

DRAFT

REQUEST FOR PROPOSALS (RFP) 9-0809

CONSTRUCTION PROGRAM MANAGEMENT SUPPORT FOR GRADE SEPARATION PROJECTS



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

Key RFP Dates

Issue Date:	December 14, 2009
Pre-Proposal Conference Date:	December 22, 2009
Question Submittal Date:	January 6, 2010
Proposal Submittal Date:	January 26, 2010
Interview Date:	February 16, 2010

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November 23, 2009

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**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS
RFP 9-0809: CONSTRUCTION PROGRAM MANAGEMENT
SUPPORT FOR GRADE SEPARATION PROJECTS**

Gentlemen/Ladies:

The Orange County Transportation Authority invites proposals from qualified consultants to provide construction program management support for grade separation projects.

Proposers understand that the firm and their participating subconsultant(s) awarded this contract will be precluded from proposing on any construction management or construction projects that they are managing including but not limited to, the Tustin Avenue/Rose Drive, Placentia Avenue, Kraemer Boulevard, Orangethorpe Avenue, and Lakeview Avenue grade separation projects.

Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on January 26, 2010.

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: Sarah L. Strader, 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: Sarah L. Strader, Senior Contract Administrator**

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

Firms interested in obtaining a copy of this Request for Proposals (RFP) 9-0809 may do so by faxing their request to (714) 560-5792, or e-mail your request to rfp_ifb_Requests@octa.net or calling (714) 560-5922. Please include the following information:

- Name of Firm
- Address
- Contact Person
- Telephone and Facsimile Number
- Request For Proposal (RFP) 9-0809

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

To receive all further information regarding this RFP 9-0809, firms must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Commodities for this solicitation are:

Category(s):

Construction
Professional Consulting

Professional Services

Rail Services

Commodity(s):

Construction Management
Construction Consulting
Consultant Services - General
Engineering – Civil
Engineering - General
Engineering – Structural
Engineering - Traffic
Inspection and Testing Services

A pre-proposal conference will be held on December 22, 2009, at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103/104 at 10:00 a.m. All prospective Offerors are encouraged to attend the pre-proposal conference.

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

The Authority has established **February 16, 2010**, as the date to conduct interviews. All prospective Offeror's will be asked to keep this date available.

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

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

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

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

Sincerely,

Sarah L. Strader
Senior Contract Administrator
Contracts Administration and Materials Management

SECTION I

INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on December 22, 2009, at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103/104 at 10:00 a.m. All prospective Offerors are strongly encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Sarah L. Strader, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street, P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5633, Fax: 714.560.5792, or E-Mail: ssstrader@octa.net

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., January 6, 2010.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Courier: Contracts Administration and Materials Management Department, 600 South Main Street, 4th Floor, Orange, California.
 - (3) Facsimile: The Authority's fax number is (714) 560-5792.
 - (4) E-Mail: Sarah L. Strader, Senior Contract Administrator; e-mail address is: sstrader@octa.net.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, the Authority's interactive website, no later than January 12, 2010. Offerors may download responses from CAMM NET at www.octa.net/cammnet, or request responses be sent via U.S. Mail by e-mailing or faxing the request to Sarah L. Strader, Senior Contract Administrator.

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

Commodities for this solicitation are:

Category(s):

Construction
Professional Consulting

Professional Services

Commodity(s):

Construction Management
Construction Consulting
Consultant Services - General
Engineering – Civil

	Engineering - General
	Engineering – Structural
	Engineering - Traffic
Rail Services	Inspection and Testing Services

Inquiries received after 5:00 p.m., January 6, 2010, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on January 26, 2010.

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

2. Address

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Sarah L. Strader, 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 (CAMM)
P.O. Box 14184
Orange, California 92863-1584
Attention: Sarah L. Strader, Senior Contract Administrator**

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

3. Identification of Proposals

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

**“RFP 9-0809: CONSTRUCTION PROGRAM MANAGEMENT
SUPPORT FOR GRADE SEPARATION PROJECTS”**

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 time and expense contract specifying hourly rates for effort specified in the Scope of Work included in this RFP as Section V.

L. PREVAILING WAGES

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

M. CONFLICT OF INTEREST

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

N. CODE OF CONDUCT

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

SECTION II
PROPOSAL CONTENT

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

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.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.
- (5) Provide a list of past joint work by the Offeror and each subcontractor, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.
- (6) Provide as a minimum of three (3) references should be provided. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

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

Offeror to:

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

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

1. Party and Participant Disclosure Forms

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

Offeror is required to submit only one copy of the completed forms as part of its proposal and it should be included in only the original proposal. The form entitled "Party Disclosure Form" must be completed by the prime consultant and subcontractors. The form entitled "Participant Disclosure Form" must be completed by lobbyists or agents representing the prime consultant in this procurement. Reporting of Campaign Contributions is required up and until the Authority's Board of Directors makes a selection. Therefore, the prime consultant, subcontractors and agents will be required to report all campaign contributions from the date of proposal submittal up and until the Board takes action, which is currently scheduled for March 8, 2010.

2. Status of Past and Present Contracts Form

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

3. Level I Safety Specifications

Offeror is advised that the Authority's safety requirements are to assist Offeror and any subconsultants in recognizing hazards with a potential of injury or property damage while working on Authority property or on the Authority's behalf.

SECTION III
EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

- 1. Qualifications of the Firm** **25%**

Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization** **40%**

Qualifications of project staff, particularly "key personnel", especially the Project Manager, including their relevant past experience. Key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; adequacy of labor commitment; references from past projects; logic of project organization; concurrence in the restrictions on changes in key personnel.
- 3. Work Plan** **35%**

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

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all proposals for this RFP. The evaluation committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals. Each member of the evaluation committee will then evaluate each proposal using the criteria identified in Section III. A. to arrive at a "proposal score" for each proposal. Based on the proposal scores, a list of Offeror's within a competitive range will be developed based upon the totals of each committee member's score for each proposal. During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established February 16, 2010 as the date to conduct interviews. All prospective Offerors will be asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further 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 to the appropriate Board Committee, the Offeror(s) with the highest ranking. The Board Committee(s) will review the evaluation committee's recommendation and forward its recommendation to the Board of Directors for final action.

C. AWARD

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

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

SECTION IV
PROPOSED AGREEMENT

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

Names

Functions

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

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 execution by both parties, and shall continue in full force
8 and effect through May 31, 2013, unless earlier terminated or extended as provided in this Agreement.

9 **ARTICLE 5. PAYMENT**

10 A. For CONSULTANT's full and complete performance of its obligations under this Agreement
11 and subject to the maximum cumulative payment obligation provisions set forth in Article 6,
12 AUTHORITY shall pay CONSULTANT on a time and expense basis in accordance with the following
13 provisions.

14 B. For each hour of labor satisfactorily performed CONSULTANT's personnel under this
15 Agreement, AUTHORITY shall pay CONSULTANT at the hourly rates specified in Exhibit B, "Schedule
16 I – Hourly Rates Schedule", and "Schedule II – Other Direct Costs Schedule" which is attached to, by
17 this reference incorporated in, and made part of this Agreement and are acknowledged to include
18 CONSULTANT's direct labor costs, indirect costs, and profit. Furthermore, AUTHORITY shall
19 reimburse CONSULTANT for the actual costs of the expenses shown in Exhibit B, which are directly
20 incurred by its personnel in the performance of work under this Agreement.

21 C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding
22 to the hours actually worked by CONSULTANT. Hours worked shall be documented in a monthly
23 progress report prepared by CONSULTANT, which shall accompany each invoice submitted by
24 CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by
25 AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline
26 to make full payment as noted in paragraph D of this Article until such time as CONSULTANT has

documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed all work required.

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

1. Agreement No. C-9-0809;
2. Labor (staff name, actual hours expended, hourly billing rate, current charges and cumulative charges) performed during the billing period;
3. Expenses (actual expenses incurred as well as back-up documentation that supports the expenses) incurred during the billing period;
4. Time period covered by invoice
5. Total monthly invoice (including project-to-date cumulative invoice amount);
6. Monthly Progress Report;
7. Certification signed by the CONSULTANT or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONSULTANT intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.
8. Any other information as agreed or requested by AUTHORITY to substantiate the validity of an invoice.

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ARTICLE 6. MAXIMUM OBLIGATION

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

ARTICLE 7. NOTICES

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

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Sarah L. Strader

Senior Contract Administrator

ARTICLE 8. INDEPENDENT CONTRACTOR

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

ARTICLE 9. INSURANCE

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

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

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

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

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

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

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

C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement Number C-9-0809; and, the Contract Administrator's Name, Sarah L. Strader Senior Contract Administrator.

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

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ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 9-0809; (3) CONSULTANT's proposal dated ____ ; (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 11. CHANGES

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

ARTICLE 12. DISPUTES

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

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

to offer evidence in support of its appeal.

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

ARTICLE 13. TERMINATION

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

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

ARTICLE 14. INDEMNIFICATION

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

with or arising out of the performance of this Agreement.

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

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

Subcontractor Name/Addresses

Function

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

ARTICLE 17. CONFLICT OF INTEREST

CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the CONSULTANT is unable, or potentially unable to render impartial assistance or advice to the Authority; CONSULTANT's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONSULTANT. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

ARTICLE 18. CODE OF CONDUCT

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

ARTICLE 19. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 20. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 21. PROHIBITED INTERESTS

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

ARTICLE 22. OWNERSHIP OF REPORTS AND DOCUMENTS

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

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

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

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ARTICLE 23. PATENT AND COPYRIGHT INFRINGEMENT

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

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

ARTICLE 24. FINISHED AND PRELIMINARY DATA

A. All of CONSULTANT's finished technical data, including but not limited to illustrations, photographs, tapes, software, software design documents, including without limitation source code, binary code, all media, technical documentation and user documentation, photoprints and other graphic information required to be furnished under this Agreement, shall be AUTHORITY's property upon

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

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

ARTICLE 25. ALCOHOL AND DRUG POLICY

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

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

ARTICLE 26. PROHIBITION

CONSULTANT agrees that they and their participating subconsultant(s) will be precluded from proposing on any construction management or construction projects that they are managing including but not limited to, the Tustin Avenue/Rose Drive, Placentia Avenue, Kraemer Boulevard, Orangethorpe Avenue, and Lakeview Avenue grade separation projects.

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ARTICLE 27. FORCE MAJEURE

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-9-0809 to be executed on the date first above written.

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

By _____

Will Kempton
Chief Executive Officer

APPROVED AS TO FORM:

By _____

Kennard R. Smart, Jr.
General Counsel

APPROVED:

By _____

Kia Mortazavi
Executive Director, Development



DRUG-FREE WORKPLACE ACT OF 1988

THE FEDERAL LAW

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

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

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

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

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

Among "indirect charge" employees, those whose impact or involvement is insignificant to the performance of the grant are exempted from coverage. Any other person, who is on the grantee's payroll and works in any activity under the

AGREEMENT C-9-0809
EXHIBIT C

grant, even if not paid from grant funds, is also considered to be an employee. Temporary personnel and consultants who are on the grantee's payroll are covered. Similar workers, who are not on the grantee's payroll, but on the payroll of contractors working for the grantee, are not covered even if physical place of employment is in the grantee's workplace.

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

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

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

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

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

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

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

AGREEMENT C-9-0809
EXHIBIT C

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

SECTION V
SCOPE OF WORK

SCOPE OF WORK
CONSTRUCTION PROGRAM MANAGEMENT SUPPORT
ORANGE COUNTY TRANSPORTATION AUTHORITY
GRADE SEPARATION PROJECTS

1.0 GENERAL DESCRIPTION OF SERVICES

The Orange County Transportation Authority (AUTHORITY) is responsible for managing several Grade Separation projects (PROJECTS) to separate vehicular traffic from rail traffic to alleviate the current and potential traffic impacts and enhance safety at existing at-grade rail crossings at several intersections within the county (PROGRAM).

The AUTHORITY'S management of these projects includes oversight of environmental clearance, engineering, right of way acquisition, and construction management and administration. The projects include those funded by Renewed Measure M, the half-cent sales tax program, and state and federal funding sources. The AUTHORITY is obligated to deliver these projects using the funds available and in a timely manner. The CONSTRUCTION PROGRAM MANAGEMENT CONSULTANT (CONSULTANT) shall assist the AUTHORITY in this challenge by providing staff assistance and technical expertise to help manage the construction phase of the Grade Separation Projects.

1.1 Description of Projects

Currently, five grade separation projects have been identified for implementation as described in Attachment 1 to this scope of work. Additional projects may be added to the program in the future as directed by AUTHORITY.

1.2 Construction Management Approach

The CONSULTANT shall assist the AUTHORITY by providing staff assistance and technical expertise to help manage the construction phase of the Grade Separation Projects.

Under separate AUTHORITY solicitation, the AUTHORITY intends to enter into agreements with Construction Management Consultant (CMC) firms to administer the construction contracts and to provide construction management services to the AUTHORITY. The services that the CMC will provide for each project include administration of the construction contract, coordination with the project design engineers during construction, quality assurance inspections, independent quality assurance testing, daily construction reports, control point surveying, project record keeping, contractor progress payment processing, change order processing and implementation, and claim processing.

CONSULTANT under this solicitation shall function as an extension of AUTHORITY staff and supplement AUTHORITY staff by providing specialized expertise as required to effectively manage the construction PROGRAM. Under this scope of work, CONSULTANT shall assist

AUTHORITY staff in the oversight, management, and completion of all work associated with the construction of the PROJECTS.

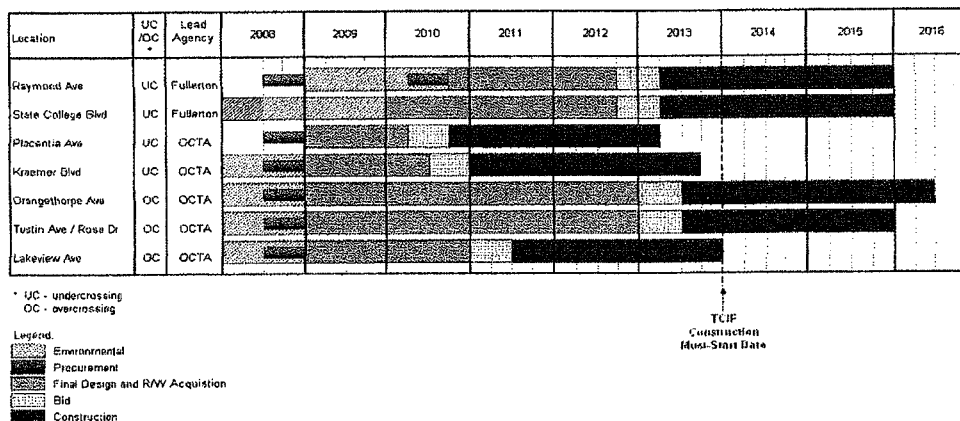
CONSULTANT's services shall be in the following general categories:

- Pre-Construction Services
- Construction Management Oversight
- Program and Project Management Assistance

AUTHORITY will provide overall direction for the PROGRAM and assign its own staff to perform specific job responsibilities. CONSULTANT shall supplement AUTHORITY staff and provide specialized expertise as requested.

1.3 Project Schedules

The currently identified grade separation projects are anticipated to be constructed in two separate groups. Group 1 grade separation projects currently include Placentia Avenue, Kraemer Boulevard, and Lakeview Avenue. Group 2 grade separation projects currently include Raymond Avenue, State College Boulevard, Orangethorpe Avenue, and Tustin Avenue/Rose Drive. Below is the anticipated implementation schedule for the current grade separations:



Propose Grade Separation Projects Schedule

2.0 SPECIFIC SCOPE OF SERVICES

2.1 Pre-Construction Services

Before the construction contract documents are finalized and prior to the award of construction contracts, the CONSULTANT shall assist the AUTHORITY with the following tasks.

Risk Assessment and Risk Mitigation Measures: Assist with a risk assessment of the completed construction contract documents for the purpose of assessing financial, schedule, and contract claims risks. Assist with the development of risk and claims mitigation measures, and development of processes and procedures to monitor and manage those risks during construction.

Program Schedule for Construction: Assist with the preparation of an overall PROGRAM schedule (Master Schedule) incorporating all PROJECTS and several adjacent and near-by projects that will be under construction during construction of the PROJECTS. Update the status of each project during the design phase and pre-construction phase monthly, and prepare and distribute updated Master Schedule reports as required.

Quality Assurance Program: Assist with the preparation and oversight of the AUTHORITY's quality assurance PROGRAM. The AUTHORITY intends to require that each construction contractor develop and implement a contractor quality control program that will include all testing and special inspections managed and paid for by the contractor. The AUTHORITY's quality assurance program will provide for quality assurance spot-checking by the CMC, quality assurance inspections by the CMC, and review by the CMC of all contractor quality control tests and inspection reports to assure that the contractor's quality control program meets all of the contract requirements. The AUTHORITY's quality assurance program, once finalized, will be utilized on all of the PROJECTS.

Safety Program: Assist with the preparation of the AUTHORITY's overall construction safety program. The contractor will be the primary responsible party for safety on and around the construction site, but the AUTHORITY will put in place a general set of safety requirements and practices applicable to all PROJECTS. The AUTHORITY's construction safety program, once finalized, will be utilized on all of the PROJECTS.

Construction Contract Documents: Assist with the assembly and review of each of the Construction Contract Document packages of drawings, specifications, bidder instructions and bid forms.

Bid Analysis: Assist with the analysis of the construction bids and preparation of internal reports about the bid results.

2.2 Construction Management Oversight Services

CONSULTANT shall assist the AUTHORITY with the oversight and management of the activities and services performed by the separate Construction Management Consultants (CMCs) for each project. CONSULTANT's services shall be in addition to and shall not supplant the services provided by each CMC related to each project.

Each CMC will perform under the oversight of CONSULTANT most of the customary owner-representative services to administer the construction contract and inspect the work by the contractor on behalf of the AUTHORITY. CONSULTANT will oversee each CMC's administration of the construction contract, coordination of the activities of the contractor with the services of the project design engineer, performance of quality assurance inspections and management of independent quality assurance testing, preparation of daily construction activity

reports, performance of control point and bench mark surveying, communications between the contractor and all other project participants, processing, collecting and maintaining of project communications and records, reviewing and recommending of contractor progress payments, processing of change order requests, implementing and processing change orders, and processing claims.

The CONSULTANT's role in regard to construction management oversight is to assist the AUTHORITY with the management tasks required to insure that the CMC assigned to each project is performing all of its construction management duties in a manner consistent with the construction contract requirements and with its contractual service obligations. To that end, CONSULTANT shall assist the AUTHORITY with the following tasks.

Cost and Payment Control: Assist in maintaining current cost and funding budgets for each project and in evaluating and incorporating any cost or scope changes. Assist in reporting the progress of individual projects and provide an overall summary of the status of all PROJECTS in the PROGRAM. Prepare monthly progress reports and publish summaries of the overall status of the PROGRAM. Assist with the review and approval of progress payment applications of the CMC and other project service providers. Assist with the review and processing of progress payment applications submitted by the contractor which have been reviewed and approved by the CMC.

Change Control: Assist with the review of proposed construction change orders for schedule and cost impacts. Assist with the review and processing of implemented construction change orders that are managed by the CMC for each project.

Claim Evaluations: Assist with the review, evaluation, and monitoring of claims submitted by a contractor or other entity, and which have been reviewed and processed by the CMC for each project

Quality Assurance: Assist with the oversight of the AUTHORITY's quality assurance program. The CMC for each project will be responsible for the quality assurance inspections and the review of the quality control reports submitted by the contractor. The CONSULTANT shall act in an oversight role, making sure that the CMC is fulfilling its obligations that all required tests and inspections are being performed, and that proper records are being collected and maintained in a format acceptable to the AUTHORITY.

Document Control: Assist with the establishment and maintenance of a document control system for the PROJECTS that will be utilized as a standard for the PROGRAM and for each project. The CMC will have primary responsibility for the insuring that documents and records are created and maintained in accordance with the document control system on its projects. The CONSULTANT shall assist with the policing and enforcement of the document control system requirements and monitoring of each of the CMC's efforts to create, maintain and store project documents in accordance with the document control system. The CONSULTANT shall assist with the identification of deficiencies and recommendations for corrective actions.

Environmental Mitigation and Monitoring: Assist in the development and maintenance of environmental mitigation and monitoring program to assure compliance with measures identified within the Orange County Gateway Project Environmental Impact Report/Environmental Impact Statement. The CMC will have primary responsibility for the insuring that the environmental

mitigation and monitoring program are maintained for each project in accordance with project requirements. The CONSULTANT shall assist with the policing and enforcement of the environmental mitigation and monitoring program measures in accordance with the established program.

Third Party Claims Monitoring/Resolution: Assist in the development of a third party claim monitoring process for claims made by individuals, businesses, or independent parties related to PROJECTS construction. The CONSULTANT shall assist in the ongoing tracking, logging, and administration of third party claims resolution for issues that may arise which are associated with PROJECTS construction activities.

Project Closeout: Assist with the review of the project closeout documentation and record set assembled by the CMC for each project and check that it contains all of the elements required by the construction contract requirements and that it was assembled by the CMC in accordance with its obligations.

2.3 Program and Project Management Assistance

Certain construction contract administration duties are not primarily fulfilled by the CMC, and those tasks shall be performed by the AUTHORITY with assistance from the CONSULTANT. Those construction program and project management tasks are described in this section.

Project Management: CONSULTANT shall provide one individual to act as Project Lead for groups of individual projects. Currently, the PROGRAM construction is expected to be started as two groups of projects in accordance with Project Schedules (**Section 1.3**), with construction staggered approximately two years apart. The Project Lead shall perform project management functions including construction planning and monitoring, project cost monitoring, overseeing CMC activities, coordination between concurrent PROJECTS, and coordination with railroad, utility company, and local agencies.

Construction Safety: Assist with the oversight of the AUTHORITY's construction safety program. The CONSULTANT shall conduct periodic inspections of each project site (at least monthly, and more often if violations are discovered) and report on the contractor's compliance with the contractor's construction safety program and the AUTHORITY's construction safety program.

Master Schedule: Assist with the preparation of an overall PROGRAM schedule (Master Schedule) incorporating all PROJECTS and several adjacent and near-by projects that will be under construction during construction of the PROJECTS. Update the status of each project during the construction phase monthly, and prepare and distribute updated Master Schedule reports as required. Contractor schedule updates will be reviewed and accepted by the CMC for each project. The CONSULTANT shall review and incorporate the detailed contractor schedule update data into the Master Schedule and report on any inter-project schedule issues and/or delays.

Coordination with Municipalities: Assist with the coordination of construction activities with the Municipalities and with the permitting and inspections by with the Municipalities involved with the PROJECTS.

Coordination with the Railroad: Assist with the coordination of construction activities with Railroad activities and its clearance and right-of way requirements.

Coordination with Utility Companies: Assist with the coordination of construction activities with the work performed by Utility Companies and their contractors.

Labor Compliance Management: CONSULTANT shall monitor each contractor's compliance with labor code requirements including administration of Federal guidelines for reporting of federalized projects, shall manage and maintain the AUTHORITY'S records, and shall perform other tasks necessary to insure that the PROJECTS are in compliance with the contract requirements with respect to prevailing wages and other labor codes.

Risk Factor Monitoring: Assist with the monitoring of the risk and claim mitigation measures and tracking of the processes and procedures established to manage the potential risks identified during the pre-construction phase.

Monthly Progress Reporting: Assist with the preparation of periodic PROGRAM and PROJECT status reports for the AUTHORITY.

Technical and Administrative Services: The CONSULTANT shall provide technical and administrative assistance on an "as needed" basis. This work may be performed by CONSULTANT staff assigned to the AUTHORITY's office or by others working out of the CONSULTANT's office. Support in technical and administrative areas will be specifically requested and identified by the AUTHORITY as it may be needed.

3.0 STAFFING REQUIREMENTS

The CONSULTANT shall assign staff to provide services to the AUTHORITY on a full-time and part-time basis. The full-time individuals will work directly with AUTHORITY staff and other consultants already under contract with the AUTHORITY, and shall be assigned to the AUTHORITY's office in Orange, California, or to a program management office set up specifically for the PROJECTS.

3.1 Full-Time Staff

CONSULTANT shall initially assign two full-time individuals to provide program and project management assistance for the first group of projects. These individuals will provide services in the following positions:

- Project Lead
- Controls Specialist

Project Lead: The Project Lead shall coordinate all services provided by CONSULTANT. In addition, the Project Lead will work under the supervision of the AUTHORITY'S program manager in overseeing and monitoring a group of PROJECTS. The Project Lead will monitor project budgets and schedules and will represent the AUTHORITY at meetings with consultants, contractors, other agencies, and the public. The Project Lead will assist with construction planning and monitoring, will oversee the CMC's activities, coordinate construction interfaces between concurrent PROJECTS, and coordinate with railroad, utility company, environmental

regulatory and local agencies. The Project Lead shall have at a minimum of ten years of experience on civil public works projects, a minimum of four years of experience on projects similar to the PROJECTS within the PROGRAM, and shall possess a degree in engineering or construction management. A person with a professional registration as a Civil Engineer in the State of California is preferred.

Controls Specialist: The Controls Specialist shall assist the Project Lead in the functions necessary to set up a program document controls systems and payment processing procedures. This individual shall have experience with project documentation requirements and document filing practices on public works projects, and experience in establishing electronic management systems, access, and retention of project documents of all types. The Control Specialist shall be proficient in the Microsoft Office suite of software applications, and shall have experience on projects that utilized document management software such as Primavera Contract Manager, Expedition, Meridian Prolog Manager, e-Builder, or other similar document control systems. The Controls Specialist shall be familiar with web-based systems for the storage and retrieval of shared documents and drawings. The Controls Specialist shall also have experience reviewing and tracking project budgets, construction costs, and developing and tracking payment systems and invoices. The Controls Specialist shall assist in maintaining current cost and funding budgets for each project and in evaluating and incorporating any cost or scope changes. The Control Specialist shall assist in reporting the progress of individual projects and provide an overall summary of the status of all PROJECTS in the PROGRAM. The Controls Specialist shall additionally assist with the review and approval of progress payment applications and other project service providers. The Controls Specialist shall have at least five years of experience described above.

One full-time Project Lead and Controls Specialist is anticipated upon commencement of the CONSULTANT's work for the first group of PROJECTS as identified in Attachment 1. These individuals will be assigned to work from an AUTHORITY provided office location. Other Project Leads may be added as required to handle the workflow and/or when the second group of PROJECTS are near the completion of the design phase.

3.2 Other Staff Positions

As the PROJECTS progress from design towards the start of construction, additional part-time or full-time staff positions will be filled by the CONSULTANT, as required and authorized by the AUTHORITY. All proposed full-time and part-time CONSULTANT staff shall be pre-approved by the AUTHORITY.

Based on the experience and capabilities of particular staff proposed by the CONSULTANT, one person may be qualified to fulfill one or more of the duties described below. Or, several part-time staff may be proposed to perform the required duties. The titles used below serve as functional descriptions and are not intended to represent one full-time staff member.

Office Engineer: The Office Engineer will work under the supervision of the AUTHORITY'S construction program manager and contracts administrator and will perform various pre-construction and construction administration tasks. The Office Engineer shall have experience with the review of construction drawings and specifications, constructability reviews of contract documents, assembly of contract document packages for bidding of public works civil projects, quantity estimation of civil work, bidding, award and execution of unit price construction

contracts, performance and payment bonds, contractor insurance requirements, and preparation of contract change orders. The Office Engineer shall have a minimum of ten years experience on civil public works projects similar to the PROJECTS within the PROGRAM, and shall possess a degree in engineering or construction management. A person with a professional registration as a Civil Engineer in the State of California is preferred.

Change Orders and Claims Manager: Assistance shall be necessary for change orders and claims management including review and tracking of project budgets and construction costs, analyzing contract changes, estimating the cost of change order work and claimed extra work, and analyzing schedule delay and productivity claims. The Change Orders and Claims Manager shall have at least four years of related experience on similar civil public works projects, and shall possess a degree in engineering or construction management.

Safety Program Manager: The safety program Manager shall have experience in developing and administering a construction safety program with experience in construction safety practices, safety rules and regulations, and the preparation and implementation of construction injury and illness prevention programs. The safety program engineer shall have held positions where he/she was responsible for on-site inspections of construction operations and safety practices, preparation of inspection reports, investigation and reporting of incidents and accidents, identification of safety violations, and the correction of safety deficiencies. The safety program engineer shall have at least six years of experience performing the duties described above.

Quality Assurance Manager: The quality assurance manager shall have at least seven years of experience with the preparation and implementation of construction quality control and quality assurance programs on civil works projects, and shall have held a supervisory position managing the work of quality assurance / quality control inspector staff. The quality assurance manager shall possess a minimum of three years of similar experience on construction of local streets and roads projects which included bridges and retaining walls.

Program Scheduling Engineer: The program scheduling engineer shall be proficient in the use of Primavera scheduling software (latest version of Primavera Professional Project Management) and have a minimum of five years of experience with preparing, reviewing and updating schedules utilizing the critical path method of project scheduling. The program scheduling engineer shall have had formal training in CPM scheduling and shall possess an engineering or construction management degree. Experience scheduling civil works projects similar to the PROJECTS that are included in the PROGRAM is a plus.

Labor Compliance Officer: The labor compliance officer shall have experience with construction labor compliance regulations, record keeping and submission requirements, and with labor code requirements on public works projects. The labor compliance officer shall have a minimum of three years experience in a position which was responsible for the checking and enforcing the contractor's compliance with labor code submission requirements on public works projects.

Based on the experience and capabilities of particular staff member proposed by the CONSULTANT, one person may be qualified to fulfill one or more of the duties described above. Or, several part-time staff may be proposed to perform the required duties on an as-required basis.

4.0 LEVEL OF SUPPORT

The level of effort required by the CONSULTANT under this contract is estimated to be one full-time equivalent to serve as project lead, one full-time equivalent to perform as controls specialist, and two to three full-time equivalents to serve in the support roles for other required functions resulting in a total of four to five full-time equivalent personnel per year. The level of effort will be re-evaluated periodically to assure that the appropriate level of support is maintained.

5.0 SCHEDULE OF PERFORMANCE

The durations of the contract shall be for a four-year period, with the potential for two additional one-year extensions, at the sole option of the AUTHORITY. Personnel assigned to the contract on a full-time basis shall remain assigned to the contract for the duration of the contract.

6.0 CONFLICT OF INTEREST PROHIBITION

The CONSULTANT shall be prohibited from proposing on any engineering, construction management, technical, or construction related work on PROJECTS during the period of this contract.

7.0 MATERIAL AND SERVICES PROVIDED BY AUTHORITY

The AUTHORITY will provide office space, furniture, computers, administrative software, telephones, internet connections, office supplies, and printing services to individuals assigned to the AUTHORITY's office in Orange, California, or assigned to a program management office set up specifically for the PROJECTS in Orange County, California. Any special equipment, software, or supplies required by those individuals shall be provided by the CONSULTANT.

Attachment 1

Current Grade Separation Projects Description

The following is a description of the currently identified grade separation projects which CONSULTANT will assist the AUTHORITY in managing. Additional projects may be added during the assignment as identified by AUTHORITY:

Placentia Avenue

The Placentia Avenue undercrossing will be constructed approximately between 85 feet south of Crowther Avenue and 670 feet north of Fender Avenue, in the cities of Placentia and Fullerton. A railroad bridge to accommodate two existing BNSF railroad tracks and a future third track will be built, while Placentia Avenue will be depressed. Construction of bypass tracks or shoofly and a temporary four-lane roadway to reroute traffic, are necessary to proceed with this project. Improvements to adjoining streets and commercial driveways will also be part of this project. A pump station will be located on the northeastern side of Placentia Avenue/BNSF corridor to drain water accumulating during heavy rains. Placentia Avenue is planned to remain open during construction and two lanes of traffic would be in operation in both directions during construction. Traffic will be diverted onto the temporary roadway to the east of the current route.

Kraemer Boulevard

The Kraemer Boulevard undercrossing will be constructed approximately between 840 feet south of Crowther Avenue and 750 feet north of Crowther Avenue, in the cities of Placentia and Anaheim. The project includes the lowering of Kraemer Boulevard 24 feet below the BNSF railroad mainline with a railroad bridge to accommodate the two existing mainline tracks and a future third track. In addition, Crowther Avenue will be lowered to meet the depressed Kraemer Boulevard. A shoofly will be constructed to divert rail traffic and allow bridge construction to go on uninterrupted. It is anticipated that Kraemer Boulevard and Crowther Avenue will be closed to traffic during the construction in order to minimize property impacts for temporary roadway detours. The Kraemer Avenue grade separation project will be constructed concurrently with the Placentia Avenue grade separation. Improvements to adjoining streets will be necessary to complete this project. The change in elevation at Kraemer Boulevard will necessitate a pump station to pump storm water from the low point of the undercrossing. Additionally, the relocation of multiple utilities inclusive of a 72 inch storm drain is required to accommodate the depressed intersection.

Orangethorpe Avenue

The Orangethorpe Avenue overcrossing will be constructed approximately between 600 feet west of Carbon Creek and 400 feet east of Traub Lane, in the cities of Placentia and Anaheim.

The project will include construction of a roadway overpass over the BNSF railroad mainline tracks. Chapman Avenue and Miller Street will be elevated to connect to the elevated profile of Orangethorpe Avenue. Additionally, the existing bridges over Carbon Creek and Atwood Channels will be replaced. Orangethorpe Avenue will remain partially open during construction to reduce the traffic impact to surrounding communities. Orangethorpe Avenue overcrossing will be constructed concurrently with the adjacent Tustin Avenue / Rose Drive grade separation improvements.

Tustin Avenue / Rose Drive

The Tustin Avenue / Rose Drive overcrossing will be constructed approximately between 1,500 feet south of Atwood Channel and 1200 feet north of Orangethorpe Avenue, in the cities of Placentia and Anaheim. The project will include construction of a roadway overpass above the existing BNSF railroad tracks. Adjacent streets will require modification to meet grade modifications and to conform to the newly established connector between Orangethorpe Avenue and Rose Drive. Tustin Avenue / Rose Drive will be completely closed to traffic during construction. It is anticipated that Tustin Road / Rose Drive grade separation will be constructed currently with the grade separation project at Orangethorpe Avenue.

Lakeview Avenue

The Lakeview Avenue overcrossing will be constructed approximately between South Eisenhower Circle and Orchard Drive, in the cities of Placentia and Anaheim. The project will include construction of an overpass above the existing BNSF mainline tracks. Also included is a connector road from Orangethorpe Avenue to the new Lakeview Avenue overpass. The connector will allow traffic to flow from Orangethorpe Avenue to Lakeview as it was prior to the improvements. Because of Lakeview Avenue's proximity to the Atwood Channel, a bridge over the channel and flood control improvements along the channel are essential. Coordination with the flood control agency will be necessary for this segment of the project. An access road will be constructed for properties bordering Lakeview Avenue to facilitate future access to a business complex. It is anticipated that Lakeview Avenue will be closed to traffic during construction and will be constructed simultaneously with Placentia Avenue and Kraemer Boulevard grade separations.

The following is a description of two grade separation projects within the PROGRAM which CONSULTANT will assist the AUTHORITY in managing, but to a much lesser extent as it is anticipated that construction of those projects will be managed by a Construction Management firm under administration by the City of Fullerton.

LEVEL 1 SAFETY SPECIFICATIONS

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

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

COMMODITY CODES

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

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

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

The following generally requires **Level 1** Safety Specifications

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

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Consultants, its sub-tier Consultants, suppliers, and employees have the obligation to comply with all Authority HSEC policies, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Consultants or its sub-tier contractors may be cause for termination of scope, contracts, or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to

the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during the course of this work scope.

- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted for all Consultant personnel, sub-tier Consultants, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Consultant shall ensure that all Consultant vehicles, including those of its sub-tier Consultants, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, each Consultant is encouraged to exceed minimum requirements. When the Consultant safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of public and workers.

1.2 HAZARD COMMUNICATION

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

1.3 ACCIDENT INVESTIGATION

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

1.4 PERSONAL PROTECTIVE EQUIPMENT

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

END OF SECTION

SECTION VI

FORMS

PARTY DISCLOSURE FORM

Information Sheet

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

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

Prime Firm's Name: _____

Party's Name: _____

Party's Address: _____

Street

City

State

Zip

Phone

Application or Proceeding
Title and Number: _____

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

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Peter Buffa, Chair

Jerry Amante, Vice Chairman

Patricia Bates, Director

Art Brown, Director

Bill Campbell, Director

Carolyn V. Cavecche, Director

William J. Dalton, Director

Richard Dixon, Director

Paul G. Glaab, Director

Cathy Green, Director

Allan Mansoor, Director

John Moorlach, Director

Janet Nguyen, Director

Chris Norby, Director

Curt Pringle, Director

Miguel Pulido, Director

Gregory T. Winterbottom, Director

PARTICIPANT DISCLOSURE FORM

Information Sheet

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

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

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

AND

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

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

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

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

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

Prime's Firm Name: _____

Party's Name: _____

Party's Address: _____

Street

City

State

Zip

Phone

Application or Proceeding

Title and Number: _____

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

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Peter Buffa, Chair

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Art Brown, Director

Bill Campbell, Director

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Richard Dixon, Director

Paul G. Glaab, Director

Cathy Green, Director

Allan Mansoor, Director

John Moorlach, Director

Janet Nguyen, Director

Chris Norby, Director

Curt Pringle, Director

Miguel Pulido, Director

Gregory T. Winterbottom, Director

STATUS OF PAST AND PRESENT CONTRACTS

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

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

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

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

Name _____ Date _____
 Title _____