another lane drop at Brookhurst Street. North of Brookhurst Street to SR-22 (near Valley View Street), there are four (4) general-purpose lanes and a single HOV lane in each direction. There are no auxiliary lanes in this section that has interchanges at Warner Avenue, Magnolia Street, Edinger Avenue, Beach Boulevard (including ramps terminating at Center Avenue), Bolsa Avenue, Goldenwest Street, Westminster Boulevard (including a ramp terminating on Willow Lane), Springdale Street, Garden Grove Boulevard, and Valley View Street. This segment has the least number of travel lanes in the study area.

In the SR-22 overlap segment between Valley View Street and the SR-22 (7th Street ramps) there are six (6) general-purpose lanes and a single HOV lane in each direction. There is a lane drop on I-405 at the SR-22 (7th Street) ramps. North of the SR-22 (7th Street) ramps to I-605, there are five (5) general-purpose lanes and a single HOV lane in each direction. There is a southbound auxiliary lane from the SR-22 (7th Street) entrance ramp to the Seal Beach Boulevard exit ramp. There are also auxiliary lanes in the I-605 interchange area.

Caltrans has prepared detailed engineering for auxiliary lanes between Beach Boulevard and Magnolia Street in both directions. There is sufficient width to provide an auxiliary lane at the southbound direction between the Magnolia Street on-ramp and the Warner Avenue off-ramp. However, the length of the section is too short to be striped as an auxiliary lane based on Caltrans standards, so the section has a wider than typical outside travel lane. Caltrans has conducted Project Study Reports for auxiliary lanes and other improvements at the following locations:

- Magnolia Street to Brookhurst Street southbound (EA 0C760K);
- Brookhurst Street to Warner Avenue northbound (EA 0C770K)
- Ellis Street/Euclid Avenue to Brookhurst Street northbound (EA0C780K)
- Talbert Avenue to Ellis Street/Euclid Avenue southbound (EA 0C790K)

**POWERPOINT
PRESENTATION**

DRAFT

REQUEST FOR PROPOSALS (RFP) 8-0693

Project Report and Environmental Document Preparation Consultant Services for Widening Interstate 405



ORANGE COUNTY TRANSPORTATION AUTHORITY
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282 tele; (714) 560-5770 fax; sholt@octa.net

Key RFP Dates

Issued:	April 14, 2008
Pre-Proposal Conference:	April 21, 2008
Written Questions:	April 28, 2008
Proposal Due:	May 14, 2008
Interview Date:	May 29, 2008

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Ex-Officio Member*

CHIEF EXECUTIVE OFFICE

*Arthur T. Leahy
Chief Executive Officer*

April 14, 2008

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS
RFP 8-0693: "Project Report and Environmental Document
Preparation Consultant Services for Widening Interstate
405"**

Gentlemen/Ladies:

The Orange County Transportation Authority ("Authority") invites proposals from qualified consultants for project report and environmental document preparation consultant services for widening Interstate 405.

Proposals must be submitted in the Orange County Transportation Authority's office at or before 2:00 p.m. on May 14, 2008.

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

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

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

Parties interested in obtaining a copy of this Request for Proposals (RFP) 8-0693 may do so by faxing their request to (714) 560-5792, e-mailing 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) 8-0693

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

To receive all further information regarding this RFP 8-0693, firms must be registered on CAMMNet with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Commodities for this solicitation are:

<u>Category(s):</u>	<u>Commodity(s):</u>
Professional Services	Engineering – General
Professional Services	Engineering – Civil
Professional Services	Engineering – Traffic
Professional Services	Engineering – Right of Way
Professional Services	Engineering – Environmental
Professional Services	Engineering - Structural
Professional Services	Engineering Drawings
Professional Services	Impact Studies, Environmental
Professional Consulting	Consultant Services - General
Professional Consulting	Consultant Services - Transit Planning
Professional Consulting	Consultant Services - Transportation Planning
Professional Consulting	Traffic Planning Consulting
Professional Consulting	Architectural & Engineering Design Consulting
Professional Consulting	Environmental Consulting

A pre-proposal conference will be held on April 21, 2008, at 2:00 p.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 154. All prospective Offerors are encouraged to attend the pre-proposal conference.

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

The Authority has established May 29, 2008 as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

Bidders are advised that, as required by federal law, the State has established a statewide overall DBE goal. This Agency federal-aid contract is considered to be part of the statewide overall DBE goal. The Agency is required to report to Caltrans on DBE participation for all Federal-aid contracts each year so that attainment efforts may be evaluated. Offerors shall ensure that in regard to this RFP, DBE's will be afforded full opportunity to compete for subcontracting work and will not be discriminated against on the grounds of race, color, sex, religion or national origin.

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

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

Sincerely,

Susan A. Holt
Senior Contract Administrator
Capital Projects

Contracts Administration and Materials Management Note:
Comments relative to this draft RFP should be submitted in writing no later than April 14, 2008 to Susan Holt, 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 April 21, 2008, at 2:00 p.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 154. All prospective Offerors are 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 Orange County Transportation Authority (Authority) staff regarding this RFP are to be directed to the following Contract Administrator:

Susan A. Holt, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street, P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5660, Fax: 714.560.5792, or E-Mail: sholt@octa.net

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 2:00 p.m., April 28, 2008.
- 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.
 - (3) Facsimile: The Authority's fax number is (714) 560-5792.
 - (4) E-Mail: Susan A. Holt, Senior Contract Administrator, e-mail address is sholt@octa.net.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, the Authority's interactive website, no later than May 5, 2008. 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 Susan A. Holt, 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:

<u>Category(s):</u>	<u>Commodity(s):</u>
Professional Services	Engineering – General
Professional Services	Engineering – Civil
Professional Services	Engineering – Traffic
Professional Services	Engineering – Right of Way
Professional Services	Engineering – Environmental
Professional Services	Engineering - Structural
Professional Services	Engineering Drawings
Professional Services	Impact Studies, Environmental
Professional Consulting	Consultant Services - General
Professional Consulting	Consultant Services - Transit Planning
Professional Consulting	Consultant Services - Transportation Planning
Professional Consulting	Traffic Planning Consulting
Professional Consulting	Architectural & Engineering Design Consulting
Professional Consulting	Environmental Consulting

Inquiries received after 2:00 p.m. on April 28, 2008, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted in the Orange County Transportation Authority's office at or before 2:00 p.m. on May 14, 2008.

Proposals received after the above specified date and time will not be accepted by the Authority and will be returned to the Offeror 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: Susan A. Holt, Senior Contract Administrator**

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

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

Firms must obtain a Visitor Badge from the Receptionist in the lobby of the 600 Building before delivering any information to the CAMM Department.

3. Identification of Proposals

Offeror shall submit an **original and 7 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 8-0693: Project Report and Environmental Document
Preparation Consultant Services for Widening Interstate 405"**

4. Acceptance of Proposals

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

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

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

L. CONFLICT OF INTEREST

Offerors are advised that federal transit law requires grantees to award contracts through a process of full and open competition, and that any organizational conflict of interest that gives any party an unfair competitive advantage are considered restrictive of competition under paragraph 8(a)(5) of FTA Circular 4220.1E. By responding to this Request for Proposals, each Offeror represents (a) that such Offeror does not have access to any information not available to the other Offerors, as the result of an existing relationship with the Authority, that might be deemed to give it a competitive advantage over other Offerors, and (b) that no other organizational conflict of interest exists providing such Offeror an unfair competitive advantage over the other Offerors.

M. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This contract is subject to Title 49 Code of Federal Regulations (CFR), Part 26, entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" (Regulations). The Regulations in their entirety and corresponding directives are incorporated herein by this reference. Offerors are to be fully informed with respect to the DBE requirements delineated in Section IV of this RFP and the applicable Regulations.

Offerors shall ensure that in regard to this RFP, DBE's will be afforded full opportunity to compete for subcontracting work and will not be discriminated against on the grounds of race, color, sex, religion or national origin.

SECTION II
PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT AND FORMS**A. PROPOSAL FORMAT AND CONTENT****1. Presentation**

Proposals shall be typed, with 12 pt 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" x 17" format. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, excluding any appendices.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Susan A. Holt, 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 contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact persons name and address, phone number and fax number. Relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgment of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

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

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- (2) Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project. The Authority does not have a policy for debarment or disqualifying firms.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.
- (5) Provide a list of past joint work by the Offeror and each subcontractor, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.
- (6) A minimum of three (3) references should be given. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as

related experience.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method that will be used by the Offeror to manage the project as well as identify key personnel assigned. Proposed Staffing and Organization are to be presented by Offeror for project identified in the Scope of Work.

Offeror to:

- (1) Provide education, experience and applicable professional credentials of project staff. Include applicable professional credentials of "key" project staff.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, 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.
- (4) Include a project organization chart that clearly delineates communication/reporting relationships among the project staff, including subconsultants.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

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

Offeror to:

- (1) Describe the approach and work plan for completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.

- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who in the firm would perform them.
- (3) Furnish a project schedule for each task and subtask in terms of elapsed weeks from the project commencement date.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (5) Identify any special issues or problems that are likely to be encountered during this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

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 Section IV. Proposed Agreement.

4. Cost and Price Proposal

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

5. Appendices

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

B. FORMS**PARTY AND PARTICIPANT DISCLOSURE FORMS – EXHIBIT A**

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete and sign the Party and Participant Disclosure Forms provided in Exhibit A of this RFP and submit as part of the proposal. Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal and it should be included in only the **original** proposal. The prime contractor and subcontractors must complete the form entitled "Party Disclosure Form". Lobbyists or agents representing the prime contractor in this procurement must complete the form entitled "Participant Disclosure Form". Reporting of campaign contributions is a requirement from the proposed submittal date up and until the Authority's Board of Directors takes action. Reporting of campaign contributions is a requirement from the proposed submittal date up and until the Authority's Board of Directors take action, which is anticipated to be July 14, 2008.

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – EXHIBIT B**Primary Participant and Lower-Tier Participants****a. Policy**

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded, as defined in the Federal Transit Administration (FTA) Circular 2015.1, dated April 28, 1989 may not take part in any federally funded transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, the Authority, may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period.

A certification process has been established by 49 CFR Part 29, as a means to ensure that debarred suspended or voluntarily excluded persons or firms do not participate in Federally assisted projects. The inability to provide the required certification will not necessarily result in denial of participation in a covered transaction. A person or firm that is unable to provide a positive certification as required by this solicitation, must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

b. Submission Requirements

Each Offeror shall complete the certification, "Certification of Primary Participant Regarding Debarment, Suspension and other Responsibility Matters," Exhibit B, included in this RFP, for itself and its principals, and submit this certification with its proposal. Failure to do so may result in rejection of the proposal.

If the Offeror plans to use subcontractors on the project, the Offeror, shall have all subcontractors with contracts in excess of \$100,000 complete a certification for lower-tier participation and submit the certification with its proposal.

If a prime or subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, immediate written notice shall be provided to the Authority.

DISCLOSURE OF LOBBYING ACTIVITIES – EXHIBIT C

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

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

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

LOCAL AGENCY PROPOSER BIDDER DBE (Consultant Contract) INFORMATION (10-O) EXHIBIT D-2

Local Agency Proposer/Bidder DBE (Consultant Contract) Information (also referred to as Exhibit 10-O) should be submitted by the successful Offeror upon award.

BIDDERS LIST – EXHIBIT D-3

The Offeror is to complete all requested information on the **Bidders List** in Exhibit D-3 for every firm who submitted a bid, proposal or quote, including the primary Offeror, and submit this information at the time of proposal submission.

CERTIFICATION OF COMPLIANCE REGARDING ALCOHOL AND DRUG POLICY FORM – EXHIBIT E

The Offeror agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 653 and 654, produce and documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the Authority, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Offeror agrees further to certify annually its compliance with Parts 653 and 654 before December 31st to the Authority. To certify compliance the Offeror shall use the “Substance Abuse Certifications” in the “Annual list of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

Offeror is required to submit Exhibit E, Drug and Alcohol Certification in their proposal, or the proposal may be considered non-responsive and not considered for further review.

STATUS OF PAST AND PRESENT CONTRACTS FORM – EXHIBIT F

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 a current contact name and telephone number for each contract and indicated 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 that the information provided is true and accurate. If there is no information to report Offeror shall indicate as such by stating “N/A” on the form. 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.

SECTION III
EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

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

2. **Staffing and Project Organization** **35 %**
 Qualifications of "Key personnel", especially the Project Manager, including their relevant past experience. Key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; adequacy of labor commitment; references from past projects; logic of project organization; concurrence in the restrictions on changes in key personnel; and licensed Project Engineer.

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

B. EVALUATION PROCEDURE

An Evaluation Committee will be appointed to review all proposals received. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals. Each member of the Evaluation Committee will then evaluate each proposal using the criteria identified in Section III. A. to arrive at a "proposal score" for each proposal. Based on the proposal scores, a list of Offerors within a competitive range will be developed based upon the totals of each committee member's score for each proposal.

The Authority has established **May 29, 2008** as the date to conduct interviews. All prospective Offerors will be asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further consideration. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the Offeror's proposal and

qualifications.

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

C. AWARD

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

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror. The selected Offeror(s) may be required to submit to an audit of its financial records to confirm its financial stability and its accounting system.

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

SECTION IV
PROPOSED AGREEMENT

1 B. AUTHORITY's failure to insist in any one or more instances upon CONSULTANT's
2 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or
3 relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or
4 condition(s) and CONSULTANT's obligation in respect thereto shall continue in full force and effect.
5 Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when
6 specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written
7 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

8 **ARTICLE 2. AUTHORITY DESIGNEE**

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

11 **ARTICLE 3. SCOPE OF WORK**

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

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

<u>Names</u>	<u>Functions</u>
/	
/	
/	
/	

23 C. No person named in paragraph B of this Article, or his/her successor approved by
24 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function
25 or level of commitment hereunder be changed, without the prior written consent of AUTHORITY.
26 Should the services of any key person become no longer available to CONSULTANT, the resume and

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

6 **ARTICLE 4. TERM OF AGREEMENT**

7 This Agreement shall commence upon the effective date of this Agreement, and shall continue
 8 in full force and effect through December 31, 2011, unless earlier terminated or extended as provided in
 9 this Agreement.

10 **ARTICLE 5. PAYMENT**

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

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

<u>Task</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Project Management/Coordination/Administration	\$.00
2	Engineering Development	\$.00
3	Project Report Preparation	\$.00
4	Environmental Document	<u>\$.00</u>
TOTAL FIRM FIXED PRICE PAYMENT		<u>\$.00</u>

23 C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding
 24 to the work actually completed by CONSULTANT. Percentage of work completed shall be documented
 25 in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice
 26 submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be

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

7 D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations
8 under this Agreement, AUTHORITY shall retain five percent (5%) of the amount of each invoice
9 submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and
10 shall be paid to CONSULTANT within sixty (60) days of payment of final invoice, unless AUTHORITY
11 elects to audit CONSULTANT's records in accordance with Article 17 of this Agreement. If
12 AUTHORITY elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar
13 days of completion of such audit in an amount reflecting any adjustment required by such audit.

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

- 19 1. Agreement No. C-8-0693;
- 20 2. Specify the task number for which payment is being requested;
- 21 3. The time period covered by the invoice;
- 22 4. Total monthly invoice (including project-to-date cumulative invoice amount) and
23 retention;
- 24 5. Monthly Progress Report;

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

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

11 **ARTICLE 6. PROMPT PAYMENT CLAUSE**

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

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

23 C. These prompt payment provisions must be incorporated in all subcontract agreements
 24 issued by CONSULTANT under this Agreement.

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ARTICLE 7. MAXIMUM OBLIGATION

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

ARTICLE 8. NOTICES

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

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584

ATTENTION:

ATTENTION: Susan A. Holt
Senior Contract Administrator
(714) 560 - 5660

ARTICLE 9. INDEPENDENT CONTRACTOR

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

1 compensation, workers' compensation and similar matters.

2 **ARTICLE 10. INSURANCE**

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

6 1. Commercial General Liability, to include Products/Completed Operations,
7 Independent Contractors', Contractual Liability, and Personal Injury with a minimum limit of
8 \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

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

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

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

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

15 B. Proof of such coverage, in the form of an insurance company issued policy endorsement
16 and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of
17 any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days
18 from the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and
19 agents designated as additional insured on the general and automobile liability. Such insurance shall
20 be primary and non-contributive to any insurance or self-insurance maintained by AUTHORITY.
21 Furthermore, AUTHORITY reserves the right to request certified copies of all related insurance
22 policies.

23 C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement
24 Number C-8-0693; and, the Contract Administrator's Name, Susan A. Holt.

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

4 **ARTICLE 11. ORDER OF PRECEDENCE**

5 Conflicting provisions hereof, if any, shall prevail in the following descending order of
6 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 8-
7 0693, (3) CONSULTANT's technical proposal dated May 14, 2008; (4) CONSULTANT's cost proposal
8 dated _____, 2008; and (4) all other documents, if any, cited herein or incorporated by
9 reference.

10 **ARTICLE 12. CHANGES**

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

19 **ARTICLE 13. DISPUTES**

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

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

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

15 **ARTICLE 14. TERMINATION**

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

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

9 **ARTICLE 15. INDEMNIFICATION**

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

16 **ARTICLE 16. ASSIGNMENTS AND SUBCONTRACTS**

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

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

1 employees or sureties for nonpayment by CONSULTANT.

<u>Subcontractor Name/Addresses</u>	<u>Subcontractor Amounts</u>
/	.00
/	.00

5 **ARTICLE 17. AUDIT AND INSPECTION OF RECORDS**

6 CONSULTANT shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the
 7 Comptroller General of the United States, or other agents of AUTHORITY, such access to
 8 CONSULTANT's accounting books, records, payroll documents and facilities of the CONSULTANT
 9 which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all
 10 accounting books, records, work data, documents and activities related hereto. CONSULTANT shall
 11 maintain such books, records, data and documents in accordance with generally accepted accounting
 12 principles and shall clearly identify and make such items readily accessible to such parties during
 13 CONSULTANT's performance hereunder and for a period of four (4) years from the date of final
 14 payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this
 15 Agreement shall also extend to all first-tier subcontractors identified in Article 16 of this Agreement.
 16 CONSULTANT shall permit any of the foregoing parties to reproduce documents by any means
 17 whatsoever or to copy excerpts and transcriptions as reasonably necessary.

18 **ARTICLE 18. FEDERAL, STATE AND LOCAL LAWS**

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

22 **ARTICLE 19. EQUAL EMPLOYMENT OPPORTUNITY**

23 In connection with its performance under this Agreement, CONSULTANT shall not discriminate
 24 against any employee or applicant for employment because of race, religion, color, sex, age or national
 25 origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that
 26 employees are treated during their employment, without regard to their race, religion, color, sex, age or

1 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,
2 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other
3 forms of compensation; and selection for training, including apprenticeship.

4 **ARTICLE 20. CIVIL RIGHTS ASSURANCE**

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

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

12 B. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the
13 Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and
14 retention of subcontractors, including procurements of materials and leases of equipment. The
15 CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by
16 Section 21.5 of the Regulations, including employment practices when the Agreement covers a
17 program set forth in Appendix B of the Regulations.

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

24 D. Information and Reports: CONSULTANT shall provide all information and reports required
25 by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records,
26 accounts, other sources of information, and its facilities as may be determined by the AUTHORITY to

1 be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any
2 information required of a CONSULTANT is in the exclusive possession of another who fails or refuses
3 to furnish this information the CONSULTANT shall so certify to the AUTHORITY as appropriate, and
4 shall set forth what efforts it has made to obtain the information.

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

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

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

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

20 **ARTICLE 21. RACE NUETRAL DBE PARTICIPATION**

21 A. At the time of contract execution, CONSULTANT has committed to use its reasonable best
22 efforts to utilize DBE(s) in the performance of this DOT-assisted contract, and further agrees to ensure
23 (to the extent reasonably possible) that DBE subcontractors, if any, listed on the "Local Agency
24 Proposer/Bidder-DBE (Consultant Contracts) Information" form, Exhibit D-2, which is attached herein, to
25 perform work and/or supply materials in accordance with original commitments, unless otherwise
26 directed and/or approved by the AUTHORITY prior to the CONSULTANT effectuating any changes to its

1 race-neutral DBE participation commitment(s).

2 B. This project is subject to Title 49 CFR Part 26, "Participation by Disadvantaged Business
3 Enterprises in Department of Transportation Programs." The AUTHORITY encourages the
4 participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed in whole or in
5 part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of the
6 AUTHORITY to:

7 1. Fulfill the spirit and intent of the Federal DBE Program regulations published under U.S.
8 DOT Title 49 CFR, Part 26, by ensuring that DBEs have equitable access to participate in all of
9 AUTHORITY's DOT-assisted contracting opportunities.

10 2. Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and
11 subcontracts.

12 3. Ensure non-discrimination in the award and administration of AUTHORITY's DOT-
13 assisted contracts.

14 4. Create a level playing field on which DBEs can compete fairly for DOT-assisted
15 contracts.

16 5. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted
17 to participate as DBEs.

18 6. Help remove barriers to the participation of DBEs in DOT-assisted contracts.

19 7. Assist in the development of firms that can compete successfully in the marketplace
20 outside the DBE Program.

21 8. CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex
22 in the award and performance of subcontracts.

23 C. Any terms used in this section that is defined in 49 CFR Part 26, or elsewhere in the
24 Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or
25 inconsistencies between the Regulations and the AUTHORITY's DBE Program with respect to DOT-
26 assisted contracts, the Regulations shall prevail.

1 D. AUTHORITY's new Race-Neutral DBE Policy Implementation Directives: Pursuant to
2 recently released Race-Neutral DBE policy directives issued by the U.S. DOT and the California
3 Department of Transportation in response to the Ninth Circuit U.S. Court of Appeals decision in
4 Western States Paving Co. v. Washington State Department of Transportation, AUTHORITY has
5 implemented a wholly Race-Neutral DBE Program. A Race-Neutral DBE Program is one that, while
6 benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program,
7 AUTHORITY does not establish numeric race-conscious DBE participation goals on its DOT-assisted
8 contracts. CONSULTANT shall not be required to achieve a specific level of DBE participation as a
9 condition of contract compliance in the performance of this DOT-assisted contract. However,
10 CONSULTANT shall adhere to race-neutral DBE participation commitment(s) made at the time of
11 contract award.

12 E. Definitions -The following definitions apply to the terms as used in these provisions:

13 1. "Disadvantaged Business Enterprise (DBE)" means a small business concern: (a) which
14 is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in
15 the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or
16 more socially and economically disadvantaged individuals; and (b) whose management and daily
17 business operations are controlled by one or more of the socially and economically disadvantaged
18 individuals who own it.

19 2. "Small Business Concern" means a small business as defined pursuant to Section 3 of
20 the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small
21 business concern shall not include any concern or group of concerns controlled by the same socially
22 and economically disadvantaged individual or individuals which has annual average gross receipts in
23 excess of \$19.57 million over the previous three fiscal years.

24 3. "Socially and Economically Disadvantaged Individuals" means those individuals who are
25 citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans,
26 Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women

1 and any other minorities or individuals found to be disadvantaged by the Small Business Administration
2 pursuant to Section 8(a) of the Small Business Act, or by AUTHORITY pursuant to 49 CFR part 26.65.

3 Members of the following groups are presumed to be socially and economically disadvantaged:

- 4 a. "Black Americans," which includes persons having origins in any of the Black racial
5 groups of Africa;
- 6 b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban,
7 Central or South American, or other Spanish or Portuguese culture or origin,
8 regardless of race;
- 9 c. "Native Americans," which includes persons who are American Indians, Eskimos,
10 Aleuts, or Native Hawaiians;
- 11 d. "Asian-Pacific Americans," which includes persons whose origins are from Japan,
12 China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam,
13 the U.S. Trust Territories of the Pacific, and the Northern Marianas;
- 14 e. "Asian-Indian Americans," which includes persons whose origins are from India,
15 Pakistan, and Bangladesh; and
- 16 f. Women, regardless of ethnicity or race.

17 4. "Owned and Controlled" means a business: (a) which is at least 51 percent owned by
18 one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned
19 business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically
20 Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled
21 by one or more such individuals.

22 5. "Manufacturer" means a firm that operates or maintains a factory or establishment that
23 produces on the premises the materials or supplies obtained by the CONSULTANT.

24 6. "Regular Dealer" means a firm that owns, operates or maintains a store, warehouse, or
25 other establishment in which the materials or supplies required for the performance of the contract are
26 bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must

1 engage in, as its principal business, and in its own name, the purchase and sale of the product in
2 question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products
3 need not keep such products in stock if it owns or operates distribution equipment.

4 7. "Other Socially and Economically Disadvantaged Individuals" means those individuals
5 who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-
6 case basis, are determined by Small Business Administration or the AUTHORITY to meet the social
7 and economic disadvantage criteria described below.

8 a. Social Disadvantage- (i)The individual's social disadvantage must stem from
9 his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated
10 from the mainstream of American society, or other similar cause beyond the individual's control. (ii) The
11 individual must demonstrate that he/she has personally suffered social disadvantage. (iii) The
12 individual's social disadvantage must be rooted in treatment, which he/she has experienced in
13 American society, not in other countries. (iv) The individual's social disadvantage must be chronic,
14 longstanding and substantial, not fleeting or insignificant. (v) The individual's social disadvantage must
15 have negatively affected his/her entry into and/or advancement in the business world. A determination
16 of social disadvantage must be made before proceeding to make a determination of economic
17 disadvantage.

18 b. Economic Disadvantage – (i) The individual's ability to compete in the free
19 enterprise system has been impaired due to diminished capital and credit opportunities, as compared to
20 others in the same line of business and competitive market area that are not socially disadvantaged. (ii)
21 The following criteria will be considered when determining the degree of diminished credit and capital
22 opportunities of a person claiming social and economic disadvantage: With respect to the individual:
23 availability of financing; bonding capability; availability of outside equity capital; and available markets.
24 With respect to the individual and the business concern: personal and business assets; personal and
25 business net worth; and personal and business income and profits.

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1 8. Race-Neutral DBE Submission and Ongoing Reporting Requirements (Post-Award).
2 CONSULTANT shall complete and submit the following DBE exhibits (forms) at the times specified:

3 a. “Monthly Race-Neutral DBE Subcontractors Paid Report Summary and Payment
4 Verification” (Form 103).

5 b. If CONSULTANT is a DBE firm and/or has proposed to utilize DBE firms,
6 CONSULTANT will be required to complete and submit Form 103 to the AUTHORITY by the 10th of
7 each month until completion of the contract to facilitate reporting of race-neutral DBE participation,
8 following the first month of contract activity. CONSULTANT shall report the total dollar value paid to
9 DBEs for the applicable reporting period. CONSULTANT shall also report the DBE’s Scope of Work
10 and the total subcontract value of commitment for each DBE reported.

11 c. CONSULTANT is advised not to report the participation of DBEs toward the
12 CONSULTANT’s race-neutral DBE attainment until the amount being counted has been paid to the
13 DBE.

14 d. Upon completion of the contract, CONSULTANT will be required to prepare and
15 submit to the AUTHORITY Form 103 clearly marked “Final” to facilitate reporting and capturing actual
16 DBE race-neutral attainments. Additionally, a “Final Report Utilization of Disadvantaged Business
17 (DBE)” (Exhibit 17-F) - shall be completed and signed by the CONSULTANT and shall be submitted
18 to the AUTHORITY with the final invoice.

19 e. CONSULTANT shall complete and submit a Final Form 103 and Exhibit 17-F
20 whether or not DBEs were utilized in the performance of the contract.

21 F. A DBE must be a small business concern as defined pursuant to Section 3 of the U.S.
22 Small Business Act and relevant regulations promulgated pursuant thereto.

23 1. A DBE may participate as a prime CONSULTANT, subcontractor, joint venture
24 partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
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1 2. A DBE joint venture partner must be responsible for specific contract items of work,
2 or clearly defined portions thereof. Responsibility means actually performing, managing and
3 supervising the work with its own forces. The DBE joint venture partner must share in the capital
4 contribution, control, management, risks and profits of the joint venture commensurate with its
5 ownership interest.

6 3. A DBE must perform a commercially useful function in accordance with 49 CFR
7 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its
8 responsibility by actually performing, managing and supervising the work). A DBE should perform at
9 least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is
10 performing a commercially useful function.

11 4. DBEs must be certified by the California Unified Certification Program (CUCP).
12 Listings of DBEs certified by the CUCP are available from the following sources: (a) The CUCP web
13 site, which can be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" web site at
14 <http://www.dot.ca.gov/hq/bep>. (b) The CUCP DBE Directory, which may be obtained from the
15 Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal
16 Oaks Drive, Sacramento, California 95815; Telephone: (916) 445-3520.

17 G. DBE Crediting Provisions: When a DBE is proposed to participate in the contract, either
18 as a prime CONSULTANT or subcontractor, only the value of the work proposed to be performed by
19 the DBE with its own forces may be counted towards race-neutral DBE participation. If a DBE
20 intends to subcontract part of the work of its subcontract to a lower tier subcontractor, the value of
21 the subcontracted work may be counted toward race-neutral DBE participation only if the DBE
22 subcontractor is a certified DBE and actually performs the work with their own forces. Services
23 subcontracted to a non-DBE firm may not be credited toward the prime CONSULTANT's race-
24 neutral DBE attainment.

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1 1. CONSULTANT is to calculate and credit participation by eligible DBE vendors of
2 equipment, materials, and suppliers toward race-neutral DBE attainment, as follows: (a) Sixty
3 percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract,
4 obtained from a regular dealer; or (b) One hundred percent (100%) of expenditure(s) for equipment,
5 materials and supplies required under the contract, obtained from a DBE manufacturer (c) Brokers,
6 and Packagers may be credited towards CONSULTANT's race-neutral DBE attainment, provided
7 that the fee or commission is reasonable, and not excessive, as compared with fees or commissions
8 customarily allowed for similar work, including fees and commissions charged for providing bona fide
9 professional or technical services, or procurement of essential personnel, facilities, equipment,
10 materials, or supplies required in the performance of the contract. Fees charged for delivery of
11 material and supplies (excluding the cost of materials or supplies themselves) when the licensed
12 hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material
13 and supplies. Fees and commissions charged for providing any insurance specifically required in
14 the performance of the contract.

15 2. CONSULTANT may count the participation of DBE trucking companies toward
16 race-neutral DBE attainment, as follows: the DBE must be responsible for the management and
17 supervision of the entire trucking operation for which it is responsible on a particular contract; the
18 DBE must itself own and operate at least one fully licensed, insured, and operational truck used on
19 the contract; the DBE receives credit for the total value of the transportation services it provides on
20 the contract using trucks it owns, insures, and operates using drivers it employs; DBE may lease
21 trucks from another DBE firm, including an owner-operator who is certified as a DBE; the DBE who
22 leases trucks from another DBE receives credit for the total value of the transportation services the
23 lessee DBE provides on the contract. The DBE may also lease trucks from a non-DBE firm,
24 including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only
25 for the fee or commission it receives as a result of the lease arrangement. The DBE does not
26

1 receive credit for the total value of the transportation services provided by the lessee, since these
2 services are not provided by a DBE.

3 3. For purposes of this paragraph, a lease must indicate that the DBE has exclusive
4 use of and control over the truck. This does not preclude the leased truck from working for others
5 during the term of the lease with the consent of the DBE, so long as the lease gives the DBE
6 absolute priority for use of the leased truck. Leased trucks must display the name and identification
7 number of the DBE.

8 4. If CONSULTANT listed a non-certified DBE 1st tier subcontractor to perform work
9 on this contract, and the non-certified DBE subcontractor subcontracts a part of its work or
10 purchases materials and/or supplies from a lower tier DBE certified subcontractor or vendor, the
11 value of work performed by the lower tier DBE firm's own forces can be counted toward race-neutral
12 DBE participation on the contract.

13 H. DBE subcontractors listed by the CONSULTANT in its "Local Agency Proposer/Bidder-DBE
14 (Consultant Contracts)-Information" form (Exhibit D-2) submitted at the time of award shall perform the
15 work and supply the materials for which they are listed, unless the CONSULTANT has received prior
16 written authorization from the AUTHORITY to perform the work with other forces or to obtain the
17 materials from other sources. CONSULTANT shall provide written notification to AUTHORITY in a
18 timely manner of any changes to its anticipated DBE participation. This notice should be provided prior
19 to the commencement of that portion of the work.

20 I. In the event CONSULTANT identifies additional DBE subcontractors or suppliers not
21 previously identified by CONSULTANT for race-neutral DBE participation under the contract,
22 CONSULTANT shall notify AUTHORITY by submitting "Request for Additional DBE Firm" form.
23 CONSULTANT shall also submit, for each DBE identified after contract execution, a written
24 confirmation from the DBE acknowledging that it is participating in the contract for a specified value,
25 including the corresponding Scope of Work (a subcontract agreement can serve in lieu of the written
26 confirmation).

1 J. DBE Certification Status- If a listed DBE subcontractor is decertified during the life of the
2 project, the decertified subcontractor shall notify CONSULTANT in writing with the date of
3 decertification. If a non-DBE subcontractor becomes a certified DBE during the life of the project,
4 the DBE subcontractor shall notify CONSULTANT in writing with the date of certification.
5 CONSULTANT shall furnish the written documentation to AUTHORITY in a timely manner.
6 Notification to the AUTHORITY shall additionally be provided via the "Disadvantaged Business
7 Enterprise Certification Status Change" Form (Exhibit 17-F) with the final invoice.

8 K. In compliance with State and Federal anti-discrimination laws, CONSULTANT shall affirm
9 that they will not exclude or discriminate on the basis of race, color, national origin, or sex in
10 consideration of contract award opportunities. Further, CONSULTANT shall affirm that they will
11 consider, and utilize subcontractors and vendors, in a manner consistent with non-discrimination
12 objectives.

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

15 M. The CONSULTANT shall maintain records of materials purchased and/or supplied from all
16 subcontracts entered into with certified DBEs. The records shall show the name and business address
17 of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier.
18 The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime
19 CONSULTANTS shall also show the date of work performed by their own forces along with the
20 corresponding dollar value of the work.

21 N. Only legitimate DBEs are eligible to participate as DBEs in DOT-assisted contracts.
22 Therefore, CONSULTANT is hereby cautioned against knowingly and willfully using "fronts". The use of
23 "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations.
24 Further, any indication of fraud, waste, abuse or mismanagement of Federal funds should be
25 immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-
26 free hotline: (800) 424-9071; or to the following field office: FTA Special Agent-in-Charge, 210 Mission

Street, Room 2210, San Francisco, CA 94105-1839; Telephone: (415) 744-3133; Fax: (415) 744-2726.

ARTICLE 22. PROHIBITED INTERESTS

A. 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.

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

ARTICLE 23. 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.

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

6 **ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

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

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

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

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

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

17 **ARTICLE 26. FORCE MAJEURE**

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

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1 **ARTICLE 27. ALCOHOL AND DRUG POLICY**

2 A. CONSULTANT agrees to establish and implement an alcohol and drug program that
3 complies with 49 Code of Federal Regulations Part 655, produce any documentation necessary to
4 establish its compliance with Part 655, and permit any authorized representative of the United States
5 Department of Transportation or its operating administrations, the State Oversight Agency of California,
6 or AUTHORITY, to inspect the facilities and records associated with the implementation of the alcohol
7 and drug testing program as required under 49 CFR Part 655 and review the testing process.

8 B. CONSULTANT agrees further to certify annually its compliance with Part 655 before July
9 14, 2008 and to submit the Management Information System reports to, and when requested by,
10 AUTHORITY's Project Manager and AUTHORITY's Alcohol and Drug Program Manager. To certify
11 compliance CONSULTANT shall use the "Substance Abuse Certifications" and the "Annual List of
12 Certifications and Assurances for Federal Transit Administration (FTA) Grants and Cooperative
13 Agreements," which is published annually in the Federal Register.

14 C. On an annual basis, and no later than February 15 of each year, CONSULTANT shall
15 submit to AUTHORITY's Human Resources Division annual drug and alcohol testing data using the
16 appropriate FTA prescribed forms. The report shall cover testing conducted during the previous
17 calendar year. It shall be addressed as follows:

18 OCTA Human Resources
19 Attn: Alcohol and Drug Program Manager
20 550 S. Main Street
21 P. O. Box 14184
22 Orange, CA 92863-1584

23 D. Using the EZ format prescribed by the FTA for the annual report, CONSULTANT shall send
24 a quarterly drug and alcohol testing report to the Project Manager, with a copy to the Alcohol and Drug
25 Program Manager in Human Resources. The quarterly report must be submitted no later than the 15th
26 of the month following the close of each quarter (April, July, October, January).

1 E. CONSULTANT agrees further to submit upon request a copy of the Policy Statement
2 developed to implement its alcohol and drug testing program.

3 F. Failure to comply with this Article may result in nonpayment or termination of this
4 Agreement.

5 **ARTICLE 28. PRIVACY ACT**

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

13 **ARTICLE 29. INCORPORATION OF FHWA TERMS**

14 All contractual provisions required by U.S. Department of Transportation (USDOT), whether or
15 not expressly set forth in this document, as amended, are hereby incorporated by reference. Anything
16 to the contrary herein notwithstanding, all Federal Highway Administration (FHWA) mandated terms
17 shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.
18 CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any requests,
19 which would cause AUTHORITY to be in violation of the FHWA terms and conditions.

20 **ARTICLE 30. FEDERAL CHANGES**

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

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1 **ARTICLE 31. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

2 AUTHORITY and CONSULTANT acknowledge and agree that, notwithstanding any
3 concurrence by the Federal Government in or approval of the solicitation or award of the underlying
4 Agreement, absent the express written consent by the Federal Government, the Federal Government is
5 not a party to this Agreement and shall not be subject to any obligations or liabilities to the
6 AUTHORITY, CONSULTANT, or any other party (whether or not a party to this Agreement) pertaining
7 to any matter resulting from the underlying Agreement. CONSULTANT agrees to include these
8 requirements in all of its subcontracts.

9 **ARTICLE 32. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND**
10 **RELATED ACTS**

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

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

1 in all of its subcontracts.

2 **ARTICLE 33. RECYCLED PRODUCTS**

3 CONSULTANT shall comply with all the requirements of Section 6002 of the Resource
4 Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the
5 regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the
6 procurement of the items designated in subpart B of 40 CFR Part 247. CONSULTANT agrees to
7 include this requirement in all of its subcontracts.

8 **ARTICLE 34. ENERGY CONSERVATION REQUIREMENTS**

9 CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency
10 which are contained in the state energy conservation plan issued in compliance with the Energy Policy
11 Conservation Act.

12 **ARTICLE 35. CLEAN AIR**

13 CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant
14 to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONSULTANT shall report each violation
15 to AUTHORITY, who will in turn, report each violation as required to assure notification to FTA and the
16 appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its
17 subcontracts.

18 **ARTICLE 36. CLEAN WATER REQUIREMENTS**

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

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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. C-8-0693 to be executed on the date first above written.

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

By _____

Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

By _____

Kennard R. Smart, Jr.
General Counsel

APPROVED:

By _____

Kia Mortazavi
Executive Director, Development

Date _____

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SECTION V
SCOPE OF WORK

SCOPE OF WORK

PROJECT REPORT & ENVIRONMENTAL SERVICES

FOR

**PROPOSED IMPROVEMENTS TO
SAN DIEGO FREEWAY (I-405)**

BETWEEN

**SAN GABRIEL RIVER FREEWAY (I-605)
AND
COSTA MESA FREEWAY (SR-55)**

SCOPE OF WORK

SECTION 1

DESCRIPTION OF PROJECT

1.1 PROJECT DESCRIPTION

1.1-1 Background

The Orange County Transportation Authority (Authority) in cooperation with the California Department of Transportation (Caltrans) and the Federal Highway Administration (FHWA), is issuing Request for Proposals (RFP) 8-0693 for professional and technical consultant services for developing an approved Project Report and Environmental Document (PR/ED) for proposed improvements to the San Diego Freeway (I-405) in Orange County. Consultant shall prepare both the draft and final Project Report (PR) and necessary California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation per the Caltrans Project Development Procedures Manual (PDPM), Caltrans Standard Environmental Reference (SER), and Caltrans District 12 and the FHWA guidelines for the Interstate 405 (I-405) project from Interstate 605 (I-605) at the northern terminus to State Route 55 (SR-55) at the southern terminus, referred to as the Project. The appropriate document for the Project will be an Environmental Impact Report/Statement (EIR/EIS). The EIR/EIS and supporting technical studies shall be submitted to the Authority and Caltrans, as appropriate, for review and approval. Caltrans is now responsible for the policy and procedures for compliance with NEPA and other Federal environmental laws, regulations and Executive Orders for projects assigned to Caltrans under Section 6004 of SAFETEA-LU (Section 6004 MOU) signed June 7, 2007 and the Section 6005 MOU effective July 1, 2007. The Consultant will also be responsible for implementing the CEQA/NEPA public involvement process and providing support to Authority and Caltrans for the Public Outreach efforts.

In addition to the No Build Alternative, the EIR/EIS will examine the environmental impacts of the two build alternatives. Under NEPA, all alternatives under consideration, shall contain an equal level of analysis. The EIR/EIS will propose mitigation measures and modifications in design to mitigate the impacts resulting from the proposed Project. The EIR/EIS will also evaluate the proposed Project impacts in relation to existing and future projects within the study area. This will include but are not limited to the following disciplines: air quality, biology, community

impacts, cultural resources, floodplain, geology/seismicity, relocation impacts, Sections 4(f) and 6(f), traffic and circulation, traffic noise, water quality, growth inducement and cumulative impacts.

The EIR/EIS document will be used to support the Project Approval/Environmental Document (PA/ED) phase, which is anticipated to be initiated upon completion of the Project Study Report/Project Development Support (PSR/PDS) document, currently being prepared.

1.1-2 Location and Limits

San Diego Freeway (I-405) from Interstate 605 (I-605), P.M. 24.20, at the northern terminus to State Route 55 (SR-55), P.M. 10.30, at the southern terminus. The total length of the project is approximately 14 miles.

1.1-3 Statement of Intent

Consultant shall perform professional and technical engineering services to prepare a PR and an EIR/EIS for the proposed Project. The Alternatives being considered are described in the following section.

1.1-4 Detailed Proposed Project Alternatives

The EIR/EIS should fully analyze the viable alternatives that are being examined as part of the PSR/PDS. The proposed improvements, described as Alternative 1 and Alternative 2, will be the basis for the work contained in this Scope of Work. The Project Baseline is the No Build Alternative.

1.1-4a Baseline Alternative

The Baseline Alternative represents the “No Build” alternative. No additional lanes or interchange improvements would be provided by this alternative. Compared to the existing condition, the Baseline Alternative assumes the completion of two projects which have approved environmental documentation and are currently programmed. The SR-22 West County Connectors project from Valley View Street to I-605 will provide a second HOV lane in each direction in the segment of I-405 where SR-22 and I-405 overlap. It will also provide HOV direct connectors between I-405 and SR-22 east of Valley View Street and between I-405 and I-605. The Baseline Alternative also includes auxiliary lanes in both directions on I-405 between the Beach Boulevard and Magnolia Street/Warner Avenue interchanges.

1.1-4b Alternative 1: Add One General Purpose Lane in Each Direction

Alternative 1 adds a single general purpose freeway lane in each direction to the I-405 freeway from Euclid Street to the I-605 interchange.

This alternative would be supplemented with auxiliary lanes at various locations. The location and length of the proposed auxiliary lanes are subject to change. Interchange improvements are proposed for each interchange within the project limits. Some interchanges have two options for improvements which will be more fully investigated during the PA/ED phase.

1.1-4c Alternative 2: Add Two General Purpose Lanes in Each Direction

Alternative 2 adds two general purpose freeway lanes in each direction. One lane in each direction would extend from Euclid Street to the I-605 interchange in the north, as in Alternative 1. In the northbound direction, the second lane would extend from Brookhurst Street to the SR-22/7th Street interchange. In the southbound direction, the second lane would extend from the Seal Beach Boulevard on-ramp to Brookhurst Street.

Other features of Alternative 2 are similar to Alternative 1.

1.2 STANDARDS

1.2-1 Latest Editions

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

1.2-2 Conflicts

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

1.2-3 Preliminary Engineering and Environmental Documentation

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

1.2-4 Drafting

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

1.2-5 Reference Materials

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

- Caltrans Highway Design Manual
- Caltrans Project Development Procedures Manual
- Caltrans and FHWA Environmental Guidelines & Manuals
- Caltrans Standard Environmental Reference (SER)
- Caltrans Plan Preparation Manual
- Caltrans CADD Users Manual
- Caltrans Standards Specifications
- Caltrans Standard Plans
- Orange County Hydrology Manual
- Caltrans Right of Way Engineering Procedures Handbook
- Caltrans Survey Manual
- Applicable Caltrans District 12 Design Memorandum
- Applicable Local Codes and Manuals
- Caltrans District 12 Quality Control Review Checklists
- CEQA and NEPA Handbooks

1.2-6 Consultant Deliverables

- All electronic data produced and supporting the PR/ED shall be provided on electronic media (CD, DVD or portable hard drive) in formats consistent with Authority and Caltrans software programs.
- All vector geographic data layers shall be delivered in either ESRI Shapefile or Personal Geodatabase (MS ACCESS) format. Aerial photography shall be delivered in tiled Tagged Image File Format (TIFF) with "world" files or Joint Photographic Experts Group (JPEG) with "world" files. Raster data can be delivered in ArcGRID format. The coordinate system for all geographic data layers shall be California Coordinate System State Plane , Zone VI (FIPS 0406), units = feet, North American Datum 1983.
- All electronic data produced and supporting the PR/ED shall be provided on either 80 min/700mb CDs or DVDs 4.7 GB or 8.5 GB double capacity DVDs using Micro Station Version 08.05.02.47 dgn files, CaiCE Visual Transportation Version 10. SP5 (CaiCE VT). One copy of the data on CD/DVD, including the Engineer's electronic signature and seal, shall be provided to Authority upon completion of the PR and environmental studies/documentation. Authority reserves the right to modify these CD/DVD. Files may be submitted on up to five (5) CDs or, if larger, on DVDs. All submittal files shall be compressed and shall be successfully run through AXIOM FILEFIXER software or EDG.
- All electronic data produced and supporting the PR/ED shall be provided to Authority and shall be organized and indexed. This includes but is not limited to all drawings, reports, tables, graphs, exhibits, and appendices in their original electronic format (.dgn, .dwg, .jpg, .doc, .xls, .pdf, etc.)

SECTION 2

GENERAL CONDITIONS AND REQUIREMENTS

2.1 SCOPE OF WORK GENERAL CONDITIONS AND REQUIREMENTS

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

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

- 2.1-14 The Authority Project Manager will administer the Consultant Agreement and provide general direction to Consultant. Caltrans is responsible for Independent Quality Assurance and approval of reports, plans, estimates and other required items and deliverables.
- 2.1-15 Material to be furnished by Caltrans/Authority (as available):
- Existing aerial photographs and mapping
 - Existing site survey information
 - Existing right-of-way maps
 - Existing land-net information and any pertinent record of information
 - Copies of existing plans (half-size)
 - Existing and future traffic data
- 2.1-16 Caltrans Responsibilities:
- Provide all current standards, existing plans, and manuals (at consultant cost)
 - Perform Independent Quality Assurance for all work and deliverables
 - Attend project meetings
 - Coordinate and communicate with FHWA, as needed
 - Provide general guidance with the preparation of the EIR/EIS and supporting documentation
- 2.1-17 Encroachment Permit:
- It is the responsibility of the Consultant and its sub Consultants to obtain the proper permit(s) from Caltrans and/or local agencies prior to any field surveys.
- 2.1-18 Consultant shall comply with Occupational Safety and Health Act (OSHA) regulations regarding safety equipment and procedures, safety instructions issued by Caltrans, and the safety provisions included in the Caltrans Survey Manual. While working on the job site, Consultant's personnel shall wear white hard hats, rubber soled shoes, and appropriate safety vests. In the case of a discrepancy between the Caltrans and OSHA requirements, the more stringent regulation shall apply.
- 2.1-19 The Consultant team shall be responsible for supporting and assisting Authority staff in the Board approval process during the preparation of the EIR/EIS and PR. These may include but are not limited to: providing project materials for Board packages, assisting and/or making Board presentations, researching/investigating of information requested by the Board, and attending additional meetings/workshops, as necessary. The

Consultant team shall also be responsible for supporting Authority with coordinating with corridor cities regarding various issues related to the Project. The Consultant shall obtain approval from the Authority Project Manager prior to any changes to personnel, including sub-consultants. Key personnel removal without prior consent of the Authority Project Manager shall be deemed as out of contract compliance.

SECTION 3

STATEMENT OF WORK

3.1 TASK 1 - PROJECT MANAGEMENT/COORDINATION/ADMINISTRATION

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

3.1-1 Project Management

Purpose: To provide overall execution and financial management of the Project, including Authority and Caltrans coordination, coordination with local, state and federal regulatory agencies and railroads, tracking progress of the work, administering subcontracts, attending public workshops, preparing invoices, and conducting project meetings.

Methodology: Consultant Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with the scope and requirements of Authority and Caltrans. Consultant shall maintain coordination with other members of the project development team (PDT) and regulatory agencies impacted by the Project. An EIR/EIS task kick-off meeting shall be held soon after contract execution to review project objectives and requirements, receive initial information from agencies, establish communication plan and protocols, and address other issues as necessary to ensure a successful project initiation. Thereafter, Consultant shall actively participate in PDT meetings in conjunction with Authority, Caltrans, and FHWA to discuss progress, coordinate design activities, obtain direction, exchange project information, and identify issues to be resolved. The Consultant shall prepare a Project Management Plan and Financial Plan pursuant to FHWA's Issuance Major Project Guidance, dated January 19, 2007.

Deliverables:

- FHWA Project Management Plan and Financial Plan
- Communication Plan

3.1-2 Coordination/Administration

3.1-2a Coordination and Meetings

Purpose: To meet with affected parties; to discuss / resolve issues pertinent to the analysis, design, and potential environmental impacts of the Project; and to obtain direction for the study.

Methodology: Consultant shall participate in the following meetings:

PDT Meetings with Authority, Caltrans and other key stakeholders will be held as needed (up to a maximum of 36 meetings), to discuss policy, procedure, and make decisions affecting the direction of the Project Report and Environmental Document. Consultant shall prepare and distribute meeting notices, agendas, handout material relevant to the agenda, and meeting minutes.

Agency Coordination/Technical Workshop Meetings will be held to discuss technical issues with specific agencies. Consultant shall participate in a maximum of 10 meetings and will bring progress plans as appropriate. No special presentation materials will be prepared.

Consultant task-specific meetings shall be held as necessary to coordinate environmental and design activities, review assignments and progress, and identify issues to be resolved.

Collateral material shall be black and white.

Deliverables:

- PDT meeting notices, agendas, handouts, and minutes.
- Progress plans

3.1-2b Administration

Purpose: To provide administration to ensure all executive and managerial requirements with the Project are met. The scheduling requirements for the Project is to be considered and documented.

Methodology: Consultant administration shall include the following elements of the work:

- Supervise, coordinate and monitor work for conformance with Caltrans' standards and policies.

- Apply for and obtain Caltrans' and/or local agency encroachment permits necessary for Consultant to be on the job site.
- Prepare, circulate and file correspondence and memos as appropriate.
- Maintain project files using Caltrans Uniform File System.

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

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

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

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

Task 1 - Project Management/Coordination/Administration

Task 2 - Engineering Development

Task 3 - Project Report Preparation

Task 4 - Environmental Document, including Permit Coordination

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

Deliverables:

- Project Master Schedule

3.1-3 Progress Reports.

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

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

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

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

All schedule tasks will be updated to reflect current percent complete. If the latest completion time for a significant work item does not fall within the time allowed by the original Project Master Schedule, the sequence of work and/or duration shall be revised by 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, Consultant falls behind in overall performance in accordance with the current schedule, a project management meeting will be called to determine the cause. If cause is found to be due to Consultant performance, payment to Consultant may be withheld pending the submittal of an action plan outlining the steps which will be taken to correct the identified delay(s).

The initial Project Master Schedule referenced in Section 3.1-2, as agreed to by Authority, shall become the Project target. The target schedule shall be displayed on the updated Project Master Schedule.

Deliverables:

- Monthly Progress Reports

3.1-4 Quality Assurance / Quality Control (QA / QC) Plan.

Purpose: The QA / QC Plan is intended to ensure that the tasks are being prepared and developed in accordance with the Caltrans Quality Assurance Procedures (5 step process per NEPA Pilot Program for the EIR/EIS), is acceptable to the Authority Project Manager, and satisfies the Consultant's internal QA/QC standards.

Methodology: Consultant shall maintain a Quality Assurance / Quality Control Plan throughout performance of the services under this Agreement. The comprehensive quality assurance procedures should outline the independent checking procedures to be performed on report preparation, calculations and drawings, ongoing peer reviews, audits, and management systems to maintain product quality, schedule, and budget adherence. The Caltrans District 12 Quality Control checklists, Caltrans Environmental Document External Quality Control Certification Sheet, and Environmental Document Review Checklist shall be used as part of the quality assurance procedures. Consultant shall sign off on each checklist by sub-functional responsibility before submittal of the draft and final EIR/EIS documents.

All deliverables shall be subjected to a quality control review utilizing Consultant QA/QC Procedures before they are submitted to Authority, Caltrans, and FHWA. Consultant shall prepare a response-to-comments matrix indicating how and where the changes to the documents have been made, when the revised documents are resubmitted to Authority and Caltrans. In addition, the Caltrans Environmental Document External Quality Control Certification Sheet and appropriate tools, as deemed necessary, are to be utilized in the preparation of the EIR/EIS and technical studies. The Environment Document Review Checklist for draft and final environmental documents are to accompany the screencheck draft, draft, and final EIR/EIS, respectively.

Within 7 days of receiving the Notice to Proceed, Consultant shall submit a complete copy of the 5-step review process prepared under the Pilot Program and the QA / QC Plan to both the Authority Project Manager and Caltrans for review. The Consultant shall prepare this QA/QC plan in accordance with Caltrans Environmental Handbook, Volume 1, Chapter 38 Nepa Delegation.

Deliverables:

- 1 copy of QA / QC Plan (5-step process per NEPA Pilot Program)

3.2 TASK 2 - ENGINEERING DEVELOPMENT

Activities consist of the development of engineering plans to support the evaluation of the I-405 Project build alternatives within the draft Project Report and Draft EIR/EIS.

3.2-1 Data Collection

Purpose: The Consultant shall obtain existing and previously documented information for features of the proposed Project.

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

- The approved PSR/PDS
- The approved Preliminary Environmental Analysis Report (PEAR) used to support the PSR/PDS
- Any preliminary technical studies used to support the PEAR
- Recent traffic counts (Authority, Caltrans, and corridor cities)
- Aerials of project area
- Preliminary project plans/profiles
- Existing roadway geometrics and intersection configuration
- Any other information/documentation used to support the PSR/PDS

Deliverables:

- Inventory of existing planning/engineering data
- Inventory of existing environmental conditions.

3.2-2 Field Surveys

Purpose: To obtain necessary survey data of the Project areas to be carried forward in the draft PR.

Methodology: The Consultant shall obtain the necessary permits to perform surveys. The Consultant shall perform surveys, including mapping, necessary to complete the PR. This includes horizontal and vertical control, drainage surveys, topographical surveys, cross sections, open ended traverses, profile data sheets, and required documentation.

Surveys shall be performed in accordance with the current Caltrans "Survey Manual" and its revisions. Work not covered by the Manual shall be performed in accordance with accepted professional surveying standards. The minimum standard of survey quality shall be that of similar surveys performed by Caltrans.

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

Survey points, lines, and monuments shall be established, marked, identified and referenced, as required to complete the PR. Additionally, survey notes, drawings, calculations and other survey documents/materials shall be completed as required to complete the PR.

A copy, except as otherwise specified herein, of original survey documents resulting from this Agreement (including original field notes, adjustment calculations, final results, and appropriate intermediate documents) shall be delivered to Authority and shall become the property of Authority. The original survey documents (or a copy, if the original is to be provided to Authority) shall be retained by the Consultant for future reference.

When the survey is performed with a Total Station Survey System, the original field notes shall be a hard copy listing, in a readable format, of the data (observations) as originally collected and submitted by the survey party. The listing shall be signed by the party chief.

Deliverables:

- Survey Plans (original and 10 copies (full size))

3.2-3 Geometric Development

Purpose: To develop layout plans and profiles (where necessary), to be carried forward in the draft PR and Draft EIR/EIS.

Methodology: Geometric layout plans shall be developed based on English design standards as defined in Caltrans Highway Design Manual, latest edition. Lane, shoulder, buffer, and right-of-way widths will be labeled. Profiles shall be developed at critical arterial street and other features overcrossing locations as a component of the build alternatives carried forward in the EIR/EIS.

The Consultant shall work with Caltrans, Authority, and affected cities and agencies to obtain geometric approval of the preferred alternative.

Comments received from the submittal of geometric plans will be reviewed and incorporated as required for final approval.

Deliverables:

- Layout Plans of the build alternatives of the Project (original vellum & 10 copies)

3.2-4 Structure Advance Planning Studies

Purpose: The purpose of this subtask is to prepare an Advance Planning Study (APS) for proposed structure widening and replacements for the alternatives to be carried forth in the PR. The APS will evaluate the impacts of each alternative on each affected structure. This analysis shall be the basis for a preliminary cost estimate and include an analysis of construction feasibility for proposed structure modifications and replacements.

Methodology: Guidelines set forth in Office of Special Funded Projects (OSFP) Information and Procedures Guide for Advance Planning Studies and the Caltrans Amendments to AASHTO's Load and Resistance Factor Design (LRFD) specifications shall be used as a tool for developing the scope of this PA/ED level structural analysis. The Consultant shall be responsible for developing preliminary feasible structure alternatives and costs appropriate for the specific location. The Consultant shall coordinate project and structure alternatives and associated estimates to arrive at the best project solution. The *Consultant Prepared Advance Planning Studies Checklist* (available on the Caltrans website) shall be used as a guideline, to the level appropriate for a PA/ED level document, for completion of the APS. The analysis shall include identification of the following:

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

Deliverables:

- Identification of the impacts of each alternative on structures
Preliminary cost estimates for structure modifications and/or replacements.

3.2-5 Cost Estimates

Purpose: Prepare cost estimates for each of the proposed alternatives to be analyzed in the draft and final PRs.

Methodology: Based on the preliminary engineering plans and the structure cost estimates described above, PR level cost estimates shall be prepared.

Deliverables:

- Cost Estimate (original & 10 copies for each alternative)

3.2-6 Right-of-Way and Utility Identification

Purpose: To identify right-of-way impacts and proposed utility impacts associated with each of the alternatives developed in the draft PR. Existing right-of-way lines and major utilities shall be identified on the engineering plans.

Methodology: The Consultant shall utilize previous studies (e.g., preliminary utility investigation) to build on the analysis for utility impacts. Based on the preliminary geometric plans, right-of-way acquisition delineation shall be prepared for each alternative for review and approval by Authority, Caltrans and pertinent cities. Potential impacts associated with proposed mainline and arterial interchange reconfigurations shall be delineated via right-of-way lines on appropriate base mapping. Specific delineation of proposed ramps shall be developed for the PR and EIR/EIS.

Each parcel potentially affected shall be reviewed to assess the degree of impact and the likely Project impact (full take, partial take, severance, etc.). Contacts shall be made with each utility company affected and a preliminary determination of relocation requirements and responsibilities will be made. It is assumed that Caltrans will provide guidance on valuations for right-of-way acquisitions. Individual parcel maps, preliminary title reports, appraisals, right-of-way acquisition negotiations, property surveys and other acquisition activities are not included as part of this Scope of Work.

Deliverables:

- Right-of-way Lines Delineated on Geometric Plans
- Right-of-way Data Sheets for each proposed alternative
- Preliminary Impacted Utilities Delineated on Layout Plans

3.2-7 Drainage

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

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

Deliverables:

- Identification of Major Drainage Improvements on Layout Plans or, if required, individual drainage layouts
- Inclusion of Drainage Improvements in Cost Estimate

3.2-8 Storm Water Data Report

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

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

Deliverables:

- Inclusion of the approved SWDR in the PR

3.2-9 Railroads/PUC Processing

Purpose: The Consultant shall assist in Railroad and Public Utility Commission coordination as needed.

Methodology: Consultant shall utilize the preliminary utility investigation to establish a detailed scope, schedule, and estimated cost of utility relocation and/or impacts for each build alternatives addressed in the PR. This work shall also identify low – and – high risk utility areas within the project limits. Also, the CONSULTANT shall identify any potentially affected utility areas which may be subject to the requirements of the California Public Utility Commission General Order 131-D.

Deliverables:

- Approved Preliminary Utility Investigation Report and Utility Plans for each build alternative
- Preliminary Cost Estimate of utility relocations/impacts associated with each build alternative

3.2-10 Construction Staging/Traffic Handling

Purpose: To develop a construction staging/Traffic Management Plan (TMP) concept for the project build alternatives carried forward in the Draft and Final PR/EIR/EIS.

Methodology: The Consultant shall prepare the TMP in accordance with the Caltrans Transportation Management Plan Guidelines (latest edition). The TMP shall identify methods for minimizing project-related traffic delays and accidents by implementing effective traditional traffic handling practices. A conceptual construction staging/traffic handling concept shall be prepared to verify constructability and feasibility of traffic handling. This concept shall be developed assuming the existing mainline capacity will be maintained during construction of the build alternative. The construction staging and traffic handling concept shall identify detour concepts that minimizes disruption and impacts to adjacent residents and businesses.

Deliverables:

- TMP with Construction Staging/Traffic Handling Concepts (one camera-ready original & 10 copies)

3.2-11 Geotechnical Identification

Purpose: Identify sub-surface conditions at the Project overcrossings and undercrossings, and develop the traffic index for purposes of establishing the roadway structural section.

Methodology: Preliminary geotechnical investigations shall be conducted by the Consultant if necessary to assess potential impacts and estimate construction costs. The Consultant shall develop the traffic index for purposes of establishing the roadway structural section.

Deliverables:

- Traffic Index
- Roadway structural section
- A technical memo to discuss geotechnical impacts to the Project costs.

3.2-12 Value Analysis (Value Engineering)

Purpose: In an effort to deliver the most cost effective solution, an independent team of experts will evaluate the Alternatives being developed to ascertain their effectiveness with regards to costs, time of delivery and other benefits.

Methodology: As per the Caltrans PDPM, Value Analysis (VA) process, utilizing a function-oriented, structured, team approach to solving problems and reducing life-cycle costs by applying techniques that adhere to a formal VA job plan. The consultant shall provide a VA team leader / facilitator, a certified VA Specialist, to conduct the VA study and

the facility including support materials for conducting the workshop. The VA Study should be completed within the first 6 months.

Deliverables:

- Draft VA Study Report
- Final VA Study Report

3.3 TASK 3 - PROJECT REPORT PREPARATION

This task shall involve the preparation of the Draft and Final Project Reports, Fact Sheets, and any needed engineering exhibits for the EIR/EIS under concurrent preparation.

3.3-1 Administrative draft Project Report and Fact Sheet

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

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

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

The Administrative Draft PR and Draft Fact Sheets shall be submitted for Authority, Caltrans and FHWA for review and comment.

Deliverables:

- Administrative Draft PR (15 copies each)
- Draft Mandatory and Advisory Fact Sheets (10 copies each)

3.3-2 Draft Project Report and Fact Sheet

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

Methodology: Upon receipt of Authority, Caltrans, and FHWA review comments of the Administrative Draft PR and Fact Sheets and after adequate time to develop response actions, a meeting shall be held with the above agencies and the Consultant to discuss the comments and the appropriate responses taken. This step reduces the opportunity for misunderstanding and provides clear direction toward the development of an approved product. Once concurrence has been reached on all outstanding issues, the draft PR's shall be prepared, signed by a Registered Civil Engineer and submitted to Caltrans for signature and approval.

Deliverables:

- Draft PR (original and 30 copies)
- Mandatory and Advisory Fact Sheets (original and 30 copies each)

3.3-3 Administrative Final Project Report

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

Methodology: After circulation of the Draft EIR/EIS and concurrent with the preparation of the Final EIR/EIS, Consultant shall prepare a draft Final PR for the Project which recommends the Preferred Alternative. The report shall review the development of the Preferred Alternative including public and agency comments obtained during the public meetings and environmental review period.

Deliverables:

- Administrative Draft Final PR (15 copies)

3.3-4 Final Project Report

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

Methodology: Upon receipt of Authority, Caltrans, and FHWA review comments of the Administrative Final PR and after adequate time to develop response actions, a meeting will be held with the above agencies and the Consultant to discuss the comments and the appropriate responses taken. Once concurrence has been reached on all outstanding issues, the Final PR shall be prepared, signed by a

Registered Civil Engineer and submitted to Caltrans for signature and approval.

Deliverables:

- Final PR for the Project (camera-ready original and 30 copies)

3.4 TASK 4 - ENVIRONMENTAL DOCUMENT

The activities consist of the further development of environmental studies to support the evaluation of the I-405 Project's Build Alternatives draft and final EIR/EIS'.

3.4-1 Issuance of Environmental Notices (NOP/NOI) & Scoping Meetings Notice

Purpose: The Consultant shall prepare and circulate a Notice of Preparation/Notice of Intent (NOP/NOI) pursuant to CEQA/NEPA and Caltrans/FHWA requirements. The Consultant shall also coordinate with Authority and Caltrans to provide a minimum of two and a maximum of eight scoping meetings and the appropriate public notice.

Methodology: The NOP/NOI shall describe the project and indicate that the appropriate environmental analyses for the project have been initiated, and requesting comments from stakeholders and interested parties. The NOP/NOI shall be accompanied by an environmental checklist. The NOP/NOI will be sent to local residents, elected officials, affected agencies, and other special interest groups on the project mailing list. The Consultant will coordinate this effort with Authority, Caltrans, and other Project Development Team (PDT) members. The public notice for the scoping meetings shall be advertised in a widely circulated newspaper (e.g., Times Orange County Edition and Orange County Register) and in a local Spanish and Vietnamese newspapers. The Consultant shall coordinate with Authority, and Caltrans to ensure that the notices are properly posted (e.g., newspaper, mass mailers, State Clearinghouse, and the Federal Register). The Consultant shall designate an individual (with concurrence by the Authority Project Manager) as the main point of contact with interested parties during NOP/NOI and scoping meeting process.

Deliverables:

- NOP/NOI (original and 10 copies each of the final and electronic copy)
- Distribution List
- Record of Mass Mailer

- Public Notices for the Scoping Meetings (minimum of two, maximum of eight)

3.4-2 Conduct Environmental Evaluation

Environmental analyses shall be prepared to meet CEQA and NEPA requirements, and in accordance to Caltrans and FHWA guidelines. The Consultant shall coordinate with Caltrans in determining the specific content and format requirements for the studies.

The technical studies to be conducted for Caltrans are identified in the Preliminary Environmental Analysis Report (PEAR). The Consultant shall refer to the Caltrans Standard Environmental Reference (SER), in compliance with CEQA and NEPA requirements for the preparation of the environmental documentation. It will include concise application and enforcement of various regulations governing topic areas, including Federal, State and local laws, acts, policies, and ordinances as well as direct, indirect, and cumulative impacts. As appropriate, the following studies, reports or evaluations shall be prepared in accordance with Caltrans' SER.

Technical studies/information include, but are not limited to:

3.4-2a APE Map/Records Search

Purpose: The Consultant shall prepare an Area of Potential Effects (APE) map delineating direct and indirect cultural resources impacted areas. This shall be done in accordance with Caltrans Environmental Handbook, Volume 2.

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

Deliverables:

- Draft and Final APE map for the Project (10 copies each)
- Approved APE for inclusion and delineating the analyses in the HPSR, ASR, and HRER

3.4-2b Floodplain Evaluation Report

Purpose: The Consultant shall prepare a report that discusses the requirements of Executive Order 11988 and the responsibilities of FHWA, Caltrans and local agencies when projects encroach on a 100-year base floodplain. This will be

done in accordance with Caltrans Environmental Handbook, Volume 1, Chapter 17 to support the EIR/EIS.

Methodology: If it is determined that there are minimal to no impacts to floodplain, a Summary Floodplain Encroachment Report shall be prepared. If there is substantial encroachment, completion of a Floodplain Evaluation Report shall be prepared. Coordination with the Caltrans Hydraulics unit will be critical to the timely completion of this study.

Deliverables:

- Draft and Final Floodplain Evaluation Report or Floodplain Evaluation Report (as appropriate) for the Project (10 copies of draft, 10 copies of final, original of final)

3.4-2c Water Quality Analysis

Purpose: The Consultant shall evaluate the effects that the proposed Project may have on water quality in the Project area. The Water Quality Analysis shall be prepared in accordance to the Caltrans Environmental Handbook, Volume 1, Storm Water Quality Handbook Project Planning and Design Guide, and Caltrans Storm Water Quality Handbooks to support the EIR/EIS.

Methodology: The Water Quality Analysis shall evaluate the effects that the proposed Project may have on water quality for three watersheds: Santa Ana River, Talbert, and Westminster. Within these three watersheds, I-405 crosses eight major drainages, including the Santa Ana River, Greenville-Banning Channel, Fountain Valley Channel, Ocean View Channel, East Garden Grove-Wintersburg Channel, Westminster Channel, Anaheim-Barber City Channel, and the Bolsa Chica Channel. The corridor also crosses smaller drainages and may impact other drainages due to proximity. Most of these drainages are channelized within the study area and are under the jurisdiction of ACOE, as well as Santa Ana Regional Water Quality Control Board (SARWQCB).

The Water Quality Analysis shall also include discussions on the Project's potential to result in water quality impacts to storm water runoff during construction activities and operations of the Project. Construction would be conducted in accordance with all applicable water quality requirements of the Section 401 permit issued by the SARWQCB and the provisions of the NPDES General Permit for Construction Activities No. CAS000002.

Implementation of best management practices (BMPs) would minimize erosion of exposed soils and resultant sediment and surface contaminant loading into the storm drain system and downstream water bodies. Coordination with the Caltrans Storm Water Unit will be critical to the timely completion of this study.

Deliverables:

- Water Quality Analysis (10 copies of draft, 10 copies of final, original of final)

3.4-2d Air Quality Report

Purpose: The Consultant shall conduct an air quality analysis to satisfy CEQA, state and federal environmental requirements, and conformity provisions of the Clean Air Act Amendments (CAAA) to support the EIR/EIS .

Methodology: The Air Quality Technical Study shall be prepared in accordance with the latest following protocols/guidelines: *Caltrans Transportation Project-Level Carbon Monoxide Protocol*, *FHWA/EPA Transportation Conformity Guidance for Qualitative Hot-spot Analyses in PM2.5 and PM10 Nonattainment and Maintenance Areas*, *FHWA Interim Guidance on Air Toxic Analysis in NEPA Documents*, and *Caltrans' policy on greenhouse gas emissions*. The Air Quality Technical Study will also analyze and discuss the presence/absence of asbestos-containing structures/roadway affected by the Project and construction-related impacts and adhere to the South Coast Air Quality Management District's (SCAQMD) rules 403 and 1403 requirements.

The Air Quality Technical Study will need to document whether the proposed Project is included in the latest Regional Transportation Plan (RTP), and Regional Transportation Improvement Program (RTIP) and Federal Statewide Transportation Improvement Program (FSTIP) for preliminary engineering/environmental documentation. The Air Quality Technical Study will make a final determination whether the build alternatives will conform to applicable state and federal air quality plans. Mitigation measures will be defined for any construction and/or operational impacts that are identified. FHWA shall be the lead agency for the review of the Air Quality Technical Study. Coordination with Authority, Caltrans, and FHWA will be necessary to ensure that the proposed Project

would not violate/exacerbate air quality in the South Coast Air Basin (SCAB). Coordination with the Caltrans Environmental Engineering Branch will be critical to the timely completion of this study. Prior to final approval of the project, FHWA approval will be required.

Deliverables:

- Draft and Final Air Quality Technical Study for the Project (10 copies of draft, 10 copies of final, original of final)
- Supporting Documentation including backup data/documentation for the Emission FACTor (EMFAC) and CALINE4 model runs.

3.4-2e Traffic/Circulation Impact Report

Purpose: The Consultant shall analyze the traffic/circulation impacts of the Project utilizing the OCTAM, Highway Capacity Manual, and Intersection Capacity Utilization methodologies. The Traffic/Circulation Study shall be prepared in accordance with Caltrans Traffic Manual, the HOV Guidelines, the Highway Capacity Manual, and the Ramp Meter Design Guidelines.

Methodology: Available data, reports, and relevant studies shall be reviewed in the preparation of the Traffic/Circulation Impact Study. Existing and future deficiencies in the arterial system or traffic control devices shall be identified. In addition, Project related impacts and mitigation measures shall be identified. This work shall take into consideration the previous analyses that have been prepared to support the PSR/PDS and MIS. The current and forecasted design year traffic data shall be presented in the following formats: Annual Average Daily Traffic (AADT), peak month Average Daily Traffic (ADT), peak hour and peak hour directional split — including percentage of trucks, if appropriate. Also, discussion of the growth assumptions that provided the basis for the forecast should be included.

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

Deliverables:

- Draft and Final Traffic/Circulation Impact Report for the Project (10 copies of draft, 10 copies of final, original of final)

3.4-2f Hazardous Materials/Waste ISA

Purpose: The Consultant shall prepare an Initial Site Assessment (ISA) for the Project building on and including reference to information obtained from previous ISAs prepared in support of the PSR/PDS and MIS. The ISA will be prepared to support the EIR/EIS.

Methodology: The Consultant shall complete the ISA taking into account the analysis already conducted as part of the PSR/PDS, I-405 MIS, and building on them. Also, the Consultant shall obtain from Caltrans and other entities any relevant hazardous waste investigations work prepared for other projects in the area. The analysis work shall be based on the ISA format as generally described in the Caltrans PDPM (current edition), Caltrans Environmental Handbook, Volume I, Chapter 10, and the guidelines as set forth in the American Society for Testing and Materials Designation E1527-05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. Coordination with the Caltrans Environmental Engineering unit will be critical to the timely completion of this study.

The scope of work shall consist of the following:

- A review of available project area information including taking into account findings from the PSR/PDS and I-405 MIS study
- A review of historical aerial photographs (1928 to 1956) available from the Fairchild Aerial Photography Collection at Whittier College, Whittier, California
- A review of historical aerial photographs (1952 to 1995) available from the Continental Aerial Photography Collection in Cypress, California
- Completion of the Caltrans ISA Checklist as referenced in the Caltrans PDPM
- A review of an environmental database records search provided by Vista Information Solutions, Inc. (Vista), Environmental Database Resources, Inc. (EDR), or a similar database search report (subject to prior approval by Authority Project Manager)
- A review of the information from the County Health Department pertaining to any potentially affected properties
- A site reconnaissance and completion of Property

Transaction Screen Questionnaires accompanied with photographic coverage

- Determine, if any, the need for a Phase II site assessment
- Remediation recommendations for affected properties

Deliverables:

- Draft and Final ISA for the Project (10 copies of draft, 10 copies of final, original of final)
- Caltrans ISA Checklist
- Site Location Map and Site Visit Notes. (10 copies of draft, 10 copies of final)
- Environmental Database Search by Vista, EDR, or similar database search report (subject to prior approval by Authority Project Manager)
- Transaction Screen Questionnaires
- Selected Site Photographs (10 copies of each)
- Hazardous Materials assessment evaluation including Aerially Deposited Lead (ADL) contaminants and supporting documentation (10 copies of draft, 10 copies of final, original of final)

3.4-2g Visual Impact Assessment Report

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

Methodology: The Consultant shall consider and identify potential aesthetic treatments for structural elements including the bridge, retaining walls, soundwalls, and other roadway structures, which will enhance the project. The context sensitive solutions approach shall be utilized and implemented in the preparation of the Visual Impact Assessment. This report shall include a minimum of eight key viewpoints demonstrating the before and after effects of the proposed project. These eight key viewpoints shall include a before and after visual simulation. Coordination with the Caltrans Landscape Architect unit will be critical to the timely completion of this study.

Deliverables:

- Draft and Final Visual Impact Assessment and supporting documentation for the Project (10 copies of draft, 10 copies of final, original of final)

3.4-2h Noise Study

Purpose: The Consultant shall conduct a noise analysis, based on the Caltrans Traffic Noise Analysis Protocols and Technical Noise Supplement (latest editions), which will include an assessment of existing conditions and the design year future conditions for the project. The Noise Study shall be prepared in accordance with the Caltrans and FHWA requirements to support the EIR/EIS. The Noise Abatement Decision Report (NADR) should be prepared and circulated with the draft.

Methodology: The existing noise measurements and simultaneous traffic counts will be conducted at sites deemed representative of noise sensitive land uses. Obtaining the traffic counts in a timely manner will assure the on-time completion of the Noise Study. The Noise Study shall take into consideration impacts to frequent outdoor uses, as defined by FHWA, and recommend mitigation as appropriate. Measurement results and traffic counts will be used to establish existing conditions and calibrate the computer noise model. Noise abatement and/or mitigation measures will be identified in the Noise Study. Coordination with the Caltrans Environmental Engineering unit will be critical to the timely completion of this study.

Deliverables:

- Draft and Final Noise Study for the Project and Noise Abatement Decision Report (10 copies of draft, 10 copies of final, original of final)

3.4-2i Cultural Resources (HPSR, HRER, and ASR)

Purpose: In accordance with Caltrans, FHWA, and the State Historic Preservation Officer (SHPO) requirements, a Historic Property Survey Report (HPSR), Archaeological Survey Report (ASR), and Historic Resources Evaluation Report (HRER) will be prepared to support the EIR/EIS. These documents shall be prepared in conformance with current requirements, as outlined in the Caltrans Environmental Handbook, Volume 2. In addition,

a paleontology literature study shall be undertaken, following the Caltrans Environmental Handbook, Volume I, Chapter 8.

Methodology: The HPSR, ASR, and HRER shall adhere to the Section 106 Programmatic Agreement that governs Caltrans cultural resources actions on federally-assisted state and local projects. A paleontology literature study shall be conducted to determine the absence/presence of paleontological resources. All actions taken under the Section 106 PA must be conducted by or under the supervision of Caltrans Professionally Qualified Staff (PQS).

Where applicable, these documents shall comply with requirements of Section 106 of the National Historic Preservation Act and its relationship to Section 4(f) of the Department of Transportation Act, and at the state level, the CEQA and the Public Resources Code. Coordination with the Caltrans Environmental Planning unit will be critical to the timely completion of this study.

Deliverables:

- Historic Property Survey Report (HPSR), Archaeological Survey Report (ASR), Historic Resources Evaluation Report (HRER) and supporting documents (10 copies of draft, 10 copies of final, original of final)
- Paleontology Literature Study (10 copies of draft, 10 copies of final, original of final)

3.4-2j Native American Consultation

Purpose: Native American consultation is to ensure that proper coordination takes place early in the environmental documentation process. This shall be done in accordance to the Caltrans Environmental Handbook, Volume 2 and under FHWA/Caltrans guidance.

Methodology: The Consultant shall adhere to pertinent legislation and regulations that address Native American concerns and resources, including the federal and state Native American Graves Protection and Repatriation Act. This will include the policy and procedures for obtaining a Native American Monitor, the roles of Monitors and Most Likely Descendants, and the issue of confidentiality relative to Native American cultural resources. The Consultant shall document at least two attempts made to contact the appropriate Native

American tribe(s) within the proposed project area. Under NEPA delegation, Native American Consultation has not been delegated to Caltrans. FHWA will conduct government to government consultation.

Deliverables:

- Native American Coordination Documented in the HPSR, ASR, and HRER

3.4-2k Section 4(f) and 6(f) Evaluation

Purpose: The Consultant shall prepare a Sections 4(f) and 6(f) Evaluation in accordance to the Caltrans Environmental Handbook, Volume 1, Chapter 20 and FHWA Technical Advisory (Technical Advisory T 6640.8A) to support the EIR/EIS.

Methodology: The Sections 4(f) and 6(f) Evaluation shall include the application and requirements of Section 4(f) of the Department of Transportation Act (49 U.S.C. 303) and Consideration of Park and Recreational Properties Funded Under Section 6(f) of the land and water conservation fund act. This shall include:

- Publicly-Owned Public Parks, Recreational Areas, Or Wildlife Or Waterfowl Refuges officially designated as such, or when the agency having jurisdiction over the land determine one of its major purposes or functions is for park, recreation, or refuge purposes
- Historic sites on or eligible for the National Register of Historic Places and archaeological sites on or eligible for the National Register of Historic Places and which warrant preservation in place as determined by FHWA and the SHPO

Coordination with the Caltrans Environmental Planning unit will be critical to the timely completion of this study.

Deliverables:

- Section 4(f) and 6(f) evaluation (10 copies of draft, 10 copies of final, original of final)

3.4-2I Biological Resources (NES)

Purpose: A Natural Environment Study (NES) shall be prepared in accordance with the Caltrans Environmental Handbook, Volume 3, to document and evaluate the natural habitat in the project area, and determine whether the proposed project would result in impacts on sensitive species/habitat, and waters of the United States to support the EIR/EIS. The NES shall be prepared using the Caltrans prescribed format, available on the Standard Environmental Reference website. If there are endangered species, then a Biological Assessment will be required.

Methodology: The Consultant shall coordinate with the appropriate agencies to delineate the biological study area and determine the need for a Section 404 (individual or nationwide) permit and Section 1602 Agreement (Streambed Alteration Agreement). The Consultant shall also coordinate with the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG) to identify state and federally listed threatened and endangered species potentially in the area. A Section 402 permit may also be required for the Project.

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

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

Deliverables:

- NES and supporting documentation including but not limited to: field surveys, and documentation of coordination efforts with state and federal resources agencies and a Biological Assessment if required (10 copies of draft, 10 copies of final, original of final).

3.4-2m Relocation Impact Report

Purpose: The Consultant shall prepare a Relocation Impact Report (RIR), in accordance with 49 Code of Federal Regulations (CFR) 24, Caltrans' Environmental Handbook, Volume 4, and the Caltrans Right-of-Way Manual to support the EIR/EIS.

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

Deliverables:

- Draft and Final RIR for the Project (10 copies of draft, 10 copies of final, original of final and electronic copy)

3.4-2n Community Impact Assessment

Purpose: The Consultant shall prepare a Community Impact Assessment in accordance with Caltrans Environmental Handbook, Volume 4 guidance and include discussion of existing socioeconomic conditions, impacts, and recommended mitigation measures to support the EIR/EIS. Impacts to minority and/or low-income populations will be addressed in compliance with Executive Order 12898 (Federal Actions to Address Environmental Justice in Minority and Low Income Populations) (Chapters 24-25 of Caltrans Environmental Handbook, Volume 1).

Methodology: The Community Impact Assessment shall address Project impacts related to but not limited to the following: social impacts (relocation of housing, population characteristics, community institutions, community stability and cohesion); economic impacts (change in employment, income gains or loss, tax base changes); land use and growth (consistency of projects with local plans, shift in location where growth will occur, development opportunities enhanced); and public services impacts (schools and health systems, police and fire

protection, accessibility and parking, utilities). Coordination with the Caltrans Environmental Planning unit will be critical to the timely completion of this study.

Deliverables:

- Community Impact Assessment and supporting documentation (including census data for the project area) [10 copies of draft, 10 copies of final, original of final]

3.4-2o Topography/Geology/Soils/Seismic Analysis

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

Methodology: The Consultant shall prepare a Topography/Geology/Soils/Seismic Analysis Report following Caltrans Environmental Handbook, Volume 1. The analysis should include information on the regional and local geologic setting, topography, significant landforms, soil types and thickness of soil or depth to bedrock, geologic hazards, soil/rock types, geologic structures, groundwater conditions, and other relevant properties, such as erosion potential and mineral economic resources. Suggested reference materials include, but are not limited to:

- U.S. Department of Agricultural (USDA) or National Forest Service maps should be consulted for information on soil types in the project vicinity, or from other sources if available.
- The Caltrans California Seismic Hazard Map (1996; currently being revised) should be consulted for information on locations of major earthquake faults, the maximum credible (magnitude) earthquake, and expected ground motion at a particular site.
- The California Geological Survey (CGS) [www.consrv.ca.gov/CGS/] should be consulted for additional information in earthquake faults and seismic hazards if needed, mineral resources, and oil, gas, and geothermal resources.

Deliverables:

- Topography/Geology/Soils/Seismic Analysis Report and supporting documentation (10 copies of draft, 10 copies of final, original of final).

3.4-2p Energy Analysis

Purpose: The Consultant shall analyze the effects of the proposed Project to affect energy consumption from both the construction and operational phases to support the EIR/EIS. This will be done in accordance with Caltrans Environmental Handbook, Volume 1, Chapter 13, and the FHWA 1980 Energy Requirements for Transportation Systems.

Methodology: The Energy Analysis will determine if the proposed Project would lead to potential substantial energy impacts. If the Project does not substantially affect energy, then a general (qualitative) analysis of construction and operation energy requirements and conservation potential of each alternative shall be discussed. If the Project substantially affects energy, then a detail (quantitative) energy study shall be undertaken. Specifically, this analysis will include direct and indirect energy impacts, relationship and consistency with state and regional energy plans, and mitigation measures. Coordination with the Caltrans Environmental Engineering unit will be critical to the timely completion of this study.

Deliverables:

- Energy Analysis and supporting documentation (10 copies of draft, 10 copies of final, original of final)

3.4-2q Growth Inducement and Cumulative Impacts

Purpose: The Consultant shall prepare a Growth Inducement and Cumulative Impacts Analysis to support the EIR/EIS.

Methodology: The Analysis shall be prepared in accordance to CEQA/NEPA requirements and the Caltrans *Guidance for Preparers of Growth-related, Indirect Impact Analyses*, available on the SER website. The improved access proposed by the Project could facilitate in the growth of business development in the area. Analysis shall investigate whether the level of growth is consistent with local planning documents for the area. The proposed Project may be implemented at the same time as other proposed projects in the area. Construction-related activities such as road closures may need to be coordinated to avoid unexpected traffic congestion or conflicting detour plans (cumulative impacts). Mitigation measures shall be recommended to minimize impacts commensurate with the Project's contribution to the impact. Coordination with the

Caltrans Environmental Planning unit will be critical to the timely completion of this study.

Deliverables:

- Growth Inducement and Cumulative Impacts Analysis and supporting documentation (10 copies of draft, 10 copies of final, original of final)

3.4-3 Final Technical Reports

Purpose: To incorporate Authority and Caltrans review comments into the Draft Technical Reports.

Methodology: For each technical report itemized below, Consultant shall incorporate Authority and Caltrans review comments to the draft versions. To facilitate this effort, Consultant shall discuss comments with the applicable reviewers as needed for clarification and direction.

Deliverables: (10 copies of draft, 10 copies of final, camera-ready original of final, 2 copies in electronic format [Microsoft word and excel, and Adobe Acrobat Reader])

- 3.4-2a APE Map
- 3.4-2b Floodplain Evaluation Report
- 3.4-2c Water Quality Analysis
- 3.4-2d Air Quality Report
- 3.4-2e Traffic/Circulation Impact Report
- 3.4-2f Hazardous Materials/Waste ISA and Site Investigation
- 3.4-2g Visual Impact Assessment Report
- 3.4-2h Noise Study
- 3.4-2i HPSR, HRER, ASR, Paleontology Literature Study
- 3.4-2k Section 4(f) and 6(f) Evaluation
- 3.4-2l Natural Environment Study/Biological Assessment
- 3.4-2m Relocation Impact Document
- 3.4-2n Community Impact Assessment
- 3.4-2o Topography/Geology/Soils/Seismic Analysis
- 3.4-2p Energy Analysis
- 3.4-2q Growth Inducement and Cumulative Impacts Analysis

3.4-4 Screencheck Draft EIR/EIS

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

Methodology: The screencheck Draft EIR/EIS shall fully utilize and update as appropriate the previous environmental analyses prepared to support the PSR/PDS and MIS. This document shall be provided to Authority and Caltrans for the appropriate reviews (e.g., Caltrans District, Headquarters, and Legal reviews, accompanied by the completed Environmental Document Preparation and Review Tool. Once Authority, Caltrans, and FHWA provide comments on the document, the Consultant shall revise the document appropriately. The revised screencheck Draft EIR/EIS will then be resubmitted to the Authority and Caltrans for approval. The Consultant shall prepare a response-to-comments matrix demonstrating how and where the comments have been addressed in the screencheck Draft EIR/EIS. Coordination with the Caltrans Environmental Planning unit will be critical to the timely completion of this document. Once Authority and Caltrans District 12 are satisfied with the document, the next round of reviews would commence, i.e. NEPA QC, legal reviews, and CT Headquarters liaisons. Once all reviews have been completed, the District 12 Environmental Branch Chief will certify that the document is ready for public circulation.

Deliverables:

- Screencheck Draft EIR/EIS with Environmental Document Preparation and Review Tool and External QC Certification Sheet for draft environmental documents for Authority and Caltrans to review/comment. (15 copies, 2 copies in electronic format Microsoft word and excel, and Adobe Acrobat Reader)
- Draft Technical Studies (5 copies)

3.4-5 Draft EIR/EIS

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

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

Deliverables:

- Approved Draft EIR/EIS for the Project (21 copies, Original, 2 copies in electronic format Microsoft word and excel, and Adobe Acrobat Reader)
- Draft Technical Studies (5 copies)
- All files should be filed in accordance with the Uniform Filing System and should be submitted to Caltrans.

3.4-6 Public Outreach Support and EIR/EIS Public Meetings

Purpose: To receive agency and public comments on the Draft EIR/EIS.

Methodology: The Consultant shall provide support the Public Outreach efforts (under separate Authority contract), and take the lead on providing two public meetings during the EIR/EIS public review period, following procedures as required by CEQA/NEPA and the Caltrans Environmental Handbook. The Consultant shall be responsible for providing the public notice and coordinating the two EIR/EIS public hearings, including handouts, materials, presentation boards, etc. In coordination and consultation with Authority and Caltrans, the Consultant will also be responsible for ensuring that copies of the Draft EIR/EIS are available for review/comment at city halls and libraries along the project corridor. The Consultant shall be responsible for posting newspapers advertisement of the project in accordance with CEQA/NEPA (e.g., Los Angeles Times Orange County Edition, Orange County Register, Excelsior, Press Telegram, and Nguoi Viet). This shall include a minimum of 75 copies of the EIR/EIS and ten sets of the technical studies (see Caltrans SER, Chapter 37 for distribution list). The Consultant shall designate an individual (with concurrence by the

Authority Project Manager) as the main point of contact with interested parties during CEQA/NEPA public review process. The Consultant will coordinate with Caltrans (who will coordinate with FHWA) for posting in the Federal register.

Deliverables:

- EIR/EIS (75 copies)
- Technical Studies (10 copies)
- Notification (e.g., newspapers advertisements) for the 2 EIR/EIS Public Meetings, including mailing list of addresses and contacts, including mailing
- 2 Public Hearings including handouts, visual displays and other materials as well as the presence of a court reporter.
- Documentation and gathering of public comments for the Project records (10 copies)
- Submittal of the Draft EIR/EIS to the State Clearinghouse (in an electronic format subject to their guidance).

3.4-7 Prepare Response to Comments Matrix

Purpose: To document the responses to comments on the Draft EIR/EIS.

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

Deliverables:

- Response to Comments Matrix (10 copies)

3.4-8 Screencheck Final EIR/EIS

Purpose: A screencheck Final EIR/EIS shall be prepared in accordance with the Caltrans SER, Caltrans Environmental Handbook, FHWA Technical Advisory T6640.8A, and CEQ regulations. The EIR/EIS shall be prepared using the latest Caltrans environmental document template. Concurrent with the aforementioned technical analyses, the Consultant shall prepare the screencheck Final EIR/EIS incorporating the public comments, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the

project, proposed mitigation measures, and a listing of environmental (and related) permits required for implementation of the project.

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

Deliverables:

- Screencheck Final EIR/EIS for the Project along with the External QC sheet and the Environmental Document Review Checklist (15 copies, Original, 2 copies in electronic format Microsoft word and excel, and Adobe Acrobat Reader)
- Final Technical Studies (5 copies)
- Files per Uniform Filing System

3.4-9 Final EIR/EIS

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

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

Deliverables:

- Approved Final EIR/EIS for the Project (21 copies, Original, 2 copies in electronic format Microsoft word and excel, and Adobe Acrobat Reader)
- Final Technical Studies (5 copies)

- Files should be submitted to Caltrans in accordance with the Uniform Filing System

3.4-10 Prepare Notice of Determination/Record of Decision (NOD/ROD)

Purpose: To complete the CEQA and NEPA environmental process.

Methodology: Upon approval of the Final EIR/EIS, the Consultant shall prepare the Notice of Determination and Record of Decision (NOD/ROD) pursuant to CEQA/NEPA, respectively. The NOD/ROD will be provided to Authority, Caltrans, and FHWA for District, Headquarters, and Legal reviews. The NOD/ROD shall indicate the agencies' decision to proceed with the Preferred Alternative and include responses to public comments generated during the Draft EIR/EIS public review period. The Consultant is responsible for posting the NOD on the State Clearinghouse and coordinating with Caltrans (who will coordinate with FHWA) to post the ROD in the Federal Register.

SECTION 4
PROJECT SCHEDULE

The products shall be delivered in accordance with the following schedule.

ACTIVITY	DATE
A. Initiate Environmental Studies	July 2008
B. Initiate Draft PR	July 2008
C. Draft PR	June 2010
D. Draft ED	June 2010
E. Final ED	June 2011
F. Final ED (NOD/ROD) & PR	June 2011

SECTION VI
FORMS

EXHIBIT A
PARTY DISCLOSURE FORM

Information Sheet

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

Party Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

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

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

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

Party's Name: _____

Party's Address: _____

Street _____

City _____

State _____ Zip _____ Phone _____

Application or Proceeding
Title and Number: _____

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

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Chris Norby, Chairman

Peter Buffa, Vice Chairman

Jerry Amante, Director

Patricia Bates, Director

Art Brown, Director

Bill Campbell, Director

Carolyn V. Cavecche, Director

Richard Dixon, Director

Paul G. Glaab, Director

Cathy Green, Director

Allan Mansoor, Director

John Moorlach, Director

Janet Nguyen, Director

Curt Pringle, Director

Miguel Pulido, Director

Mark Rosen, Director

Gregory T. Winterbottom, Director

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

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

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

AND

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

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

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

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

Party's Name: _____

Party's Address: _____

Street

City

State

Zip

Phone

Application or Proceeding
Title and Number: _____

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

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Chris Norby, Chairman

Peter Buffa, Vice Chairman

Jerry Amante, Director

Patricia Bates, Director

Art Brown, Director

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Cathy Green, Director

Allan Mansoor, Director

John Moorlach, Director

Janet Nguyen, Director

Curt Pringle, Director

Miguel Pulido, Director

Mark Rosen, Director

Gregory T. Winterbottom, Director

EXHIBIT B

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The _____
Firm name/principal

certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this bid had one or more public transactions (federal, state or local) terminated for cause or default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____
Firm name/principal

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

EXHIBIT B

CERTIFICATION OF LOWER-TIER PARTICIPANTS
REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND
VOLUNTARY EXCLUSION

The _____
Firm name/principal

certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

If unable to certify to any of the statements in this certification, such participant shall attach an explanation to this bid.

The _____
Firm name/principal

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

EXHIBIT C

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of offeror) of _____ that:

(Firm name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 200__

By _____
(Signature of authorized official)

(Title of authorized official)

EXHIBIT C

CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

- A. Definitions
- B. Authority, as used in this clause, means the Orange County Transportation Authority, acting on behalf of the Orange County Transit District.
 - 1. Covered Federal action, as used in this clause, means any of the following Federal actions:
 - a. The awarding of any Federal contract.
 - b. The making of any Federal grant.
 - c. The making of any Federal loan.
 - d. The entering into of any cooperative agreement.
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 4 of the Indian self-determination and Education Assistance Act (25 U.S.C. 4508) and include Alaskan Natives.
 - 3. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
 - 4. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or other were recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

5. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
 - (1) An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.
 - (2) A member of the uniformed services, as defined in the subsection 101(3), Title 37, United States Code.
 - (3) A special Government employee, as defined in Section 202, Title 18, United States Code.
 - (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix 2.
6. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
7. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
8. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
9. Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
10. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the

submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

11. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

C. Prohibitions

1. Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or, the modification of any Federal contract, grant, loan, or cooperative agreement.
2. The Act also requires consultants to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.
3. The prohibitions of the Act do not apply under the following conditions:
 - a. Agency and legislative liaison by own employees.
 - (1) The prohibition on the use of appropriated funds, in subparagraph B.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

- (2) For purposes of paragraph B.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:

Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.

Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.

- (4) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

- (5) Only those services expressly authorized by paragraph B.3.a.(1) of this clause are permitted under this clause.

a. Professional and technical services

- (1) The prohibition on the use of appropriated funds, in subparagraph B.1. of this clause, does not apply in the case of:

A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements

imposed by or pursuant to law as condition for receiving that Federal action.

Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include contractors and trade associations.

- (2) For purposes of paragraph B.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

- (3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (4) Only those services expressly authorized by paragraph B.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

b. Disclosure

- (1) The CONSULTANT who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.
- (2) The CONSULTANT shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

- (3) The CONSULTANT shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime CONSULTANT. The prime CONSULTANT shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding CONSULTANT.

c. Agreement

The CONSULTANT agrees not to make any payment prohibited by this clause.

d. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (2) Consultants may relay without liability on the representation made by their subcontractors in the certification and disclosure forms.

e. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

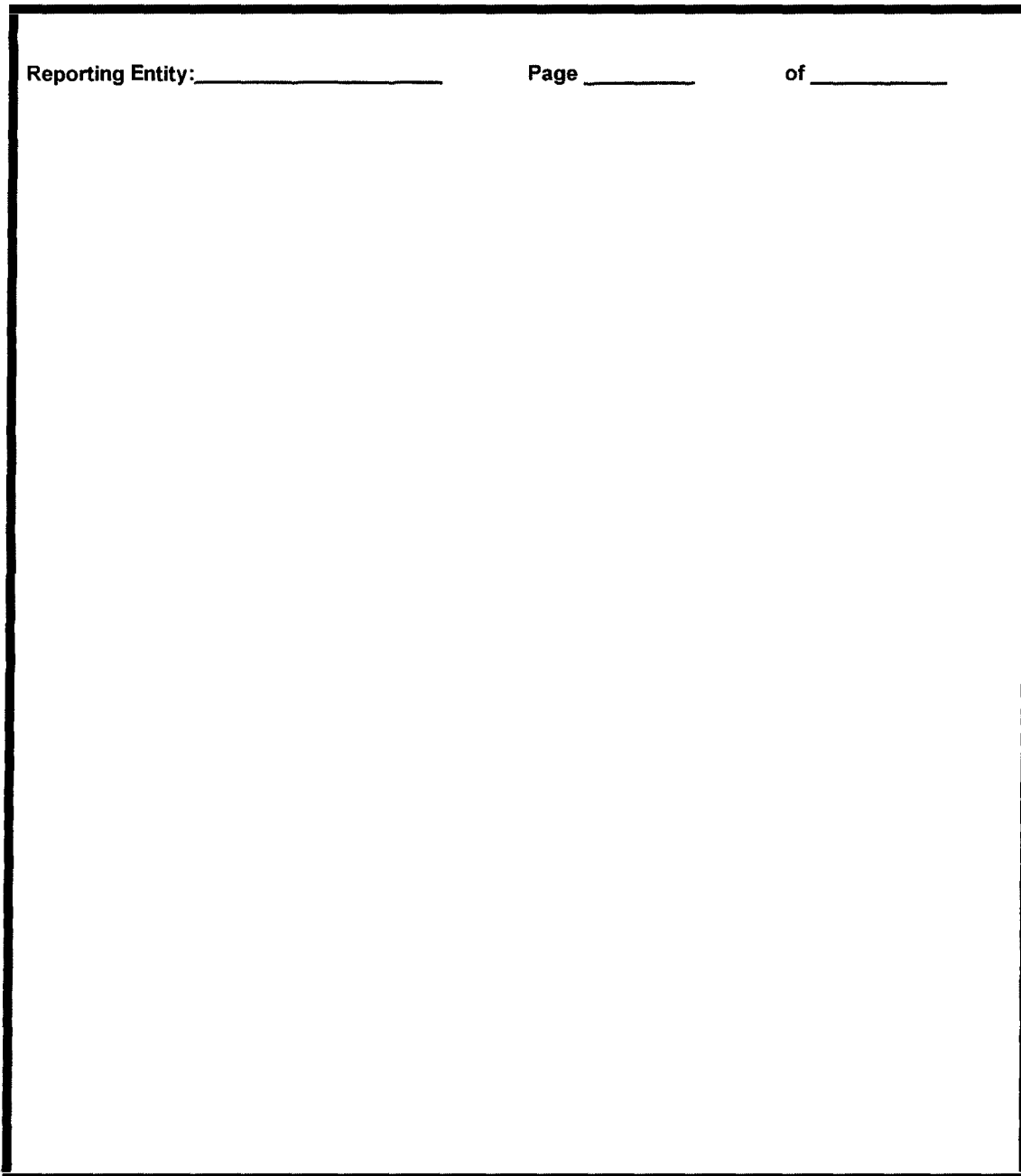
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____



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EXHIBIT D-2 INSTRUCTIONS**INSTRUCTIONS - LOCAL AGENCY PROPOSER/BIDDER-DBE (CONSULTANT CONTRACTS) INFORMATION FORM (Revised 10/05)**

The form requires specific information regarding the consultant contract: Agency, Location, Project Descriptions, Contract Number (assigned by local agency), Federal Aid Project Number (assigned by Caltrans Local Assistance), Total Dollar Contract Amount, Proposal/Bid Date, and Proposer's/Bidder's Name.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. The DBE should provide a certification number to the Contractor. Notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (include DBE address and phone number).

There is a column for the total DBE dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your proposal/bid pursuant to the Contract Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.)

Exhibit 10-O must be signed and dated by the person proposing/bidding. Also list a phone number in the space provided and print the name of the person to contact.

EXHIBIT D-3
BIDDERS LIST

Offeror: _____ **RFP No.:** _____

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

The Bidder/Offeror is to complete all requested information on **Form D-5: "Bidders List"** for every firm who submitted a bid, proposal or quote, including the primary Bidder/Offeror, and submit this information at the time of bid submission. However, if not elected to do so at the time of bid submission, Bidders/Offerors must submit such information at the request of the Authority within the prescribed timeline set forth in the solicitation. The AUTHORITY will utilize this information to assist in the AUTHORITY's overall annual DBE goal-setting process. ***The "Bidders List" content will not be considered in evaluating the bid/proposal or determining award of any contract.***

2. Prime Bidder's/Offeror's Information:	
Name of Prime's Firm:	3. Phone: ()
4. Firm Address:	5. Fax: ()
Number of years in business:	Type of work/services/materials provided:
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year:
	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

6. Provide the following information for every firm (DBE and non-DBE) that submitted a bid, proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:	
Firm Name:	7. Phone: ()
8. Firm Address:	9. Fax: ()
Number of years in business:	Type of work/services/materials provided:
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year:
	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

10. Provide the following information for every firm (DBE and non-DBE) that submitted a bid, proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:	
Firm Name:	11. Phone: ()
12. Firm Address:	13. Fax: ()
Number of years in business:	Type of work/services/materials provided:
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year:
	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

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

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

EXHIBIT E

CERTIFICATION OF COMPLIANCE REGARDING

ALCOHOL AND DRUG POLICY

49 Code of Federal Regulations (CFR) Part 655

The _____
Firm name/principal

Hereby certifies that it **will comply** with the applicable alcohol and drug regulations in 49 CFR Part 655.

Signature

Title

Date

Or:

The _____
Firm name/principal

Hereby certifies that it **cannot comply** with the applicable alcohol and drug regulations in 49 CFR Part 655.

Signature

Title

Date

EXHIBIT F

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

Name _____
 Title _____

_____ Date