

REQUEST FOR PROPOSALS 9-0965

**PREPARATION OF PLANS, SPECIFICATIONS,
AND ESTIMATES FOR THE TRANSIT SECURITY
AND OPERATIONS CENTER**



**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 24, 2019
Pre-Proposal Conference Date:	June 4, 2019
Question Submittal Date:	June 17, 2019
Proposal Submittal Date:	July 11, 2019
Interview Date:	August 15, 2019

FEDERAL TRANSIT ADMINISTRATION FUNDED PROJECT

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NOTICE OF REQUEST FOR PROPOSALS

(RFP): 9-0965: “PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES FOR TRANSIT SECURITY AND OPERATIONS CENTER (TSOC)”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants for the Preparation of Plans, Specifications and Estimates for Transit Security and Operations Center (TSOC) .

To prevent potential conflicts of interest the prime consultant and all subcontractors (at any tier) awarded this contract for design consultant services to develop PS&E for the Transit Security and Operations Center will be ineligible to participate, in any tier in any of the separate procurements in the construction management services and construction services required to deliver the Transit Security and Operations Center.

The Authority has set a **11%** Disadvantaged Business Enterprise (DBE) participation goal for this project.

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

- City of Anaheim Standard Drawings, Specifications, and requirements.
- Environmental Documents provided by OCTA, 2019.
- Preliminary (30%) design provided by OCTA, 2019.
- FTA Policies, Procedures, and Requirements.
- OCTA Standards for Contract Documents including General Provisions, Special Provisions, and Technical Specifications.
- OCTA Right of Way Manual.
- Applicable Local Codes and Manuals.
- Orange County Hydrology Manual.
- Standard Specifications for Public Works Construction (SSPWC).

- Caltrans Project Development Procedures Manual.
- Caltrans Standard Plans and Standard Specifications.
- Caltrans Right of Way Engineering Procedures Handbook.
- Caltrans Surveys Manual.
- Caltrans District 12 R/W Engineering Requirements for the Preparation of Documents and Maps.
- California Public Utilities Commission (CPUC) General Orders Requirements.
- American Railway Engineering and Maintenance of Way Association (AREMA).

Proposals must be received in the Authority's office at or before 2:00 p.m. on July 11, 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: Irene Green, 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: Irene Green, 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 9-0965, 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 Environmental Consulting Traffic Planning Consulting Consultant Services - Land Use Consultant Services - Transportation Planning
Professional Services	Architect Services, Professional Engineering - Civil Engineering - Environmental Engineering - General Environmental Property Management Services General Construction - Architectural Land Development and Planning - Architectural Engineering - Structural Surveillance Systems
Security, Safety & Health Equipment	

A pre-proposal conference will be held on June 4, 2019, at 11:00 a.m. at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 08. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established August 15, 2019, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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.

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 June 4, 2019, at 11:00 a.m. at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 08. 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:

Irene Green, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5317, Fax: 714.560.5792
Email: igreen@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 June 17, 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: igreen@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than June 24, 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 Irene Green, 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:

Category:

Professional Consulting

Professional Services

Security, Safety & Health
Equipment

Commodity:

Architectural & Engineering
Design Consulting
Environmental Consulting
Traffic Planning Consulting
Consultant Services - Land Use
Consultant Services -
Transportation Planning
Architect Services, Professional
Engineering - Civil
Engineering - Environmental
Engineering - General
Environmental Property
Management Services
General Construction -
Architectural
Land Development and
Planning - Architectural
Engineering - Structural
Surveillance Systems

Inquiries received after 5:00 p.m. on June 17, 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 July 11, 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: Irene Green, 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: Irene Green, Senior Contract Administrator**

3. Identification of Proposals

Offeror shall submit an **original and 5 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.

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.

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. 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. DEBARMENT & SUSPENSION:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY PARTICIPANT AND LOWER-TIER PARTICIPANTS

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded, as defined in the Federal Transit Administration (FTA) Circular 2015.1, dated April 28, 1989, may not take part in any federally funded transaction, either as a participant or a principal, during the period of debarment,

suspension, or voluntary exclusion. Accordingly, the Authority, acting on behalf of the district, may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period.

A process has been established by 2 CFR Part 180, as adopted and supplemented by 2 CFR Part 1200 as a means to ensure that debarred, suspended, or voluntarily excluded persons or firms do not participate in Federally assisted projects. A person or firm that is unable to provide a positive certification as required by the solicitation must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

P. DISADVANTAGED BUSINESS ENTERPRISE

In conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," the Authority has established a 11 percent (11%) Disadvantaged Business Enterprise (DBE) participation goal for the services required in this solicitation.

Q. PROHIBITION

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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 Irene Green, 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, whether the firm is a Disadvantaged Business Enterprise (DBE), 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 labor-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. Disadvantaged Business Enterprise Program and Forms

In conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," proposers must complete the following forms:

- DBE Participation Commitment Form
 - Written Confirmation (required from each proposed DBE firm listed on the DBE Participation Commitment Form)
- DBE Information – Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the "DBE Participation Commitment Form")
- Bidders List

4. Restrictions on Lobbying Form

As a recipient of federal funds, the Authority is required to certify compliance with the influencing restrictions and efforts of Offeror to influence federal officials regarding specific procurements in excess of \$100,000 that must be disclosed pursuant to section 1352, Title 31, U.S. Code.

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

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

5. Safety Specifications

Offerors shall comply with Safety Specifications Modified Level 1, 2 and 3 as included in this RFP as Exhibit G, during the term of the awarded Agreement.

6. Certification of Consultant, Commissions & Fees

In receiving federal funds, Offeror is required to complete the Certification of Consultant, Commissions and Fees form. This form is to be included with Offeror's proposal.

7. 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.

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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 August 15, 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 appropriate 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 will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

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.

DRAFT

EXHIBIT A: SCOPE OF WORK

DRAFT

SCOPE OF WORK

Preparation of
Plans, Specifications, and Estimates (PS&E)
for
Transit Security and Operations Center (TSOC)

SCOPE OF WORK

A. INTRODUCTION

The Orange County Transportation Authority (Authority or OCTA) is proposing to construct a new Transit Security and Operations Center (TSOC), hereafter referred as the Project. The proposed TSOC is planned to include a two-story facility that is approximately 30,000 square feet, a roof-mounted microwave tower, a fueling station, electric vehicle charging stations, and dedicated parking for employees, patrol vehicles, and visitors. The design for this Emergency Operations Center building shall comply with the Essential Services Buildings Seismic Safety Act (ESBSSA).

The Project site is approximately 3 acres and is located at 1512-20 West Lincoln Avenue, the intersection of Lincoln Avenue and Manchester Avenue in the City of Anaheim, adjacent to Interstate 5 (I-5)/Lincoln Avenue.

OCTA is seeking proposals from architecture and engineering firms to provide architectural and engineering services for the Project. The selected architecture and engineering firm (Consultant) shall have expertise and experience in design of all aspects of similar transit security and operations facilities.

B. BACKGROUND

Project Overview

Currently, OCTA's core operational and security functions are centralized at the Annex building at OCTA Garden Grove bus base (Annex). Within this existing facility, the following OCTA functions are currently housed Operation Training (Bus), Central Communication (Bus), Field Operations (Bus), Transit Police Services (Bus, Paratransit, and Rail), Emergency Operations Center (Agency wide), and File Storage. The main issue with the Annex is that it was not intended to be an essential service building, and the existing space for core uses is not adequate. The Annex is not able to accommodate additional space needed for projected growth or the addition of new functions that are required by OCTA's projected operations. In addition, structural upgrades to the existing building required to meet essential services facility standards in California are not be feasible due to existing structural limitations of the Annex and disruption of operations while upgrades are undertaken.

In 2015, OCTA planning department performed master planning and site selection process. The preferred site selected was the Anaheim site located at 1512-20 West Lincoln Avenue in the City of Anaheim.

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Figure 1 – TSOC Preferred Site Selected

The TSOC will be a “purpose” designed facility for OCTA. It will specifically address the needs and requirements of OCTA’s operations with the goal of supporting job duties, efficiency, functionality, communication, and operations. Within this new facility, the following OCTA functions will be housed:

- Emergency Operations Center (EOC)
- Central Communications (Dispatch)
- Field Operations (Transit)
- Information Systems / Information Technologies
- Security and Emergency Preparedness
- Transit Police

Accordingly, OCTA completed environmental documentation approval and conceptual and preliminary engineering design including plans, specifications, and cost estimates (30% design) in early 2019.

C. PROJECT FUNDING

Project Funding

The Project will be funded through the Federal Transit Administration (FTA) grant funds, State of California grant funds, and other local transportation funds.

D. GOVERNING REQUIREMENTS

Federal Requirements

The Project is expected to use federal funding through FTA grant funds. As such, all work, including work under the Project contract and construction work, are subject to federal requirements as may be updated during the Project. Relevant federal requirements are generally identified in FTA circulars and guidance and are available at <http://www.fta.dot.gov/>. The Consultant shall be responsible for compliance with federal requirements during Project implementation. Should federal requirements change during Project implementation, the Consultant shall discuss scope ramifications with OCTA before proceeding further.

State and Local Requirements

Work shall conform to the governing standards and current requirements of state and local agencies such as OCTA, City of Anaheim, Caltrans, and all other agencies having jurisdiction over the Project (AHJ). In addition, work shall conform to the guidance and best practices of transportation organizations such as the American Public Transit Association (APTA), American Association of State Highway and Transportation Officials (AASHTO), the National Association of City Transportation Officials (NACTO), Division of State Architect (DSA), and Office of State Fire Marshalls. Other conformance documents/requirements shall include California Title 24, Building Codes, Fire Protection Codes, Occupational Safety and Health (OSHA) requirements, the Manual on Uniform Traffic Control Devices (MUTCD), OCTA Standards for Contract Documents including General Provisions, Special Provisions, and Technical Specifications, and the OCTA Right of Way Manual, and all other applicable codes and regulations.

Reference Materials

Consultant shall utilize and comply with the latest edition of the following documents (note the listing of reference materials below is not all-inclusive):

- City of Anaheim Standard Drawings, Specifications, and requirements.
- Environmental Documents provided by OCTA, 2019.
- Preliminary (30%) design provided by OCTA, 2019.
- FTA Policies, Procedures, and Requirements.
- OCTA Standards for Contract Documents including General Provisions, Special Provisions, and Technical Specifications.
- OCTA Right of Way Manual.
- Applicable Local Codes and Manuals.
- Orange County Hydrology Manual.
- Standard Specifications for Public Works Construction (SSPWC).
- Caltrans Project Development Procedures Manual.
- Caltrans Standard Plans and Standard Specifications.
- Caltrans Right of Way Engineering Procedures Handbook.
- Caltrans Surveys Manual.
- Caltrans District 12 R/W Engineering Requirements for the Preparation of Documents and Maps.

- California Public Utilities Commission (CPUC) General Orders Requirements.
- American Railway Engineering and Maintenance of Way Association (AREMA).

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

E. DELIVERABLES AND PRINTING REQUIREMENTS

Deliverables will be transmitted in the following formats:

- Meeting Agendas and Materials –
- Meeting Minutes – PDF distribution to meeting attendees within three (3) business days from the meeting.
- Memorandums – PDF distribution, plus three hard copies to OCTA.
- Design Plans shall be prepared using AutoCAD software 2012 or newer version and in accordance with OCTA's Computer Aid Design (CAD) Standards. The AutoCAD work space models shall be set up for 22"x34" full size and 11"x17" half size prints (both PDF and hard copies). Hard copies of design plans shall be scalable, printed in black and white on half size 11"x17" and/or full size 22"x34" bond sheets and as required in the RFP documents. Each sheet of design plans shall bear a professional seal, certificate number, registration classification, and signature of the professional engineer responsible for the respected design discipline of that sheet. A drawing control list in Excel format shall be included in each plan set submittal.
- Specifications shall be prepared on Microsoft Word software. Hard copies of specifications shall be on letter size 8.5"x11", in spiral or comb-bound notebook (s) and in accordance to OCTA specifications format. Title sheet of specifications shall a professional seal, certificate number, registration classification, and signature of the professional engineer responsible to the overall design of Project.
- Cost estimates shall be on letter size 8.5"x11", on spiral or comb-bound notebook(s). Title sheet of cost estimates shall bear a professional seal, certificate number, registration classification, and signature of the professional engineer responsible to the overall design of Project.
- Calculations shall be on letter size 8.5"x11" in spiral or comb-bound notebook(s). Title sheet of calculations shall bear a professional seal, certificate number, registration classification, and signature of the professional engineer responsible to the overall design of Project.
- Reports and other documents shall be prepared on Microsoft Word software. Hard copies of reports and documents shall be on letter size 8.5"x11", in spiral or comb-bound notebook (s). Title sheet of reports and documents shall bear a professional seal, certificate number, registration classification, and signature of the professional engineer responsible to the overall design of Project.

- At 100% design phase and closeout phase of the Project, all native electronic files of design documents shall be submitted as part of the submittal packages.
- All electronic version of design documents (PDF and native files) shall be submitted by transmittals of an USB thumb drives and shared with OCTA via an OCTA designated online repository, currently Microsoft Office 365 OneDrive.

F. SCOPE OF WORK TASKS

TASK 1 - PROJECT MANAGEMENT

1.1. Administration

Consultant shall provide overall project administration of the contract such as work assignments, sub-consultant coordination, invoices, and monthly progress reports, use of Disadvantage Business Enterprise (DBE) firms. The Consultant shall provide directions and overall supervision to the design team, including its staff and subconsultants. The Consultant shall provide a Project Manager and design staff and shall oversee the allocation and delegation of all authorized Project work.

Consultant shall prepare and submit monthly progress reports as required in Section 1.5 of this Scope of Work. Include in progress reports an update on use of Disadvantaged Business Enterprise (DBE) firms, as required.

Consultant shall prepare and submit all safety documents as required on Contract Documents within five (5) working days from Notice to Proceed, regardless timeframe set forth elsewhere on Contract Documents.

1.2. Project Management Plan

Consultant shall prepare and submit to OCTA a draft detailed Project Management Plan (PMP) within thirty (30) calendar days from Notice to Proceed (NTP) for review and comments. Consultant shall address OCTA comments on draft PMP and submit the final PMP within ten (10) working days upon receipt of comments.

PMP shall include all other documents as required in this Scope of Work.

Consultant shall be responsible for complying and maintaining PMP for the purposes of documenting design policies, procedure, and responsibilities throughout the life of the design Agreement.

Deliverables:

- Draft PMP – PDF distribution and three (3) hard copies.
- Final PMP – PDF distribution and three (3) hard copies.

1.3. Quality Management

As part of PMP, Consultant shall prepare and submit to OCTA for review and comments a Quality Management Plan (QMP) for the Project within fifteen (15) working days of NTP. Consultant shall allow a minimum of five (5) working day for OCTA review process. Consultant shall address the comments and submit to OCTA for acceptance the revised QMP within five (5) working days from receipt of OCTA comments. Accepted QMP shall be included in the PMP.

The QMP shall provide comprehensive quality control (QC) processes and procedures that outline the checking procedures to be performed on preparation of reports, calculations, drawings, specifications, cost estimates, reviews and management systems, and quality assurance (QA) for

internal (including any subconsultants) surveillances and audits, to maintain product quality, schedule, and budget adherence.

At a minimum, QMP shall demonstrate the following quality control measures:

1. Prior to each submittal, Consultant shall perform a quality assurance review of Project plans, specifications, cost estimates, reports, and other documents.
2. Consultant shall coordinate between various engineering disciplines to ensure a complete and coordinated design.
3. Plans shall be independently cross checked and corrected within disciplines and inter-disciplines. Calculations shall be independently checked.
4. An organizational chart (o-chart) shall be included in the Consultant's QMP plan to clearly identify personnel working on Project. O-chart shall include name, title, company, and role of each person on Project.
5. The design document checkers shall have more experience with higher credentials than the design document originators in the disciplines she/he is checking.
6. Submittals shall be checked and verified to conform to deliverables and printing requirements on Section D of this Scope of Work
7. QMP shall include response-to-comments matrices forms/templates.
8. QMP shall include quality assurance certification statement form certifying that the report documents in the submittal have been reviewed by Consultant in accordance with the QMP and have been found to meet quality objectives set forth herein. Deliverables received by OCTA without Consultant quality assurance certification will be returned to Consultant without review by the Authority.

Consultant shall expect that City, AHJ, and the third parties affected by the Project construction may request to review deliverables submitted by Consultant during the Project. However, in no way by these parties relieve Consultant's responsibility of maintaining quality control and quality assurance and meeting all applicable federal/state/local agencies' standards, procedures, and requirements.

Consultant shall implement, maintain, and update its accepted QMP during the life of the Project and shall provide ongoing quality control documentation, including Quality Audit Reports and copies of Quality Check review prints with every submittal to confirm compliance with the approved QMP and be prepared for review and audit by OCTA, City, Caltrans, and/or AHJ.

All deliverables shall be subject to a quality control review utilizing the approved QMP processes and procedures before they are submitted to OCTA, City, and AHJ for review comments. Consultant shall prepare

Consultant shall expect one four-hour quality audit meeting each submittal with OCTA. It is assumed that all submittals will include an audit. Consultant shall include an audit report in submittal package that is audited.

Deliverables:

- Draft QMP - PDF distribution and three (3) hard copies.
- Final QMP - PDF distribution and three (3) hard copies.
- QA documents for each submittal - PDF distribution and three (3) hard copies.
- QA audit reports - PDF distribution and three (3) hard copies.

1.4. Project Schedule/Project Control

The scheduling requirements for the Project are to be considered and documented for a design period of twelve (12) months, plus bid phase, construction phase supports, and project closeout/as-builts periods. Consultant shall deliver final design plans, specifications, and cost estimates and all other design deliverables as required in the RFP documents within twelve (12) months of the Notice to Proceed. The schedule included in Attachment A in the RFP is general information.

The Consultant shall be responsible to prepare their own draft overall Project schedule, reflecting an overall performance timeline for all work required in RFP documents and include the schedule with their proposal.

Five (5) calendar days after NTP, Consultant shall submit to OCTA the Project Master Schedule (PMS) for the Project based on draft schedule in Consultant's proposal. The PMS shall be prepared in Primavera or Microsoft Project using Critical Path Method, reflecting overall performance timeline as stated in the RFP documents. At minimum, the schedule shall be consistent with the tasks that have been laid out in this scope of work. Inclusions of additional critical path items are to be added as necessary. The PMS will reflect the various levels of reviews for the submittals. The PMS shall include:

- Project milestones and delivery of Project Deliverables.
- Reviews of Project design documents/deliverables by Authority and AHJ.
- Work items of agencies and other third parties that may affect or be affected by the Consultant's activities.

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

The following list of tasks will be used to develop the Project Master Schedule.

- Task 1 - Project Management
- Task 2 – Agency Coordination and Public Outreach
- Task 3 – Architectural and Engineering Design Support
- Task 4 – Architectural and Engineering Design PS&E
- Task 5 – Construction Bid Phase Supports
- Task 6 – Construction Monitoring and Supports
- Task 7 - Project Closeout / As-Builts

Upon approval by OCTA, the PMS will become the approved baseline design schedule and shall be included in the PMP. Consultant shall provide monthly schedule updates as part of monthly progress reports, comparing actual progress against the approved baseline schedule. If at any point Consultant falls more than a month behind the approved baseline design schedule, Consultant shall propose a recovery plan to OCTA for consideration.

Consultant shall also prepare and submit a tentative construction schedule for the purposes of estimating construction durations and activities. Consultant shall submit one Draft Construction Schedule at 90% submittal for OCTA to review and comment. Consultant shall address OCTA's comments, revise and resubmit the Final Construction Schedule as part of 100% submittal.

Deliverables:

- Draft PMS - PDF distribution and three (3) hard copies.
- Final PMS - PDF distribution and three (3) hard copies.
- Draft and Final Construction Schedules - PDF distribution and three (3) hard copies.

1.5. Progress Reports

The Consultant shall provide tracking of the actual progress relative to the PMS and shall ensure that all significant completion dates of the Project are being met.

Consultant shall prepare a monthly progress report and submit to the Authority's Project Manager no later than the tenth (10th) calendar day of the month following the month being reported. The monthly progress report shall consist a written narrative and an updated project schedule and shall be based on physical percent complete, such as the number of drawings of deliverables completed or estimated progress toward completion. Progress payment will be based upon percent complete of the major tasks identified.

The narrative portion of the monthly progress report shall describe the overall progress of the work, discuss significant problems and present proposed corrective action and show the status of major changes. Monthly progress report shall include updates on key milestone delivery, an updated project schedule, and percent complete detail for each task, particularly those worked during the reporting period.

If the latest completion time for a significant work item does not fall within the time allowed by the original PMS, the sequence of work and/or duration will be revised by Consultant until the resultant schedule indicates that all significant Project completion dates will be met. If during the course of work, Consultant falls behind in overall performance in accordance with the current schedule, a project management meeting will be called to determine the cause. If the cause is found to be due to Consultant's performance, payment to Consultant may be withheld pending the submittal of an action plan outlining the steps which shall be taken to correct the identified delay(s).

The initial PMS referenced in Task 1.5, as agreed to by Authority, will become the Project target. The target schedule will be displayed on the updated schedule.

Deliverables:

- Monthly progress reports – PDF distribution via email.
- Monthly invoices – submit per requirements in Project agreement and PDF distribution to OCTA Project Manager via email.

1.6. Document Control

Consultant shall analyze the Project document control needs and establish a Document Control System. Consultant's Document Control System shall contain Project document control and security procedures including filing structures. Upon establishment of Document Control System and within fifteen (15) calendar days of NTP, Consultant shall prepare a draft Document Management Plan (DMP) and submit to OCTA for review and comments. Consultant shall address OCTA's comments on DMP within seven (7) calendar days upon receipt of OCTA's comment and submit final DMP for acceptance. The accepted DMP then shall be included in the PMP.

Consultant shall implement the accepted DMP and perform document control according to the accepted DMP during the life of the Project. Project document control status shall be included in Consultant's monthly progress reports.

Deliverables:

- Draft DMP - PDF distribution and three (3) hard copies.
- Final DMP - PDF distribution and three (3) hard copies.

1.7. Project Coordination and Meetings

Consultant shall provide directions and overall supervision to the design team, including its staff and subconsultant. Consultant shall designate a Project Manager to oversee the allocation and delegation of all authorized work in accordance with the Project requirements.

A kickoff meeting shall be held soon after issuance of the NTP to review Project objectives and requirements, receive initial information from agencies, establish the communication plan and protocols, and address other issues as necessary to ensure successful Project initiation. Thereafter, Consultant shall actively participate in monthly PDT meetings in conjunction with Authority, City and AHJ to discuss progress and identify issues to be resolved.

Consultant shall prepare and distribute electronically to all meeting attendees a meeting agenda a minimum of one (1) business day prior to each meeting. A hard copy of meeting agenda per each attendee and one sign-in sheet shall be distributed at each meeting. Consultant shall be responsible to prepare all meeting materials, handouts, and presentation as required.

Consultant shall prepare and distribute to all attendees meeting minutes within three (3) working days of the meeting.

Consultant shall participate in the following meetings:

○ Weekly Design Status Meetings:

The Consultant shall conduct Weekly Design Status Meetings. These meetings shall be held at OCTA or via teleconference calls, at OCTA's discretion. Up to three (3) Consultant's staff shall attend each meeting. It is assumed that there will be weekly meetings beginning with NTP until the Project bid phase starts. Each Weekly Meeting is assumed to have a duration of one (1) hour. Weekly Design Meeting is not required in the weeks that Project Development Meetings are conducted.

○ Project Development Team (PDT) meetings:

Consultant shall schedule and conduct a monthly PDT meeting throughout the entire life of the Project with OCTA at OCTA's administration offices. In addition to all documents required for each meeting in general, Consultant shall prepare a monthly progress report and a PowerPoint Presentation to OCTA to provide a project status update, three-month look-ahead work, any design issues, and the proposed solutions. Monthly PDT meetings are not required for the months that Quarterly Update Meetings are conducted. Each meeting is assumed to have a duration of one (1) hour.

○ Technical Coordination Meetings:

The Consultant shall conduct Technical Coordination Meetings as dictated by the Project's needs. These meetings shall be held at OCTA, Cities, or a local location as required by the meeting's purpose, and shall include OCTA, City, and AHJ staff, and other stakeholders as required. Up to two (2) Consultant staff will attend each Technical Coordination Meeting. Consultant shall assume a total of ten (10) Technical Coordination Meetings during the design period (NTP to the bid document submittals). Each meeting is assumed to have a duration of two (2) hours.

○ Agencies Coordination Meetings:

Consultant shall schedule and conduct bi-monthly focus meetings throughout the entire life of the Project with OCTA, City of Anaheim, AHJ to discuss policies, procedure, and make decisions affection the Project design. In addition to all documents required for each meeting in general, Consultant shall prepare a PowerPoint presentation for each meeting to present the items to be discussed. Consultant shall support and attend stakeholder meetings, working and technical groups, including presentations to OCTA Staff and Board, City officials and their staff members, other Project stakeholders, third parties, business groups, and neighborhood/community groups potentially impacted or affected by this Project. OCTA will dictate the type of support and attendance required. Each meeting requires up to three (3) Consultant staff to attend and is assumed to have a duration of two (2) hours.

○ Quarterly Update Meetings:

Consultant shall coordinate with OCTA to schedule Quarterly Update Meeting. These meetings shall be held at OCTA administration offices with OCTA throughout the entire life of the Project. In addition to all documents required for each meeting in general, Consultant shall prepare a PowerPoint presentation to OCTA. Consultant shall prepare a Final PowerPoint presentation at closeout of the Project. Each meeting is assumed to have a duration of two (2) hours.

○ Public Outreach Meetings:

Consultant shall attend public outreach meetings and provide Project exhibits required for public meeting. Consultant shall expect to attend three (3) public outreach meetings. Approximately three (3) roll plots or boards shall be provided per meeting and up to two (2) Consultant's staff shall attend each meeting.

Deliverables:

- Agendas – PDF distribution via emails, and one (1) hard copy for each meeting attendee.
- Sign-in sheet – One (1) hard copy for each meeting.
- Materials, handouts exhibit roll plots, boards, and presentations for each meeting as required. Distribute PDF files of these materials to meeting attendee via emails.
- Meeting minutes – PDF distribution via email to each meeting attendee.

TASK 2 - AGENCY COORDINATION AND PUBLIC OUTREACH

2.1. Agency Coordination

Consultant shall ensure the Project design in in compliance with all procedures and requirements of OCTA, City of Anaheim, AHJ, and other project stakeholders. Project design shall also comply with the Essential Services Building Seismic Safety Act (Emergency Operations Center building).

Consultant's design shall comply with all City of Anaheim requirements. Consultant shall refer to Attachment C – City of Anaheim Memorandum for Conceptual Development Review for OCTA TSOC.

Consultant shall collect, verify, and map the existing conditions (“As-Built”) collected from the various utility owners. The Consultant shall then coordinate the proposed utility relocation needs with utility owners whose utility requires relocation. Consultant's developed utility relocation plans

shall be included as part of the Task 4 and shall identify specific utility work, if any, including potholing. All communications with utility owners on design criteria, interpretation of standards, and/or other relocations needs shall be documented and submitted to the owners for written concurrence.

Consultant shall assist OCTA to coordinate, cooperate, and/or consult with AHJ, local, state, and federal agencies, utility companies, and other project stakeholders at various levels and times throughout the Project; including, but not limited to the followings:

- City of Anaheim
- Orange County Flood Control District (OCFCD)
- County of Orange Environmental Health Department
- Southern California Air Quality Management District (SCAQMD)
- Santa Ana Regional Water Quality Control Board (SARWQCB)
- Southern California Edison
- Southern California Gas Company
- California Public Utilities Commission (CPUC)
- Federal Transit Administration (FTA)
- State Historic Preservation Officer (SHPO)
- Native American Heritage Commission (NAHC)
- American Railway Engineering and Maintenance-of-Way Association (AREMA)
- Union Pacific Railroad Company (UP)
- Gabrieleno Band of Mission Indians – Kizh Nation. Incorporate Request for formal notification of proposed projects within the Gabrieleno/Kizh Geographic Area of Traditional, Ancestral and Cultural Affiliation.

2.2. Public Outreach

Consultant shall support and attend public outreach activities, including open houses, public meetings, festivals, fairs, and other outreach activities as dictated by OCTA. Consultant shall assume that the support will include providing information, exhibits, video animations and renderings, roll plots or boards for outreach activities. Up to two (2) animations are expected for the Project. OCTA will schedule each public outreach activity and will lead the creation of public outreach materials and direct Consultant on the type and amount of materials necessary from Consultant.

Deliverables:

- Materials for public outreach activities

2.3. Other Required Coordination

Consultant shall interact with OCTA property insurance carrier for building element/requirements resulting in favorable rating to OCTA from property insurance stand point.

TASK 3 - ARCHITECTURAL AND ENGINEERING DESIGN STUDIES AND REPORTS

3.1. Review of Existing Conditions and Documentation

Upon issuance of the NTP, the CONSULTANT shall conduct a project site visit followed up with preparation of a draft and final Site Visit Report that will include photos and descriptions detailing existing conditions and site observations. Submit Site Visit Report to OCTA within three (3) working days after the site visit.

Consultant will collect and review existing data and information relevant to Project and project location, including environmental documents and preliminary design provided by OCTA. Upon completion of this review but not later than 30 calendar days after the NTP, the Consultant will prepare and submit to the OCTA a request for additional data if needed. Potential sources for existing data include the City of Anaheim, OCTA, and Union Pacific Railroad Company (UP).

Deliverables:

- Site Visit Report - PDF distribution.

3.2. Design Criteria and Research

Consultant shall research available public records from City of Anaheim and other AHJ. OCTA will provide available information of environmental documentations and preliminary design.

Project is funded by Federal Transit Administration (FTA); therefore, requirements in federal "Buy America" clause shall be taken into consideration when design TSOC.

Within 45 calendar days from NTP, Consultant shall prepare and submit a framework for the Design Criteria Manual (DCM). The purpose of the DCM framework is to establish design parameters for the Project.

The DCM framework shall include but not limited to the following elements:

- General Overview
- Civil Design (civil, survey, striping/signing, utilities, drainage, lighting, landscaping and irrigation, fueling station, microwave tower, etc....)
- Building Design (architectural, structural, mechanical, electrical, information system, communication, transit operation system, access control, security, etc....)
- Site Design
- Building Design
- Cost Estimate

Consultant shall facilitate two (2) meetings with OCTA to obtain comments and feedback on DCM framework. Consultant shall address OCTA comments and document the comment responses into the draft DCM which shall be submitted to OCTA within 60 days from NTP for review. Upon receipt of OCTA comments on DCM, Consultant shall revise the DCM in response to OCTA comments and submit to OCTA the final DCM.

Consultant shall update DCM as necessary throughout the design effort. Consultant shall discuss possible design variances or exceptions for concurrence from OCTA prior to incorporating into the Project. OCTA will either accept the design variances or exceptions or will request an alternative. With each submittal, prepare a Design Variance Report identifying a newly identified design variances or exceptions since prior submittal. Explain the consequences if the design variances or exception is not approved and explain the consequences of accepting the variances

or exceptions. OCTA will either accept the design variances or exceptions or will request an alternative design.

Deliverables:

- Public Records obtained from Consultant's effort - PDF distribution.
- DCM framework - PDF distribution and three (3) hard copies.
- Final DCM - PDF distribution and three (3) hard copies.
- Design Variance Report (to be submitted with each design submittal package) - PDF distribution and three (3) hard copies.

3.3. Environmental Updates

Consultant shall review and provide comments on the environmental documentation provided by OCTA. The focus of the review shall be to advise OCTA about potential changes that could necessitate an update to the approved environmental documentation. Consultant shall provide a memorandum documenting its advices on environmental updates within forty-five (45) days from NTP.

Deliverables:

- Memorandum documenting Consultant's advices on environmental updates - PDF distribution and three (3) hard copies.

3.4. Survey and Mapping

Consultant shall review preliminary survey and mapping data provided by OCTA and shall perform verification survey as required for the Project.

- *Topographic Surveys* – Consultant shall be responsible for obtaining and verifying the required topographic survey necessary for the Project. Consultant shall prepare topographic mapping and perform design survey in U.S. Customary Units. Existing features shall be shown, including but not limited to roadways, pavement markers/stripping, curbs and gutters, buildings, vegetation, signs, lighting, signals, above ground utilities, manholes, drainage inlets and any other visible features. Consultant shall verify the physical existence of Monumental Control Points and, if necessary re-establish such Control Points. CONSULTANT shall verify survey results and then transmit them in AutoCAD format, along with ASCII point files. CONSULTANT shall survey Geotechnical Boring locations, as necessary, to verify these locations.
- *Survey Control* – The Consultant will base this survey on the Orange County version of the NAD-83 horizontal datum and the NAVD-88 vertical datum. The Consultant will use precise GPS measurements and analyze the results in order to determine the correct horizontal datum epoch to reference. In addition, measurements will be made to the local agencies benchmark system in order to provide a relationship to the local municipal datum.
- *Project Limits Survey* – The Consultant will research public records for maps and other field notes for work area/limits of the Project. This will include a field survey and office analysis of available evidence and records in order to determine the project limits and property lines.
- *Supplement Field Survey* – As part of the preliminary engineering design phase, Consultant will collect additional supplemental field data as follows:

- Any readily visible evidence of other existing utility features or mark-out such as fiber optic lines and miscellaneous items of significance within the area of work.
- Location and alignment of the existing UP railway to ensure the minimum temporary horizontal clearance from the railway to the proposed project is maintained during construction according to the UP guidelines.

Consultant shall be responsible to perform and provide data for all surveying and mapping required for the Project. All survey and mapping data native files shall be submitted to OCTA before start of design phases.

Deliverables:

- Survey results in AutoCAD format and ASCII point files - PDF distribution.
- All surveying and mapping data native files
- Maps of project limits, utilities, minimum temporary horizontal clearance from railway to the Project - PDF distribution and three (3) hard copies.

3.5. Geotechnical Report

Consultant shall review the Preliminary Geotechnical Report provided by OCTA, summarize the results of review in a report and identify data gaps. Summary report shall provide conceptual-level conclusions regarding geologic and geotechnical hazards, structure foundations and shall be included into the geotechnical sampling and analysis plan required herein below.

Consultant shall be solely responsible for obtaining geotechnical and hazardous material data for the areas involved and required for design of Project.

Within thirty (30) calendar days from NTP, Consultant shall develop a geotechnical sampling and analysis plan to verify information on Preliminary Geotechnical Report, fill in any data gaps, and obtain additional information required for design and construction of Project. Site specific infiltration testing and report shall be included in geotechnical sampling and analysis plan. Results of infiltration testing shall be included in Geotechnical Report and will be inputs to Water Quality Management Plan required in this Scope of Work.

Upon OCTA's acceptance of Consultant's geotechnical sampling and analysis plan, Consultant shall conduct sampling and testing program for Project and prepare Project Geotechnical Report. Consultant shall obtain all necessary right of entry permits prior to conducting sampling and testing.

Geotechnical report shall consist of readily-available geotechnical and geologic information, the existing pavement section thicknesses, subsurface soil conditions at the project site, and results of infiltration tests, and provide geotechnical recommendations, necessary mitigation measures for Project feasibility and cost estimating. Consultant shall also conduct a geologic reconnaissance to observe potential geotechnical and geologic issues that could arise during design and construction.

Consultant shall submit a draft Geotechnical Report to OCTA within two (2) months from NTP for review. Consultant shall address OCTA's comments and submit final Geotechnical Report to OCTA for acceptance within fifteen (15) calendar days of receipt of OCTA's comments.

Deliverables:

- Summary Review Report - PDF distribution and three (3) hard copies.
- Geotechnical Sampling and Analysis Plan - PDF distribution and three (3) hard copies.

- Draft Geotechnical Report - PDF distribution and three (3) hard copies.
- Final Geotechnical Report - PDF distribution and three (3) hard copies.

3.6. Drainage Evaluation and Water Quality Management Plan

3.6.1. Drainage Evaluation:

Consultant shall review the available drainage information, including but not limited to the preliminary drainage report provided by OCTA, City of Anaheim Drainage Master Plan. The Consultant shall evaluate the existing drainage system, determine impacts of the Project to downstream systems, and provide necessary mitigations.

Consultant shall prepare a 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 and City of Anaheim Storm Drainage Manual for Public, Private Drainage Facilities 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 mitigation measures will be presented by the Consultant. The drainage report shall be in conformance with the certified environmental documents for the project. The Consultant shall perform research and coordinate with other public agencies, as needed, such as the Orange County Flood Control District (OCFCD).

Consultant shall submit a draft drainage report to OCTA for review and comments within two (2) months from NTP. Consultant shall address OCTA's comments in the final drainage report and submit it to OCTA for acceptance within fifteen (15) days upon receipt of OCTA's comments on the draft report.

Deliverables:

- Draft Drainage Report - PDF distribution and three (3) hard copies.
- Final Drainage Report - PDF distribution and three (3) hard copies.

3.6.2. Water Quality Management Plan

Consultant shall prepare and submit a draft Storm Water Pollution Prevention Plan (SWPPP) to OCTA for review and acceptance within two (2) months from NTP. SWPPP shall be prepared by a Qualified SWPPP Developer (QSD). Upon acceptance, the Draft SWPPP shall be part of Water Quality Management Plan required in this Scope of Work. Contractor will be responsible to develop Final SWPPP based on Consultant's accepted draft SWPPP. Consultant's QSD shall assist OCTA to review Contractor's Final SWPPP. A Qualified SWPPP Practitioner (QSP) shall be retained to monitor SWPPP for the Project during construction and provide after-event and monthly monitoring reports to OCTA as required on accepted SWPPP.

Consultant shall prepare and upload Permit Registration Documents (PRD) to California Water Resource Control Board (Water Board) Stormwater Multiple Application and Report Tracking System (SMARTS).

Consultant shall prepare and submit a Water Quality Management Plan (WQMP) for construction of Project in consistence with City of Anaheim requirements. WQMP shall include potential for drainage basins, pollutants of concerns, etc...and solutions to implement water quality best management practices (BMPs).

Also, Consultant shall prepare and submit a permanent BMPs in consistence with City of Anaheim requirements for TSOC before construction closeout phase.

Deliverables:

- Draft SWPPP - PDF distribution and three (3) hard copies.
- WQMP - PDF distribution and three (3) hard copies.
- Permanent BMPs – PDF distribution and three (3) hard copies.

3.7. Soil Management Plan

Within two (2) months from NTP, Consultant shall prepare and submit a draft soil management plan (SMP) to OCTA to review and comments. Consultant shall address OCTA's comments and shall submit a Final SMP to OCTA for acceptance within fifteen (15) calendar days upon receipt of OCTA's comments on the draft SPM.

At a minimum, SMP shall include definition of contaminated soil, definition of hazardous soil, regulatory basis for definitions, summary of background data, procedures of managing known contamination, procedures of managing unknown contamination, criteria for soil reuse, criteria for import soil, acceptance criteria, testing requirements and roles and responsibilities, reporting, partner agency requirements, regulatory agency requirements and cross references to related plans.

SMP shall be prepared by Consultant's experienced staff in environmental mitigation, profiling and handling of contaminated hazardous soil and material. At a minimum, Consultant's experienced staff shall have at least 12-year experience in the management of contaminated soils as a California registered Professional Geologist or Certified Engineering Geologist. Consultant's experienced staff shall be able to and shall perform the followings:

- Review site conditions and evaluate soil test results from test lab
- Produce a matrix of soil contaminants and locations for hauling off site
- Provide expert judgement on disposition of impacted soil and work with other parties regarding the management
- Produce an estimate to handle impacted soil and other materials as necessary
- Oversee movement of impacted materials/ soils and assist with manifesting process
- Attend necessary meetings to coordinate impacted soil and material mitigation

Deliverables:

- Draft SPM - PDF distribution and three (3) hard copies.
- Final SPM - PDF distribution and three (3) hard copies.

TASK 4 - ARCHITECTURAL AND ENGINEERING DESIGN PLANS, SPECIFICATIONS, AND COST ESTIMATES (PS&E PACKAGE)

Environmental documentations are available for review at OCTA website www.octa.net/tsoc. Preliminary plans and specifications will be available for proposers' review and reference upon request.

Consultant shall be responsible to develop and submit a complete PS&E package biddable and ready for construction bidding process. PS&E package shall include all documentations required to construct the Project in compliance with all requirements from OCTA, City of Anaheim, and AHJ. Below herein are minimum basic requirements for the PS&E package.

4.1. Demolition

Consultant shall develop and include in its PS&E package Project demolition plans in compliance with all requirements of AHJ.

All debris shall be removed from the site and legally disposed offsite in accordance with Project Final Soil Management Plan.

4.2. Earthwork

Earthwork shall be performed in compliance with the approved Final Environmental Documents.

Contractor shall retain a qualified archaeologist who meets requirements in the Final Environmental Documents to monitor Project grading activities. The archaeologist shall prepare report of findings as the results of archaeological monitoring and submit to OCTA for record. Consultant shall assist OCTA to review this report for compliance with the Project Final Environmental Documents and AHJ requirements.

Contractor shall retain qualified paleontologist who meets requirements in the Final Environmental Documents, to develop a Paleontological Resources Impact Mitigation Program (PRIMP). The paleontologist shall monitor the PRIMP and shall prepare a report of findings as the results of monitoring program and submit to OCTA for record. Consultant shall assist OCTA to review this report for compliance with the Project Final Environmental Documents and AHJ requirements.

4.3. Site Design

The preferred Project site is irregular shaped. Building shall be pushed back from Lincoln Avenue to create a buffer between building and potential vehicle threats. Parking areas shall be arranged in three areas. Area 1 is for staff and overflow parking during emergency events. Area 2 is for visitors and shall be located outside property security fence perimeter. Area 3 is for transit police and "marked vehicles". A minimum of three (3) ingress/egress points is required and shall comply with City and AHJ's requirements.

4.4. Utility Design

Consultant shall coordinate and work closely with the City of Anaheim and utility companies to determine the needs to relocate impacted utility lines. All necessary utility relocations shall be part of Project and shall be included in Consultant's design. Consultant shall perform potholing of existing utilities within Project limits and prepare and distribute utility map to affected utility companies for confirmation and determination of any needs of relocations. If required, Consultant shall conduct a utility relocation feasibility study to evaluate existing systems and optimize relocations. Utility relocation feasibility study report shall include all utility potholing locations and utility conflict matrix.

Consultant shall develop and include in its design package all required utility plans for construction of Project.

4.5. Planting, Landscaping, and Irrigation Design

Consultant shall develop and include in its design package all required planting, landscaping, and irrigation plans for construction of Project.

Consultant shall comply with City of Anaheim's landscaping requirements including landscaped setbacks, trees for parking areas and landscaping for visible walls. In addition to the required setback and any sloped landscaping, all parking areas and vehicular access ways shall be landscaped. At least one (1) tree required per 3000 square feet of parking area and vehicular access ways distributed throughout the parking area. Trees in the privately-owned setback adjacent to a street frontage shall have minimum of one (1) tree for every 20 linear feet of street frontage shall be planted in the setback adjacent to the street. All building walls visible to a public right-of-way, including freeways and railroad corridors shall be planted with shrubs or non-deciduous vines.

4.6. Building Design

Consultant will reference to the preliminary engineering documents available for view at OCTA administration office. Building design shall comply with all building codes, regulations, and all requirements from City and AHJ.

TSOC building shall be a 35-foot-tall two-story building with building gross area of approximately 30,000 square feet and building footprint of 20,000 square feet.

The following are some of the key design principles to be followed when developing building plans:

- Central Communications (Dispatch) and Field Operations requires direct adjacencies.
- Emergency Operations Center (EOC) requires visual connection to Central Communications (Dispatch) for situational awareness.
- Locating EOC on second floor allows maximum flexibility of use and maintains direct connectivity to Communications (Dispatch) / Operations.
- Two-story arrangement of Communications (Dispatch), Field Operations, and EOC allows for theater style viewing of the main video wall and greater situational awareness among the complimentary departments.
- Glass walls maintain visual continuity and acoustic separation.
- Transit Police has dedicated access to and from the secured patrol vehicle parking area.
- The second floor Emergency Operations area can operate independently of the Communications (Dispatch) main room, yet still have visual and audio connectivity.
- When EOC is not in use, the second floor can have multi-use functions, such as training rooms, events, etc.
- The common break area on the second floor with connection to exterior space provides needed rest / break space for extended crisis management events.
- Data Center should have direct adjacency to utility room points of connection. Data Center can be located on any floor.

- The building shall be designed to be structurally and architecturally adequate for future expansion of the building second floor.
- All roofs shall be designed for future installation of solar panel system.

4.7. Lighting Design

The following are key lighting design principles to be incorporated at the minimum in the final design:

- Baseline lighting levels are to be above code minimum utilizing shielded, high cut-off lighting minimizing light trespass.
- All lighting shall be LED luminaires and dimmable systems.
- In parking areas Foot Candles (FC) measurement at the ground shall be a security metric level of 3 to 6 FC's (with dimmable capability).
- On the exterior building, lighting shall be per code requirements.
- Walkway FC's at ground shall be 6 FC's minimum.
- Proper lighting at entrances and exit doors shall be per code requirements.

4.8. Information Technology System

Consultant shall design the information technology (IT) server room/ data center to house server racks, providing hard wired conduits, cooling systems, related required electrical feed, and lighting. Server room shall have a wireless fire suppression system with clean agent or an inert gas system (dry system). Back-up we automatic sprinkler system in IT room is not allowed unless required by AHJ. If wet system is required, dry system shall be pre-action system.

4.9. Audio / Visual System

TSOC facility supports an important mission which spans Transportation Operations, Security, Crisis / Disaster Response, and Emergency Operations.

Design of the TSOC Audio Visual Systems will incorporate Technology, Programming, & Processes to receive, distribute, and display critical news and information programming, situational intelligence, and operations status data to TSOC stakeholders - providing them with access to crucial visual and audio information in support of OCTA's important mission.

Consultant is responsible to design a complete Audio / Visual (AV) system as required for a modern transit security and operations center. AV system shall include, at a minimum:

- Display systems.
- Program Audio Reinforcement.
- Selection and Distribution of Audio-Visual Image sources.
- Infrastructure development, identification, specification: Cable Pathways, Conduit, Risers, Penetrations, Fire Blocking, Cable Trays.
- IT Systems: Physical Plant, Cable Plant, POP, MDF, IDF, and IT Network Points of Delivery, Servers, Workstations/PC's & Monitors, Cyber Security, Network Security, Software, Applications.
- Communications Systems: RF/Radios/Towers, Voice/Data Radio, two-way radios, Console/Dispatch radios.

- Telecom Systems: Telephones, Paging, Emergency Alerting & Notification, and ADA-related assisted listening systems.
- Security/Low-Voltage Systems: Access Control, Physical Security, CCTV, VMS, Analytics, CCTV File Storage/CJIS compliance.
- Lighting Design, Acoustical Design, Structural Design.
- Furniture, Fixtures, Equipment, Consoles.
- Mechanical, Electrical, Plumbing, HVAC.

Consultant shall refer to Special Features Design Report, Section 13, provided by OCTA as a basis of AV system design.

4.10. Video Surveillance System (VSS) and Communication Systems

Video surveillance coverage shall be provided in the parking lots, at the parking lot entrances, at all building entrances, and viewing all access control locations. Exterior cameras shall be mounted on light poles or parking lot walls where possible. The VSS system shall be monitored by operations and security personnel and video shall be stored for a minimum of one year. The VSS headend equipment shall be located in the TSOC Data Center with UPS backup. VSS system shall be operated using OCTA furnished Milestones system. All servers and switches shall be Contractor-furnished.

A telephone system shall provide voice communications to other facilities. VoIP telephones shall be installed, however critical and backup telephone lines shall remain analog. Critical telephone lines shall maintain priority restoration from the local telecom provider in the event of an emergency. A separate dedicated phone system shall be provided to the Emergency Operations Center (EOC).

The facility shall have a LAN network to support daily office operations, and a WAN network to support network connectivity between the TSOC and other OCTA facilities. The WAN network shall be via leased lines. A master clock system shall also be provided for synchronization of computers, servers, and other network devices. Synchronized wall clocks shall be provided throughout the facility.

4.11. Access Controls

Access control shall be provided at all parking lot entrances, all building entrances, and at exterior and interior door locations. All access-controlled doors and gates shall have a card reader and electronic lock. The second-floor exterior deck area shall have an access control card reader and electronic lock, as well as a keypad as an alternate entry method. The access control system shall be compatible with the existing Lenel Enterprise system deployed at other OCTA locations. The access control system headend equipment shall be located in the Data Center with UPS backup.

4.12. Microwave Tower

OCTA conducted a microwave path survey, dated 05-04-2018, prepared by InSite Telecom Inc. The microwave tower is to be roof mounted (attached to building structure) and located directly over the data center and by study will be approximately 15 feet above the second-floor roof deck or 50 feet above grade. Accordingly, no conditional use permit will be required.

4.13. Small Fleet Fueling Station

An above ground small fleet fueling station is located in the secured patrol vehicle parking area. Tank size is to be 2,000-gallon capacity. Currently, OCTA utilizes "Fleet watch" for fueling. The new small fleet fueling station shall be integrated to OCTA "Fleet watch" system.

4.14. Electrical System

Electrical system shall be designed to allow TSOC facility served by two sources power. During power failures, emergency power shall be available for TSOC to be fully operational and functional for a minimum of seven days. Standby diesel generator shall be located on ground level and shall be lockable. Wires and cables for emergency and essential power and circuits shall be run in separate raceways, independent of other electrical loads.

4.15. Renewable Electricity Generating System

Consultant shall design for renewable electricity generating system using solar energy technology. Consultant is responsible for study of the demand and capacity of the system versus the project budget. Consultant's design shall comply to City of Anaheim's and other AHJ's guidelines on solar energy system. Solar panels and supporting structures (parking canopies) shall be installed in Transit Police Parking area. Additional solar panels may be considered to be roof mounted on TSOC building as an additional source of solar energy to meet the required demand at this facility.

4.16. Electrical Vehicle Charging Stations

Consultant shall be responsible to design for installation of infrastructure for electric vehicle charging stations as required in the current California Green Code. Electric vehicle charging stations shall have capacity to serve a minimum of ten (10) mid-size electric vehicles and shall be included in the PS&E design package of the new TSOC facility.

4.17. Fire Protection System

Consultant shall research and advise OCTA on the requirement for fire protection systems in conjunction with the City of Anaheim and the AHJ. The fire suppression systems shall comply with the appropriate NFPA standard, as a minimum. Refer to Special Features Design Report provided by OCTA for OCTA additional requirements.

4.18. Project Specifications

Project specifications shall be included in each design package submittal. Project specifications shall include OCTA Division 1 specifications and technical specifications required for Project. Specifications shall be developed in Construction Specifications Institute (CSI) format. The specifications shall be complete and ready for construction, including all specifications to support the drawings, identify materials, indicate inspection and testing requirements, and ensure a quality project. Specifications shall be prepared in such a format and manner as to stimulate competition between contractors while following industry standards. The specifications shall be developed in Microsoft Word software.

4.19. Cost Estimates

In each design phase submittal package, Consultant shall prepare and submit to OCTA for review a detailed Project Construction Cost (PCC) estimate with supporting back up details and calculations. CONSULTANT's PCC estimate shall be based reliable sources such as "Means Book", "Blue Book", Davis Bacon wage rates/prevaling wages, current or past contracts for the same project, historical price and cost data....

If the PCC at any design phase is in excess of the PCC approved during the Preliminary Design Phase provided by OCTA and Consultant's previous design phase, Consultant may be required to provide alternatives to reduce the PCC. Revisions shall not be considered extra work, and therefore not subject to additional payment. Consultant shall advise OCTA Project Manager of any adjustments in the PCC due to changes in project requirements or general market conditions. Construction labor cost shall be based on prevailing wages with Caltrans standard labor surcharges and mark-ups.

4.20. Furnishing

Consultant shall provide layout, locations and specify all furniture, fixtures, and equipment (FF&E) for TSOC including all Contractor-provided and OCTA-provided FF&E. A detailed quantity and cost estimate for all FF&E shall be submitted as part of project cost estimates.

OCTA will provide network switches, network equipment racks, telephones, desktop monitors, dispatch monitors, and printers.

Contractor is responsible to provide the rest of FFE as required for a fully functional and operational TSOC facility. Contractor-provided furniture includes, but is not limited to, desks, chairs, dispatch consoles, cubicle partitions, cabinets, storage, meeting room boards, window/door blinds, reception desks, tables, kitchen/break room furniture, televisions, display screens, voice/data/fiber cabling including punch down panels to OCTA standards.

Consultant shall consider ergonomics, including sit-to-stand configurations, when specifying dispatch consoles. Provide at least three (3) product alternatives and product data to OCTA and recommend OCTA in selecting dispatching consoles.

All furniture including systems and ancillary furniture shall be coordinated with OCTA regarding furniture requirements, selections, and layouts. Furniture manufacturer shall be Knoll as basis of design or approved equals.

4.21. Design Phases and Design Deliverables

4.20.1. Design Development Phase (60% PS&E)

60% PS&E design package shall include all required civil, architectural, structural, mechanical, plumbing, electrical, control, phasing plans and all other required plans, Project specifications, and a PCC estimates as required herein this SOW and by AHJ. All plans and specification shall be detailed as to be ready for plan check and construction of Project except the designed features that are undecided/undetermined by OCTA and/or AHJ.

Consultant shall prepare and submit 60% PS&E design package to OCTA for review and comments. Allow OCTA a minimum of two (2) weeks to review. All OCTA's comments shall be addressed in the 90% design submittal package.

Deliverables:

- PDFs of 60% PS&E in two (2) identical USB thumb drives.
- One (1) hard copy of full-size plans and three (3) hard copies of half-size plans.
- Two (2) hard copies of specifications.
- Two (2) hard copies of cost estimates
- One (1) hard copies of calculations.

4.20.2. Construction Document Development Phase (90% PS&E):

At this phase, Consultant shall submit to OCTA for review and comments PS&E package including all civil, architectural, structural, mechanical, plumbing, electrical, control, phasing plans and all other required plans, Project specifications, and a PCC estimates. PS&E at this phase shall be detailed and ready for City plan check. Allow OCTA a minimum of two (2) weeks for review and comments.

After shall addressing all OCTA's comment on 90% PS&E, Consultant shall submit the Construction Documents to City of Anaheim and other AHJ for review. Consultant is responsible to obtain plan check approval and paying for all plan check fees to City and AHJ. Plan check fees for the original plan check submission and one re-submission will be reimbursed to Consultant at actual cost, excluding any mark-ups and labor costs. All other plan check fees shall be the responsibility of Consultant. Consultant shall submit to OCTA a duplicate copy of Construction Documents submitted to City and other AHJ for plan check.

At the end of this phase, Consultant shall provide video animation and still renderings for the Project features and include them in Consultant's presentation to OCTA.

Deliverables:

- PDFs of 90% PS&E in two (2) identical USB thumb drives.
- One (1) hard copy of full-size plans and three (3) hard copies of half-size plans.
- Two (2) hard copies of specifications.
- Two (2) hard copies of cost estimates
- One (1) hard copies of calculations.
- One (1) USB thumb drive containing duplicate copy of City plan check submittal package.
- One (1) USB thumb drive containing applicable PDFs and native files of video animation and still renderings.

4.20.3. Final Construction Document Development Phase (100% PS&E Package)

After addressing all OCTA's comments and plan check comments from City and AHJ, Consultant shall prepare and submit 100% PS&E package. Allow OCTA a minimum of two (2) weeks to review and comments. Within one (1) week upon receipt of OCTA's comments, Consultant shall address all comments and submit the final PS&E package ready for construction bid process.

Consultant shall include in 100% PS&E package an index of drawings developed in Microsoft Word and a list of contractor's submittals for equipment, materials, products, shop drawings, and procedures required to be reviewed for conformance with the plans and specifications prior to manufacturing/installation.

Also, Consultant shall include Project fact sheet to OCTA. Project fact sheet shall be one page containing, at a minimum, project overview, locations, information/data, construction cost, schedule, and graphical illustrations to provide high-level information for the Project. See Attachment B for fact sheet sample.

At the end of this phase, Consultant shall provide an updated video animation and still renderings for the Project features and include them in Consultant's presentation to OCTA.

Deliverables:

- PDFs and native files of 100% PS&E in two (2) identical USB thumb drives.

- One (1) hard copy of full-size plans and three (3) hard copies of half-size plans.
- Two (2) hard copies of specifications.
- Two (2) hard copies of cost estimates.
- One (1) hard copies of calculations.
- One (1) USB thumb drive containing applicable PDFs and native files of video animation and still renderings.

TASK 5 - CONSTRUCTION BID PHASE SUPPORTS

- 5.1.** After OCTA's acceptance of Final Design Documents (100%), Consultant shall assist OCTA to prepare bid documents (Plans and Specifications). The bid documents shall be the accepted Final Design Documents and conformed to OCTA bid document formats.
- 5.2.** Consultant shall assist OCTA in reviewing bids submitted by the date and time specified in the Construction bid documents.
- 5.3.** OCTA shall provide all procurement documents and handle the procurement for General Contractor. OCTA shall provide bidding forms, the general provisions of the contract, and the Agreement between OCTA and General Contractor.
- 5.4.** Consultant shall attend the project pre-bid meeting, assist OCTA in answering questions regarding the plans and specifications during the Bidding Phase, and review and evaluate requests for approved equals to the bid documents.
- 5.5.** Consultant shall revise the originals of all construction drawings, to include changes incorporated in all addenda issued during the Bidding Phase prior to the award of the construction contract.
- 5.6.** Within one (1) week from award of contract to the Contractor, Consultant shall prepare and submit conformed construction documents which incorporate all changes/addenda made on the original bid documents.
- 5.7.** Resident Engineer Files: Within two (2) week from award of contract to the Contractor, Consultant shall meet with Resident Engineer (RE) and OCTA Project Manager and provide the following information for the RE files. The RE files list below is not comprehensive and Consultant shall provide additional information as appropriate:
 - Environmental updates
 - Survey and mapping
 - Geotechnical report
 - Drainage Evaluation and Water Quality Management Plan (Draft SWPPP)
 - Soil Management Plan
 - Conformed PS&E
 - Permits
 - Relevant correspondence and memoranda
 - Engineering Calculations
 - Utilities relocation plans and agreements
 - Safety Review Report
 - List of Project personnel
 - Cooperative Agreements

Deliverables:

- PDFs of addendum plans and specifications.
- PDFs and half size hard copies of conformed PS&E.
- PDFs of Resident Engineer Files

TASK 6 - CONSTRUCTION MONITORING AND SUPPORTS

- 6.1.** Construction Monitoring Phase shall commence with the award of the Construction Contract and shall terminate when the Notice of Completion is filed with the County Recorder and As-built drawings are completed.
- 6.2.** General Contractor shall be responsible for obtaining all construction permits from AHJ. Consultant shall immediately, at their own expense, complete all necessary changes in the plans or specifications, as required by AHJ, for General Contractor to obtain the necessary permits.
- 6.3.** Consultant shall attend the project pre-construction meeting and make periodic site visits, at a minimum of once a month, to familiarize themselves with the progress and quality of the construction work and to determine if the construction work is proceeding in accordance with the contract documents. Consultant shall inform Project Manager of any potential defects and deficiencies in the work of General Contractor. Consultant shall perform field structural observations when it deems necessary and as required to comply with AHJ requirements. Consultant shall prepare field structural observation report and submit to OCTA within three (3) work days after the observations.
- 6.4.** Consultant shall recommend to Project Manager, the rejection of any work, performed by General Contractor, which does not conform to the contract documents. Consultant shall recommend to Project Manager, special inspection or testing of any work in accordance with the provisions of the construction documents whether or not such work be fabricated, installed, or completed.
- 6.5.** Consultant shall review and approve all shop drawings, samples, and other submissions of General Contractor as required by the construction documents, for conformance with the design concept of Project. Consultant's reviewers shall be licensed architects or engineers in the discipline they are reviewing. Prior to start of construction, Consultant shall return reviewed submittals within one (1) week for the initial submittal and within three (3) work days for the resubmittal with review resolution either "Rejected. Resubmit", "Revise or Resubmit" or "No Exception Taken", as applicable. Review resolution as "Conforms with Corrections as Noted", "Approved as Noted", or likewise is not acceptable. During construction, Consultant shall complete review and return reviewed submittal within 72 hours of receipt and shall complete review and return review resubmittal within 48 hours of receipt.
- 6.6.** Consultant shall respond to General Contractor's Request for Information (RFI) promptly but not more than three (3) working days upon receipt of an RFI.
- 6.7.** Consultant shall assist Project Manager in preparing Change Orders and shall prepare sketches and/or revise contract drawings and specifications and prepare cost estimates related thereto. Consultant shall also obtain timely plan check approval from AHJ for permit plan changes.
- 6.8.** Consultant shall conduct inspections of the project site to determine dates of substantial completion and final completion. Consultant shall review written guarantees and related

documents assembled by General Contractor and shall recommend to Project Manager the issuance of the final certificate for payment.

TASK 7 - PROJECT CLOSEOUT / AS-BUILTS

- 7.1. Consultant shall assist OCTA to review all Contractor's project closeout documents at the end of construction phase.
- 7.2. Consultant shall be responsible for the preparation of the As-built drawings based on the information supplied by General Contractor and based on the information from Consultant's field inspections of the project site after construction is completed. The As-built information shall be assembled and placed on the original drawings by Consultant as the final revision to the drawings.
- 7.3. Consultant shall submit the draft As-built drawings and specifications to OCTA for verification on the completeness. Consultant shall incorporate any changes required by OCTA into the final As-built drawings within one (1) week upon receipts of OCTA's comments on plans and specifications.
- 7.4. As-built drawing files in AutoCAD, version 2018 or earlier, DWG format with all X-ref files fully loaded, including all applicable plot files.

Deliverables:

- PDF files and two (2) half-size hard copies of draft as-built drawings.
- PDF files, one (1) full-size hard copy, and two (2) half-size hard copies of final as-built drawings.
- One (1) set of full-size Mylar of final as-built drawings.
- PDFs files and one (1) hard copy of draft as-built specifications.
- PDFs files and two (2) hard copies of final as-built specifications.
- PDFs files and two (2) hard copies of design calculations.
- All native files of as-built drawings and specifications.

END OF SCOPE OF WORK

ATTACHMENT A – PRELIMINARY SCHEDULE

TRANSIT SECURITY AND OPERATION CENTER (TSOC) -- PRELIMINARY SCHEDULE FOR FINAL DESIGN (100%), BID, AND CONSTRUCTION

		Calendar Year 2019					Calendar Year 2020					Calendar Year 2021					Calendar Year 2022					Calendar Year 2023				
		Fiscal Year 2018-2019		Fiscal Year 2019-2020			Fiscal Year 2020-2021				Fiscal Year 2021-2022				Fiscal Year 2022-2023				Fiscal Year 2023-2024			Fiscal Year 2024-2025				
		Quarter 3	Quarter 4	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 1	Quarter 2	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Environmental Clearance and Preliminary Design						◆																				
Final Design (100%)					Camm RFP Procurement Process					Overall Duration of Final Design					Camm IFB Bid Process					Overall Duration of Construction						
Task 1	Project Management																									
Task 2	Agency Coordination and Public Outreach																									
Task 3	Architectural & Engineering Design Studies & Report																									
Task 4	Architectural & Engineering Design PS&E																									
Task 5	Construction Bid Phase Supports																									
Task 6	Construction Monitoring and Supports																									
Task 7	Project Closeout / As-built																									

- Overall duration of a Task
- Duration of a Sub-task
- Actual Milestone of Completion

ATTACHMENT B – FACT SHEET SAMPLE

{PROJECT NAME}

PROJECT GRAPHIC ILLUSTRATION/RENDERING/PLAN VIEW

PROJECT SITE:

{Project site/location/address}

PROJECT HIGHLIGHTS

{provide project highlights/objective/summary}

AT A GLANCE

PROJECT COST: —

FUNDING: —

SITE AREA: —

BUILDING
FOOTPRINT: —

BUILDING
GROSS AREA: —

BUILDING HEIGHT: —

PROJECT CONTACTS: {Contact name}
{Email}
(Phone number)

WEBSITE: —

Fact Sheet as of DD/MM/YYYY

PROJECT STATUS

{provide current project status}

PROJECT VICINITY MAP



PROJECT GRAPHIC ILLUSTRATION/RENDERING/PLAN VIEW



Orange County Transportation Authority
550 S. Main Street
P.O. Box 14184
Orange, CA 92863-1584
714-560-OCTA
www.octa.net

PROJECT SCHEDULE

Planning
MM/YYYY—MM/YYYY



Final Design
MM/YYYY—MM/YYYY



Construction
MM/YYYY—MM/YYYY

**ATTACHMENT C –
CITY OF ANAHEIM MEMORANDUM FOR CONCEPTUAL DEVELOPMENT REVIEW
FOR OCTA TSOC.**



City of Anaheim
DEPARTMENT OF PLANNING AND BUILDING

May 30, 2018

via email

Steve Fierce
10055 W. 7th Street, Suite 3150
Los Angeles, CA 90017
steven.fierce@stvinc.com

**Re: PRE2018-00007DEV2018-00025 (OCTA Transit Security Operations Center)
1512-1530 W. Lincoln Avenue**

Dear Mr. Fierce:

Planning Department staff and the Interdepartmental Development Committee (IDC) have reviewed the conceptual drawings and documents submitted on April 18, 2018 for a request to construct and operate a Transit Security Operations Center at the above referenced address. The proposed public service use is permitted by right in the City's General Commercial and General Industrial zoning districts. No discretionary review is required. However, the following information and attached memoranda include requirements/comments received from the various departments in response to your proposal.

1. A General Plan Conformance shall be completed by the City determining the project is in conformance with the Anaheim General Plan.
2. Have you explored designing vehicular access from the existing signalized intersection off Lincoln Avenue? See attached comments from the Department of Development Services and Traffic Engineering Division.

Please address the requirements identified in the attached memoranda. When submitting for plan check (grading permit, building permit, etc.), include staff comments and written responses to each comment. If you have any specific questions on information in their memos, feel free to contact the staff members directly.

May 30, 2018

Page 2 of 2

If you have any further questions, please feel free to contact me at (714) 765-4949 or wcarvalho@anaheim.net.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Wayne', with a large loop at the end.

Wayne Carvalho
Contract Planner

Attachments

MEMORANDUM

CITY OF ANAHEIM

DATE: May 30, 2018

TO: Wayne G. Carvalho, Planning Services

FROM: Esperanza Rios, Development Services, (714)765-5100, Ext. 5886
Rafael Cobian, Traffic Engineering, (714)765-4991

SUBJECT: DEV2018-00025, PRE2018-00007, 1st Review
1512-1530 W. Lincoln Ave
Conceptual Development Review for OCTA Transit Security and Operations Center

The Public Works Department, Engineering Division has reviewed the proposed development for issues related to land subdivision, grading, street right-of-way and easement dedications, traffic engineering, street improvements, sewer improvements and site drainage. Public Works Procedures, Standard Details and Fee Schedule are available on the Department of Public Works, Development Services' website at <http://www.anaheim.net/229/Public-Works>

THE SITE PLAN IS NOT RECOMMENDED FOR APPROVAL UNTIL THE FOLLOWING PLAN CORRECTIONS ARE ADDRESSED:

Plan Corrections/ Additional Information Required from Traffic Engineering

1. **A traffic study may be required.** The applicant shall provide a Trip Generation Memo summarizing the trips associated with the existing land use on the site, the trips associated with the proposed development, and a summary of the net increase of trips associated with the proposed project. Based on the Trip Generation Memo, a determination will be made as to whether a Traffic Study is required. The developer and consultant shall meet with the Traffic Engineering Staff to determine the format of the Trip Generation Memo, and Traffic Study, if required. Please note that all traffic impact studies that are not completed by one of the City of Anaheim on-call traffic engineering consultants through the City's on-call agreement shall be peer-reviewed by one of the City's on-call consultants prior to being reviewed by City staff, at the applicant's expense.
2. As mentioned previously by the City, the City recommends taking access at the existing signalized intersection, which is maintained by Caltrans. Has Caltrans been approached? Has this access been considered?
3. Access off Manchester is currently restricted to right-in, right-out, and would continue to be restricted in that manner. A sign and legend indicating right-turn only would be required in addition to the stop sign.
4. Please provide a letter of operations for the site which will identify the proposed use of the site and operations.
5. Plans shall indicate and label existing driveways to be removed and future driveways to be constructed.
6. Plans shall label and dimension all proposed driveways and demonstrate conformance with City of Anaheim Engineering Standards.
7. Plans shall show conformance with the current version of Engineering Standard Detail 473 pertaining to driveway spacing and distance from public ROW to nearest parking space, subject to the approval of the City Engineer. Subject property shall thereupon be developed and maintained in conformance with said plans.
8. Plans shall indicate driveways within Caltrans access control per Highway Design Manual. Right in/right out access may be permitted beyond 200' from the ramp intersection. The applicant shall coordinate with Caltrans and the City for proposed driveway access points along Lincoln Avenue.
9. Plans shall show conformance with the current version of Engineering Standard Details 470 pertaining to parking standards, parking end stall clearances, turnaround stalls at the end of drive aisles, and providing backup space of 24' behind parking stalls. Subject property shall thereupon be developed and maintained in conformance with said plans.

10. Label and dimension parking stalls and aisle widths to demonstrate conformance with City of Anaheim Engineering Standard Detail 470. All parking stalls shall be double striped per City of Anaheim Engineering Standard Detail 470. plans shall show conformance with the current version of Engineering Standard Details 470 pertaining to parking standards, parking end stall clearances, turnaround stalls at the end of drive aisles, and providing backup space of 24' behind parking stalls.
11. Parking areas 1 and 2 are proposed to have dead end drive aisles, and turnaround stalls are required when dead end drive aisles are proposed. One stall will need to be striped no parking and identified as a turnaround stall
12. Every accessible parking space and adjacent loading area shall be dimensioned to demonstrate conformance with Caltrans Standard A90A.
13. Stop signs, stop bars, and stop legends shall be placed at all driveway exits per City of Anaheim Engineering Standards
14. Label and dimension driveways to show conformance with City of Anaheim Engineering Standard Detail 115-B pertaining to driveway design, sight distance visibility for signs, landscaping, and fence/wall locations and pertaining to commercial driveway radii, subject to the approval of the City Engineer. A 7 foot by 50 foot triangular clear zone from the right of way line is required, per Engineering Standard Detail 115-B.
15. There are two signs required at each entrance, the R100B(CA) sign which indicates tow away for disabled parking, and the private property sign consistent with Anaheim Municipal Code section 4.75.090 for the purposes of tow-away outside of disabled parking stalls.
16. It appears vehicle gates are proposed. Plans shall demonstrate conformance with City of Anaheim Engineering Standard 475 related to gates. The minimum gate setback must be provided and gate operations/access will need to be provided. Vehicle gates shall not be installed across the project driveways or access roads without providing a vehicle turnaround area to the satisfaction of the City Engineer. Plans shall demonstrate conformance with City of Anaheim Engineering Standing Detail 475.
17. Coordinate with Leticia Mercado, Sanitation Contract Specialist, at 714-765- 6836 to ensure trash collection route(s) conform to City standards.
18. Depending on the proposed driveway locations, one-way signs may be required to be installed in the existing medians to remind motorists of the direction of travel.

Plan Corrections/ Additional Information Required from Development Services

1. All plans including the site plan and landscape plan shall clearly label and dimension the existing and ultimate right-of-way for Lincoln Ave. Plans shall show dimensioning including, but not limited to, half-widths, lane widths, parkway width, sidewalk width, and curb radii.
2. Show all existing street lights, catch basins, meters and all other utilities within the frontage of the property. Call out their disposition; to be relocated, protected in place, removed, constructed, etc.
3. Parkway landscape per the Lincoln Ave Corridor Master plan: The proposed treatment of the project parkway areas is the alternating planting of Washington palms (hybridized species of *W. filifera* and *W. robusta*) and Tipuana Tipu trees with flowering evergreen shrubs at the base. These shall be planted at 30' O.C. with the palms situated in planter areas at the back of the curb face and the Tipuana trees planted at along the right-of-way edge, at the back of the pedestrian sidewalk area.
4. Plans shall show all existing and proposed utilities serving the site and show proposed points of connection.
5. Plans shall show cross sections at property lines.
6. Plans shall show the existing and proposed structure's footprint and square footage.
7. Additionally, show existing and proposed drainage structures where surface water will being and will be diverted to and captured for treatment.
8. Please show all existing and proposed easements with easement notes within the site and include a copy of a Title Report. Any proposed encroachments within existing easements shall be permitted by the easement holder.

THE FOLLOWING PRELIMINARY STUDIES AND PLAN CHECK DEPOSITS NOTED BELOW SHALL BE SUBMITTED DIRECTLY TO PUBLIC WORKS FOR REVIEW FOR APPROVAL OF THIS PROJECT.

- **Preliminary Drainage:**
The applicant shall submit a Preliminary Drainage Study and hydrology map prepared by a registered professional Civil Engineer in the State of California to the Public Works Department for review and approval. The Study shall be based upon and reference the latest edition of the Orange County Hydrology Manual the applicable City of Anaheim Master Plan of Drainage for the project area. All drainage sub-area

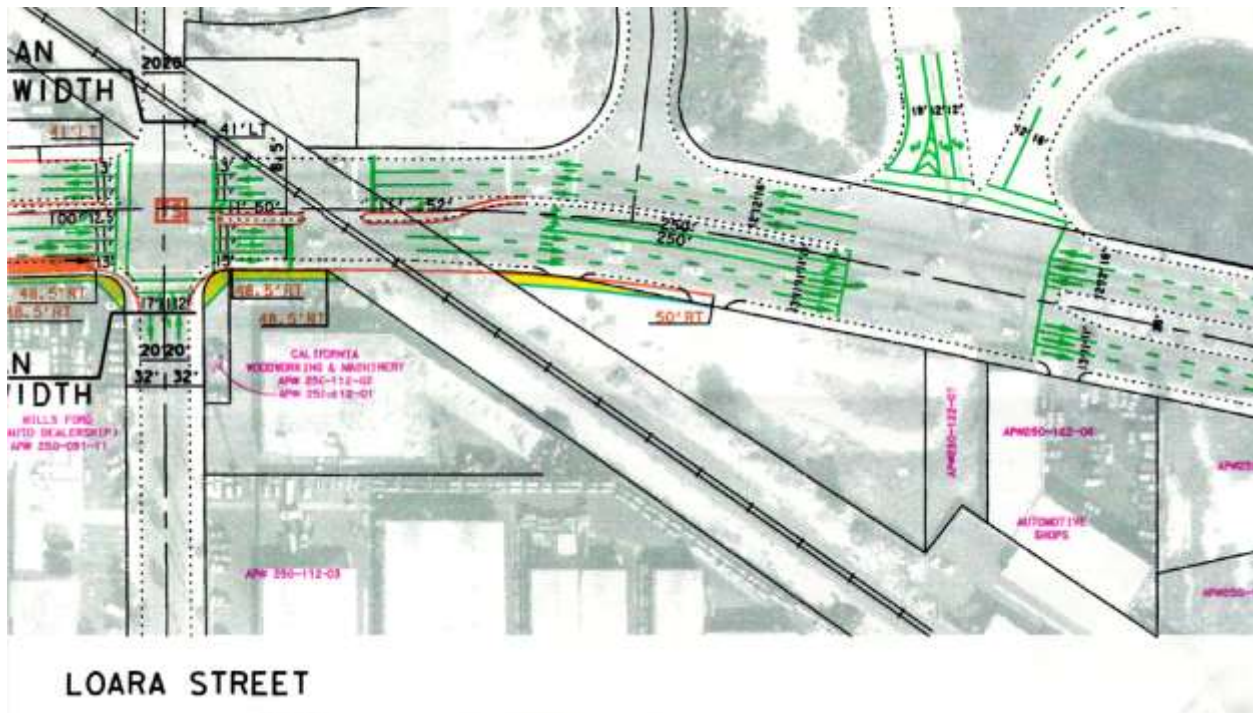
boundaries per the Master Plan for Drainage shall be maintained. The Study shall include: an analysis of 10-, 25- and 100-year storm frequencies; an analysis of all drainage impacts to the existing storm drain system based upon the ultimate project build-out condition; and address whether on-site drainage improvements (such as detention/ retention basins or surface runoff reduction) will be required to prevent downstream properties from becoming flooded and to verify that the developed site condition does not increase flows. The drainage report shall address the drainage velocity on the new on-site improvements and potential impacts to the existing drainage system. Also, the report shall show that all concentrated flow shall be contained within an approved drainage device and preserve the existing flows and manner drainage is conveyed downstream. Please submit two copies of the Preliminary Drainage Study and a \$1,900 plan checking deposit to the Public Works/Development Services for review and approval.

- **Preliminary WQMP:**
 A Preliminary Water Quality Management Plan (WQMP) will be required for this project in order to comply with the requirements of the State Water Resources Control Board. The applicant shall submit to the Department of Public Works a Preliminary Water Quality Management Plan (WQMP) prepared by a registered professional Civil Engineer in the State of California consistent with the latest requirements of the Orange County Drainage Area Management Plan (DAMP). Please submit three copies of the Preliminary WQMP and an electronic copy in PDF extracted from the original file in a CD and a \$1,900 plan checking deposit to the Public Works/Development Services for review and approval.
- **Preliminary Geotechnical:**
 Please submit three copies of the Preliminary Geotechnical Report and a \$1,900 plan checking deposit to Public Works/Development Services for review and approval.
- **Preliminary Grading Plan:**
 Applicant shall submit three copies of the Preliminary Grading Plan prepared by a registered Civil Engineer that shows all existing and proposed BMPs and a \$1,900 plan checking deposit to Public Works/Development Services for review and approval.
- **Preliminary Sewer:**
 The applicant shall demonstrate that the proposed sewer discharge usage will be less than or equal to the existing sewer discharge usage and identify if the existing sewer point of connection will be reused. Otherwise, the applicant shall identify any new sewer points of connection that will be used and work with Public Works staff to determine if a sewer study will be required for the redevelopment of the site. The applicant shall coordinate with Keith Linker, Principal Civil Engineer, at (714)765-4141 or at KLinker@anaheim.net to determine the Sewer Study requirements and deposit amount, if a sewer study will be required. If required, **the Sewer Study shall be approved prior to filing for Planning Commission public hearing.** Plans shall identify the existing sewer lateral that currently serve the property.

Street:

Label and dimension the street right of way, ultimate right of way, distance from centerline to curb, sidewalk width and location of parkway & street trees on Lincoln Ave.

Lincoln Ave (E/W) – Primary, six lanes	Lincoln Ave Corridor Master Plan	REQUIREMENTS:
Existing Condition:	Ultimate Right of Way:	
57' ½ R/W	57.5' ½ R/W	Additional 2.5' right-of-way dedication is required per the Lincoln Ave Corridor Master Plan limits. See exhibit below.
48' Curb from Centerline	48.5' Curb from Centerline	Curb widening required per the Lincoln Ave Corridor Master Plan limits.
9' Sidewalk	4' Sidewalk	Construct 4-ft. sidewalk per the Lincoln Avenue Corridor Master Plan and per City Standard 110-B.
No Parkway	9' Parkway	Construct alternating 4'x8' planters spaced 30' on center. Planting shall be per the Lincoln Ave Corridor Master Plan, Figure 25.



Manchester Ave (N/S) – Secondary Arterial	City of Anaheim Std. 160-A with Class II bike lane	REQUIREMENTS:
Existing Condition:	Ultimate Right of Way:	
46' ½ R/W	45 ½ R/W	No additional dedication is required.
37' Curb from Centerline	35' Curb from Centerline	No curb widening required.
9' Sidewalk with planters	4' Sidewalk	No off-site improvements to required on Manchester Ave.
9' Sidewalk with planters	6' Parkway	

The developer shall construct all improvements along the project’s frontage on Lincoln Avenue. The improvements shall include but not limited to, curb and gutter, pavement, driveway, parkway drains, power pole relocations, water meters removals, sewer improvements, parkway landscaping etc. The developer’s engineer shall submit to the City for review and approval an engineering cost estimate for the cost of the required improvements.

Development Standards and Fees

The applicable Citywide Traffic Impact Fee for both the difference of the fees for the proposed and existing square footage and the change/intensification in land use as determined by a Trip Generation Memo or Traffic Study shall be paid to the City of Anaheim, in an amount established by the City Council Ordinance/Resolution at the issuance of a building permit. Additionally, this fee will be used to fund traffic and transportation improvements within the area impacted by this project. Said fee shall be subject to adjustment by the City Council.

That prior to issuance of building permits, applicant shall coordinate with Union Pacific Railroad and California Public Utilities Commission to ensure project construction and project operation will not interfere with the existing Union Pacific Railroad line immediately adjacent to the project site and the adjacent active at-grade railroad crossing on Lincoln Avenue. Any relocation or modification of facilities related to the railroad line and/or the active railroad crossing shall be performed prior to final building and zoning inspection at the expense of the property owner.

The applicable Citywide Sewer Impact Fee shall be paid to the City of Anaheim, in an amount established by the City Council Ordinance/Resolution, prior to the issuance of a building permit. This fee will be used to fund sewer improvements within the area impacted by this project. Said fee shall be subject to adjustment by the City Council.

The following standard development requirements are listed to assist the developer with project planning for final engineering:

Grading, soils, and drainage report shall conform to requirements of Chapter 17.04 of the Anaheim Municipal Code and City of Anaheim Grading Plan and Permit Procedures. Submit the final grading plan along with soils and drainage reports and Final WQMP to the Department of Public Works/Development Services Division for review and approval. Flatland Grading Plan Procedures and submittal requirements are available on the Department of Public Works, Development Services' website at <http://www.anaheim.net/506/Subdivisions-Development-Services>. Please be aware that all flatwork demolition shall be submitted as part of the grading plans, and the demolition of the existing buildings (vertical structures only) shall be per separate Building Permit from the Building Department. On-site pavement shall be as per the recommendations of the project's soils report.

The developer shall submit street improvement plans, obtain a right of way construction permit, and post a security (Performance and Labor & Materials Bonds) in an amount approved by the City Engineer and in a form approved by the City Attorney for the construction of all required off-site and public improvements within the City street right of way of Lincoln Avenue. Improvements shall conform to the General Specific Plan requirements and as approved by the City Engineer. The street improvement plans shall include all traffic related improvements adjacent to the project site including all driveways, utility installations, signing and striping, and all other offsite work.

Developer shall be responsible for any utility relocations and any utility relocation shall be in conformance with the pertinent Public Utility requirements, standards, and permits.

Recommended Conditions of Approval

Conditions of approval are typically not provided for conceptual development review. As a result, conditions of approval from Development Services will be provided for future submittals for discretionary approval. Please note that subsequent plan checks are subject to additional comments.

Cc: Raul Garcia, Development Services Manager
Mike Eskander, Principal Civil Engineer

City of Anaheim
INTERDEPARTMENTAL REVIEW COMMITTEE


Planner: Wayne G. Carvalho

Case No.: DEV2018-00025 PRE2018-00007

Date: May 9, 2018

Address: 1512-1530 W. Lincoln Ave.
(Conceptual Review: OCTA Transit Security and Operations Center)

Department: Public Utilities Department, Water Engineering Division

Contact:  Philip Bogdanoff, Water Planning & Resources Manager
(714) 765-4420
pbogdanoff@anaheim.net

I have reviewed the above case. Please see the following comments and conditions for more details:

COMMENTS:

Recommended Plan Corrections/Additional Information Required:

1. All existing water services shall conform to current Water Division standards. If the existing 2-inch domestic water service, meter, or meter box are found to not meet current City standards, are not adequately sized, or are otherwise no longer needed, the service shall be cut and capped at the main and new services shall be installed per current City standards.
2. If the total new or modified landscaping area exceeds 1,000 square feet, a separate water service lateral, meter, and backflow prevention device shall be installed for irrigation.
3. If the new building will have fire sprinklers, a separate water service line for fire protection shall be installed. Refer to the Water Services Standard Specifications (WSSS) Standard Drawings No. W-220 and W-222 for typical concrete pad sizes for fire line backflow prevention devices.
4. All water services for this property (domestic, irrigation, and fire protection) shall require a backflow prevention device to be installed above ground and behind the building setback line as determined by the Planning Department.
5. The following minimum clearances shall be provided around all new and existing public water facilities (e.g. fire hydrants, service laterals, meters, meter boxes, backflow devices, etc.):
 - a. 10 feet from structures, footings, walls, stormwater BMPs, power poles, street lights, and trees.

- b. 5 feet from driveways, BCR/ECR of curb returns, and all other utilities (e.g. storm drain, gas, electric, etc.) or above ground facilities.
6. Prior to presenting the site plan to Planning Commission, the location of all proposed water services, meters, and backflow prevention assemblies (domestic, irrigation, and firelines) shall be approved by Water Engineering and the Planning Department and shown on the proposed site plan.

General Development Requirements (the following standard development requirements are being provided to assist with project planning):

1. All new water mains, services, meters, backflow devices, laterals, fire hydrants, and appurtenances shall be designed and installed in accordance with the Public Utilities Department Water Engineering *Administrative Procedures and Design Guidelines* and the *Water Services Standard Specifications*, both of which are available on the Public Utilities Department's website at: <http://www.anaheim.net/710/Customer-Manual>.
2. Water throughout southern California, including Anaheim, is naturally very high in total hardness and in overall mineral content. These constituent levels do not cause any adverse health effects, however you may need to consider this in your selection of a pre-treatment system (i.e., water softener to reduce hardness), plumbing fixtures, landscape plantings, etc. Please feel free to refer to Anaheim's latest Water Quality Report for a detailed report of constituent levels, at: <http://www.anaheim.net/657/Water-Quality>.
3. If this is a new project with a landscaping area (including pools or other water features) exceeding 500 square feet, or a rehabilitated project with an aggregate landscape area equal to or greater than 2,500 square feet, a Landscape Documentation Package and a Certification of Completion are required for compliance with Chapter 10.19 of the Anaheim Municipal Code, Ordinance No. 6355 relating to landscape water efficiency, and the Guidelines for Implementation of the Landscape Water Efficiency Ordinance. Compliance with these code requirements is required at the time of issuance of building permits.
4. If this is a non-residential project with a landscaping area (including pools or other water features) exceeding 1,000 square feet, or a residential project with a landscaping area (including pools or other water features) exceeding 2,500 square feet, a separate irrigation meter shall be installed in compliance with Chapter 10.19 of the Anaheim Municipal Code, Ordinance No. 6355 relating to landscape water efficiency, and the Guidelines for Implementation of the Landscape Water Efficiency Ordinance. Compliance with these code requirements is required at the time of issuance of building permits.
5. If this project is located within the Anaheim Resort Area, installation of large water meters and fire service assemblies must comply with the screening requirements of Ordinance No. 5156 and Chapter 18.46 of the Anaheim Municipal Code. Compliance with this code requirement is required prior to issuance of building permits.
6. All above ground equipment (including large water meters and backflow prevention assemblies) must be installed behind the building setback line and screened in accordance with Anaheim Municipal Code Section 18.38.160.

Estimate of Special Assessment/Impact Fees: None.

RECOMMENDED CONDITIONS OF APPROVAL:

NO.	CONDITIONS OF APPROVAL	RESPONSIBLE DEPARTMENT
<i>PRIOR TO ISSUANCE OF GRADING PERMITS</i>		
431.	The Owner/Developer shall submit a set of improvement plans for Public Utilities Water Engineering review and approval in determining the conditions necessary for providing water service to the project.	Public Utilities Water Engineering
<i>PRIOR TO ISSUANCE OF BUILDING PERMITS</i>		
420.	A private water system with separate water service for fire protection, domestic water, and irrigation shall be provided and shown on plans submitted to the Water Engineering Division of the Anaheim Public Utilities Department.	Public Utilities Water Engineering
421.	All backflow equipment shall be located above ground outside of the street setback area in a manner fully screened from all public streets and alleys. Any backflow assemblies currently installed in a vault will have to be brought up to current standards. Any other large water system equipment shall be installed to the satisfaction of the Water Engineering Division outside of the street setback area in a manner fully screened from all public streets and alleys. Said information shall be specifically shown on plans and approved by Water Engineering and Cross Connection Control Inspector.	Public Utilities Water Engineering
422.	All requests for new water services, backflow equipment, or fire lines, as well as any modifications, relocations, or abandonments of existing water services, backflow equipment, and fire lines, shall be coordinated and permitted through Water Engineering Division of the Anaheim Public Utilities Department.	Public Utilities Water Engineering
426.	All existing water services and fire services shall conform to current Water Services Standards Specifications. Any water service and/or fire line that does not meet current standards shall be upgraded if continued use is necessary or abandoned if the existing service is no longer needed. The Owner/Developer shall be responsible for the costs to upgrade or to abandon any water service or fire line.	Public Utilities Water Engineering
430.	The Owner/Developer shall submit to the Public Utilities Department Water Engineering Division an estimate of the maximum fire flow rate and maximum day and peak hour water demands for the project. This information will be used to determine the adequacy of the existing water system to provide the estimated water demands. Any off-site water system improvements required to serve the project shall be done in accordance with Rule No.	Public Utilities Water Engineering

NO.	CONDITIONS OF APPROVAL	RESPONSIBLE DEPARTMENT
	15A.1 of the Water Utility Rates, Rules, and Regulations.	
<i>PRIOR TO FINAL BUILDING AND ZONING INSPECTION</i>		
443.	Owner/Developer shall install an approved backflow prevention assembly on the water service connection(s) serving the property, behind property line and building setback in accordance with Public Utilities Department Water Engineering Division requirements.	Public Utilities Water Engineering
<i>GENERAL CONDITIONS</i>		
439.	The following minimum clearances shall be provided around all new and existing public water facilities (e.g. fire hydrants, service laterals, meters, meter boxes, backflow devices, etc.): <ul style="list-style-type: none"> • 10 feet from structures, footings, walls, stormwater BMPs, power poles, street lights, and trees. • 5 feet from driveways, BCR/ECR of curb returns, and all other utilities (e.g. storm drain, gas, electric, etc.) or above ground facilities. 	Public Utilities Water Engineering
441.	No public water mains or laterals allowed under driveways, parking stalls or parking lots.	Public Utilities Water Engineering
442.	All fire services 2-inch and smaller shall be metered with a UL listed meter, Hersey Residential Fire Meter with Translator Register, no equals.	Public Utilities Water Engineering

DRAFT

EXHIBIT B: PROPOSED AGREEMENT

1 **PROPOSED AGREEMENT NO. C- 9-0965**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5
6 **THIS AGREEMENT** is effective as of this _____ day of _____, 2019 ("Effective
7 Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box
8 14184, Orange, CA 92863-1584, a public corporation of the State of California (hereinafter referred to as
9 "AUTHORITY"), , , , (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to provide for the preparation
12 of plans, specifications and estimate services; and

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

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

16 **WHEREAS**, CONSULTANT wishes to perform these services; and

17 **WHEREAS**, the AUTHORITY's Board of Directors authorized this Agreement on _____;

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

20 **ARTICLE 1. COMPLETE AGREEMENT**

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

26 /

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

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

C. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY.

D. Should the services of any key person become no longer available to CONSULTANT, the

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

6 **ARTICLE 4. TERM OF AGREEMENT**

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

10 **ARTICLE 5. PAYMENT**

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

14 B. The following schedule shall establish the firm fixed payment to CONSULTANT by
 15 AUTHORITY for each work task set forth in the Scope of Work. The schedule shall not include any
 16 CONSULTANT expenses not approved by AUTHORITY including but not limited to reimbursement for
 17 local meals.

<u>Task</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Project Management	.00
2	Agency Coordination and Public Outreach	.00
3	Architectural and Engineering Design Studies and Reports	.00
4	Architectural and Engineering Design PS&E Package	.00
5	Construction Bid Phase Support	.00
6	Construction Monitoring and Support	.00
7	Project Closeout / As-Builts	<u>.00</u>
TOTAL FIRM FIXED PRICE PAYMENT		<u>.00</u>

1
2 C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to
3 the work actually completed by CONSULTANT. Percentage of work completed shall be documented in
4 a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted
5 by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by
6 AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to
7 make full payment for any task listed in paragraph B of this Article until such time as CONSULTANT has
8 documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed all work required
9 under the task. AUTHORITY's payment in full for any task completed shall not constitute AUTHORITY's
10 final acceptance of CONSULTANT's work under such task; final acceptance shall occur only when
11 AUTHORITY's release of the retention described in paragraph D.

12 D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations
13 under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice
14 submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and shall
15 be paid to CONSULTANT within sixty (60) days of payment of final invoice, unless AUTHORITY elects
16 to audit CONSULTANT's records in accordance with Article 17 of this Agreement. If AUTHORITY elects
17 to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of completion of
18 such audit in an amount reflecting any adjustment required by such audit. CONSULTANT agrees to
19 release subcontractor retention within thirty (30) calendar days after the Subconsultants work is
20 satisfactory completed. These prompt payment provisions are required to be incorporated in all
21 subcontract agreements issued by CONSULTANT. During the term of the Agreement, at its sole
22 discretion, AUTHORITY reserves the right to release all or a portion of the retained amount based on
23 CONSULTANT's satisfactory completion of certain milestones. CONSULTANT shall invoice
24 AUTHORITY for the release of the retention in accordance with Article 5.

25 E. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in
26 duplicate to AUTHORITY's Accounts Payable office. CONSULTANT may also submit invoices

1 electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net. Each invoice
2 shall be accompanied by the monthly progress report specified in paragraph C of this Article.
3 AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each
4 invoice. Each invoice shall include the following information:

- 5 1. Agreement No. C- 9-0965;
- 6 2. Specify the task number for which payment is being requested;
- 7 3. The time period covered by the invoice;
- 8 4. Total monthly invoice (including project-to-date cumulative invoice amount) and
9 retention;
- 10 5. Monthly Progress Report;
- 11 6. Weekly certified payroll for personnel subject to prevailing wage requirements, if
12 applicable;
- 13 7. Certification signed by the CONSULTANT or his/her designated alternate that a) The
14 invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
15 information included with the invoice is true, complete and correct in all material respects; c) All payments
16 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
17 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
18 invoice does not include any amount which CONSULTANT intends to withhold or retain from a
19 subcontractor or supplier unless so identified on the invoice;
- 20 8. Any other information as agreed or requested by AUTHORITY to substantiate the
21 validity of an invoice.

22 **ARTICLE 6. PROMPT PAYMENT CLAUSE**

23 A. AUTHORITY has adopted a prompt payment provision on all U.S. DOT-assisted contracts to
24 facilitate timely payment to all Subconsultants in accordance with regulatory mandates. Pursuant to 49
25 CFR Part 26.29, AUTHORITY will include the following clause in each U.S. DOT-assisted contract:

26 B. "CONTRACTOR agrees to pay each Subconsultant under this Contract for satisfactory

1 performance of its contract no later than seven (7) days from the receipt of each payment CONSULTANT
2 receives from AUTHORITY. CONSULTANT agrees further to return retainage payments to each
3 Subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and
4 accepted including incremental acceptances of portions of the Agreement work by AUTHORITY. Any
5 delay or postponement of payment from the above referenced time frame may take place only for good
6 cause and with AUTHORITY's prior written approval." CONSULTANT shall incorporate this clause
7 verbatim, set forth above, in all subcontract, broker, dealer, vendor, supplier, purchase order or other
8 source agreements issued to both DBE and non-DBE firms.

9 C. Any violation of the provisions listed above shall subject the violating CONSULTANT to the
10 penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and
11 Professions Code. This requirement shall not be construed to limit or impair any contractual,
12 administrative or judicial remedies otherwise available to CONSULTANT or Subconsultant in the event
13 of a dispute involving late payment or nonpayment by CONSULTANT; deficient Subconsultant
14 performance and/or noncompliance by a Subconsultant.

15 D. Failure to comply with this provision without prior approval from AUTHORITY will constitute
16 noncompliance, which may result in the application of appropriate administrative sanctions, including, but
17 not limited to, a penalty of two percent (2%) of the invoice amount due per month, for every month that
18 full payment is not made.

19 **ARTICLE 7. MAXIMUM OBLIGATION**

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

25 **ARTICLE 8. NOTICES**

26 All notices hereunder and communications regarding the interpretation of the terms of this

1 Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing
2 said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and
3 addressed as follows:

4 To CONSULTANT:

To AUTHORITY:

5 Orange County Transportation Authority

6 550 South Main Street

7 P.O. Box 14184

8 Orange, CA 92863-1584

9 ATTENTION:

ATTENTION: Irene Green

10 Senior Contract Administrator

11 Phone:

Phone: (714) 560 – 5317

12 Email:

Email: igreen@octa.net

13 Cc: George Olivo, Project Manager

14 Phone: (714) 560-5872

15 Email: golivo@octa.net

16 **ARTICLE 9. INDEPENDENT CONTRACTOR**

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

24 /

25 /

26 /

1 **ARTICLE 10. INSURANCE**

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

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

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

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

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

13 5. Professional Liability with minimum limits of \$2,000,000.00 per claim.

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

22 C. CONSULTANT shall include on the face of the certificate of insurance the Agreement Number
23 C- 9-0965; and, the Contract Administrator's Name, Irene Green.

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

26 E. CONSULTANT shall be required to immediately notify AUTHORITY of any modifications or

1 cancellation of any required insurance policies.

2 **ARTICLE 11. ORDER OF PRECEDENCE**

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

4 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 9-0965, (3)
5 CONSULTANT's technical proposal dated; initial cost proposal dated and final cost proposal dated and
6 (4) all other documents, if any, cited herein or incorporated by reference.

7 **ARTICLE 12. CHANGES**

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

16 **ARTICLE 13. DISPUTES**

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

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

1 settled in accordance with the laws of the State of California.

2 **ARTICLE 14. TERMINATION**

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

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

22 **ARTICLE 15. INDEMNIFICATION**

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

1 its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of
 2 the performance of this Agreement.

3 **ARTICLE 16. ASSIGNMENTS AND SUBCONTRACTS**

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

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

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

18 **ARTICLE 17. ACCESS TO RECORDS AND REPORTS**

19 CONSULTANT shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the
 20 Comptroller General of the United States, or other agents of AUTHORITY, such access to
 21 CONSULTANT's accounting books, records, payroll documents and facilities of the CONSULTANT which
 22 are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all
 23 accounting books, records, work data, documents and activities related hereto. CONSULTANT shall
 24 maintain such books, records; data and documents in accordance with generally accepted accounting
 25 principles and shall clearly identify and make such items readily accessible to such parties during
 26 CONSULTANT's performance hereunder and for a period of four (4) years from the date of final payment

1 by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall
2 also extend to all first-tier subcontractors identified in Article 16 of this Agreement. CONSULTANT shall
3 permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts
4 and transcriptions as reasonably necessary.

5 **ARTICLE 18. CONFLICT OF INTEREST**

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

16 **ARTICLE 19. CODE OF CONDUCT**

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

20 **ARTICLE 20. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

21 CONSULTANT and all Subconsultants performing work under this Agreement, shall be
22 prohibited from concurrently representing or lobbying for any other party competing for a contract with
23 AUTHORITY, either as a prime consultant or Subconsultant. Failure to refrain from such
24 representation may result in termination of this Agreement.

25 **ARTICLE 21. FEDERAL, STATE AND LOCAL LAWS**

26 CONSULTANT warrants that in the performance of this Agreement, it shall comply with all

1 applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and
2 regulations promulgated thereunder.

3 **ARTICLE 22. EQUAL EMPLOYMENT OPPORTUNITY**

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

11 **ARTICLE 23. CIVIL RIGHTS ASSURANCE**

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

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

19 B. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the
20 Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and
21 retention of subcontractors, including procurements of materials and leases of equipment. The
22 CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section
23 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth
24 in Appendix B of the Regulations.

25 C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all
26 solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be

1 performed under a subcontract, including procurements of materials or leases of equipment, each
2 potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's
3 obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of
4 race, color, or national origin.

5 D. Information and Reports: CONSULTANT shall provide all information and reports required
6 by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records,
7 accounts, other sources of information and its facilities as may be determined by the AUTHORITY to be
8 pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information
9 required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this
10 information the CONSULTANT shall so certify to the AUTHORITY as appropriate and shall set forth what
11 efforts it has made to obtain the information.

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

15 6. Withholding of payments to the CONSULTANT under the Agreement until the
16 CONSULTANT complies; and/or

17 7. Cancellation, termination, or suspension of the Agreement, in whole or in part.

18 F. Title VI of the Civil Rights Act: In determining the types of property or services to acquire, no
19 person in the United States shall, on the grounds of race, color, or national origin, be excluded from
20 participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program
21 or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of 1964, as
22 amended, 42 U.S.C. Sections 2000d et seq. and DOT regulations, "Nondiscrimination in Federally
23 Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of
24 1964," 49 CFR Part 21. In addition, FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for
25 FTA Recipients," 05-13-07, provides FTA guidance and instructions for implementing DOT's Title
26 VI regulations.

1 G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101
2 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and
3 services of public entities, as well as imposes specific requirements on public and private providers of
4 transportation.

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

14 **ARTICLE 24. RACE-CONSCIOUS DBE CONTRACT PROVISIONS FOR DOT-ASSISTED**
15 **CONSULTANT CONTRACTS**

16 At the time of Agreement execution, CONSULTANT committed to utilize one or more
17 Disadvantaged Business Enterprise (“DBE”) firms in the performance of this U.S. DOT-assisted contract.
18 CONSULTANT agrees to ensure that any DBE Subconsultant listed on the “DBE Participation
19 Commitment Form” (Attachment A-1), will perform work and/or supply materials pursuant to all original
20 commitments, unless otherwise directed and/or approved by AUTHORITY prior to CONSULTANT
21 effectuating any changes to its DBE participation commitment. CONSULTANT shall comply with all the
22 requirements set forth in Attachment “A” entitled, “DISADVANTAGED BUSINESS ENTERPRISE (DBE)
23 CONTRACT PROVISIONS FOR U.S. DOT-ASSISTED CONTRACTS,” which is attached to, and
24 incorporated herein by reference to this Agreement.

25 **ARTICLE 25. PROHIBITED INTERESTS**

26 A. CONSULTANT covenants that, for the term of this Agreement, no director, member, officer

1 or employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall have any
2 interest, direct or indirect, in this Agreement or the proceeds thereof.

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

5 **ARTICLE 26. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

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

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

26 /

ARTICLE 27. PATENT AND COPYRIGHT INFRINGEMENT

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

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

ARTICLE 28. FINISHED AND PRELIMINARY DATA

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

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

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

12 **ARTICLE 29. DESIGN WITHIN FUNDING LIMITATIONS**

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

23 B. CONSULTANT will promptly advise AUTHORITY if it finds that the project being designed will
24 exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these
25 limitations. Upon receipt of such information, AUTHORITY will review CONSULTANT's revised estimate
26 of construction cost. AUTHORITY may, if it determines that the estimated construction contract price is

1 so low that award of a construction contract not in excess of such estimate is improbable, authorize a
2 change in scope or materials as required to reduce the estimated construction cost to an amount within
3 the estimated construction contract price set forth by AUTHORITY, or AUTHORITY may adjust such
4 estimated construction contract price. When bids or proposals are not solicited or are unreasonably
5 delayed, AUTHORITY shall prepare an estimate of constructing the design submitted and such estimate
6 shall be used in lieu of bids or proposals to determine compliance within the funding limitation.

7 **ARTICLE 30. REQUIREMENTS FOR REGISTRATION OF DESIGNERS**

8 All design and engineering work furnished by CONSULTANT shall be performed by or under the
9 supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in the
10 State of California, by personnel who are careful, skilled, experienced and competent in their respective
11 trades or professions, who are professionally qualified to perform the work in accordance with the contract
12 documents and who shall assume professional responsibility for the accuracy and completeness of the
13 design documents and construction documents prepared or checked by them.

14 **ARTICLE 31. COVENANT AGAINST CONTINGENT FEES**

15 CONSULTANT warrants that he/she has not employed or retained any company or person, other
16 than a bona fide employee working for the consultant; to solicit or secure this Agreement; and that he/she
17 has not paid or agreed to pay any company or person other than a bona fide employee, any fee,
18 commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from
19 the award, or formation of this Agreement. For breach or violation of this warranty, the AUTHORITY shall
20 have the right to annul this Agreement without liability, or at its discretion; to deduct from the Agreement
21 price or consideration, or otherwise recover the full amount of such fee, commission, percentage,
22 brokerage fee, gift, or contingent fee.

23 **ARTICLE 32. LOBBYING**

24 CONSULTANTS who apply or bid for an award of \$100,000 or more shall file the certification
25 required by 49 CFR part 20, "New Restrictions on Lobbying". Each tier certifies to the above that it will
26 not or has not used Federal appropriated funds to pay any person or organization for influencing or

1 attempting to influence an officer or employee of any agency, a member of Congress, officer or employee
2 of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,
3 grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any
4 registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on
5 its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31
6 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

7 **ARTICLE 33. HEALTH AND SAFETY REQUIREMENTS**

8 CONSULTANT shall comply with all the requirements set forth in Exhibit G, titled "Modified Level
9 1, 2 and 3 SAFETY SPECIFICATIONS." As used therein, "Contractor" shall mean "Consultant," and
10 "Subcontractor" shall mean "Subconsultant."

11 **ARTICLE 34. CONTRACTOR PURCHASED EQUIPMENT**

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

18 B. CONSULTANT shall maintain an inventory record for each piece of equipment purchased
19 that will be paid for by the AUTHORITY. The inventory record shall include the date acquired, total cost,
20 serial number, model identification, and any other information or description necessary to identify said
21 equipment or supply. A copy of the inventory record shall be submitted to the AUTHORITY upon request.

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

1 AUTHORITY's project manager.

2 D. Any Subconsultant agreement entered into as a result of this Agreement shall contain all
3 provisions of this clause.

4 **ARTICLE 35. PRIVACY ACT**

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

12 **ARTICLE 36. INCORPORATION OF FTA TERMS**

13 All contractual provisions required by Department of Transportation (DOT), whether or not
14 expressly set forth in this document, as set forth in Federal Transit Administration (FTA) Circular 4220.1F,
15 as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all
16 FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained
17 in this Agreement. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply
18 with any requests, which would cause AUTHORITY to be in violation of the FTA terms and conditions.

19 **ARTICLE 37. FEDERAL CHANGES**

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

24 **ARTICLE 38. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

25 AUTHORITY and CONSULTANT acknowledge and agree that, notwithstanding any concurrence
26 by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent

1 the express written consent by the Federal Government, the Federal Government is not a party to this
2 Agreement and shall not be subject to any obligations or liabilities to the AUTHORITY, CONSULTANT,
3 or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the
4 underlying Agreement. CONSULTANT agrees to include these requirements in all of its subcontracts.

5 **ARTICLE 39. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND**
6 **RELATED ACTS**

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

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

23 **ARTICLE 40. RECYCLED PRODUCTS**

24 CONSULTANT shall comply with all the requirements of Section 6002 of the Resource
25 Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the
26 regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement

1 of the items designated in subpart B of 40 CFR Part 247. CONSULTANT agrees to include this
2 requirement in all of its subcontracts.

3 **ARTICLE 41. ENERGY CONSERVATION REQUIREMENTS**

4 CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency,
5 which are contained in the state energy conservation plan issued in compliance with the Energy Policy
6 Conservation Act.

7 **ARTICLE 42. CLEAN AIR**

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

13 **ARTICLE 43. CLEAN WATER REQUIREMENTS**

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

19 **ARTICLE 44. FLY AMERICA REQUIREMENT**

20 CONSULTANT agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance
21 with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that
22 recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air
23 carriers for the U.S. Government-financed international air travel and transportation of their personal
24 effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter
25 of necessity, as defined by the Fly America Act. CONSULTANT shall submit, if a foreign air carrier was
26 used, an appropriate certification or memorandum adequately explaining why service by a U.S. carrier

1 was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a
2 certificate of compliance with the Fly America requirements. CONSULTANT agrees to include the
3 requirements of this section in all subcontracts that may involve international air transportation.

4 **ARTICLE 45. SEISMIC SAFETY REQUIREMENTS**

5 CONSULTANT agrees that any new building or addition to an existing building will be designed
6 and constructed in accordance with the standards for Seismic Safety required in Department of
7 Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent
8 required by the regulation. CONSULTANT also agrees to ensure that all work performed under this
9 contract including work performed by a subcontractor is in compliance with the standards required by the
10 Seismic Safety Regulations and the certification of compliance issued on the project.

11 **ARTICLE 46. DEBARMENT AND SUSPENSION**

12 CONSULTANT shall not do business with a subcontractor or other participant who is debarred,
13 suspended or otherwise disqualified. CONSULTANT shall comply with 2 CFR Part 180, as adopted and
14 supplemented by 2 CFR Part 1200. CONSULTANT shall include these requirements in any lower tier
15 covered transaction it enters into.

16 **ARTICLE 47. PROHIBITION**

17 Consultant, including all subcontractors (at any tier) regardless of the level of services provided by said
18 subcontractor(s), that is awarded this contract for PS&E for the Transit Security and Operations Center
19 Project is prohibited from participation (at any tier) on any team pertaining to construction management
20 services and construction services for the delivery of the Transit Security and Operations Center Project.

21 **ARTICLE 48. FORCE MAJEURE**

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

1 and provided further that such nonperformance is unforeseeable, beyond the control and is not due to
2 the fault or negligence of the party not performing

3 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C- 9-0965 to be
4 executed as of the date of the last signature below.

5 **CONSULTANT**

ORANGE COUNTY TRANSPORTATION AUTHORITY

6
7 By: _____

By: _____

8 Darrell E. Johnson
Chief Executive Officer

9 Date: _____

Date: _____

10
11 **APPROVED AS TO FORM:**

12
13 By: _____

14 James M. Donich
General Counsel

15 Date: _____

16
17 **APPROVED:**

18
19 By: _____

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

21 Date: _____
22
23
24
25
26

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S. DOT-ASSISTED CONTRACTS

I. DBE Participation

It is the CONSULTANT'S responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and AUTHORITY's DBE program developed pursuant to these regulations.

If CONSULTANT has committed to utilize a DBE in the performance of this U.S. DOT-assisted contract, CONSULTANT'S submitted "DBE Participation Commitment Form," in combination with the executed subcontract and/or purchase order will be utilized to monitor CONSULTANT'S DBE commitment. Unless otherwise directed and/or approved by AUTHORITY prior, CONSULTANT must not effectuate any changes to its DBE participation commitment.

CONSULTANT must complete and submit all required DBE documentation to effectively capture DBE utilization on AUTHORITY's U.S. DOT-assisted contracts whether achieved race neutrally or race consciously. No changes to CONSULTANT'S DBE commitment shall be made until proper review and approval by AUTHORITY is rendered in writing.

To ensure full compliance with the requirements of 49 CFR, Part 26 and AUTHORITY's DBE Program, CONSULTANT must:

- A. Take appropriate actions to ensure that it will satisfy good faith efforts to meet the DBE agreement goal and continue to meet the DBE commitment made at award, when change orders or other modifications alter the dollar amount of the Agreement or the distribution of work. CONSULTANT must apply and report its DBE goal commitment against the total Agreement value, including any change orders and/or amendments.

II. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation ("U.S. DOT"), AUTHORITY has adopted a Disadvantaged Business Enterprise ("DBE") Policy and Program in conformance with Title 49 CFR, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

The project is subject to these stipulated regulations and AUTHORITY's DBE Program. To ensure that AUTHORITY achieves its overall DBE Program goals and objectives, AUTHORITY encourages the participation of DBEs as defined in 49 CFR, Part 26, in the performance of agreements financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of AUTHORITY to:

Fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in AUTHORITY's U.S. DOT-assisted contracts and subcontracts. AUTHORITY is firmly committed to the DBE Program objectives, which are designed to:

- A. Ensure non-discrimination in the award and administration of AUTHORITY's U.S. DOT-assisted contracts;
- B. Create a level playing field by which DBE's can fairly compete for AUTHORITY's U.S. DOT-assisted contracts;
- C. Ensure that AUTHORITY's DBE Program and Overall Goals are narrowly tailored in accordance with applicable law;
- D. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBE's in the AUTHORITY's DBE Program;
- E. Help remove barriers which impede the participation of DBE's in AUTHORITY's U.S. DOT-assisted contracts;
- F. Promote the use of DBE's in all types of U.S. DOT-assisted contracts and procurement activities conducted by AUTHORITY;
- G. Provide training and other assistance through our resource partners to address capital, bonding, and insurance needs;
- H. Assist in the development of DBE firms that can compete successfully in the marketplace outside of the DBE Program; and
- I. Establish and provide opportunities for DBEs by providing flexibility in the implementation of AUTHORITY's DBE Program.

CONSULTANT must not discriminate on the basis of race, color, national origin, or sex in the award and performance of Subconsultant. Any terms used in this section that are defined in 49 CFR, Part 26, or elsewhere in the Regulations, must have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and AUTHORITY's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations must prevail.

III. AUTHORITY's DBE Policy Implementation Directives

Pursuant to the provisions associated with Title 49 CFR, Part 26, the Disadvantaged Business Enterprise ("DBE") Program exists to ensure participation, equitable competition, and assistance to participants in the U.S. DOT DBE program. Accordingly, based on the AUTHORITY's analysis

of its past utilization data, coupled with Overall Goal Methodology findings and examination of similar Agencies' disparity studies, AUTHORITY's DBE Program is implemented utilizing both race-conscious and race-neutral means. When a contract-specific DBE goal is assigned to a project, meeting the contract-specific goal by committing to utilize DBEs, or documenting a bona fide good faith effort to do so, is a condition of award.

A. Definitions

The following definitions apply to the terms used in these provisions:

1. **"Disadvantaged Business Enterprise (DBE)"** means a small business concern:
 - (a) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
3. **"Socially and Economically Disadvantaged Individuals"** means any individual who is a citizens (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
 - a) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
 - b) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa";
 - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race";
 - iii. "Native Americans," which includes persons who are enrolled

- members of a federally or State recognized Indian tribe, Alaskan Natives, or Native Hawaiians”;
- iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong”;
 - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;”
 - vi. Women; and
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- c) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
4. **“Owned and Controlled”** means a business: (a) which is at least 51 percent owned by one or more “Socially and Economically Disadvantaged Individuals” or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more “Socially and Economically Disadvantaged Individuals”; and (b) whose management and daily business operations are controlled by one or more such individuals.
 5. **“Manufacturer”** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the CONSULTANT.
 6. **“Regular Dealer”** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Agreement are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
 7. **“Fraud”** includes a firm that does not meet the eligibility criteria of being a certified DBE and attempts to participate in a U.S. DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations, or under circumstances indicating a serious lack of business integrity or honesty. AUTHORITY may take enforcement action under 49 CFR, Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to

such action under 49 CFR, Part 31. AUTHORITY may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise, violates applicable Federal statutes.

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

B. “Social Disadvantage”

1. The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
2. The individual must demonstrate that he/she has personally suffered social disadvantage.
3. The individual's social disadvantage must be rooted in treatment which he/she has experienced in American society, not in other countries.
4. The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.
5. The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
6. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

C. “Economic Disadvantage”

1. The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.
2. The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

IV. Submission of DBE Information and Ongoing Reporting Requirements (Post-Award)

If there is a DBE goal and/or DBE commitment on the Agreement, CONSULTANT must complete and submit within the specified timelines, the following DBE documentation, electronically through e-mail or an AUTHORITY-approved electronic reporting system consistent with CONSULTANT'S DBE goal commitment:

- A. "Monthly DBE Subconsultant Commitment and Attainment Report Summary and Payment Verification" (Form 103)

The purpose of this form is to ensure CONSULTANT DBE commitments are attained, properly reported, and credited in accordance with DBE crediting provisions based on the capacity the DBE performs the scope of work/service. This form further serves to collect DBE utilization data required under 49 CFR, Part 26.

The CONSULTANT is required to complete and submit this form to AUTHORITY by the 10th of each month until completion of the Agreement. CONSULTANT must submit first Form 103 following the first month of Agreement activity. Even if no DBE participation will be reported within a period, CONSULTANT must execute and return the form.

The Form 103 must include the following information:

1. General Agreement Information – Including Agreement Number and Title, CONSULTANT Name and the following:
 - a) Original Agreement Amount
 - b) Running Total of Change Order Amount
 - c) Current Agreement Amount
 - d) Amount Paid to CONSULTANT during Month
 - e) Amount Paid to CONSULTANT from Inception to Date
 - f) DBE Contract Goal
 - g) Total Dollar Amount of DBE Commitment
 - h) DBE Commitment as Percentage of Current Agreement Amount

2. Listed and Proposed CONSULTANT/Subconsultant Information – For All DBE participation being claimed either race-neutrally or race-consciously, regardless of tier:
 - a) DBE Firm Name, Address, Phone Number, DBE Capacity Type, Certification Type and Certification Number.
 - b) DBE Firm Contract Value Information:
Original Contract Amount, running total of change order amount, Current Contract Amount, Amount Paid to CONSULTANT or Subconsultant(s) During Month and Amount Paid to CONSULTANT or Subconsultant(s) to date.

CONSULTANT is advised not to report the participation of DBE(s) toward the CONSULTANT'S DBE attainment until the amount being claimed has been paid to the DBE.

3. CONSULTANT Assurance of Full Compliance with Prompt Payment Provisions

CONSULTANT must sign the prompt payment assurance statement of compliance contained within the Monthly Form 103, providing assurance that timely payments have been issued to all Subconsultants in accordance with regulatory mandates and as required by 49 CFR Part 26.29.

4. CONSULTANT Payment Verification Summary

CONSULTANT is to further maintain and submit a Verification of Payment Summary inclusive of a detailed running tally of related invoices submitted by DBE(s) and non-DBE(s), including dates of invoice submission, dates accepted and corresponding dates and amount of payment made. The Verification of Payment Summary must also include:

DBE(s) and non DBE(s) invoice number, invoice amount, invoice date, CONSULTANT'S invoice number that incorporated the corresponding DBE and non-DBE invoice(s) for billing purposes, date of invoice submission to AUTHORITY, date and amount AUTHORITY paid on CONSULTANT'S Invoice. The report must reflect a breakout of retention withheld (including retention as specified in subcontract agreement(s) and disputed invoice retention) and retention payments made, check number and date paid to DBEs and non-DBEs.

CONSULTANT to submit a Verification of Payment Summary with the Monthly Form 103 submission for each DBE firm in which CONSULTANT has reflected a value paid within the reporting period. Verification of Payment Summary must be signed by the

applicable DBE and submitted with Form 103 to authenticate reported payments.

B. "Monthly DBE Trucking Verification" Form

Prior to the 10th of each month, CONSULTANT must submit documentation on the "Monthly DBE Trucking Verification," Form to AUTHORITY showing the amount paid to DBE trucking companies. CONSULTANT must also obtain and submit documentation to AUTHORITY showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, CONSULTANT may count only the fee or commission the DBE receives as a result of the lease arrangement.

CONSULTANT must also obtain and submit documentation to AUTHORITY showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month.

C. DBE Subcontract Agreements

CONSULTANT must submit to AUTHORITY copies of executed subcontracts and/or purchase orders (PO) for all DBE firms participating on the contract within ten (10) working days of award. CONSULTANT must immediately notify AUTHORITY in writing, of any problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time.

D. Semi-Annual Subconsultant Paid Report Summary

AUTHORITY will require CONSULTANT (inclusive of DBE primes) to report payment data to lower-tiers on a semi-annual basis each year, using the "Semi-Annual Subconsultant Paid Report Summary." These reports will capture payments to CONSULTANT and payments to non-DBEs within the respective reporting period. Reported payments to lower-tiers must include a signed payment verification form.

CONSULTANT will adhere to the following submittal schedule:

- April 10th Report, reporting period: October 1st through March 31st
- October 10th Report, reporting period: April 1st through September 30th

E. Final Report-Utilization of Disadvantaged Business Enterprises (DBE)

Upon completion of the project, CONSULTANT must complete and submit a "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), Subconsultants," certified correct by CONSULTANT or the CONSULTANT'S authorized representative, to facilitate reporting and capturing DBE attainments at conclusion of the project. The form

must be furnished to AUTHORITY within thirty (30) days from the date of the project. The amount of ten-thousand dollars (\$10,000) will be withheld from payment until a satisfactory form is submitted.

F. Disadvantaged Business Enterprises (DBE) Certification Status Change

If a DBE Subconsultant is decertified during the life of the project, the decertified Subconsultant must notify the CONSULTANT in writing with the date of decertification. If a Subconsultant becomes a certified DBE during the life of the project, the Subconsultant must notify CONSULTANT in writing with the date of certification (Attach DBE certification/decertification letter). CONSULTANT must furnish the written documentation to AUTHORITY within ten (10) days of receipt. Upon completion of the project, the "Disadvantaged Business Enterprises (DBE) Certification Status Change" must be signed and certified correct by the CONSULTANT indicating the DBEs' existing certification status. If there are no changes, indicate "No Changes." The signed and certified form must be furnished to AUTHORITY within thirty (30) days from the date of project acceptance.

Failure to submit any of the required submittals above and their support documentation within the specified timeline shall result in a penalty of ten dollars (\$10) per day, per submittal document.

AUTHORITY requires CONSULTANT to maintain records and documents of payments to lower-tiers, including DBEs, for a period of four (4) years from the date of final payment by AUTHORITY, unless otherwise provided by applicable record retention requirements for CONSULTANT'S agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of AUTHORITY. This reporting requirement extends to all lower-tiers, both DBE and non-DBE.

AUTHORITY reserves the right, at its sole discretion, to demonstrate responsiveness to requirements of CFR 49 Part 26.37 by implementing the following method(s):

- a) Posting CONSULTANT payment data to a website, database, or other place accessible to Subconsultants to assist them in determining when they should expect to receive payment.
- b) Requiring CONSULTANT to use an automated reporting system, inclusive of, but not limited to, real time entry of payments made and received by CONSULTANT and their lower-tiers.

V. DBE Eligibility and Commercially Useful Function Standards

A DBE must be certified at the time of bid/proposal submission:

1. A DBE must be a small business firm defined pursuant to 13 CFR Part 121 and be

certified through the California Unified Certification Program (“CUCP”) at the time of bid submission. A listing of DBEs certified by the CUCP is available at the following source:

The CUCP web site, which can be accessed at <http://www.dot.ca.gov/hq/bep>.

2. A DBE may participate as a prime CONSULTANT, SUBCONSULTANT, joint venture partner, vendor of material or supplies, or as a trucking company.
3. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own work forces. The DBE joint venture partner must share in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest.
4. The use of joint-checks for DBE firms must be approved by AUTHORITY prior to execution, and a joint-check agreement must accompany the request to AUTHORITY.
5. A DBE must perform a commercially useful function in accordance with 49 CFR Part 26.55 (i.e. must be responsible for the execution of a distinct element of the work, and must carry out its responsibility by actually performing, managing, and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

VI. DBE Crediting Provisions

- A. When a DBE is proposed to participate in the Agreement, at any tier, only the value of the work proposed to be performed by the DBE with its own work force may be counted towards DBE participation. If CONSULTANT is a DBE joint venture participant, only the DBE proportionate interest in the joint venture must be counted.
 1. If a DBE intends to subcontract part of the work of its subcontract to a lower-tier Subconsultant, the value of the subcontracted work may be counted toward DBE participation only if the Subconsultant is a certified DBE and performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the CONSULTANT’S DBE attainment.
 2. CONSULTANT is to calculate and credit participation by eligible DBE vendors of equipment, materials, and supplies toward DBE attainment as follows:
 - a) Sixty percent (60%) of expenditures for equipment, materials, and supplies required under the Agreement obtained from a regular dealer; or

- b) One hundred percent (100%) of expenditures for equipment, materials, and supplies required under the Agreement obtained from a DBE manufacturer.
3. The following types of fees or commissions paid to DBE Subconsultants, Brokers, and Packagers may be credited toward CONSULTANT'S DBE attainment, provided that the fee or commission is reasonable and not excessive, as compared with fees or commissions customarily allowed for similar work including:
- a) Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Agreement;
 - b) Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves), when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
 - c) Fees and commissions charged for providing any insurance specifically required in the performance of the Agreement.
4. CONSULTANT may count the participation of DBE trucking companies toward DBE attainment, as follows:
- a) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
 - b) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - c) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by the DBE-owned trucks or leased trucks with DBE drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
 - f) The DBE may lease trucks without drivers from a non-DBE truck leasing company and if the DBE uses its own employees as drivers, it is entitled to

credit for the total value of these hauling services.

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

5. If the CONSULTANT listed a non-certified, 1st tier Subconsultant to perform work on this Agreement, and the non-certified Subconsultant subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subconsultant or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward DBE participation on the Agreement. If a DBE CONSULTANT performs the installation of purchased materials and supplies, they are eligible for full credit of the cost of the materials.
6. CONSULTANT is advised not to report the participation of DBE(s) toward the CONSULTANT'S DBE attainment until the amount being claimed has been paid to the DBE.

VII. DBE Substitution, Termination and On-Going Good Faith Efforts

AUTHORITY requires that CONSULTANT not terminate a DBE without AUTHORITY's prior written consent. This includes, but is not limited to, instances in which CONSULTANT seeks to perform work originally designated for a DBE with its own work force or those of an affiliate, a non-DBE firm, or with another DBE firm.

AUTHORITY will provide such written consent only if it agrees, for reasons stated in the concurrence document, that CONSULTANT has good cause to terminate the DBE firm. For purposes of this section, good cause includes the following circumstances:

- A. The listed DBE Subconsultant fails or refuses to execute a written contract;
- B. The listed DBE Subconsultant fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE Subconsultant to perform its work on the subcontract results from the bad faith or discriminatory action of CONSULTANT;
- C. The listed DBE Subconsultant fails or refuses to meet CONSULTANT'S reasonable, nondiscriminatory bond requirements;
- D. The listed DBE Subconsultant becomes bankrupt, insolvent, or exhibits credit unworthiness;

- E. The listed DBE Subconsultant is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 108, 215 and 1,200 or applicable state law;
- F. CONSULTANT has determined that the listed DBE Subconsultant is not a responsible CONSULTANT;
- G. The listed DBE Subconsultant voluntarily withdraws from the project and provides to you written notice of its withdrawal;
- H. The listed DBE is ineligible to receive DBE credit for the type of work required;
- I. A DBE owner dies or becomes disabled with the result that the listed DBE CONSULTANT is unable to complete its work on the contract;
- J. Other documented good cause that you determine compels the termination of the DBE. Provided, that good cause does not exist if CONSULTANT seeks to terminate a DBE it relied upon to obtain the Agreement so that CONSULTANT can self-perform the work for which the DBE CONSULTANT was engaged or so that CONSULTANT can substitute another DBE or non-DBE CONSULTANT after Agreement award.

Before transmitting to AUTHORITY its request to terminate and/or substitute a DBE Subconsultant, CONSULTANT must give notice in writing to the DBE, with a copy to AUTHORITY, of its intent to request to terminate and/or substitute, and the reason for the request.

CONSULTANT must give the DBE five (5) days to respond to CONSULTANT'S notice and advise AUTHORITY and CONSULTANT of the reasons, if any, why it objects to the proposed termination of its subcontract or purchase order and why AUTHORITY should not approve CONSULTANT'S action. If required in a particular case as a matter of public necessity (e.g. safety), CONSULTANT may provide a response period shorter than five (5) days.

In the event of an approved DBE substitution, termination, or failure of a DBE to complete its work on the contract for any reason, the DBE must be substituted with another DBE or adequate good faith efforts must be documented by CONSULTANT within five (5) days, to the extent needed to meet the contract-specific DBE goal. Note: The five (5) day period may be extended for an additional five (5) days if necessary, at the request of the CONSULTANT.

The substitute DBE must be certified as a DBE at the time of request for substitution. CONSULTANT shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section and is approved by AUTHORITY.

Should CONSULTANT elect to submit a good faith effort documentation in lieu of proposing additional DBE participation, AUTHORITY will review the documentation and provide a written

determination to CONSULTANT stating whether or not good faith efforts have been adequately demonstrated.

The substitute DBE cannot work on the Agreement until its work eligibility has been confirmed and required subcontracts, supplies, trucking commitments, or other services have been approved by AUTHORITY.

VIII. Additional DBE Subconsultants

In the event CONSULTANT identifies additional DBE Subconsultants or suppliers not previously identified by CONSULTANT for DBE participation under the Agreement, CONSULTANT must notify AUTHORITY by submitting "Request for Additional DBE Firm," to enable AUTHORITY to verify the firm's eligibility, capacity, CUF and ensure there is not a scope conflict with another listed firm. Proposed firms cannot be applied towards CONSULTANT'S DBE participation until approved by AUTHORITY.

CONSULTANT must also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specific value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

IX. DBE "Frauds" and "Fronts"

Only legitimate DBEs are eligible to participate as DBEs in the AUTHORITY'S U.S. DOT-assisted contracts. CONSULTANT is cautioned against knowingly and willfully using "fronts." The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse, or mismanagement of Federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; or to the following: 245 Murray Drive, Building 410, Washington, DC 20223; Telephone: (202) 406-570.

X. Dispute Resolution

All contracts in excess of five-hundred thousand dollars (\$500,000) shall contain provisions or conditions which will allow for dispute resolution remedies in instances where CONSULTANTs violate or breach DBE Program requirements, inclusive but not limited to, prompt payment and provide for such sanctions and penalties as may be appropriate.

CONSULTANT shall incorporate this Section into each subcontract related to work arising under this Agreement and shall not incorporate by reference.

CONSULTANT and Subconsultant agree to notify AUTHORITY within five (5) business days of any prompt payment and/or DBE Program disputes which cannot be settled by discussions between the parties involved.

CONSULTANT and Subconsultant further agree to proceed through informal meetings, mediation, or any combination thereof as further detailed below. Dispute submittals shall include the method(s) of dispute resolution selected, terms, timeframes, and a detailed summary of assistance being requested (as applicable).

I. INFORMAL MEETINGS:

AUTHORITY is available to assist CONSULTANT with coordination of informal meeting requests to assist in the resolution of disputes between CONSULTANT and Subconsultant. AUTHORITY's DBELO or a designated DBE support representative will conduct the informal meetings with parties in dispute. Representatives from CONSULTANT and Subconsultant for the purpose of dispute resolution, must include individuals authorized to bind each interested party. All parties must agree to the procedure.

II. Mediation

The parties to a contract may agree to endeavor to settle a dispute through informal mediation under independent third-party organizations. AUTHORITY's DBELO and her designated support staff is considered an independent third party. Submission to informal mediation is voluntary; it is not binding and offers advisory opinions.

Performance During Dispute: Unless otherwise directed by AUTHORITY, CONSULTANT and its sub tiers shall continue performance under the Agreement while matters in dispute are being resolved.

Flow Down Requirements: The dispute resolution provisions flow down to all tiers.

These provisions shall not apply to disputes between CONSULTANT and AUTHORITY. These provisions do not alter in any way or waive compliance with other provisions in the Agreement.

XI. Administrative Remedies and Enforcement

CONSULTANT must fully comply with the DBE contract requirements, including the Authority's DBE Program and Title 49 CFR, Part 26 "Participation of Disadvantaged Businesses in Department of Transportation Financial Assistance Programs," and ensure that all Subconsultants, regardless of tier, are also fully compliant. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement, or such other remedy as AUTHORITY deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;

3. Liquidated damages; and/or
4. Disqualifying CONSULTANT from future bidding/proposing as non-responsible.

In instances of identified non-compliance, a Cure Notice will be issued to CONSULTANT identifying the DBE non-compliance matter(s) and specifying the required course of action for remedy.

CONSULTANT must be given ten (10) working days from the date of the Cure Notice to remedy or to: (1) File a written appeal accompanied with supporting documentation; and/or (2) Request a hearing with AUTHORITY to reconsider AUTHORITY's DBE determination.

Failure to respond within the ten (10) working day period will constitute a waiver of CONSULTANT'S right to appeal. If CONSULTANT files an appeal, AUTHORITY, must issue a written determination and/or set a hearing date within ten (10) working days of receipt of the written appeal, as applicable. A final Determination will be issued within ten (10) working days after the hearing, as applicable.

If after review of CONSULTANT'S appeal, AUTHORITY decides to uphold the decision to impose DBE administrative remedies on CONSULTANT, the written determination must state the specific remedy(ies) to be imposed.

Failure to comply with the Cure Notice and/or to remedy the identified DBE non-compliance matter(s) is a material breach of the Agreement and is subject to administrative remedies including withholding at a minimum of two percent (2%) of the invoice amount due per month for every month that the identified non-compliance matter(s) is not remedied. Upon satisfactory compliance, AUTHORITY will release all withholdings.

In addition to administrative remedies defined in this section, AUTHORITY is not precluded from invoking other contractual and/or legal remedies available under federal, state or local laws.

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

**EXHIBIT E: DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
REQUIREMENTS**

DRAFT

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
REQUIREMENTS**

1.0 DBE Goal

To assist proposers in ascertaining DBE availability based on the specific items of work associated with this procurement, the Authority has determined that DBEs are ready, willing and able to compete for subcontracting opportunities on this project. The DBE Goal for this contract is **11%**.

2.0 DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (“U.S. DOT”), the Orange County Transportation Authority (“Authority”) has adopted a Disadvantaged Business Enterprise (“DBE”) Policy and Program, in conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.” The contract is subject to the following stipulated regulations. Pursuant to the intent of these Regulations, it is the policy of the Authority to fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in Authority’s U.S. DOT-assisted contracts and subcontracts. The Authority is firmly committed to its DBE Program objectives, which are designed to:

- 2.1 Ensure non-discrimination in the award and administration of Authority’s U.S. DOT-assisted contracts.
- 2.2 Create a level playing field on which DBEs can compete fairly for the Authority’s U.S. DOT-assisted contracts.
- 2.3 Ensure that the DBE Program and Overall Goal are narrowly tailored in accordance with applicable law.
- 2.4 Ensure that only firms that meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs in the Authority’s DBE program.
- 2.5 Help remove barriers which impede the participation of DBEs in the Authority’s U.S. DOT-assisted contracts.
- 2.6 Promote the use of DBEs in all types of U.S. DOT-assisted agreements and procurement activities conducted by the Authority.
- 2.7 Provide training and other assistance through our resource partners to address capital, bonding and insurance needs.

- 2.8 Assist in the development of DBE firms that can compete successfully in the marketplace outside the DBE Program; and
- 2.9 Establish and provide opportunities for DBEs by providing flexibility in the implementation of the Authority's DBE Program.

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

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

Race-Neutral/Race-Conscious DBE Program Measures

The Authority will utilize both race-neutral and race-conscious means to meet its overall DBE Program goal.

Race-neutral measures include, but are not limited to, conducting outreach, training, providing other resource assistance and assessing proposal delivery schedules to ensure that DBEs interested in proposing for U.S. DOT-assisted solicitations are provided Additional Authority Race-Neutral measures include ensuring that DBEs and other small business are afforded ample opportunity to participate in the Authority's U.S. DOT-assisted solicitations by unbundling large contracts to make them more accessible to small businesses and requiring or encouraging prime consultants to subcontract portions of work that they might, otherwise, perform with their own work forces. Race-neutral participation also includes any time a DBE obtains a Prime Contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal.

In conjunction with the race-neutral measures listed above, the Authority will implement race-conscious measures through the use of contract goals and good faith efforts. When a contract-specific goal is assigned to a project, proposers must demonstrate responsiveness by committing to meet the DBE goal or documenting a bona fide good faith effort to do so, as a condition of award. Contract-specific goals are specifically targeted at DBEs certified through the California Unified Certification Program ("CUCP").

3.0 Definitions

The following definitions apply to the terms as used in these provisions:

- 3.1 **"Disadvantaged Business Enterprise (DBE)"** means a for-profit small business concern: (a) which is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 3.2 **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
- 3.3 **"Socially and Economically Disadvantaged Individuals"** means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
- 3.3.1 Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
- 3.3.2 Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
- 3.3.2.1 "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- 3.3.2.2 "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- 3.3.2.3 "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;

- 3.3.2.4 "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - 3.3.2.5 "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - 3.3.2.6 Women; and
 - 3.3.2.7 Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- 3.3.3 Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
- 3.4 **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals;" and (b) whose management and daily business operations are controlled by one or more such individuals.
- 3.5 **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
- 3.6 **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- 3.7 **"Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE, and that attempts to participate in a U.S. DOT-assisted

program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31. The Authority may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise violates applicable Federal statutes.

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

3.8.1 Social Disadvantage

3.8.1.1 The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.

3.8.1.2 The individual must demonstrate that he/she has personally suffered social disadvantage.

3.8.1.3 The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.

3.8.1.4 The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.

3.8.1.5 The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.

3.8.1.6 A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

3.8.2 Economic Disadvantage

3.8.2.1 The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.

3.8.2.2 The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

4.0 DBE Proposal Submission Requirements

Proposer must complete and submit the following DBE Exhibit (form) with their proposal:

- DBE Participation Commitment Form
 - Written Confirmation (required from each proposed DBE firm listed on the DBE Participation Commitment Form)

Proposer must complete and submit the following DBE Exhibits (forms) to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date:

- DBE Information - Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the DBE Participation Commitment Form)

- Bidders List

Required Forms	Submission
DBE Participation Commitment Form	Required at time of proposal
Written Confirmation (for each DBE firm listed on the DBE Participation Commitment Form)	Required at time of proposal
DBE Information – Good Faith Efforts	Required no later than 4:00 p.m. on the 2 nd business day after the proposal due date
Bidders List	Required no later than 4:00 p.m. on the 2 nd business day after the proposal due date

4.1 “DBE Participation Commitment Form” (Exhibit E-1) required at time of Proposal. The Proposer is to provide the following information for each DBE that will participate in the contract:

- 4.1.1 The complete name and address of each DBE who will participate in the contract;
- 4.1.2 Valid DBE Certification ID to confirm eligibility status through the CUCP, in conformance with 49 CFR Part 26;
- 4.1.3 A description of the work that each DBE will perform or provide;
- 4.1.4 The dollar amount of the work to be performed or provided by the DBE;
- 4.1.5 The dollar amount of the work eligible to be credited for each DBE towards the DBE goal (should not include lower-tier participation and should account for the type of work to be performed);
- 4.1.6 The proposer shall also submit, for each DBE to perform under this Agreement, a written confirmation signed and dated from each DBE listed, acknowledging that the DBE is participating in the contract for the specified dollar value and scope of work listed on the DBE Participation Commitment Form. A signed quote or proposal from the DBE firm can be used in lieu of the written confirmation; however, the dollar amount and scope(s) in the quote/proposal, and the

amount and scope reflected on the DBE Participation Commitment Form must match identically.

4.2 “DBE Information - Good Faith Efforts” (Exhibit E-2)

To be a responsible and responsive proposer, the proposer must make good faith efforts to meet the goal. The proposer can meet this requirement in two ways. (i) the proposer can meet the goal by documenting commitments for participation by DBE firms sufficient for this purpose; or (ii) the proposer can demonstrate that he/she took all necessary and reasonable steps to achieve the DBE goal or other requirement of this part, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

If the proposer did not meet or obtain enough DBE participation to meet the DBE goal, the proposer must complete and submit the “DBE Information – Good Faith Efforts,” form demonstrating that the proposer made adequate good faith efforts to meet the goal.

If the proposer has met the DBE goal based on the participation of DBEs listed on the proposer’s “DBE Participation Commitment Form,” it is at the proposer’s discretion (i.e. this is not mandatory) to submit “DBE Information – Good Faith Efforts,” form. However, the submission of good faith efforts documentation can protect the proposer’s eligibility for award of the contract if the Authority determines that the proposer failed to meet the goal for various reasons (e.g. a DBE firm was not certified at proposal submission or the proposer made a mathematical error). Submittal of only the “DBE Information – Good Faith Efforts,” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made; therefore, the proposer is encouraged to attach additional information and supporting documents as necessary.

Good Faith Efforts documentation must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.

For further guidance, refer to instructions on Exhibit E-2 “DBE Information – Good Faith Efforts,” form and the United States Department of Transportation’s (“U.S. DOT”) DBE Program, Appendix A of Title 49 CFR Part 26 - “Guidance Concerning Good Faith Efforts,” and the DBE Section of the Authority’s Pre-Proposal Power Point.

4.3 “Bidders List” (Exhibit E-3)

The Authority is required by Regulations to create and maintain a “Bidders List,” of all firms proposing or quoting on the Authority’s U.S. DOT-assisted contracts for use in calculating the Authority’s DBE goal(s). Proposers are required to complete and submit the requested information listed on the “Bidders List” form, for all firms (DBE[s] and non-DBE[s]) who submitted a bid, proposal or quote, including firms who were contracted by the prime proposer.

The “Bidders List” must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.

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DBE PARTICIPATION COMMITMENT FORM

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL AS A
CONDITION OF DBE RESPONSIVENESS**

NOTE: Refer to instructions on the reverse side of this form.

Proposer to Complete this Section

1. RFP No.: _____

2. Project Name/Description: _____

3. Prime Proposer Name: _____

4. Contract DBE Goal %: _____

5. Proposer's Total Bid Price _____
(If applicable)

Required DBE Commitment Information

6. DBE Firm (Name and Address)	7. DBE Certification Number	8. Description of Scope of Services/Work	9. Dollar Value (\$) or Percent (%) of Participation	10. Dollar Value (\$) or Percent (%) of Eligible DBE Participation/Commitment

Note: As a condition of responsiveness, the proposer is required to submit with the Proposal a written confirmation signed and dated from each DBE listed in Column 6 acknowledging that the DBE is participating in the contract for the specified dollar value (\$) or percent (%) and scope of work.

A quote or proposal from the DBE firm can serve in lieu of the written confirmation; however, the dollar and/or percentage amount in the written confirmation or quote/proposal and the amount shown on this form MUST match identically.

11. Total Dollar Value (\$) or Percent (%) of Eligible DBE Participation:

\$ _____

12. Eligible DBE Participation Represented as a Percentage (%) of Proposer's Total Proposal Price

_____ %

Proposer Assurance: The proposer certifies that information on this form is complete and accurate, that it has verified the listed DBE(s) certification status and is only crediting eligible DBE participation towards meeting the contract DBE goal.

13. Preparer's Name (Print) _____

14. Preparer's Signature _____

15. Preparer's Title _____

16. Date _____

17. Telephone No. _____

18. Email Address _____

INSTRUCTIONS - DBE Participation Commitment Form

Proposer is required to ensure all information is complete and accurate:

1. **RFP No.** - Enter the RFP Number.
2. **Project Name/Description** - Enter the name and/or description of the project.
3. **Prime Proposer Name** - Enter the proposer's firm name.
4. **Contract DBE Goal %** - Enter the contract DBE goal percentage.
5. **Proposer's Total Proposal Price** – Enter the proposer's total proposal price.
6. **DBE Firm** – Enter name and address of the proposed DBE firm. Identify all DBE firms being claimed for credit, regardless of tier.
7. **DBE Certification Number** - Enter the DBE's certification identification number. All DBEs must have a valid DBE certification at time of proposal due date.
8. **Description of Scope of Services/Work** – Enter the scope of services/work for each DBE firm listed to participate on this contract.
9. **Dollar Value (\$) or Percent (%) of Participation** - Enter the total dollar value or percent of participation for each listed DBE firm.
10. **Dollar Value (\$) or Percent (%) of Eligible DBE Participation/Commitment** - Enter the dollar value or percent of participation eligible to count towards meeting the contract DBE goal. This value should exclude work performed by lower tier subcontractors and account for the DBE's capacity based on their certification type in conformance with the DBE crediting provisions set forth in Title 49 CFR Part 26.55.
11. **Total Dollar Value (\$) of Eligible DBE Participation** - Enter the sum of all eligible participation listed in column 10.
12. **Eligible DBE Participation Represented as a Percentage (%) of Proposer's Total Price** - Enter the corresponding percentage of the total eligible DBE participation that the proposer is counting towards the proposer's DBE goal commitment (Formula: Item (11) Total Dollar Value (\$) of Eligible DBE Participation / Item (5) Proposer's Total Price = Proposer's DBE Goal Commitment Percent (%). If percent (%) is used in lieu of dollar value (\$) for Item (11), then Item (12) should equal percent listed in Item 11).
13. **Preparer's Name (Print)** - Clearly enter the name of the authorized person preparing the form on behalf of the proposer.
14. **Preparer's Signature** - Authorized person's signature.
15. **Preparer's Title** - Enter the position/title of the authorized person signing the form on behalf of the proposer.
16. **Date** - Enter the date the form is signed.
17. **Telephone No.** - Enter the area code and telephone number of the authorized person signing the form on behalf of the proposer.
18. **Email Address** - Enter the email address of the authorized person signing the form on behalf of the proposer.

NOTE: A firm is only eligible to count towards DBE participation in the NAICS codes contained within its California Unified Certification Program (CUCP) DBE Profile. Proposers are to verify that listed subconsultants contain DBE certification in the NAICS codes relevant to the scope they are being listed to perform.



DBE INFORMATION - GOOD FAITH EFFORTS

RFP No: _____ Proposal Due Date _____

The Orange County Transportation Authority (Authority) established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows that a good faith effort was made by _____(Proposer).

Proposer shall submit the following information to document adequate good faith efforts to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. Proposer should submit the following information even if the "DBE Participation Commitment Form" indicates that the proposer has met the DBE goal. This will protect the proposer's eligibility for award of the contract if Authority determines that the proposer failed to meet the goal for various reasons, e.g., a DBE firm was not certified at proposal submission, or the proposer made a mathematical error.

Submittal of only the form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following good faith efforts items (A through H) shall be minimally performed prior to proposal submission. Proposer to complete the following items in sufficient detail to effectively demonstrate that good faith efforts were undertaken to meet the established DBE goal:

- A. Items of Work the Proposer Made Available to DBE Firms; a description of work items and approximate dollar amounts made available to DBE firms by the proposer, value of work items as a percentage of total contract work, breakdown of larger scopes of contract work (including those items normally performed by the proposer with its own forces) into economically feasible units to facilitate DBE participation sufficient to meet the DBE contract goal. It is the proposer's responsibility to demonstrate that sufficient work was made available to facilitate DBE participation as follows (Provide documents that sufficiently evidence the efforts detailed below):

Description of Work Item	Proposer Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount (\$)	Percentage of Contract

- B. Solicitation Effort Documentation; the names and dates of written notices sent to certified DBEs soliciting proposals for this project and the dates and methods used to following up initial solicitations to determine with certainty whether the DBEs were interested (attach all copies of solicitation, telephone records, fax confirmations, email communications, etc.), amount of DBEs to repond, documentation to demonstrate the DBE firms were provided information about the contract (location of project, contract number, proposal due date, items of work made available and contact information) in the Request for Proposal from the proposer, the proposer solicited through all reasonable means (e.g. attendance at pre-proposal meetings, advertising and written notices) the interest of all certified DBEs who have the capability to perform the work of the contract, proposer to provide proof of aforementioned items, and DBEs in the market area for the work identified in 'Item A' as follows:

DBE Firm	Contact Name/Title	Method of Solicitation	Date of Initial Solicitation	Date of Follow-Up Solicitation	Response/ Interested in Proposing

(Note: Solicitations should occur at a minimum no later than 14 calendar days prior to the Authority's proposal due date and follow up to the solicitation should allow DBE firms reasonable time to respond). DBE firms solicited must be advised if the original proposal date has been extended.

- C. Rejected DBE Proposal Documentation; the names, addresses, phone numbers, and amount of rejected DBE firms, the reasons for the proposer's rejection of the DBE firms, the firms selected and accepted for that work (attach all copies of quotes from the firms involved inclusive of a detailed cost breakdown if opted to self-perform work) and the price (rates) difference for each DBE if the selected firms is not a DBE, include an explanation of quote(s) rejected.
- D. Publication Efforts Made to Advertise the Projects to Solicit DBE Participation; names and dates of each publication in which a request for DBE participation for this project was placed by the proposer (attach copies of advertisements or proof of publications). Publications should be placed at a minimum 14 calendar days before the Authority's proposal due date. If RFP due date is extended, proposer is to re-advertise new proposal due date.

Publications	Type of Publication (Trade/General/Minority/Focus)	Dates of Advertisement	Duration of Advertisement	Readvertisement (Proposal-Due Date Extension)

- E. Agencies, Organizations, or Groups Contacted to Provide Assistance in Contracting, Recruiting, and Using DBEs; the names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (Attach copies of requests to agencies, responses received and efforts made by the proposer in response).

- F. Efforts to Provide Information About the Plans, Specifications, and Contract Requirements; efforts made to assist interested DBEs in obtaining necessary materials, or related assistance or services, proposer to provide evidence of effort.

- G. Assistance with Lines of Credit, Insurance, and/or other Services; efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs, proposer to provide a list of any assistance provided to DBEs:

- H. Additional Data to Support a Demonstration of Good Faith Efforts; in determining whether a proposer made adequate good faith efforts, the Authority will take into account the performance of other proposers in meeting the DBE contract goal. Attach any additional information to support demonstration of good faith in this section:

NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS.



Bidders List

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

The proposer is to complete all requested information for every firm who submitted a bid, proposal or quote, including the primary proposer, and submit this information to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. The Authority will utilize this information to assist in the Authority's DBE goal-setting process.

Prime Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Prime Proposer:							<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million Age of Firm: _____yrs.
Contact Name:							
Address:							

Subconsultant Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million Age of Firm: _____yrs.
Contact Name:							
Address:							

Subconsultant Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.
Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.

NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS TO THE BIDDERS LIST REQUIREMENTS.

EXHIBIT F: RESTRICTIONS ON LOBBYING

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CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

A. DEFINITIONS

1. Authority, as used in this clause, means the Orange County Transportation Authority, acting on behalf of the Orange County Transit District.
2. Covered Federal action, as used in this clause, means any of the following Federal actions:
 - a. The awarding of any Federal contract.
 - b. The making of any Federal grant.
 - c. The making of any Federal loan.
 - d. The entering into of any cooperative agreement.
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 450b of the Indian self-determination and Education Assistance Act (25 U.S.C. 450) and include Alaskan Natives.
4. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
5. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
6. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
 - a. An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.
 - b. A member of the uniformed services, as defined in the subsection

101(3), Title 37, United States Code.

- c. A special Government employee, as defined in Section 202, Title 18, United States Code.
 - d. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix section 3.
7. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 8. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
 9. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
 10. Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 11. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
 12. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

B. PROHIBITIONS

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

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

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

an agency's use.

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

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

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

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

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

b. Professional and technical services

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

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

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

- (2) For purposes of paragraph C.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.
- (3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (4) Only those services expressly authorized by paragraph C.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

- (1) The consultant who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated funds (to include profits from any covered Federal action), which

would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.

- (2) The consultant shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:

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

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

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

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

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

d. Agreement

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

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be

applicable.

- (2) Consultants may rely without liability on the representation made by their subcontractors in the certification and disclosure forms.

f. Cost Allowability:

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

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**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

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

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

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

The Bidder, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. 3801, et seq. apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20____

By _____
(Signature of authorized official)

(Title of authorized official)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes
<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p>
<p>Congressional District, if known:</p>		<p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No 10a) (last name, first name, MI):</p>	
<p>(attach Continuation Sheet(s) SF - LLL - A if necessary)</p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other specify: _____	
<p>12. Forum of Payment (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11:</p> <p>(attach Continuation Sheet(s) SF-LLL-A if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.</p>	<p>Signature: _____</p> <p>Print name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a.). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Approved by
OMB
003480045

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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EXHIBIT G: SAFETY SPECIFICATIONS

**Modified Level 1, 2, & 3 Health, Safety and Environmental (HSE) Specifications
for
Final Plans, Specifications, and Estimates (PS&E) for the Transit Security and
Operations Center (TSOC)**

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 the course of 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 achieved for the safeguard of public and workers.

G. INJURY AND ILLNESS PREVENTION PLAN

1. 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.

2. 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.

3. 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.

4. 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.

All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

5. 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.

1.2 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents:

1. Damage to Authority property (or incidents involving third party 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 property.

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 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.

PART II – SPECIFIC REQUIREMENTS – NOISE AND SURVEY CREWS

Level 2 Safety Specification Requirements for Noise and Survey Crew Tasks

2.0 DESIGNATED SAFETY REPRESENTATIVE

- A. Before beginning on-site activities, the Contractor shall designate an On-site HSE Representative. 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, and has the authority to affect changes in work procedures that may have associated schedule and budget impacts.

The Contractor shall submit a resume of the designated on-site HSE Representative Professional Certification:

Certification from the Board of Certified Safety Professionals (BCSP)

- Certified Safety Professional (CSP), or,
- Associate Safety Professional (ASP), or
- Construction Health and Safety Technician (CHST), or,
- Safety Trained Supervisor (STS), or,
- Safety Trained Supervisor Construction (STSC)

Experience:

The Contractor's on-site HSE Representative(s) shall have a minimum of five (5) years of heavy construction or scope agreement experience in administering HSE programs on project sites, the last two years of which have been administering HSE compliance in a similar type of scope (Construction, Rail, Industrial, etc.) for which Contractor is contracting with the Authority. The

designated HSE Representative shall participate in all HSE related submittals through completion of the scope and administer the monthly safety report.

- B. A Competent or Qualified Individual means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

2.1 ORIENTATION

- A. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.
- B. A Job Hazard Analysis (JHA) shall be prepared for the activities preformed.
- C. Copies of orientation documents and JHA shall be provided to the Authority Project Manager within 72 hours upon request.

PART III – SPECIFIC REQUIREMENTS – HAZARDOUS SUBSTANCES SURVEY

Level 3 Safety Specifications for Geotechnical Activities, Aerial Deposited Lead Survey, Asbestos Survey, Boring Activity, and Survey for Potential Hazardous Substances

3.0 A COMPREHENSIVE PROJECT SPECIFIC (HSE) WORK PLAN

- A. The Contractor shall develop a site project plan that may include, but is not limited to: Permits, Evacuation, Emergency Plan, Roles and Responsibilities, Scope and Construction Activity Details, Constructability Review, Contractor Coordination Process, Safe Work Methods, Hazard Identification & Risk Control, First Aid and Injury Management, Emergency Procedures, Public Protection, Authority and Contractor Site Rules, Incident Reporting and Investigation, Specialized Work or Licensing, Training and Orientation Requirements, Chemical Management, and Subcontractor Management.

Site Specific HSE Plan: Indicate methods, procedures, equipment, and sequence of tasks as listed on the project schedule. Specify safety measures in accordance with applicable Cal/OSHA standards, SCAQMD rules, NFPA, NEC, ANSI codes and regulations, job hazard analysis, policies, procedures, HSE training requirements and known and potential hazards of Contractor's scope. Plans shall be prepared as specified above and may require if necessary a professional engineer licensed to practice in the state of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

3.1 DESIGNATED SAFETY REPRESENTATIVE

- A. QUALIFICATIONS – On Capital Programs, the Contractor shall submit the resume of the full time, of the On-site HSE Representative(s) who reports directly to the Contractor's Project Manager or Superintendent, and who is responsible for HSE oversight for field operations on the project no later than ten (10) days after receipt of Notice to Proceed, and prior to mobilization. The Contractor's On-site HSE Representative(s) shall have a minimum of five (5) years heavy construction experience in administering HSE programs on heavy construction project sites, the last two years of which have been administering HSE in the construction discipline for which Contractor is contracting with the Authority. The Contractor's On-site HSE Representative shall be a Certified Safety Professional (CSP) with current standing from the Board of Certified Safety Professionals (BCSP) or a CHST with current standing from the BCSP or a CIH with current standing from the ABIH, or similar professional HSE Certificate of standing acceptable to the Authority. The Contractor's On-site HSE Representatives(s) shall be on site during all operational hours. The On-site HSE Representative(s) shall set up, carry forward and aggressively and effectively maintain the project specific safety program and IIPP covering all phases of the work. If at any time the Contractor wishes to replace their On-site HSE Representative(s), the Contractor must provide written notice thirty (30) days prior to change of personnel to the Authority. The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the scope work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Authority who may be involved. This requirement applies continuously and is not limited to normal working hours.

3.2 SITE HSE ORIENTATION

- A. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation, at a minimum, shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.
- B. Copies of orientation documents shall be provided to the Authority Project Manager within 72 hours upon request.

3.3 TRAINING DOCUMENTATION

- A. To ensure that each employee is qualified to perform their assigned work, when applicable to scope work, Contractor shall verify training documentation is in place, prior to and during contract scope, and make available to the Authority, upon request, within 72 hours. Training may be required by the Authority or CCR Title 8 Standards and required for activity on Authority's property and/or Authority projects. Contractor shall provide to Authority, upon request, within 72 hours.

3.4 RAILWAY SAFETY PRECAUTIONS

- A. Work on operating railways shall be in compliance with 49 CFR, Part 214, CCR Title 8 Standards, and the Southern California Regional Rail Authority (SCRRA).
- B. New construction rail projects require that all employers and contractors are responsible to assure employees are trained and understand on-track safety procedures, and follow roadway worker rules identified in 49 CFR, Part 214, CCR Title 8, SCRRA, the California Department of Transportation (CalTrans), and OCTA HSE Construction Management Requirements (i.e., item E references).
- C. Minimum PPE for workers include hard hat, safety glasses, orange (i.e., rail company approved color) class 2 reflective vest, safety toe footwear that meets ANSI Z41 1991 (lace-up type over the ankle) and hearing protection (on person and worn as necessary).

PART IV - REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. CFR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. USACE Construction Quality Management Manual (EM-385-1-1)

END

EXHIBIT H: CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

DRAFT

CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the _____, and duly authorized representative of the firm of _____, whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

(Signature)

EXHIBIT I: 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 B). 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:
