

DRAFT REQUEST FOR PROPOSALS (RFP) 9-1143

**CONSULTANT SERVICES FOR PRELIMINARY
ENGINEERING AND ENVIRONMENTAL
SERVICES FOR THE
ORANGE COUNTY MAINTENANCE FACILITY**



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

Key RFP Dates

Issue Date:	May 13, 2019
Pre-Proposal Conference Date:	May 20, 2019
Question Submittal Date:	May 28, 2019
Proposal Submittal Date:	June 13, 2019
Interview Date:	July 25, 2019

Transit and Intercity Rail Capital Program Funding

TABLE OF CONTENTS

SECTION I: INSTRUCTIONS TO OFFERORS 1

SECTION II: PROPOSAL CONTENT 9

SECTION III: EVALUATION AND AWARD 16

EXHIBIT A: SCOPE OF WORK..... 20

EXHIBIT B: PROPOSED AGREEMENT 44

EXHIBIT C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM..... 63

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS..... 68

EXHIBIT E: SAFETY SPECIFICATIONS 70

**EXHIBIT F: CONSULTANT CERTIFICATION OF CONTRACT COSTS AND
FINANCIAL MANAGEMENT SYSTEM..... 74**

EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS..... 77



May 13, 2019

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 9-1143: “PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE METROLINK ORANGE COUNTY MAINTENANCE FACILITY”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants for various tasks related to the preliminary engineering (30% design) and environmental phase of the Orange County Maintenance Facility (OCMF) Project.

The Authority has made the following documents available on CAMMNET for review:

Project Study Report for Orange County Maintenance Facility
Phase I Environmental Site Assessment
ALTA/ ACSM Land Title Survey
Draft Program Environmental Impact Report No. 620 El Toro 100 -Acre
Parcel Development Plan

The Authority intends to award a single contract as a result of this procurement.

Offerors are advised that by signing their proposal, they are certifying that they and their subconsultants are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

Offerors are advised that all Consultant proposals and supporting documents for the project contract are subject to audit or review by the California Department of Transportation (Caltrans). The Cost Proposal is subject to an audit or Certified Public Accountant (CPA) Indirect Cost (Overhead) Audit Workpaper Review. The Cost Proposal shall be adjusted by the Consultant and approved by the Authority’s Contract Administrator to conform to the Workpaper Review recommendations or audit recommendations. The Consultant agrees that individual terms of cost identified in the audit report shall be incorporated into the agreement by this reference if directed by the

Authority at its sole discretion. Refusal by the Consultant to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

In response to Caltrans' audit/review requirements, Offeror and all their subconsultants will be required to submit, after award of contract, Caltrans Exhibit 10-K entitled "Certification of Contract Costs and Financial Management System", a copy of which is attached to this RFP as Exhibit F. As part of this certification, the prime and all subconsultants must show their financial system's ability to segregate cost elements.

Proposals must be received in the Authority's office at or before 2:00 p.m. on June 13, 2019.

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Robert Webb, 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: Robert Webb, 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) may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>. From the site menu click on CAMM NET to register.

To receive all further information regarding this RFP 9-1143, firms and subconsultants 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:

<u>Category:</u>	<u>Commodity:</u>
Professional Consulting	Architectural & Engineering Design Consulting Consultant Services - General Consultant Services - Transit Planning Consultant Services - Transportation Planning
Professional Services	Buildings - Architectural Design Engineering - Architectural Engineering - Civil Environmental - Architectural General Construction - Architectural Land Development and Planning - Architectural Railroad; Rapid Transit; Monorail - Architectural Land Surveying
Construction	Engineering - Right of Way Right of Way Services

A pre-proposal conference will be held on **May 20, 2019**, at **9:00 a.m.** at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 9. 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 **July 25, 2019**, as the date to conduct interviews. All prospective Offerors 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.

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

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

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SECTION I: INSTRUCTIONS TO OFFERORS

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

A pre-proposal conference will be held on **May 20, 2019**, at **9:00 a.m.** the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 9. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

The Authority reserves the right to revise the RFP documents. Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

D. AUTHORITY CONTACT

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

Robert Webb, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5743, Fax: 714.560.5792
Email: rwebb@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist or agent hired by the proposer shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any proposer, subcontractor, lobbyist or agent hired by the

proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority.

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 D.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., on **May 28, 2019**.
- 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 Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: rwebb@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than **June 4, 2019**. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Robert Webb, Senior Contract Administrator.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subconsultants 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:

<u>Category:</u>	<u>Commodity:</u>
Professional Consulting	Architectural & Engineering Design Consulting Consultant Services - General Consultant Services - Transit Planning Consultant Services - Transportation Planning
Professional Services	Buildings - Architectural Design Engineering - Architectural Engineering - Civil Environmental - Architectural General Construction - Architectural Land Development and Planning - Architectural Railroad; Rapid Transit; Monorail - Architectural Land Surveying Engineering - Right of Way Right of Way Services
Construction	

Inquiries received after 5:00 p.m. on May 28, 2019, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on **June 13, 2019**.

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, (Lobby Receptionist)**

Orange, California 92868
Attention: Robert Webb, Senior Contract Administrator

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

Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
P.O. Box 14184
Orange, California 92863-1584
Attention: Robert Webb, Senior Contract Administrator

3. Identification of Proposals

Offeror shall submit an **original and 7 copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number. In addition to the above, ***Proposers shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD, DVD, or flash drive.***

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 issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.

- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

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

L. CONFLICT OF INTEREST

All Offerors responding to this RFP 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.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor. All Offerors responding to this RFP 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.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

M. 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., and all applicable Federal requirements respecting prevailing wages. 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, CA 92868 and are available to any interested party on request.

N. CODE OF CONDUCT

All Offerors agree 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. All Offerors agree to include these requirements in all of its subcontracts.

O. NONDISCRIMINATION

The Authority hereby notifies all Offerors that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

P. PRIME AND LOWER TIER DEBARMENT

Offerors are advised that by signing their proposal, they are certifying that they and their subconsultants are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

Q. CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

Offerors and all their subconsultants will be required to submit, after award of contract, Exhibit 10-K entitled "Certification of Contract Costs and Financial Management System", a copy of which is attached to this RFP. As part of this certification, the prime and all subconsultants must show their financial system's ability to segregate cost elements.

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SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT**A. PROPOSAL FORMAT AND CONTENT****1. Format**

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Robert Webb, 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, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 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 a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

- (1) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Indicate adequacy of labor resources utilizing a table projecting the resource-allocation to the project by individual task.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (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 should provide a narrative, which addresses the Scope of Work, and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to 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 would perform them.

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

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit B), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit B). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

4. Cost and Price Proposal

Offerors are asked to submit only the technical qualifications as requested in the 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. Campaign Contribution Disclosure Form

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 Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime contractor, subconsultants, lobbyists and agents are required to report all campaign contributions made from the proposal submittal date up to and until the Board of Directors makes a selection.

Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal and it must be included in only the **original** proposal.

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be

involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming 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. Safety Specifications

Offerors shall comply with Safety Specifications Level 1 as included in this RFP as Exhibit E, during the term of the awarded Agreement.

4. Certification of Contract Costs and Financial Management System “Exhibit 10-K”

This exhibit entitled “Exhibit 10-K Certification of Contract Costs and Financial Management System” (RFP Exhibit F) is to be completed by Offeror and all subconsultants after award of contract. As part of this certification, the prime and all subconsultants must show their financial system’s ability to segregate cost elements.

5. Proposal Exceptions and/or Deviations Form

Offerors shall complete the form entitled “Proposal Exceptions and/or Deviations” provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

SECTION III: EVALUATION AND AWARD

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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; 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 and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
3. **Work Plan** **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 resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established **July 25, 2019**, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

C. AWARD

The Evaluation Committee will select a firm to recommend to the Authority's Board of Directors. At the same time the recommended Offeror will be asked to submit a sealed price proposal. In conjunction with its action of selecting a firm, the Authority's Board of Directors will authorize staff 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 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 and subconsultants will be required to submit to an audit of its financial records to confirm its financial stability and the Offeror's accounting system. Additionally, the selected Offeror will be required to submit to the Authority's Accounting Department a current IRS W-9 Form prior to commencing work.

All Consultant proposals and supporting documents for the project contract are subject to audit or review by the California Department of Transportation (Caltrans). The Cost Proposal is subject to an audit or Certified Public Accountant (CPA) Indirect Cost (Overhead) Audit Workpaper Review. The Cost Proposal shall be adjusted by the Consultant and approved by the Authority's Contract Administrator to conform to the Workpaper Review recommendations or audit recommendations. The Consultant agrees that individual terms of cost identified in the audit report shall be incorporated into the agreement by this reference if directed by the Authority at its sole discretion. Refusal by the Consultant to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

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EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK
Preliminary Engineering and Environmental Services for
the Metrolink Orange County Maintenance Facility

This Scope of Work (SOW) describes work elements necessary for the various tasks related to the preliminary engineering (30% design) and environmental phase of the Orange County Maintenance Facility (OCMF) Project. The desired services shall be provided by what is herein referred to as the "CONSULTANT." The CONSULTANT in the course of this consulting relationship shall work directly for the Orange County Transportation Authority (Authority) which is serving as the lead agency for a new Metrolink rail maintenance facility, which will be in Orange County in the City of Irvine (City), California. Major project components of this SOW include the following:

30% Preliminary Engineering of:

- Lead tracks, yard tracks and special trackwork
- Service and inspection tracks, inspection platforms and facilities
- Maintenance building including facilities and equipment
- Railroad sub ballast preparation
- Train control, communications and signal systems (conceptually to establish the limits of the projects)
- Grading and drainage
- Structures (retaining walls, bridges and culverts conceptually only)
- Roadway and parking
- Transportation buildings and building services
- Utilities
- Fencing and security
- Train wash facility

Studies and Reports:

- Preliminary Drainage Report
- Water Quality Management Plan
- Geotechnical Exploration Plan, Geotechnical Design Report and Foundation Report
- Phase I Environmental Site Assessment Report
- Phase II Environmental Site Assessment Report
- Aerial Mapping, Topographic Surveys and Design Surveys
- Environmental documentation for California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) clearance.

CONSULTANT shall utilize the documents identified below. It is not Authority's intent to provide a comprehensive list of resources; therefore, CONSULTANT shall make use of additional reference material as appropriate. CONSULTANT shall also be responsible for ensuring the use of the most recent version of all reference materials, including any addenda and errata.

- Southern California Regional Railroad Authority (SCCRA) Engineering Standards (ES) and Standard Specifications
- Federal Rail Administration Track Safety Standards
- A Policy on Geometric Design of Highways and Streets (AASHTO 2011)

- California Public Utilities Commission (CPUC) General Orders Requirements
- California Regional Water Quality Control Board Requirements
- Manual of Uniform Traffic Control Devices (MUTCD) (MUTCD 2012)
- MUTCD California Supplement (2012)
- Standard Specifications for Public Works Construction (SSPWC)
- Authority Right of Way Manual
- Applicable Local Codes and Manuals
- Construction Best Management Practices (BMPs)
- American Railway Engineers Association (AREA) Standards
- American Rail Engineers Maintenance Association (AREMA) Standards
- CEQA and NEPA Handbooks
- Utility Agreement and Plans
- California Building Code (CBC) and Division of the State Architect (DSA) Access Compliance Reference Materials Provisions.
- Orange County Maintenance facility (OCMF) Project Study Report (PSR) dated January 19, 2019 by STV Inc.
- ALTA Survey Dated March 2014 by David Evans and Associates
- Phase I Environmental Site Assessment dated August 21, 2014 by Kleinfelder

CONSULTANT deliverables shall conform to the following:

- All electronic data produced and supporting the PA/ED shall be provided on electronic media (CD, DVD, or portable hard drive) in formats consistent with Authority
- All drafting shall be in conformance with the SCRRA CADD User's Manual and shall be delivered electronically in CADD file formatting.
- All railroad base mapping will utilize SCRRA stationing and record of survey data.

Project Background

Projected population expansion within the five County area currently served by Metrolink will require an increased number of commuter rail services to support that growth. Consequently, the Metrolink system will require additional train storage and maintenance facilities to support an increased fleet size. As a significant proportion of the expanded services will operate in Orange County, this would also provide the optimal location for the additional Metrolink facility.

The SCRRA in cooperation with the Orange County Transportation Authority (Authority) proposes a new Orange County Maintenance Facility (OCMF). The OCMF will be in the City, on a 21.3-acre parcel owned by Authority and adjacent to Marine Way and the Orange sub division between mileposts 183.50 and 184.00. The project site is located within Planning Area 511 of the City General Plan (General Plan), adopted in May 2012, and designated for the Orange County Great Park (OCGP) land use under the General Plan. City has indicated that a conditional use permit (CUP) would need to be obtained for this project and application thereof filed with the City. The use of the site as a rail maintenance facility, although deemed consistent with the purpose and intent of the zoning district, has characteristics that the City has indicated would require review in order to avoid conflicts with surrounding land uses. Therefore, Authority will be filing a CUP application for this project.

The Project will be developed in two phases and both phases will be complete by 2028. Phase 1 will provide for the storage, routine cleaning, inspection, and servicing. It will include a train wash, fueling/sanding on two service and inspection tracks, storage tracks, run around tracks, a transportation building with road access and parking. Phase 2 would complete a full build out and include a maintenance shop building, materials and equipment storage. Refer to the OCMF Project Study Report (PSR) prepared by STV Inc. for SCRRA in January 2019 on details on proposed phasing for the Project.

The SOW for the preliminary engineering and environmental phase of the project shall include the following tasks for both Phase 1 and Phase 2 scope elements which shall be considered simultaneously and shall support the CUP application for this site.

Task 1 – Administration and Management

This task includes the Project management services including the requirements for meetings, schedules, cost control, quality management, progress reports, invoicing and administration of all CONSULTANT work.

1.1 Project Management Plan: The CONSULTANT shall provide a comprehensive plan for project management to communicate the scope of work, constraints, and technical requirements to all project participants. The plan shall include coordination strategies with appropriate agencies to ensure timely completion of preliminary engineering and environmental documentation. The plan shall also include an organization chart with description of participant responsibilities, a baseline schedule, and work breakdown structure that identifies the duration and completion of key project activities milestones. The budgeted hours and resource allocation for each task and subtask shall also be defined. The CONSULTANT shall submit a copy of the Project Management Plan (PMP) for this project within twenty (20) calendar days of receipt of Notice to Proceed (NTP). Elements of the PMP shall include:

- Project description and map
- Scope of Work and task listing
- Project organization with names of key staff/sub-consultants and their responsibilities
- Key staff directory
- Project controls including schedule and budget
- Document management procedures including electronic document filing index
- Applicable design standards and codes listing
- Applicable computer software
- Communications procedures
- Quality management procedures (reference Quality Management Plan)
- Risk Management procedures including a risk register

The PMP shall be distributed to each project participant at the start of the project and a kick-off meeting shall be held with project participants to review the plan requirements within thirty (30) calendar days of NTP.

- 1.2 Quality Management Plan:** The CONSULTANT shall submit to Authority for review and acceptance a Quality Management Plan (QMP) for this project within thirty (30) calendar days of receipt of NTP. The plan shall be developed in accordance with SCRRA's Design Quality Assurance Plan. All CONSULTANT team members shall receive training and acknowledge receipt of the QMP. In addition to Authority staff, City, SCRRA and its member agencies, consultants, and affected third parties may be requested to review deliverables submitted by the CONSULTANT during the course of the project. However, in no way shall review by these parties relieve the CONSULTANT's responsibility of maintaining quality control and quality assurance in accordance with Authority, the City and all applicable federal/state/local standards and procedures.
- 1.3 Project Safety Plan:** In addition to The COSULTANT shall submit a project specific safety plan a minimum of 30 calendar days prior to any field visits or site survey/investigation work. The plan shall be developed in accordance with Authority's and Metrolink's established safety management practices and in particular, shall describe how the CONSULTANT will manage safety of its staff during the field work and site visits.
- 1.4 Permit Applications:** The CONSULTANT shall prepare and submit encroachment permit applications for surveying, geotechnical and utility investigations. Possible permits for this Project include:
- SCRRA Encroachment Permit for surveying and utility potholing
 - City Encroachment Permit
 - Relocation Agreements
- 1.5 Monthly Progress Status Reports and Schedule Updates:** The CONSULTANT shall prepare and submit monthly progress reports to the Authority Project Manager including updates on key milestones, project schedule, and percent complete detail for each task, particularly worked on during the reporting period. The report will also describe anticipated activities to be undertaken in the next reporting period, and any new or changed, challenges or risks that may affect schedule, scope and budget. This report shall be received no later than the tenth (10th) calendar day of the month following the month being reported.
- 1.6 Project Development Team (PDT) meetings:** The CONSULTANT shall schedule, coordinate, and attend monthly PDT meetings. The CONSULTANT shall prepare meeting notes on design related issues discussed, including notations for specific or directed follow-up action items.
- Deliverables** (One hard copy and an electronic PDF version of each):
- Project Management Plan
 - Quality Management Plan
 - Project Safety Plan
 - Monthly Progress Reports
 - PDT meeting notes on design action items

Task 2 – Baseline Analysis

- 2.1 Field Review of Project Site:** Upon issuance of the NTP and acceptance of the CONSULTANT'S Safety Plan, the CONSULTANT shall conduct a project site visit verifying and familiarizing themselves with the Project Study Report and the conceptual engineering design. CONSULTANT shall provide a Technical Memo summarizing findings from the field review and identifying any potential errors or omissions in the PSR and accompanying survey data.
- 2.2 Surveys and Review of Existing Information:** The CONSULTANT will collect and review existing data and information relevant to this project, project location, and railroad segment. Potential sources for existing data include the City, Authority PSR, and SCRRA. ALTA survey and Phase I Site Assessment. Authority shall research existing utilities information from Dig Alert and shall provide the information to the CONSULTANT.

Deliverables (An electronic PDF version):

- Baseline Analysis Technical Memo

Task 3 – Agency Coordination

- 3.1 Local/State Agencies:** The preliminary plans shall be developed in coordination with the SCRRA and City. Adherence to local standards will be required as applicable. Communications with SCRRA and City staff regarding design requirements and/or interpretation of standards shall be documented and submitted to the SCRRA and City for written concurrence. Authority shall coordinate utility relocations.
- 3.2 Metrolink Railroad:** The CONSULTANT shall be required to maintain coordination and communication with SCRRA in addressing issues involving access to the railroad right of way, permits, safety considerations and training, design standards and practices, signal communications, positive train control (PTC), and other items of concern that arise during the design process. Communications with SCRRA on design requirements and/or interpretation of standards shall be documented and submitted to the agencies for written concurrence. Coordination with SCRRA on signals and communications shall be required during the preliminary engineering and environmental documents in so far that this work would affect the Project Description, site civil design and environmental analysis for the project. SCRRA shall be responsible for the final design of railroad signaling, communications, and PTC.
- 3.3 Department of Navy:** The Department of Navy (DON) has two (2) ground water monitoring wells on the Authority property. Based on the proposed improvements suggested in the PSR, at least one well will need to be relocated. The DON also maintains a network of pipes that extend from ground water extraction wells north and east of the property, converging on a pump house compound that is northwest of the Project property. As identified on files from the DON, the ground water extraction wells and pipe network on the project property are operational and development of OCMF will need to be coordinated with the DON. The CONSULTANT will coordinate with DON for the relocation of the well and the pipe network as necessary.

3.4 Meetings and correspondence: In addition to regular monthly PDT meetings, the CONSULTANT may be required to attend issue specific coordination meetings, as necessary (estimate up to 10 meetings), with the various agencies involved in this project.

3.5 Presentations and Visuals: Authority, City staff and the project management team shall lead community outreach activities; however, technical support and visual displays shall be required to support these activities. The CONSULTANT shall provide presentation materials (such as site plan drawings, building elevations and general renderings of the OCMF and other project component) as needed for presentations.

Deliverables (Five hard copies and one electronic PDF version)

- Site plans, building elevations and renderings.

Task 4 – Initial Engineering Studies

4.1 Topographic Surveys: The CONSULTANT shall be responsible for obtaining and verifying the required topographic survey necessary for this project. *It is noted that railroad survey data may be tied to a different coordinate system and must be reconciled by the CONSULTANT as appropriate including, but not limited to combining into SCRRA's Survey Network.* The CONSULTANT shall produce and provide 24" x 36" survey drawing(s) to include but not limited to at least two permanent Orange County benchmarks per the Orange County Surveyor's Office, existing right of ways, property lines, centerline stationing, point numbers, North & East coordinates, and elevations; and a TIN or DTM file. All survey data and TIN/DTM shall be given to Authority in hard copy and digital format, on separate sheets from the preliminary design plans.

4.1.1 The CONSULTANT shall provide high-accuracy ground control for design level photogrammetry. Mapping prepared for SCRRA shall be in conformance with National Map Accuracy Standards (NMAS). The SCRRA geodetic control network is based upon NAD 83 and NSRA and all geodetic surveying work performed for SCRRA shall adhere to this datum. The vertical datum for SCRRA projects shall be GEOID12A, as established by National Geodetic Survey (NGS). Aerial mapping and photogrammetry shall meet all the requirements shown on SCRRA Design Criteria Manual Section 20.0, Right-of-Way Mapping and Surveying. The aerial photography will include the 21.3-acre parcel, an approximate 1,500 ft. width centered on railroad right-of-way to facilitate design and planning work. The aerial photography will cover a minimum distance of 2,500 feet on the railroad west side of the west property line and 3,500 feet on the railroad east side of the east property line.

4.1.2 The CONSULTANT shall prepare topographic mapping and perform design surveys in U.S. Customary Units at 1" = 40' scale and 1-foot contours. Existing features shall be shown, including but not limited to the railroad (top of rail) and all railroad features, roadways, pavement markers/stripping, curb and gutter, buildings, bridge structure limits, vegetation, signs, lighting, signals, above ground utilities, manholes, drainage inlets, ground water monitoring equipment (DON infrastructure)

and any other visible features. CONSULTANT shall establish SCRRA railroad stationing based on SCRRA record surveys and prepare its track survey in accordance with SCRRA standards.

4.1.1 4.1.3 The CONSULTANT shall verify the physical existence of Monumental Control Points and, if necessary, re-establish such Control Points. The CONSULTANT shall perform detailed field surveys of existing street and drainage features. The CONSULTANT shall verify survey results and then transmit them in AutoCAD format, along with ASCII point and station-offset files of all field survey ties. The CONSULTANT shall survey any Geotechnical Boring and utility pothole locations, as necessary, to verify these locations.

4.2 Right-of-Way Engineering Services: Permanent right-of-way may be necessary for the design and construction of the access roads as shown in the PSR. The CONSULTANT shall perform record data search, acquire title reports, perform land net recovery and field ties, prepare land net map, and prepare right-of-way maps as necessary for the access roads.

4.3 Geotechnical and Geophysical (HazMat) Investigations: The CONSULTANT shall be solely responsible for obtaining geotechnical and hazmat data for the areas involved and required for preliminary design of the project. The soil report shall contain soil classification, in-place density, relative compaction, sand equivalency, depth to groundwater (if any), soil stability related to trench excavation, testing for sulfuric compounds and pavement section thickness. The soils report shall be reviewed and approved by a registered Geotechnical Engineer. The subsurface investigation shall be performed to obtain and present sufficient information about the soil and foundation conditions including seismic conditions of the project to allow for adequate design and construction of the proposed improvements.

Specific, detailed recommendations with supporting data shall be included for such items as, but not limited to:

- Evaluations of the seismologic conditions.
- Evaluations of the engineering properties of the on-site soils.
- Types of materials to be encountered in the proposed excavations.
- Evaluation of excavation and construction problems.
- Location and extent of required over-excavation.
- Bearing capacity and settlement characteristics of subgrade materials.
- Slope and excavation stability.
- Stability analysis for grade control structures.
- Analysis of the temporary stability of the trench excavations and shoring pressures, including allowable lateral earth pressures and allowable passive pressures.
- Compaction characteristics of the predominant soil.
- Fill material and compaction requirements, including bedding and pipe zone material, and suitability of on-site soils for trench backfill.
- Provide information for groundwater level, groundwater fluctuation and potential of dewatering required during construction.

- Substances in the groundwater or the native soils deleterious to concrete, steel, or other construction materials.
- Potential hazardous materials/contaminants within the groundwater or in native soils.
- Determination of applicable geotechnical related data, properties, coefficients, etc. required for design of shoring.
- Provide recommendations for Special Provisions related to the California Department of Transportation (Caltrans) and Greenbook Standard Specifications for construction.

4.3.1 The CONSULTANT shall prepare and submit a geotechnical exploration plan for review. The CONSULTANT shall obtain all necessary right of entry permits prior to exploration. The CONSULTANT shall conduct subsurface investigation, analyze the results, and present them in the Geotechnical Design Report. The CONSULTANT shall prepare a Preliminary Foundation Report. This report shall include a summary of the exploration program, description of the site geotechnical issues, and recommendations for foundation design and construction including retaining walls, if appropriate.

4.3.2 The CONSULTANT shall prepare and submit a Phase I Environmental Site Assessment (ESA) Report for the project. The Phase I ESA report is to be prepared in accordance with the ASTM E1527 - 13 Standard Practice for Environmental Site Assessments, and, as applicable, consistent with Caltrans "Preparation Guidelines for Initial Site Assessment (ISA) Checklist for Hazardous Waste." The Phase I ESA full report and findings are intended to support the Environmental Document(s) as per CEQA and NEPA requirements. If appropriate, applicable minimization measures are to be included in the Environmental Commitments Record (ECR) for the Environmental Document(s), such as construction related HazMat issues.

- The Phase I ESA report's purpose is to identify recognized environmental conditions (REC). The term REC means the presence or likely presence of any hazardous substances or petroleum products in, on, or at the property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment (e.g. fueling systems including Underground Storage Tanks, industrial and commercial use of chemicals, etc.). RECs drive the development of the ECR as well as development of a recommended scope of work for Phase II Preliminary Site Investigation (Phase II) services.
- The Phase I ESA activities through report preparation shall be performed under the supervision of a Certified Engineering Geologist, or a California Professional Engineer.
- A Phase II ESA activities, including soil, soil vapor, and/or groundwater analysis (depending upon the ESA findings) shall include a sampling and laboratory analysis program, sufficient to provide characterization of suspected contaminants of concern (COCs) at detection levels appropriate to regulatory guidance concentrations and other appropriate sampling and analysis. If COCs are determined by the Phase II to be present in actionable concentrations, the CONSULTANT shall provide recommendations for appropriate mitigation actions, considering the scope and schedule of the project. Any chosen minimization measures shall be performed following

consultation with and agreement from the regulatory agency with jurisdiction. Phase II ESA activities and the report including findings and recommendations shall be prepared shall be performed under the supervision of a Certified Engineering Geologist, or a California Professional Engineer.

- If the Phase I or Phase II indicates the presence of actionable concentrations of COCs, the CONSULTANT shall immediately notify the Authority Project Manager and follow the applicable requirements in the contract documents and the Hazardous Materials Management Plan.

4.4 Drainage Evaluation: The CONSULTANT shall prepare a preliminary drainage report of the existing and proposed drainage systems within the project area to include the peak Q100, Q25, & Q10-year storm durations based upon the 1986 Revision & 1996 Addendum to the Orange County Hydrology Manual, the City Hydrology and Hydraulics Drainage Manual, and all applicable City Storm Drain Master Plans. The CONSULTANT shall conduct an evaluation of on-site and off-site drainage flows tributary to the project area and identify short-comings or deficiencies of the existing systems. The CONSULTANT shall analyze proposed flows to determine impacts to the downstream systems. If existing downstream systems are found to be deficient, or the project makes the systems become deficient, appropriate minimization measures shall be presented by the CONSULTANT. The CONSULTANT shall provide capacity calculations, inlet sizing calculations and Water Surface Pressure Gradient storm drain hydraulic calculations to support the proposed storm drain improvements. The CONSULTANT shall perform research and coordinate with other public agencies (as needed) such as the Orange County Flood Control District (OCFCD) (for example, in a case where connection to the Orange County Flood Control Facility is required). The CONSULTANT is not responsible for any permit application fee for the coordination process.

4.5 Water Quality Management Plan (WQMP): Since the proposed project anticipates an increase in impervious surface and/or storm water runoff and would be considered a "Priority" New Development Project, the CONSULTANT shall develop a Preliminary WQMP based on the City WQMP template. The Project may be subject to the state, federal, and local water quality requirements under the National Pollutant Discharge Elimination System (NPDES) program. Local surface and groundwater water quality requirements are regulated in this region by the Santa Ana Regional Water Quality Control Board and its Basin Plan water quality standards. A Preliminary WQMP will be prepared to support the environmental document and CUP application. The Preliminary WQMP will qualitatively assess the Project's impacts on receiving water quality during construction and post-construction conditions based on the region's applicable storm water regulations and consistent with the NPDES permit requirements in Order No. 2012-0011-DWQ. The Conceptual/Preliminary WQMP will assess the baseline water quality conditions from available information and beneficial uses of receiving waters downstream of the Project. The Conceptual/Preliminary WQMP will also identify the potential water quality issues from Project construction, post-construction and operation activities, and identify applicable mitigation measures (Best Management Practices and hydro modification measures) to address the short-term and long-term impacts.

4.6 Up to one submittal of the Conceptual/Preliminary WQMP will be required. The Conceptual/Preliminary WQMP will discuss the following with respect to the template requirements:

- The approach for the water quality assessment and the evaluation of the potential impacts related to implementing the Project.
- Regional Hydrology, Local Hydrology, Floodplains, Groundwater Resources, Topography, Climate, and Soils/Erosion Potential.
- The applicable requirements of the Federal Clean Water Act (CWA), State Water Quality Regulations (Statewide General Construction Permit), State Requirements under Section 402 of the Federal CWA, Beneficial Uses, Groundwater and Surface Water Quality Objectives, and Impaired Waters. The WQMP will discuss the risk analysis that will be conducted as part of the Storm Water Pollution Prevention Plan consistent with the California Statewide General Construction Permit (Order 2009-0009-DWQ). The appropriate Risk Level based on planned construction schedule duration and the condition of the receiving waters will be determined.
- Potential storm water quality mitigation measures (Best Management Practices) that may be needed per the water quality requirements applicable to the Project to address urban runoff treatment, Total Maximum Daily Loads (TMDLs)/watershed mandates, and hydro modification management will be obtained from the Stormwater Data Report and incorporated in the WQMP.
- Receiving waters will be confirmed as to status of being impaired water which may be subject to addressing measures to comply with 303(d) listed water bodies and/or TMDL.

Deliverables (Five hard copies and an electronic PDF version of each):

- Topographic mapping – hard copy and digital format
- Survey data – binder and ASCII electronic format
- Geotechnical Exploration Plan
- Geotechnical Design Report
- Foundation Report
- Phase I Environmental Site Assessment Report
- Phase II Environmental Site Assessment Report
- Preliminary Drainage Report
- Water Quality Management Plan
- Load Calculation Technical Memo

Task 5 – Preliminary Plans, Specifications & Estimates

The CONSULTANT shall perform preliminary engineering (30% Design) to meet the goals and objectives of this phase of engineering as provided in the SCRRA Design Procedures Manual. The design criteria/special design considerations will continue to be refined progressively as the design advances. Deliverables of this task will include at a minimum the drawings, outline specifications, cost estimates and exhibits, calculations and reports that are required by the SCRRA Design Procedures Manual.

- 5.1 Preliminary Track Plans:** The CONSULTANT shall develop plans at 1" = 40', profiles and typical sections for all tracks including any modified mainline tracks, lead tracks, service and inspection tracks, storage tracks, and maintenance tracks. In addition to typical sections, specific cross sections shall be provided at critical locations. All tracks and other pertinent railroad components shall be designed in accordance with SCRRA standards. Track design will also include tabular curve data (track no., degree of curve, overall length, super-elevation, speed and unbalance). Special track work shall be included with the track plans and turnout type and geometry details shall also be provided. A Track Schematic shall be provided as color coded, illustrating existing and proposed conditions with the project limits.
- 5.2 Preliminary Roadway and Parking Plans:** The CONSULTANT shall prepare preliminary roadway layout plans at 1" = 40', crossing details at 1" = 5', roadway profile, typical sections, and signing and striping plans, indicating roadway modifications necessary for this project. These plans will show existing right of way boundaries and any additional right of way required for ingress/egress, road improvements, utilities and temporary construction easements required for utility relocation. Roadway plans will include details of the modifications needed to City streets and also all internal maintenance facility circulation roads and sidewalks.

The CONSULTANT shall prepare a plan showing the layout of the intersection of Marine Way, Ridge Valley and the proposed access road for the OCMF. The CONSULTANT shall obtain the approval of the layout from the City. Any modifications requested by the City and approved by Authority, including traffic signals shall be designed by the CONSULTANT as a part of the 30% Design.

The Access Road shown on the east side of the Authority property in the PSR will be located in an easement for the Bee Canyon Channel. As per Draft Program Environmental Impact Report No. 620 prepared by the County of Orange for the El Toro, 100-Acre Parcel Development Plan, this easement may be developed as a park. This may not allow the proposed Access Road. This same El Toro 100-Acre Plan shows a dedicated street on the east side of the Authority property that may run parallel to the railroad right-of-way. The CONSULTANT shall design a roadway that runs into railroad right-of-way from the Authority property to the proposed roadway.

- 5.3 Preliminary Structural Design (retaining walls and bridge):** The CONSULTANT shall develop plans for retaining walls adjacent to lead tracks and the new bridge required to support Lead Track #2 crossing of Bee Canyon Channel. The bridge design shall define deck type and dimensions, span length, abutment, foundations, and any transition structures required.

- 5.4 Railroad Vehicle Maintenance Facilities and Buildings:** The CONSULTANT shall develop plans that show the location, dimensions, foundation type, access walkways/roadways and utility connections for a train wash facility and fueling and sanding equipment for the two service and inspection tracks. Plans will also show the location, dimension, foundation type, and utility connections for the access platforms required for the rail vehicle service and inspection tracks. CONSULTANT shall also provide plans for a new maintenance building (approx. 37,000sf) and provide details of the required rail vehicle maintenance equipment including cranes, pits, etc. and utility connections.

The outside appearance of both maintenance and transportation building will be designed to blend with the future residential development envisioned in El Toro Plan.

- 5.5 Transportation Building:** The CONSULTANT shall develop plans for a transportation building that (approximately 5,100SF) that will house 75 to 80 staff and be used for management, training, and train/shop crews. Plans shall show the building location, footprint size and dimensions, elevations, frame/structural form, foundation type and services and utility connections.
- 5.6 Fencing and Security:** The CONSULTANT shall develop plans for the perimeter fencing, access gates and security systems.

Draft Program Environmental Impact Report No. 620 prepared by the County of Orange for the El Toro, 100-Acre Parcel Development Plan shows a sketch and location of the wall on the north side of the Authority property. The design of the wall be based on noise abatement requirements shown in the El Toro Plan and also based on resistant to graffiti.

- 5.7 Grading and Drainage Plans:** The CONSULTANT shall provide preliminary grading and drainage plans prepared at a scale of 1" = 40' horizontally and 1" = 1' vertically. Up to one alternative drainage design layout will be provided, which will require up to four grading and drainage plans. Typical sections, storm drain profiles, and drainage details may be provided to demonstrate the design concept. The grading and drainage plans shall show hydraulic elements. Profiles will be prepared for cross drainage systems, and shall show the hydraulic grade line, the storm frequency used in the calculation, etc. As-built plans of city drainage system are assumed to be readily available.
- 5.8 Utility Plans:** The CONSULTANT shall utilize the existing utility base map information provided by Authority's "Existing Utilities Plan" and the utility matrix provided in the PSR to confirm the location of all utilities by performing potholing investigation. The potholing investigation report should document the presence/absence of each utility identified as a potential conflict on the Existing Utilities Plan and matrix. The Southern California Gas Company has a 30" high pressure gas line within the project limits and this will be crossed by the Lead Tracks at the eastern and western limits of the site. The CONSULATNT shall determine whether this utility can be protected in place or if a utility relocation is required. Treatment of all other utilities identified shall be defined by the CONSULTANT. Concept designs for utility protection or utility relocations shall be provided by the CONSULTANT. Authority shall provide coordination of utility relocations.

CONSULTANT shall provide subsurface utility location services (probing and ground penetrating radar in combination with air vacuum excavators or similar) to determine horizontal and vertical underground utility positions of all potential conflicts.

- 5.9 Construction Staging Plans:** The CONSULTANT shall develop a preliminary stage construction plan that minimizes construction impacts on the railroads, local traffic, business and residences. Work shall be coordinated with the affected agencies and jurisdictions. The construction plan shall estimate the required number, type and duration of work windows required for work that directly impacts the SCRRA mainlines. Street closures or detours are not anticipated.
- 5.10 Lighting Plans:** The CONSULTANT shall provide plans showing the roadway, walkways, platform and facility lighting. The location of lighting shall be prepared in accordance with applicable local agency and SCRRA requirements.
- 5.11 Landscape Concept Plans:** The CONSULTANT shall develop landscape concept plans and up to five 11" x 17" color exhibits.
- 5.12 Cost Estimates:** The CONSULTANT shall develop preliminary project and construction cost estimates. Unit prices and quantities will be prepared in accordance with SCRRA and/or City standards.

Deliverables (Five hard copies of the 11" x 17" plan set and an electronic PDF file shall be submitted with each milestone identified below):

- Preliminary plans designed to 35% including the plan sheets described in Task 5, project and construction cost estimate.
- One hardcopy of the Design Submittal Report in accordance with the requirements of SCRRA Design Procedures Manual.
- In support of Authority's CUP application:
 - Five hardcopies and an electronic PDF files of Black and White 11" x 17" landscape orientation project plans including all drawings listed in the City Conditional Use Permit Informational Sheet FORM 42-02 REV 06/13
 - Three sets of 24"x36" project plans, folded to approximately 8 1/2" x 14".

Task 6 – Environmental Documentation

- 6.1** The activities will consist of the development of environmental studies to meet California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements and to support the evaluation of the Project Build Alternative. The anticipated CEQA document will be an Initial Study (IS) with proposed Negative Declaration (ND) or Mitigated ND (MND). The NEPA document is anticipated to be an Environmental Assessment (EA) with a proposed Finding of No Significant Impact (FONSI). If, throughout the course of the environmental studies, it is found that impacts cannot be mitigated to a level of less than significant or that the Project may contribute to substantial public controversy, then a higher-level document would need to be prepared. CONSULTANT shall coordinate with the Authority Project Manager at

various stages in the environmental preparation process to determine if there is a need to elevate the CEQA and/or NEPA document. This assessment shall be done in the following phases: scoping, completion of technical studies, and release of draft environmental document. The CONSULTANT shall build into the Project schedule administrative reviews of the environmental studies by Authority staff. In addition to adhering to CEQA and NEPA requirements, the CONSULTANT shall incorporate other requirements into the analyses such as Authority, the Federal Transit Administration, the City, South Coast Air Quality Management District, etc.,

6.2 Base Maps for Environmental Studies

Purpose: To prepare base maps for use in the environmental studies and to establish environmental baseline data in a manner compatible with engineering and topographic mapping.

Methodology: Upon receipt of design files, CONSULTANT shall develop Project Vicinity and Project Location Maps, as well as a set of maps that clearly shows the location and features of each alternative under consideration. Additionally, base mapping of the environmental components/data to be included in the GIS database will be developed. These components/data include Section 4(f) resources, historic properties, 100-year floodplain, hazardous materials sites, sensitive visual features, land uses and right-of-way, and noise receptors. Data from publicly available sources will be used as a starting point and adjusted, where appropriate, based on field surveys and observations conducted by the CONSULTANT.

Deliverables:

- GIS mapping of environmental considerations/surveys consistent with Authority standards.

6.3 Issuance of Environmental Notices & Public Information Meeting Notice

6.3.1 Purpose: CONSULTANT will coordinate with the outreach consultant, Authority, and other PDT members to assist in preparation of a public information meeting and the appropriate public notice.

6.3.2 Methodology: Although not required for an IS/EA, to achieve a meaningful and constructive relationship with the local community, comments will be requested from stakeholders and interested parties. The CONSULTANT will prepare the public notice for the public information meeting and will work with the Authority public outreach group and/or their consultant to prepare for and attend the public information meeting. The consultant shall review advertisements for posting in a widely circulated newspaper (e.g., Orange County Register) and in a local Spanish newspaper (e.g., Excelsior and La Opinión). CONSULTANT shall coordinate with Authority to ensure that the notices are properly posted (e.g., newspaper, mass mailers). CONSULTANT shall designate an individual (with concurrence by Authority's Project Manager) as the main point of contact with interested parties during the public information meeting process.

Deliverables:

- Public Notices for the Public Information Meeting (preparation support)
- Attendance at public information meeting
- Agency letters/notifications

6.4 Conduct Environmental Evaluation

Environmental analyses shall be prepared to meet CEQA and NEPA requirements. It will include concise application and enforcement of various regulations governing topic areas, including Federal, State and local laws, acts, policies, and ordinances as well as direct, indirect, and cumulative impacts.

Technical memoranda shall be prepared for the following areas:

6.4.1 Visual/Aesthetics

Purpose: To prepare a Visual Impact Memorandum to identify and analyze visual resource impacts associated with the project. This will be prepared to support the Draft and Final ED.

Methodology: CONSULTANT will conduct a field reconnaissance, at which time, on-site and adjacent visual resources will be documented. CONSULTANT shall also determine if the City has any additional requirements that will need to be incorporated as part of this analysis. Avoidance, minimization, and/or mitigation measures will be recommended to reduce the visual impacts from the project, if warranted.

Photo simulations: CONSULTANT will select the four preliminary Key Views for the proposed project, in consultation with Authority staff. Key Views represent areas within sensitive viewer locations within and surrounding the project site, which also have views to the project features.

Computer models will be prepared to simulate the project for a total of four (4) Key Views. The rendered subject will be superimposed into a photograph and foreground objects will be masked.

CONSULTANT will analyze the existing and proposed conditions of each photo simulation guidelines to provide an analysis of the visual contrast/change. This analysis will be included consistent with the Methodology section discussed above.

Deliverables:

- Draft Visual/Aesthetics Memorandum and supporting documentation
- Final Visual/Aesthetics Memorandum and supporting documentation

6.5 Cultural Resources

Purpose: Due to the anticipated ground disturbing activities, a records search is recommended to minimize potential impacts to cultural and historic resources. If it is determined from the records search that historical and/or archaeological resources are known to have occurred on the project site, then further analysis may be warranted. In compliance with Assembly Bill 52, Native American tribes will be notified of the project. Measures will be employed during the construction phase to address Native American artifacts and encountering of human remains.

Research/Records Search – An archaeological and historical records review and literature search will be conducted at the South Central Coastal Information Center (SCCIC) located at California State University, Fullerton. The SCCIC is the state-designated repository for records concerning cultural resources in Orange County. The records search will provide information on known cultural resources and on previous cultural resources investigations within a one half-mile radius of the Area of Potential Effects (APE). Data sources that will be consulted at the SCCIC will include archaeological site and isolate records, historic maps, reports from previous studies, and the state's Historic Resource Inventory (HRI) for Orange County, which contains listings for National Register of Historic Places (National Register), California Register of Historical Resources (California Register), California Historical Landmarks (CHL), and California Points of Historical Interest (CPHI).

Native Americans Coordination – CONSULTANT team will initiate Native American consultation for the Project. CONSULTANT will contact the Native American Heritage Commission (NAHC), the State Commission concerned with Native American Issues. The NAHC will be asked to review the Sacred Lands File to determine whether any traditional cultural properties or other sacred/religious sites are in or near the APE. The NAHC will also provide a list of Native Americans who may have knowledge of cultural resources that could be impacted by the Project. CONSULTANT shall contact these parties by certified letter to inform them of the Project and request their input. If no response is received, CONSULTANT shall follow up with up to two telephone calls and/or emails to ensure that any concerns Native Americans may have about the Project are addressed.

Deliverables:

- Draft Final Cultural Resources Technical Memoranda
- Draft and Final Cultural Resources Technical Memoranda
- Native American Coordination Documented in the Cultural Resources Technical Memoranda

6.5.1 Area of Potential Effects Map

Purpose: To prepare an Area of Potential Effects (APE) map delineating direct and indirect cultural resources impacted areas.

Methodology: The APE map shall be at an appropriate scale (1" = 200'). Archaeological and historic property surveys of the Project's APE will be completed as part of the Cultural Resources Technical Memoranda preparation process.

Deliverables:

- Draft Area of Potential Effects map
- Draft Final Area of Potential Effects map
- Final Area of Potential Effects map

6.5.2 Paleontology

Purpose: To identify paleontological resources and to evaluate the significance of those resources.

Methodology: A number of federal statutes specifically address paleontological resources, their treatment, and funding for mitigation as a part of federally authorized or funded Projects (e.g., Antiquities Act of 1906 [16 USC 431-433], Federal-Aid Highway Act of 1935 [20 USC 78]). Under California law, paleontological resources are protected by CEQA, the California Code of Regulations, Title 14, Division 3, Chapter 1, Sections 4307 and 4309, and Public Resources Code Section 5097.5.

A paleontology study shall be undertaken, consistent with CEQA to determine the presence/absence of paleontological resources within the project area.

If paleontological resources, or sediments that are conducive to the preservation of paleontological resources, are located within the APE, a Paleontological Mitigation Plan (PMP) shall be prepared. The PMP, if needed, is not part of this scope and is usually prepared after the final Project design elements have been determined.

Deliverables:

- Draft Paleontological Technical Memorandum
- Final Paleontological Technical Memorandum

6.5.3 Hazardous Materials

Purpose: To identify existing hazardous materials and waste sites, extent of contamination and remediation measures.

Methodology: As part of the site mitigation when MCAS El Toro was closed, several groundwater monitoring wells were installed throughout the larger 100-Acre Plan site. From records provided by the Navy, it appears only two are located within the proposed project site. One of the wells is located in the middle of the proposed storage yard (between storage tracks), so it may need to be relocated. The other well is located near the south entrance of the site and appears out of conflict with any major proposed improvements. The site will be developed to provide for periodical access to the wells by the Navy. Previous analyses related to hazardous materials have been prepared to address contamination on the project site. These include the 2012 ESA and 2011 FOST #6. The CONSULTANT conduct an updated environmental database report to determine if there are any recently discovered sites within the project area.

CONSULTANT will prepare an updated hazardous materials technical memorandum to address the monitoring well as well as any project impacts to the water vaults.

Deliverable:

- Draft Hazardous Material Technical Memorandum
- Draft Hazardous Material Technical Memorandum

6.5.4 Air Quality

Purpose: To conduct an air quality analysis to satisfy CEQA, state, and federal environmental requirements and conformity provisions of the Clean Air Act Amendments (CAAA) to support the Draft and Final Environmental Document.

Methodology: The proposed project is a rail maintenance facility project located in the South Coast Air Quality Management District (SCAQMD) jurisdiction. Under the Federal Clean Air Act Transportation Conformity Rule, transportation projects located in areas designated “non-attainment” or “maintenance” with respect to National Ambient Air Quality Standards (NAAQS) must conform to the adopted State Implementation Plan (SIP). The proposed project is located in the Orange County portion of the South Coast Air Basin (SCAB), which includes all of Orange County, and the non-desert portions of Riverside, San Bernardino, and Los Angeles Counties. The proposed project is anticipated to require local, state, and federal funds. It is currently not included in the final adopted 2017 Federal Transportation Improvement Program (FTIP). Once it is confirmed that state and/or federal funds will be sought, Metrolink and Authority will submit an application to request that the Southern California Associate of Governments (SCAG) add the project to the FTIP. The State of California has designated the Orange County portion of the South Coast Air Basin as being a nonattainment area for ozone (O₃), nitrogen dioxide (NO₂), particulate matter (PM_{2.5} and PM₁₀). The EPA has designated this area as being a nonattainment area for O₃ (8-hour standard), PM₁₀ and PM_{2.5}. In addition, the area is designated for maintenance for carbon monoxide (CO) and NO₂.

Analysis:

The Air Quality Technical Memorandum will analyze and discuss the presence/absence of naturally occurring asbestos and will quantify construction-related emissions.

The Air Quality Technical Memorandum will document whether the proposed Project is included in the latest Regional Transportation Plan (RTP), and Federal Transportation Improvement Program (FTIP) for preliminary engineering/environmental documentation. The Air Quality Technical Memorandum will make a final determination whether the build alternative will conform to applicable state and federal air quality plans. Mitigation measures will be defined for any construction and/or operational impacts that are identified.

Construction related emissions will also be quantified using CalEEMod, or Air Quality Management Department or another equivalent model in consultation with the Authority Project Manage. Using Caltrans Standard Specifications for

Construction, as well as mitigation measures if necessary, will be recommended to reduce short-term construction related impacts.

The Greenhouse Gas Emissions Analysis shall be based on the latest California Air Resources Board's methodology. It is assumed the greenhouse gas (GHG) emissions will be modeled for the following conditions: "existing", "existing plus Project", "forecast", and "forecast plus Project".

Deliverable:

- Draft Air Quality Technical Memorandum
- Final Air Quality Technical Memorandum

6.5.5 Noise and Vibration

Purpose: To prepare a Noise and Vibration Technical Memorandum to ensure that the operations of the facility will adhere to the City's noise ordinance zoned for the project site.

Methodology: The project site is currently surrounded by vacant lands that were formerly part of the MCAS, El Toro. There are two primary noise sources that affect the project area: traffic noise (i.e., from I-5, SR-133, and arterial roadways) and train noise. Additional project-related noise sources may include noise generated by machinery that is anticipated to be part of the maintenance facility.

Depending on the disposition of the 100-Acre Plan, residential and other noise-sensitive land uses located near the project may be exposed to higher noise levels as a result of the proposed project improvements. Noise sensitive receptors (multi-family and single-family residences) are anticipated to be located to the east of the project site.

Deliverable:

- Draft Noise and Vibration Technical Memorandum
- Final Noise and Vibration Technical Memorandum

6.5.6 Biological Resources

Purpose: To document and evaluate the natural habitat in the Project area and determine whether the proposed Project would result in impacts on sensitive species/habitat, and waters of the United States.

Methodology: The project area lies within a highly urbanized area and has been subject to multiple decades of continued disturbance with the military base use resulting in a barren landscape. The Navy previously conducted a biological resources survey and it did not reveal any sensitive resources in the project area.

Since the project site has been vacant for a number of years, a high-level biological survey should be conducted to verify the presence or absence of sensitive biological resources and assess the drainages on site. Although not anticipated to occur, if state and/or federal listed species or habitat are found

to be present, then a CDFW 2081 Incidental Take Permit or USFWS Section 7 Consultation may be required for potential impacts.

Furthermore, if the project requires removal of vegetation during the migratory bird nesting season (generally March 1-September 15), a preconstruction nesting bird survey would be required. If nesting migratory birds are found, project activity within an appropriate buffer (varying by species) may be required to halt until all nesting activities have ceased or all juveniles have fledged.

A Biological Resources Technical Memorandum shall be prepared summarizing the results of the survey.

Deliverable:

- Draft Biological Resources Technical Memorandum
- Final Biological Resources Technical Memorandum

6.6 Screencheck Draft IS/EA

Purpose: CONSULTANT shall prepare the screencheck Draft IS/EA incorporating the environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the Project, proposed avoidance, minimization and/or mitigation measures, an environmental commitment record (ECR) and a listing of environmental (and related) permits required for implementation of the Project.

Methodology: The screencheck Draft IS/EA shall fully utilize and update as appropriate the previous environmental analyses prepared to support the Project Report. This document shall be provided to Authority. Once Authority provides comments on the document, CONSULTANT shall revise the document appropriately. The revised screencheck Draft IS/EA will then be resubmitted to Authority for approval. CONSULTANT shall prepare a response-to-comments matrix demonstrating how and where the comments have been addressed in the screencheck Draft IS/EA.

In addition to the technical studies/memoranda required in this SOW the following environmental subject areas should be discussed in the environmental document:

- Land Use
- Growth
- Community Impacts
- Visual/Aesthetics
- Utilities/Emergency Services
- Traffic/Transportation
- Hydrology and Floodplains
- Water Quality and Stormwater Runoff
- Geology/Soils/Seismic/Topography
- Cultural Resources
- Section 4(f)/Section 6(f)
- Applicable Environmental Permits

Deliverable:

- Screencheck Draft IS/EA

6.7 Draft IS/EA

Purpose: To incorporate Authority review comments into the screencheck.

Methodology: The revised screencheck Draft IS/EA and response-to- comments matrix shall be resubmitted to Authority. The approved Draft IS/EA will be distributed to agencies and the public for review and comment. The CONSULTANTS team shall be responsible for updating the distribution list.

Deliverables:

- Draft IS/EA

6.8 Public Outreach Support/Public Meeting

Purpose: To receive agency and public comments on the Draft IS/EA.

Methodology: CONSULTANT shall support the Public Outreach efforts and support the Authority Public Outreach Coordinator, who will be the lead on providing a minimum of one public hearing during the Draft IS/EA public review period, following procedures as required by CEQA/NEPA. CONSULTANT shall be responsible for providing the public notice and supporting Authority in coordinating the public hearing, including handouts, materials, presentation boards, etc. In coordination and consultation with Authority, the CONSULTANT's team shall also be responsible for ensuring that copies of the Draft IS/EA are available for review/comment at city halls and library(ies) near the Project. CONSULTANT shall be responsible for reviewing and posting a newspaper advertisement in up to four newspapers announcing the availability of the document and public hearing date for the Project in accordance with CEQA/NEPA (e.g., Orange County Register, Excelsior, La Opinión, and local community papers). The CONSULTANT shall designate an individual (with concurrence by the Authority Project Manager) as the main point of contact with interested parties during CEQA/NEPA public review process. CONSULTANT shall prepare a Notice of Availability (NOA) and work with the Authority Public Outreach consultant on distribution and any necessary agency letters/notifications as needed. In addition, an email contact/general address for receipt of comments will be coordinated with the PDT. CONSULTANT shall also document and gather public comments from the public hearing. All public outreach handouts, materials, notices etc. should be approved by Authority prior to being released to the public. The cost of a court reporter and translation services is not included. CONSULTANT shall assist Authority Public Outreach and/or their consultant with coordinating series of community meetings, including handouts, materials, presentation boards, etc. and be available for presentations at up to two community meetings during the public review period for the draft environmental document, as needed.

Deliverables:

- Draft IS/EA as approved in Task 6.5
- Final Technical Studies as approved in Task 6.3.1 through 6.3.8
- Mailing of IS/EA to distribution list outlined in the document (25 CDs)

- Notice of Availability to project distribution list
- Newspaper advertisement in up to four newspapers for the Draft IS/EA availability and Public Hearing of the Project in accordance with CEQA/NEPA (e.g., Orange County Register, Excelsior, La Opinión, and local community papers)
- Presentations at community meeting
- Community meeting assistance including handouts, visual displays and other materials
- Documentation and gathering of public comments for the Project records (10 copies)
- Submittal of the Draft IS/EA (as approved in Task 6.5) and Notice of Completion (NOC) to the State Clearinghouse and County Clerk (in an electronic format subject to their guidance and 15 copies)
- Preparation of materials for the Federal Transit Administration (FTA) to file with the Federal Register

6.9 Response to Comments Matrix

Purpose: To document the responses to comments on the Draft IS/EA.

Methodology: CONSULTANT shall be responsible for maintaining documentation and providing the adequate response to internal, public, and agency comments on the Project and Draft IS/EA. A response-to-comments matrix outlining how and where the revisions to the documents have been made shall be included in the revised screencheck and anticipated Final ND or MND/FONSI. The response-to-comments matrix shall be provided to Authority for review and concurrence prior to finalization of the screencheck and anticipated Final ND or MND/FONSI.

Deliverables:

- Draft Response to Comments Matrix
- Final Response to Comments Matrix

6.10 Screencheck ND or MND/FONSI

Purpose: A screencheck anticipated Final ND or MND/FONSI shall be prepared in accordance with the CEQA regulations and FTA. Concurrent with the aforementioned technical response to comments, CONSULTANT shall prepare the screencheck anticipated Final ND or MND/FONSI incorporating the public and agency comments and technical evaluation. Where applicable, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the Project, proposed mitigation measures, and a listing of environmental (and related) permits required for implementation of the Project. Substantive new technical analysis which requires modification of the approved technical studies and/or technical analysis conducted for the IS/EA are not included in this scope.

Methodology: The screencheck anticipated Final ND or MND/FONSI shall be provided to Authority for the appropriate reviews. Authority will seek formal approval from FTA for the air quality conformity determination. The CONSULTANT will be responsible for drafting Native American consultation letters and correspondences on behalf of Authority and work closely on this coordination effort with the Authority Project

Manager. CONSULTANT shall prepare a response-to-comments matrix indicating how and where the public comments have been addressed in the screencheck anticipated Final ND or MND/FONSI.

Deliverable:

- Screencheck anticipated Final ND or MND/FONSI

6.11 Final ND or MND/FONSI

Purpose: To document the selection of the Preferred Alternative, timing and responsibility of mitigation measures identified in the ND or MND/FONSI.

Methodology: Following review by Authority, CONSULTANT shall revise the screencheck anticipated Final ND or MND/FONSI. Six copies of the revised anticipated Final ND or MND/FONSI along with the final environmental documents and response-to-comments matrix shall be resubmitted to Authority. Following approval by Caltrans and FTA, the anticipated Final ND or MND/FONSI shall be made available to the public upon request. CONSULTANT will be responsible for updating the distribution list.

Deliverables:

- Approved anticipated Final ND or MND/FONSI

6.12 Mitigation, Monitoring and Reporting Record (MMRR) / Environmental Commitment Record (ECR)

Purpose: To ensure environmental commitments are met by 1) recording each environmental mitigation, compensation and enhancement commitment made; 2) specifying how each commitment will be met; and 3) documenting the completion of each commitment.

Methodology: The Mitigation Monitoring and Reporting Record (MMRR)/ Environmental Commitment Record (ECR) brings all relevant environmental compliance information together in a single place, making it easier to track the progress of environmental commitments in the next phases of project development and beyond construction. The MMRR / ECR will be initiated in the PA/ED phase but can be updated during any project delivery phase.

Deliverables:

- Draft MMRR/ECR in Microsoft Excel format including all mitigation measures outlined in the Final Environmental Document
- Draft Final MMRR/ECR Final MMRR/ECR

This scope of work is anticipated to take 14 months or less from the effective date of the contract.

EXHIBIT B: PROPOSED AGREEMENT

DRAFT

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

8 **ARTICLE 2. AUTHORITY DESIGNEE**

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

11 **ARTICLE 3. SCOPE OF WORK**

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

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

18 **Names** **Functions**

19
20
21
22
23 C. No person named in paragraph B of this Article, or his/her successor approved by
24 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or
25 level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should
26 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. AUTHORITY
 4 shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications
 5 concerning acceptance of the candidate for replacement.

6 **ARTICLE 4. TERM OF AGREEMENT**

7 This Agreement shall commence upon the effective date of this Agreement, and shall continue in
 8 full force and effect through February 28, 2020, unless earlier terminated as provided hereunder.

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 provision set forth in Article 6, AUTHORITY
 12 shall pay CONSULTANT on a firm fixed price basis in accordance with the following provisions.

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

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

15
16
17
18
19
20 C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to
 21 the work actually completed by CONSULTANT. Percentage of work completed shall be documented in
 22 a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted
 23 by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by
 24 AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to
 25 make full payment for any task listed in paragraph B of this Article until such time as CONSULTANT has
 26 documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed all work required

1 under the task. AUTHORITY's payment in full for any task completed shall not constitute AUTHORITY's
2 final acceptance of CONSULTANT's work under such task; final acceptance shall occur only when
3 AUTHORITY's release of the retention described in paragraph D.

4 D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations
5 under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice
6 submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and shall
7 be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless AUTHORITY
8 elects to audit CONSULTANT's records in accordance with Article 16 of this Agreement. If AUTHORITY
9 elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of
10 completion of such audit in an amount reflecting any adjustment required by such audit. During the term
11 of the Agreement, at its sole discretion, AUTHORITY reserves the right to release all or a portion of the
12 retained amount based on CONSULTANT's satisfactory completion of certain milestones.
13 CONSULTANT shall invoice AUTHORITY for the release of the retention in accordance with Article 5.

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

- 20 1. Agreement No. C-9-1163;
- 21 2. Specify the task number for which payment is being requested;
- 22 3. The time period covered by the invoice;
- 23 4. Total monthly invoice (including project-to-date cumulative invoice amount); and
24 retention;
- 25 5. Monthly Progress Report;
- 26 6. Weekly certified payroll for personnel subject to prevailing wage requirements;

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

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

11 /

12 **ARTICLE 6. MAXIMUM OBLIGATION**

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

18 **ARTICLE 7. NOTICES**

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

23 /

24 /

25 /

26 /

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Bob Webb

Senior Contract Administrator

(714) 560 - 5743, rwebb@octa.net

ATTENTION: Lora Cross

Project Manager

(714) 560-

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;

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

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

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

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

7 B. Proof of such coverage, in the form of a certificate of insurance, with the AUTHORITY, its
8 officers, directors, employees and agents, designated as additional insureds as required by contract. In
9 addition, provide an insurance policy blanket additional insured endorsement. Both documents must be
10 received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be
11 received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement. Such
12 insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the
13 AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies of all related
14 insurance policies.

15 C. CONSULTANT shall include on the face of the certificate of insurance the Agreement Number
16 C-9-1163; and, the Contract Administrator's Name, Bob Webb.

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

19 E. CONSULTANT shall be required to immediately notify AUTHORITY of any modifications or
20 cancellation of any required insurance policies.

21 **ARTICLE 10. ORDER OF PRECEDENCE**

22 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

23 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 9-1163; (3)
24 CONSULTANT's technical proposal dated , CONSULTANT's cost proposal dated , and (4) all other
25 documents, if any, cited herein or incorporated by reference.

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1 **ARTICLE 11. CHANGES**

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

10 **ARTICLE 12. DISPUTES**

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

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

22 **ARTICLE 13. TERMINATION**

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

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

3 B. In the event either Party defaults in the performance of any of their obligations under this
4 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
5 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon
6 receipt of such notice, CONSULTANT shall immediately cease work, unless the notice from AUTHORITY
7 provides otherwise. Upon receipt of the notice from AUTHORITY, CONSULTANT shall submit an invoice
8 for work and/or services performed prior to the date of termination. AUTHORITY shall pay
9 CONSULTANT for work and/or services satisfactorily provided to the date of termination in compliance
10 with this Agreement. Thereafter, CONSULTANT shall have no further claims against AUTHORITY under
11 this Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages for such
12 termination.

13 **ARTICLE 14. INDEMNIFICATION**

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

20 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

26 /

B. AUTHORITY hereby consents to CONSULTANT's subcontracting of 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.

<u>Subcontractor Name/Address</u>	<u>Subcontractor Amounts</u>
1.	.00
2.	.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

ARTICLE 17. FEDERAL, STATE AND LOCAL LAWS

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

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1 **ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY**

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

9 **ARTICLE 19. PROHIBITED INTERESTS**

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

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

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

19 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
20 descriptions, and all other written information submitted to CONSULTANT in connection with the
21 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any
22 purposes other than the performance for this project, nor be disclosed to an entity not connected with the
23 performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding such
24 material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or becomes
25 generally known to the related industry shall be deemed confidential. CONSULTANT shall not use
26 AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any

1 professional publication, magazine, trade paper, newspaper, seminar or other medium without the
2 express written consent of AUTHORITY.

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

8 **ARTICLE 21. PATENT AND COPYRIGHT INFRINGEMENT**

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

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

1 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
2 copyright indemnity thereto.

3 **ARTICLE 22. DESIGN WITHIN FUNDING LIMITATIONS**

4 A. In order to ensure the accuracy of the construction budget for the benefit of the public works
5 bidders and AUTHORITY's budget process, CONSULTANT shall accomplish the design services
6 required under this Agreement so as to permit the award of a contract, for the construction of the facilities
7 designed at a price that does not exceed the estimated construction contract price as set forth by
8 AUTHORITY. When bids or proposals for the construction contract are received that exceed the
9 estimated price, CONSULTANT shall perform such redesign and other services as are necessary to
10 permit contract award within the funding limitation. These additional services shall be performed at no
11 increase in the price for which the services were specified. However, CONSULTANT shall not be required
12 to perform such additional services at no cost to AUTHORITY if the unfavorable bids or proposals are the
13 result of conditions beyond its reasonable control.

14 B. CONSULTANT will promptly advise AUTHORITY if it finds that the project being designed will
15 exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these
16 limitations. Upon receipt of such information, AUTHORITY will review CONSULTANT's revised estimate
17 of construction cost. AUTHORITY may, if it determines that the estimated construction contract price is
18 so low that award of a construction contract not in excess of such estimate is improbable, authorize a
19 change in scope or materials as required to reduce the estimated construction cost to an amount within
20 the estimated construction contract price set forth by AUTHORITY, or AUTHORITY may adjust such
21 estimated construction contract price. When bids or proposals are not solicited or are unreasonably
22 delayed, AUTHORITY shall prepare an estimate of constructing the design submitted and such estimate
23 shall be used in lieu of bids or proposals to determine compliance within the funding limitation.

24 **ARTICLE 23. REQUIREMENTS FOR REGISTRATION OF DESIGNERS**

25 All design and engineering work furnished by CONSULTANT shall be performed by or under the
26 supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in the

1 State of California, by personnel who are careful, skilled, experienced and competent in their respective
2 trades or professions, who are professionally qualified to perform the work in accordance with the contract
3 documents and who shall assume professional responsibility for the accuracy and completeness of the
4 design documents and construction documents prepared or checked by them.

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

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

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

21 **ARTICLE 25. GENERAL WAGE RATES**

22 A. CONSULTANT warrants that all mechanics, laborers, journeypersons, workpersons,
23 craftspersons or apprentices employed by CONSULTANT or subcontractor at any tier for any work
24 hereunder, shall be paid unconditionally and not less often than once a week and without any subsequent
25 deduction or rebate on any account (except such payroll deductions as are permitted or required by
26 federal, state or local law, regulation or ordinance), the full amounts due at the time of payment, computed

1 at a wage rate and per diem rate not less than the aggregate of the highest of the two basic hourly rates
2 and rates of payments, contributions or costs for any fringe benefits contained in the current general
3 prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial
4 Relations of the State of California, (as set forth in the Labor Code of the State of California, commencing
5 at Section 1770 et. seq.), or as established by the Secretary of Labor (as set forth in Davis-Bacon Act, 40
6 U.S.C. 267a, et. seq.), regardless of any contractual relationship which may be alleged to exist between
7 CONSULTANT or subcontractor and their respective mechanics, laborers, journeypersons, workpersons,
8 craftspersons or apprentices. Copies of the current General Prevailing Wage Determinations and Per
9 Diem Rates are on file at AUTHORITY's offices and will be made available to CONSULTANT upon
10 request. CONSULTANT shall post a copy thereof at each job site at which work hereunder is performed.

11 B. In addition to the foregoing, CONSULTANT agrees to comply with all other provisions of the
12 Labor Code of the State of California, which is incorporated herein by reference, pertaining to workers
13 performing work hereunder including, but not limited to, those provisions for work hours, payroll records
14 and apprenticeship employment and regulation program. CONSULTANT agrees to insert or cause to be
15 inserted the preceding clause in all subcontracts which provide for workers to perform work hereunder
16 regardless of the subcontractor tier.

17 **ARTICLE 26. CONTRACTOR PURCHASED EQUIPMENT**

18 A. If during the course of this Agreement, additional equipment is required, which will be paid for
19 by the AUTHORITY, CONSULTANT must request prior written authorization from the AUTHORITY's
20 project manager before making any purchase. As part of this purchase request, CONSULTANT shall
21 provide a justification for the necessity of the equipment or supply and submit copies of three (3)
22 competitive quotations. If competitive quotations are not obtained, CONSULTANT must provide the
23 justification for the sole source.

24 B. CONSULTANT shall maintain an inventory record for each piece of equipment purchased
25 that will be paid for by the AUTHORITY. The inventory record shall include the date acquired, total cost,
26 serial number, model identification, and any other information or description necessary to identify said

1 equipment or supply. A copy of the inventory record shall be submitted to the AUTHORITY upon request.

2 C. At the expiration or termination of this Agreement, CONSULTANT may keep the equipment
3 and credit AUTHORITY in an amount equal to its fair market value. Fair market value shall be determined,
4 at CONSULTANT's expense, on the basis of an independent appraisal. CONSULTANT may sell the
5 equipment at the best price obtainable and credit AUTHORITY in an amount equal to the sales price. If
6 the equipment is to be sold, then the terms and conditions of the sale must be approved in advance by
7 AUTHORITY's project manager.

8 D. Any subconsultant agreement entered into as a result of this Agreement shall contain all
9 provisions of this clause.

10 **ARTICLE 27. FORCE MAJEURE**

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

18 **ARTICLE 28. CONFLICT OF INTEREST**

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

1 **ARTICLE 29. CODE OF CONDUCT**

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

5 **ARTICLE 30. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

6 CONSULTANT and all subconsultants performing work under this Agreement, shall be
7 prohibited from concurrently representing or lobbying for any other party competing for a contract with
8 AUTHORITY, either as a prime consultant or subconsultant. Failure to refrain from such
9 representation may result in termination of this Agreement.

10 **ARTICLE 31. HEALTH AND SAFETY REQUIREMENTS**

11 CONSULTANT shall comply with all the requirements set forth in EXHIBIT B, Level 1 SAFETY
12 SPECIFICATIONS. As used therein, “Contractor” shall mean “Consultant,” and “Subcontractor” shall
13 mean “Sub-consultant.”

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-9-1163 to be executed as of the date of the last signature below.

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Darrell E. Johnson
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

James M. Donich
General Counsel

Date: _____

APPROVED:

By: _____

James G. Beil, P.E.
Executive Director, Capital Programs

Date: _____

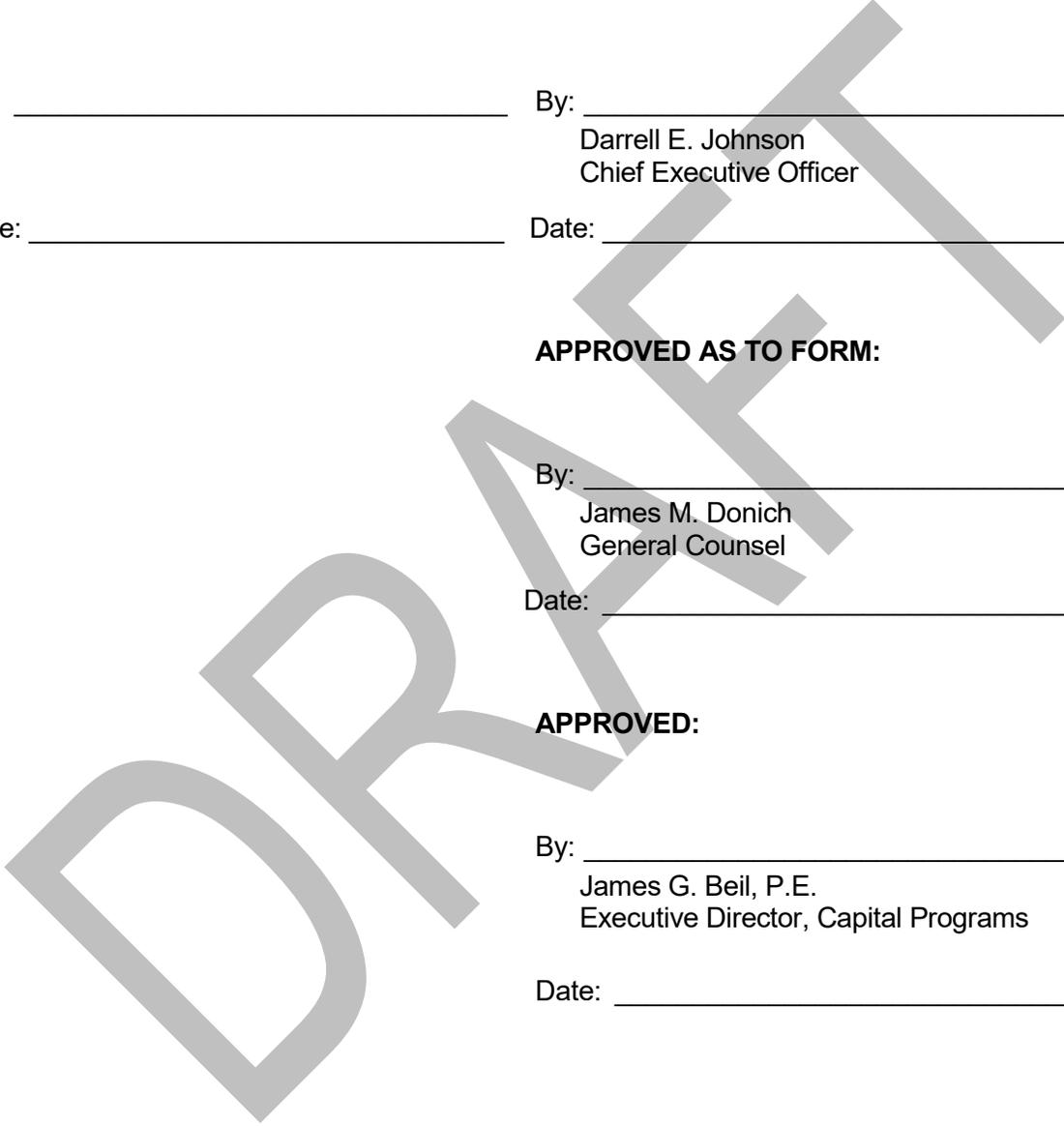


EXHIBIT C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

DRAFT

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

The attached Campaign Contribution 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 OCTA 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 Campaign Contribution 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 California Code of Regulations, Title 2 Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed subconsultants and/or agent/lobbyist? Yes ___ No ___

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- The Prime Contractor Yes ___ No ___
- Subconsultant Yes ___ No ___
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes ___ No ___

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Tim Shaw, Chairman
Steve Jones, Vice Chairman
Lisa A. Bartlett, Director
Doug Chaffee, Director
Laurie Davies, Director
Barbara Delgleize, Director
Andrew Do, Director
Michael Hennessey, Director
Gene Hernandez, Director
Jose F. Moreno, Director
Joseph Muller, Director
Mark A. Murphy, Director
Richard Murphy, Director
Miguel Pulido, Director
Michelle Steel, Director
Donald P. Wagner, Director
Greg Winterbottom, Director

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS

DRAFT

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder 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) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

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

Name

Signature

Title

Date

DRAFT

EXHIBIT E: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS**PART I – GENERAL****1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS**

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope 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 this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, 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 Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

1.2 REGULATORY

- A. Injury/Illness Prevention Program
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP

shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- B. Substance Abuse Prevention Program
Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- C. Heat Illness Prevention Program
Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- D. Hazard Communication Program
Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
 - a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.
- E. Storm Water Pollution Prevention Plan
The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
 - 1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
 - 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
 - 4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of

the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. Upon contract award, the contractor within 10 business days shall designate an on-site health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, 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 or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
B. FCR Including 1910 and 1926 Standards
C. NFPA, NEC, ANSI, NIOSH Standards
D. OCTA Yard Safety Rules

END OF SECTION

**EXHIBIT F: CONSULTANT CERTIFICATION OF CONTRACT COSTS AND
FINANCIAL MANAGEMENT SYSTEM**

**EXHIBIT 10-J CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)*

Certification of Final Indirect Costs:

Consultant Firm Name: _____

Indirect Cost Rate: _____ Date of Proposal Preparation (mm/dd/yyyy): _____

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): _____

Contract Number: _____ Project Number: _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ _____ and the number of States in which the firm does business is _____.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

* Consultant Certification Signature: _____

Consultant Certifying (Print Name and Title):

Name: _____

Title: _____

Consultant Contact Information:

Email: _____

Phone number: _____

Date of Certification (mm/dd/yyyy): _____

*An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: *Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.*

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

DRAFT

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No. _____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

_____ _____
