

REQUEST FOR PROPOSALS (RFP) 1-3378

DESIGN SERVICES FOR GULLY REPAIR AND RESTORATION



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

Key RFP Dates

Issue Date:	March 22, 2021
Pre-Proposal Conference Date:	March 30, 2021
Question Submittal Date:	April 1, 2021
Proposal Submittal Date:	April 13, 2021
Interview Date:	May 11, 2021

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March 22, 2021

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 1-3378: “DESIGN SERVICES FOR GULLY REPAIR AND RESTORATION”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide design services for gully repair and restoration at Trabuco Rose Preserve.

To prevent potential conflicts of interest, the prime consultant and all subconsultants, (at any tier) awarded this contract for design services for gully repair and restoration at Trabuco Rose Preserve will be ineligible to participate, in any tier in the construction management services and construction services required to deliver gully repair and restoration at Trabuco Rose Preserve. Authority will evaluate all requests for conflict of interest on a case-by-case basis.

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before 2:00 p.m. on April 13, 2021. Select “RFP 1-3378” from the drop-down menu and follow the instructions as prompted.

PLEASE NOTE:

Hard copy proposal submission will not be accepted for this RFP. Proposals must be submitted electronically at the link stated above and by the date and time as indicated.

Proposals and amendments to proposals received after the date and time specified above will not be accepted.

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 1-3378, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Professional Consulting	Architectural & Engineering
	Design Consulting
	Consultant Services - General
Professional Services	Architect Services, Professional
	Engineering - Architectural
	Engineering - Civil
	Engineering - Environmental
	Engineering - General
	Engineering Drawings
	Environmental - Architectural
	Land Surveying
	Landscape Architectural

A pre-proposal conference will be held on **March 30, 2021** at **10:30 a.m.** via teleconference only.

IN-PERSON ATTENDANCE IS NOT AVAILABLE

This pre-proposal conference will be open for attendance via teleconference only. The specific call-in number for this conference is 1 (714) 560-5666 Conference ID: 800450. The conference will begin promptly at 10:30 a.m. Callers are requested to dial in and mute the call.

A copy of the presentation slides and a pre-proposal registration sheet will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

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

The Authority has established **May 11, 2021**, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

as shown in the current minimum wage schedules. Offerors must use the current wage schedules applicable at the time the work is in progress.

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on **March 30, 2021**, at **10:30 a.m.** via teleconference only.

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A copy of the presentation slides and a pre-proposal registration sheet will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to call-in to 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:

Sonja Gettel, Senior Contract Administrator
Contracts Administration and Materials Management Department
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: (714) 560-5562
Email: sgettel@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 e-mail by sgettel@octa.net no later than 5:00 p.m., on **April 1, 2021**.
- b. Requests for clarifications, questions and comments must be clearly labeled, "RFP 1-3378 Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than **April 6, 2021**. Offerors may download responses from CAMM NET at <https://cammmnet.octa.net>, or request responses be sent via U.S. Mail by emailing the request to Sonja Gettel, 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

Commodity:
Architectural & Engineering
Design Consulting
Consultant Services - General
Architect Services, Professional
Engineering - Architectural
Engineering - Civil
Engineering - Environmental
Engineering - General
Engineering Drawings
Environmental - Architectural
Land Surveying
Landscape Architectural

Inquiries received after 5:00 p.m. on April 1, 2021, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before 2:00 p.m. on April 13, 2021. Select “RFP 1-3378” from the drop-down menu and follow the instructions as prompted.

PLEASE NOTE:

Hard copy proposal submission will not be accepted for this RFP. Proposals must be submitted electronically at the link stated above and by the date and time as indicated.

2. 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. 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 600 South 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. PROHIBITION

The following restrictions apply to this procurement:

The prime consultant and all subconsultants, (at any tier) awarded this contract for design services for gully repair and restoration at Trabuco Rose Preserve will be ineligible to participate, in any tier in the construction management services and construction services required to deliver the gully repair and restoration at Trabuco Rose Preserve.

Furthermore, Offeror(s) are advised that evaluation of the team composition with regards to the conflicts of interest will be done on a case-by-case basis.

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" format. 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 Sonja Gettel, 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 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.

e. **Public Records Act Indemnification**

Proposals received by Authority are subject to the California Public Records Act, Government Code section 6250 et seq. (the “Act”), except as otherwise provided in the Act. Proposers should familiarize themselves and exceptions thereto. In no event shall the Authority or any of its agents, representatives, consultants, directors, officers, or employees be liable to a Proposer for the disclosure of any materials or information submitted in response to the RFP. Proposers must complete and sign the Exhibit E, Public Records Act Indemnification – Proposal Documents, and submit it with the proposal. Failure to complete Exhibit E may cause the proposal to be deemed non-responsive to this RFP and may no longer continue in the evaluation process.

If a California Public Records Act request is received by Authority for the release of information identified by Proposer as propriety, trade secret, or confidential, the request will be referred to Proposer for review and consideration. If Proposer requests that the information be withheld from release, Proposer shall provide such request in writing with the legal basis under the Act for each requested withholding. Failure to notify the Authority in writing of its desire to withhold the records within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such documents, shall constitute a waiver of any claims Proposer may have had related to such disclosure.

Authority will review the request, determine if the disclosure of the records is required by law, and notify Proposer of such determination. If Authority determines that the disclosure of records is required by law, Authority will notify Proposer of such determination and provide Proposer the opportunity to seek a protective order or other appropriate legal relief to protect the records.

Proposer shall defend and hold harmless Authority from any legal action arising from such withholding, as further detailed in Exhibit E, Public Records Act Indemnification – Proposal Documents.

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. 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.

2. Safety Specifications

Offerors shall comply with Safety Specifications Level 2 as included in this RFP as Exhibit D, during the term of the awarded Agreement.

3. 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.

4. Public Records Act Indemnification Form

Offerors shall complete and sign the form entitled “Public Records Act Indemnification” provided in this RFP and submit it as part of the original proposal. Proposers must complete and sign either Option 1 or Option 2 whichever applies.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

- 1. Qualifications of the Firm 20%**

 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 40%**

 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of 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 May 11, 2021, 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 Authority management, the Offeror whose proposal is most advantageous to the Authority.

C. AWARD

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

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

D. THE SELECTED OFFEROR WILL BE REQUIRED TO SUBMIT TO THE AUTHORITY'S ACCOUNTING DEPARTMENT A CURRENT IRS W-9 FORM PRIOR TO COMMENCING WORK.

E. 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.

EXHIBIT A: SCOPE OF WORK

**SCOPE OF WORK FOR
DESIGN SERVICES FOR GULLY REPAIR AND RESTORATION
AT THE TRABUCO ROSE PRESERVE**

1.0 PROJECT BACKGROUND

In 2006, Orange County voters approved the renewal of Measure M, effectively extending the half-cent sales tax to provide funding for transportation projects and programs in the county. As part of the renewed Measure M (or Measure M2), a portion of the M2 freeway program revenues were set aside for the M2 Environmental Mitigation Program (EMP) to provide funding for programmatic mitigation to offset impacts from the 13 freeway projects covered by Measure M2. The Orange County Transportation Authority (AUTHORITY) prepared the M2 Natural Community Conservation Plan/Habitat Conservation Plan (Conservation Plan) as a mechanism to offset potential project-related effects on threatened and endangered species and their habitats in a comprehensive manner. A key component of the Conservation Plan has included the identification and acquisition of habitat preserves to offset habitat impacts. To date, seven properties totaling approximately 1,300 acres have been successfully acquired (ATTACHMENT A).

This agreement is in relation to the Trabuco Rose Preserve (Preserve) that the AUTHORITY has owned since 2011. The Preserve is located at 19998 Trabuco Oaks Drive, Trabuco Canyon, CA 92678 and is comprised of approximately 400 acres of open space or wilderness lands. The AUTHORITY currently oversees the maintenance, security, and required biological monitoring for the Preserve.

There is a small unnamed gully that has been eroding on the Preserve. Some repairs (approximately 81 linear feet) were made to this gully earlier in 2021 which include the placement of two types of a fabric material (both natural and manmade) which were then overlaid with large rock (ATTACHMENT B). This was an emergency project with the intent to stop the slopes of the gully (for this first section) from further erosion, thereby alleviating downstream sedimentation while also protecting the adjacent access road, gate, and oak trees.

The objective of this agreement is to provide a similar type of design to seamlessly continue the rock placement in the gully until it meets the downstream creek. The entire length of the gully (approximately 150 linear feet) should be assessed (including the already improved section) and provide a design solution to mimic a natural creek. Additional rock is anticipated for the previously repaired section to gradually reduce the grade and mimic the drops of a natural creek. In addition, landscape plans (utilizing native vegetation) shall be prepared for the entire length of the gully, including the previously repaired segment. Coordination and support with permitting agencies have already occurred. The United States Fish and Wildlife (USFWS) has provided various examples of similar types of projects that this project could emulate. These are provided to illustrate different acceptable methods by the USFWS but are not meant to be inclusive of all possible methods. These examples can be found at the following links:

<http://clearwater-hydrology.com/stream-restoration-consulting/step-pool-morphology.html>

<http://clearwater-hydrology.com/stream-restoration-consulting/creek-restoration-alameda.html#>

<http://ecosystemrestoration.com/briers-mill/>

https://www.concreteconstruction.net/projects/infrastructure/reconstructing-streams_o

The AUTHORITY is requesting a technical proposal from the Consultant (CONSULTANT) to provide engineering services (including a landscape plan) to continue the gully repair with similar types of materials as the previous repair project to mimic a natural creek.

All services performed shall be in accordance with Agreement No. C-1-3378, and AUTHORITY's request for architectural and engineering services, specifically for design work.

2.0 DEFINITIONS

As used throughout this Scope of Work (SOW), the following terms shall have the meanings set forth below:

- 2.1. "WORK" shall mean the work performed or to be performed and services rendered by CONSULTANT, in accordance with the provisions hereof.
- 2.2. "PROJECT" shall mean design services for repair and restoration of the gully at 19998 Trabuco Oaks Drive, Trabuco Canyon, CA 92678. CONSULTANT shall provide engineering design services (include a landscape plan) to restore the gully to a natural creek as described herein this SOW.
- 2.3. "PROJECT MANAGER" as used in this SOW means the main point of contact representing AUTHORITY and authorized to provide instructions to the CONSULTANT for the purposes of this Agreement.
- 2.4. "PERMITTING AGENCIES" shall mean agencies having jurisdiction over PROJECT such as the United States Army Corps of Engineers, Regional Water Quality Control Board and the California Department of Fish and Wildlife.
- 2.5. Deliverable document types:
 - Microsoft Word (Word)
 - Microsoft Excel (Excel)
 - Portable Document Format (PDF)
 - AutoCAD (CAD or DWG)

3.0 SCOPE OF WORK

3.1. CONSULTANT RESPONSIBILITIES

- 3.1.1. CONSULTANT shall be responsible for the design and construction documents of PROJECT including preliminary and final plans, specifications, and cost estimates. AUTHORITY's review, comments, and approval shall not relieve CONSULTANT from their responsibilities for their design and professional practices. WORK includes design to repair/restore the gully at 19998 Trabuco Oaks Drive, Trabuco Canyon, California 92678. CONSULTANT shall provide engineering and landscape design services to restore the gully to mimic a natural creek as described herein this SOW.

CONSULTANT shall be responsible for providing design information to AUTHORITY for the Permitting Agencies' approval. AUTHORITY will be obtaining the necessary permits for the PROJECT. CONSULTANT shall consider the following criteria for the design of the systems:

- 1) CONSULTANT shall review the plans of the prior repairs made to the upstream gully area (ATTACHMENT B).
- 2) CONSULTANT shall conduct a site visit (after award of contract) to verify the existing conditions, dimensions, and site configurations that will affect or be affected by construction activities. CONSULTANT field verifications shall include photos and may include nondestructive testing to accurately verify existing field conditions that may affect the design.
- 3) CONSULTANT shall design to repair and restore the entire length of the gully [building off the already improved section (ATTACHMENT C)]. Repairs shall be recommended by the CONSULTANT, accepted by AUTHORITY, and the Permitting Agencies.
- 4) CONSULTANT shall recommend to AUTHORITY any improvements, repairs, and/or modifications that are contiguous to the previous phase work.
- 5) CONSULTANT shall design the PROJECT to accommodate a 100-year flood event.
- 6) CONSULTANT shall design to minimize impacts to the existing adjacent oak trees (and roots) as well as surrounding native vegetation.
- 7) CONSULTANT shall include a landscape design component for native vegetation plantings into the full length of the gully (151 linear feet), including the previously improved area (approximately 81 linear feet).
- 8) CONSULTANT shall review the Wilderness Safety Manual (ATTACHMENT D) before field visits and will coordinate with AUTHORITY for

any site visits. The property is a Wilderness Preserve with certain inherent dangers including inclement weather and wildlife risks.

- 9) Temporary fencing, environmentally sensitive fencing (orange snowdrift type), and/or barricade is required to be noted in the design plans that so they will be used during the construction phase. The temporary fencing shall be removed once construction is complete.
- 10) CONSULTANT shall perform all work under this SOW within AUTHORITY's property. No work shall occur on adjacent properties.
- 11) CONSULTANT shall minimize impacts within the gully to the work area and temporary access areas. Impacts to native vegetation should be avoided where possible. Notation of staging areas for construction equipment should occur outside of the drip line of oak trees to the maximum extent practicable.
- 12) CONSULTANT shall always maintain access along the dirt access road. This road is utilized daily by adjacent residents North of the AUTHORITY's Preserve and they need to move through in larger vehicles.
- 13) CONSULTANT shall be responsible for providing AUTHORITY technical support to help prepare exhibits, submittals, or other information needed to ensure the ability of AUTHORITY to secure all required permits and approvals from the Permitting Agencies.
- 14) CONSULTANT will need a qualified Health, Safety and Environmental Representative that holds a Board of Safety Professionals (BCSP) certification (STS, STSC, CHST, OHST, ASP or a CSP) to oversee the field tasks and develop a Job Hazard Analysis (JHA) to review with the employees performing field tasks the safe work practices for potential hazards. The cost for a qualified HSE Representative for this scope needs to be considered for the cost proposal.

3.2. DESIGN

3.2.1. DRAFT DESIGN

- 3.2.1.1. CONSULTANT shall develop draft design plans and profiles. The design should include rocks placed into a step pool design and ultimately terminate with a waterfall-like feature before flowing into the adjacent downstream creek (Hickey Creek). Plantings/cuttings with native vegetation (after the rock placement) should also be included and should include the entire 151 feet of the gully. Draft design plans shall be provided to AUTHORITY for review and comment prior to finalization.

- 3.2.1.2. CONSULTANT shall include a brief technical memorandum outlining existing site conditions that affect the design of PROJECT. CONSULTANT shall recommend improvements and enhancements. Draft technical memorandum shall be provided to AUTHORITY for review and comment prior to finalization.
- 3.2.1.3. CONSULTANT shall prepare draft preliminary cost estimates based on current costs related to the design for PROJECT. Draft preliminary cost estimates shall be provided to AUTHORITY for review and comment prior to finalization.
- 3.2.1.4. CONSULTANT shall meet with AUTHORITY (meeting may be virtual taking into consideration the current pandemic) to present and discuss the draft design, technical memorandum, preliminary cost estimates, and conduct a constructability review before proceeding with the Final Design.

3.2.2. FINAL DESIGN

CONSULTANT shall develop final versions of deliverables under 3.2.1 to be utilized in a future bid package for construction.

3.3. DELIVERABLES

All submittals shall be consistent with the schedule in Section 6.0., SCHEDULE. AUTHORITY shall return draft deliverables under 3.2.1 with comments, required changes, and corrections in PDF format. CONSULTANT shall allow at least ten (10) working days for each draft submittal review by AUTHORITY. CONSULTANT shall address all comments, revise the deliverables, and resubmit to AUTHORITY for verification prior to finalization under 3.2.2.

Upon AUTHORITY'S acceptance of final documents under 3.2.2, CONSULTANT shall provide AUTHORITY one set of hard copies (11"x17" design plans) in addition to PDF format and CAD files.

All electronic submittals shall be transmitted to AUTHORITY via email and shared with AUTHORITY using Microsoft Office 365 OneDrive.

3.4. QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

- 3.4.1. CONSULTANT shall provide deliverables that have been internally checked for errors and omissions prior to submittal to AUTHORITY. CONSULTANT's QA/QC practices shall be implemented during the performance of the services under this Agreement to ensure the highest quality product is provided. CONSULTANT may be asked to provide proof of its QA/QC process.

4.0 AUTHORITY RESPONSIBILITIES

- 4.1. PROJECT MANAGER shall examine all documents submitted by CONSULTANT and shall render decisions pertaining to PROJECT. PROJECT MANAGER shall review and approve all documents as required for permit application submittal to appropriate PERMITTING AGENCIES.

5.0 PROJECT COORDINATION AND MEETINGS

- 5.1. CONSULTANT shall coordinate design with PROJECT MANAGER. An initial pre-design conference shall be scheduled by AUTHORITY after Agreement execution. Regularly scheduled meetings shall be held for discussion of draft and final design plans. Meetings shall be virtual unless a field meeting is required, in which case, AUTHORITY will set meeting date/time and location.

Communications and PROJECT meetings: All PROJECT communications using email shall have an email subject line starting with "Trabuco Rose Preserve Gully Repair – {add email subject matter}". Most PROJECT meetings will be held via Microsoft Teams platform unless otherwise requested by AUTHORITY to be held in-person/on-site.

6.0 SCHEDULE

- 6.1. AUTHORITY's intent is for CONSULTANT to accelerate performance of SOW under this Agreement, and at the latest PROJECT's final design shall be completed, within three (3) months from execution of this Agreement.

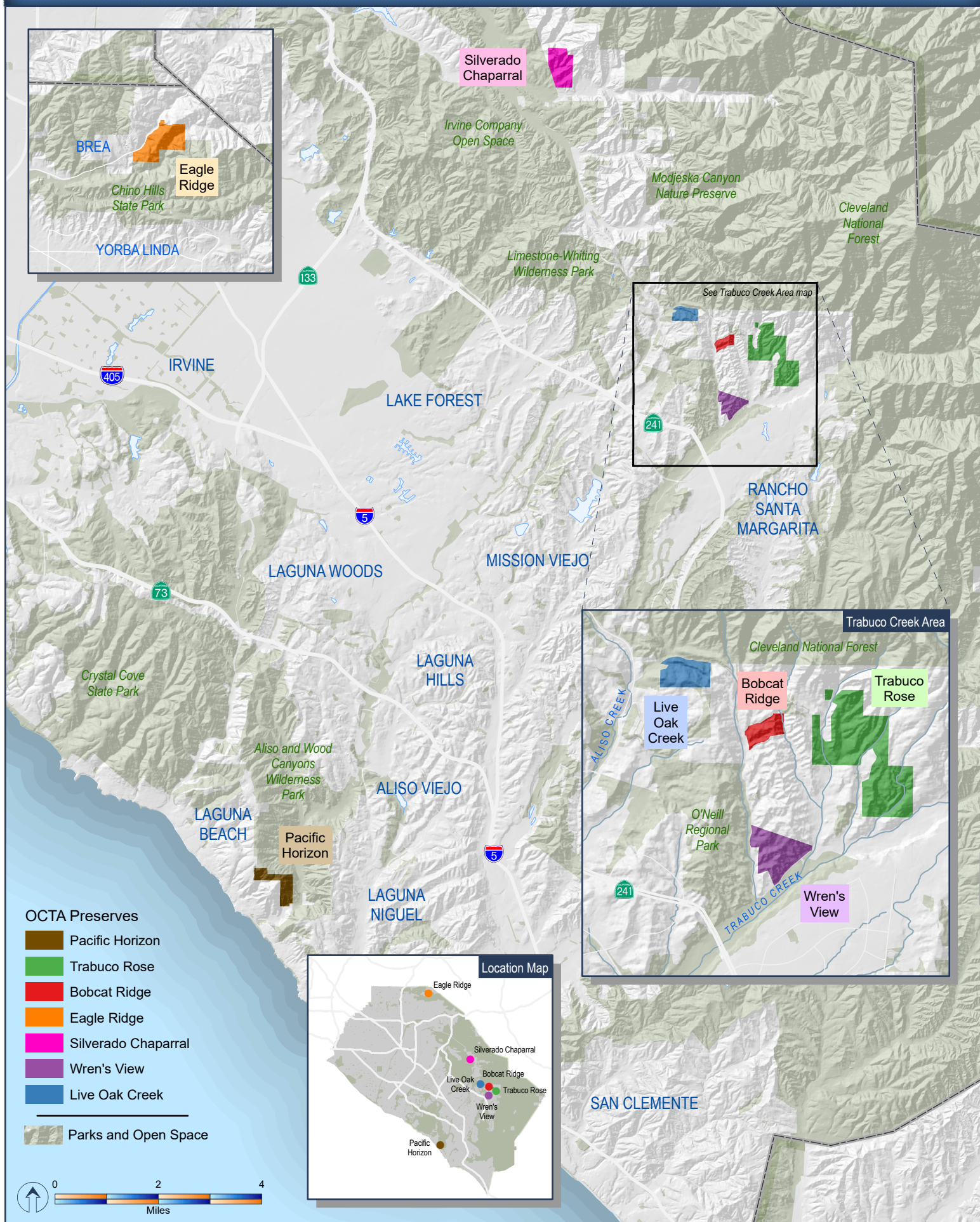
List of Attachments:

Attachment A: Map of Preserves

Attachment B: Apex "Repair Sheet"

Attachment C: PROJECT Area

Attachment D: Wilderness Safety Manual



PROJECT SCOPE NOTES:

1. THE PURPOSE OF THIS REPAIR IS TO HALT EROSION AT THE UPSTREAM REACH OF THIS GULLY; EROSION DOWNSTREAM WILL NOT BE REDUCED.
2. THE CONSTRUCTION SITE IS TO BE SUPERVISED AND ALL WORK IS/SHALL BE APPROVED BY A QUALIFIED INDIVIDUAL REPRESENTING OCA.

CONSTRUCTION NOTES:

1. ALL ROCK TO BE QUARRIED ROCK, WITH GRADATION PER TABLE BELOW.
2. WHERE ROCK IS TO BE ONE TON, EXCEPT AT ENERGY DISSIPATOR AT BOTTOM.
3. SLOPES MAY BE 1.5:1 (H:V) TO 2:1 OR GREATER.
4. QUARRIED ROCK CAN BE COVERED WITH NATURAL STONE LATER FROM
5. FIRST LAYER OF ROCK SHOULD BE PLACED (NOT DROPPED) ON FIBER, AND SHOULD BE WELL GRADED.
6. PLACE EXCAVATED MATERIAL FROM HEADOUT ROCK KEY AND DISSIPATOR IN BOTTOM OF GULLY.
7. TRACKING OF GRADED SURFACE SHOULD BE PROVIDED TO ROUGHEN THAT SURFACE.
8. FILTER MATERIAL SHOULD EXTEND THROUGHOUT ANY AREAS COVERED BY ROCK, AND TO BE TUCKED/INTERLOCKED AT TOP.
9. FILTER MATERIAL SHOULD BE PLACED 6" BELOW TOP OF ROCK (APPROX. 100-YEAR WATER SURFACE).
10. FILTER MATERIAL COCONUT (COW) FIBER ON SLOPES ABOVE THE 6" LINE BELOW TOP OF ROCK.

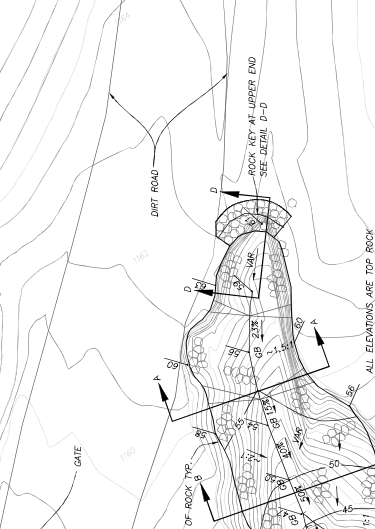
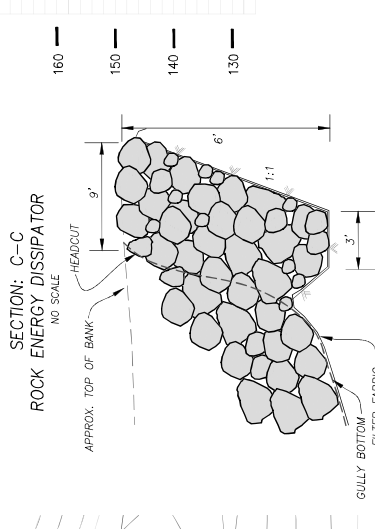
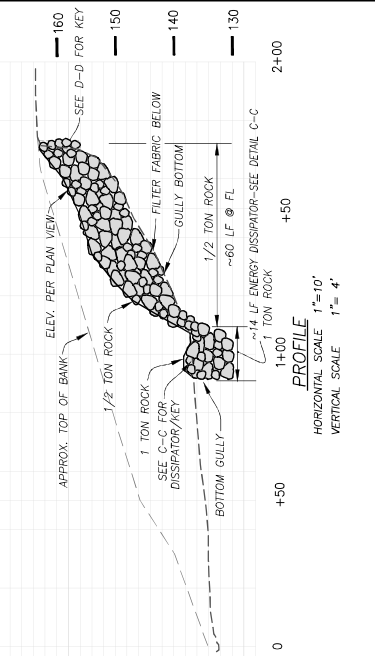
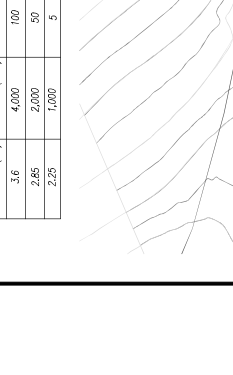
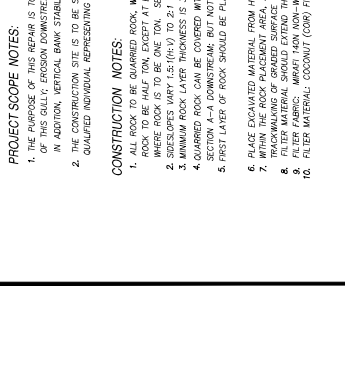
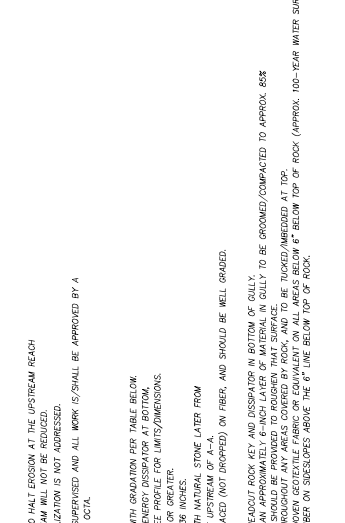
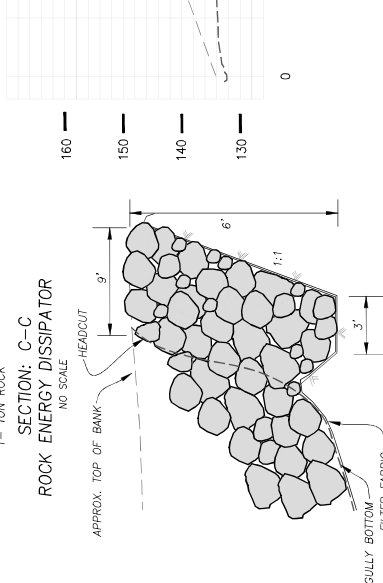
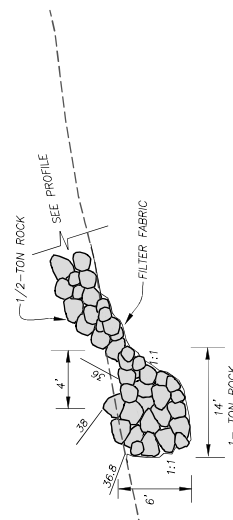
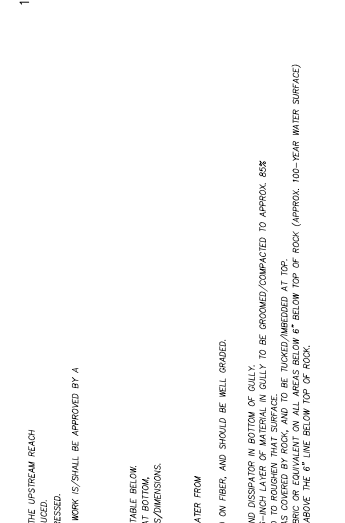
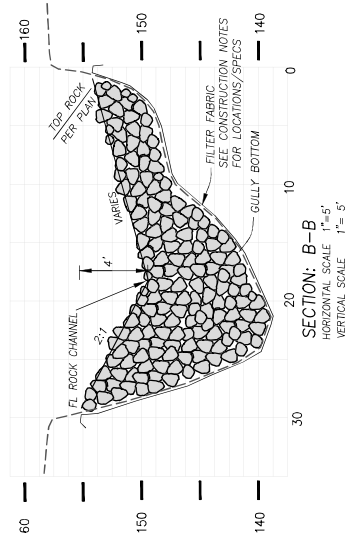
ROCK GRADATION 1 TON

ROCK SIZE (FT.)	ROCK SIZE (LBS.)	% SMALLER
3.6	4,000	100
2.85	2,000	50
2.25	1,000	5

ROCK GRADATION 1/2 TON

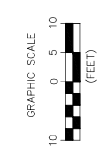
ROCK SIZE (FT.)	ROCK SIZE (LBS.)	% SMALLER
2.85	2,000	100
2.25	1,000	50
1.8	500	5

QUANTITIES:	
1/2 - TON ROCK	325 CY
1-TON ROCK	65 CY
COMPACT GULLY BOTTOM	1,350 SF
COARSE FILTER FABRIC	620 SF
KEY EXCAVATION	30 CY
DISSIPATOR EXCAVATION	50 CY



NOVEMBER 20, 2020

PRIVATE CONTRACT
TRABUCO CANYON PRESERVE
EMERGENCY EROSION REPAIR
PHASE 1

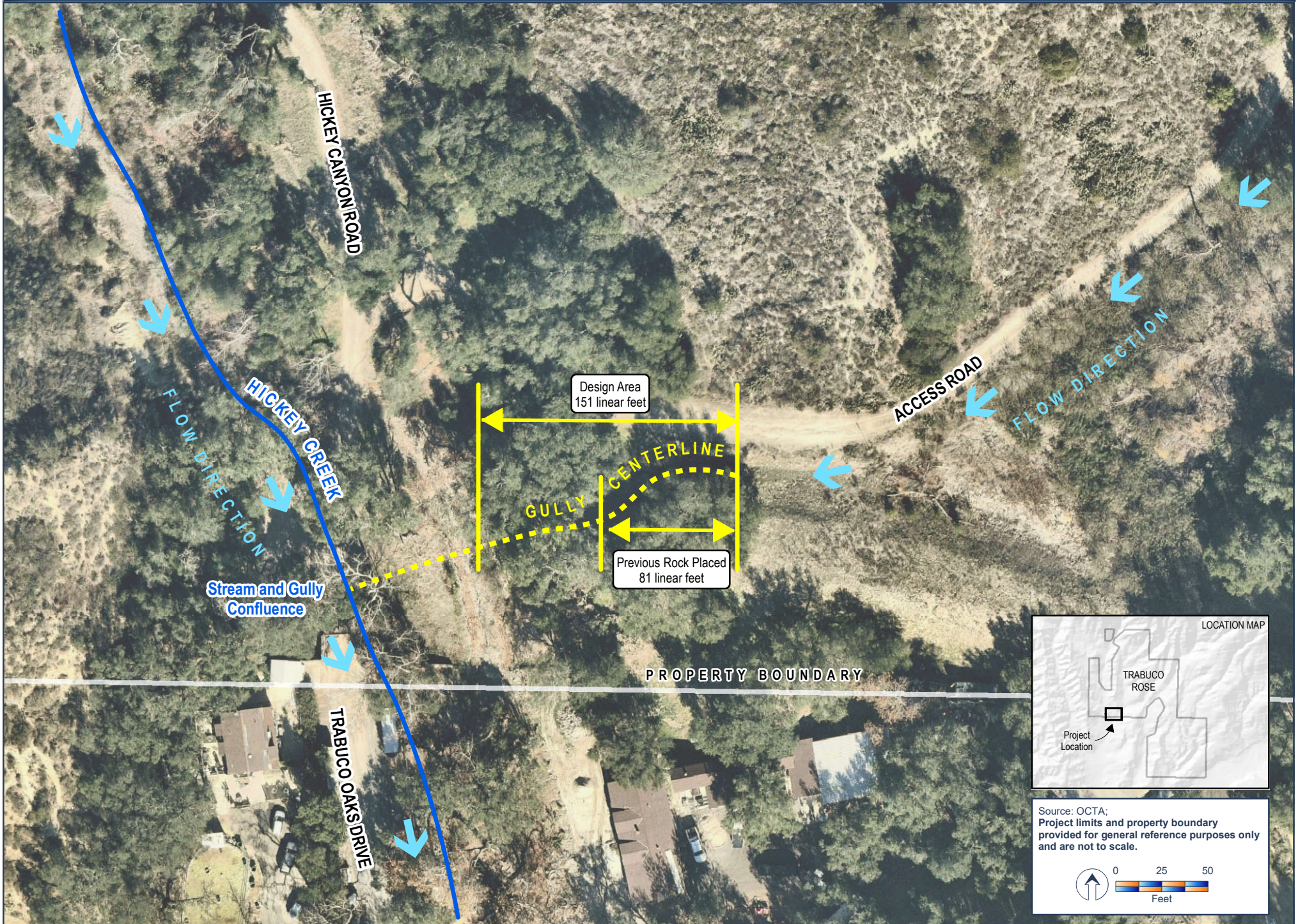


PLAN VIEW

1" = 10 FT.

11-20-20

Tory R. Walker
TORY R. WALKER, TORY R. WALKER ENGINEERING, INC. E.L.C. NO. 45005 EXP. 05-31-2022



Orange County Transportation Authority Wildlands Safety Manual



October 2015



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The Orange County Transportation Authority (OCTA) owns and operates a number of open space properties in undeveloped wild areas of Orange County. This manual addresses safety-related protocols that employees and land managers need to observe during the course of their duties.

WILDLAND SAFETY

General Tips

- **Check-out/Check-in.** Let your immediate supervisor know exactly where you will be, approximate times when you will be there, and when you plan to return. Check-out when you leave from the office and check-in when you return to the office. If you are not going to return to the office that day after your visit, inform your supervisor before you leave the site.
- **Attire.** Dress appropriately for the field. Plan to get dirty. Wear a long-sleeved shirt, long pants, and socks appropriate to your task. Shoes should be sturdy with ankle support, closed at the toe, and have tread appropriate for your work tasks. A hat, sunglasses, and sunscreen are recommended. Bring along a jacket, sweatshirt, or coat.
- **Allergies and Medications.** Wildlands are full of items (allergens) that can provoke allergic reactions in sensitive people. Known allergies should be reported to your supervisor. If a particular site is known to be full of allergens to which you are particularly sensitive (such as pollen or dust), you might decide to stay out of that site, especially while that allergen is pervasive. If you are sensitive to venom from bee stings, you should carry with you at least one epinephrine (adrenalin) injector (“epi pen”) and teach your associates how and when to use it on you. If you require the use of a prescription drug while on an OCTA site, be sure to take it with you. Note that drugs are prohibited unless they were prescribed to you by a licensed medical professional; the name of the drug and your prescription must be affixed to the container.
- **Directions.** Consult a good, current map before you go and bring it along during your visit. Know how to find, enter, and exit each property you plan to visit.
- **Fire Conditions.** Check the fire conditions for the area you intend to visit. Do not visit wildland sites during “high fire risk” periods and periods of high winds. There are multiple methods to acquire that information.
 - *Orange County Fire Authority (OCFA).* Call OC Fire Authority’s Fire Information line at (714) 573-6200.
 - *Fire Weather.* The National Weather Service’s *California Fire Weather* is a website that provides red flag warnings and fire weather watch information. To check fire conditions for Orange County, visit <http://www.wrh.noaa.gov/firewx/?wfo=sgx> and click once on the illustration of Orange County (Fire Weather Zone CAZ242) and the adjacent Santa Ana Mountains (CAZ257).
 - *Computer and Smartphone Applications.* Several exist but perhaps the best is Weather HD. It is available for iPhone, iPad, and iPod Touch.
 - *AlertOC.* Consider signing up for AlertOC, a mass notification system that sends up-to-date voice messages about emergencies and local events to a telephone number you provide. Knowing this information ahead of time may help you plan the best date to make a site visit and determine your most efficient route of travel. To sign up, visit <http://bos.ocgov.com/alertoc/alertoc.asp>.

- **The Buddy System.** You should visit wildlands only if you are accompanied by at least one other person. Consult OCTA policy to be sure that the person you select is approved to visit those properties. In most cases, only certain OCTA employees are allowed access to wildlands. Non-OCTA employees must be pre-approved by your supervisor.
- **Communication Device.** Bring along at least one form of communication device (vehicle radio, two-way radio, cell phone). Check to be sure that it is working, fully charged, or has fresh batteries. If rechargeable, bring its vehicle charger. Let your supervisor know which communication device(s) you are taking and what their numbers/call signs are. Many wildland properties have no cell phone reception, so be prepared to be out of cellular range. While traversing the site(s), monitor the reception of your communication devices. Consider a secondary means of communication. If an OCTA site has no communication reception, document and report it to your supervisor upon your return. He/she might have suggestions for future communication methods. In the event of an emergency, dial 911 or call Dispatch to report a problem.
- **On the Road.** Before you head out for the field, you need to determine if the vehicle you plan to take to the property is suitable for the terrain. If necessary, the vehicle may need high-clearance and/or four-wheel-drive. You also need to determine if the road conditions are conducive for your visit. Excessive mud at unpaved sites will certainly spoil your day. In general, unpaved sites should not be driven on for at least 48 hours after a significant rain event. Your vehicle must have an operable spare tire and the tools necessary to change a tire. The vehicle must also be maintained properly and have enough fuel for your visit and return trip.
- **Use Common Sense.** Wildland visits are for official uses only. Drugs are prohibited (except those for which you have a written medical prescription affixed to the container). No pets, alcohol, hunting, fishing, firearms, or smoking are permitted. Do not leave your trash at a site. Do not remove items from a site unless you have express permission to do so.

Equipping Your Vehicle

The vehicle you use to visit wildland properties should be outfitted with the following equipment:

- **Fire Extinguisher.** Make sure your fire extinguisher is rated as “2-A:10-B:C”. Such an extinguisher would be effective against (1) a Class A fire (most burnable items) that is 10 square meters in size (1-A covers five square meters in size, 2-A covers twice that size) or (2) a Class BC fire (B is for flammable and combustible gases and liquids, C is for energized electrical equipment) that is 2.5 square meters in size (1-BC covers 0.25 square meter, 10 times that is 2.5 square meters). Your fire extinguisher must have been inspected and certified as charged and fully operational within the last year. As a quick reminder, to use a fire extinguisher, follow the word PASS: **P**ull the pin, **A**im at the base of the fire, **S**queeze the lever, **S**weep from side to side. Even if you succeed in putting out a fire, report it to 911 or call Dispatch for guidance.



- **Shovel.** A long-handled shovel might be needed to dig yourself out of situations such as getting your vehicle out of mud or sand, piling soil atop a fire, or digging a path for water to flow. Be sure the shovel has an intact handle that will not drive splinters into your hands.
- **Drinking Water.** Bring along one gallon of drinking water per person, per field day. Add another ½ gallon per person for personal needs such as washing.
- **Personal Supplies.** Most wildland sites have neither restrooms nor washing facilities. Bring along a supply of toilet paper, hand-sanitizing liquid, paper towels, and other personal hygiene items as needed. If you or your companion(s) take prescription medications, be sure to take them along.
- **First Aid Kit.** A standard first aid kit should contain an assortment of small and large bandages, gauze pads, medical tape, small scissors, alcohol wipes, triangular cloth or bandage (to make an arm-sling), two or more very long lengths of rolled gauze, low dose baby aspirin, adult (non-enteric-coated) aspirin, and topical antibiotic. Note that the use of snake bite kits and devices are no longer recommended by the American Red Cross (Markenson et al. 2010) because they can cause tissue damage and do not benefit the victim; those kits and devices should be removed from all first aid kits.
- **Administration of First Aid.** Employees need to be aware that they should assist others in need of first aid and related situations. California's "Good Samaritan Act" (California Health and Safety Code §§1799.100-1799.112) encourages individuals to assist others in need during an emergency, and frees them from liability for any civil damages resulting from that assistance. Prior to administering Cardiopulmonary Resuscitation (CPR) and tending to serious injuries, employees should be formally trained and educated in those techniques and in strategies to avoid bloodborne pathogens.
- **A Few Good Tools.** Helpful tools include a whistle, work gloves, trash bags, flagging tape (to indicate plants, structures, or field items in need of service), a multi-purpose tool (or standard pliers, wire cutters, screwdrivers), and a hammer.



Site Considerations

- Most wildland sites are protected by a locking gate. After you unlock and pass through a locked gate, be sure to re-lock it.
- Do not operate heavy machinery unless you are officially approved/certified to do so.
- Do not use heavy machinery unless a full water truck or other similar fire extinguishing tool is also on site.
- Drive slowly enough to anticipate rough roads, bumps, holes, and obstructions.
- Drive only on paved roads and established unpaved routes. Do not deviate from those roads and routes unless it is unavoidable and you have prior approval to do so.

- Park your vehicle safely, in as level a spot as you can. Put the gear in Park, firmly set the emergency brake, and shut off the engine. Take your keys with you when you exit the vehicle. Do not park over tall, dry vegetation.
- If you encounter trespassers, do not confront or provoke them. Contact Dispatch with a description of the trespassers. Dispatch will alert local law enforcement who are trained and authorized to handle such situations. If the trespassers are threatening and/or appear to be engaged in illicit activities, leave the site immediately.

POTENTIAL HAZARDS IN WILDLANDS

A variety of hazards may be encountered in wildlands. These include physical hazards from non-living (abiotic) factors (e.g., rocks, debris, and environmental factors) and hazards from living (biotic) factors (e.g., toxic plants, poison oak, and potentially harmful animals).

Physical (Abiotic) Hazards

- **Topography.** Uneven terrain can make walking a challenge, so watch your step. Hills and valleys can be steep; do not attempt to walk up or down them unless you are physically up to the task.
- **Rocks, Unstable Land, and Leaf Litter.** Rocks may become loose and tumble downslope onto you or your colleagues. Walk around, not on, piles of rocks. The land might not be stable enough for your weight, especially at the edges of drop-offs and when soil is wet. Be aware of how firm the ground is as you step. Stay away from canyon or creek edges with steep slopes. Leaf litter (piles of dead leaves that accumulate on the ground) may rest atop a soil depression or other unstable ground. Do not walk in leaf litter, go around it.
- **Wind, Sun, Rain, Mud, Temperatures.** Environmental factors may produce sunburn and skin-drying. Apply sunscreen at least 20 minutes before you arrive at the wildland area. Rain can soak the ground and make it difficult to drive and walk. In general, neither drive nor walk on unpaved ground for at least 48 hours after a significant rain event. Have on hand a light windbreaker jacket to reduce exposure to winds and rain gear in case it rains. Postpone your visit during rainy, windy, and dust-driving events.
- **Safe Drinking Water.** Only drink water that has been properly treated so that it is safe to drink. Pathogenic organisms such as *Giardia lamblia* and *Entamoeba histolytica* are found in untreated water such as lakes, ponds, streams, creeks, and rivers throughout the world. Ingestion of water that contains them can cause severe gastrointestinal distress. Never drink untreated water from the outdoors.
- **Heat Stress and Hydration.** Exposure to high temperatures and exertion may cause heat-related illnesses such as heat stroke, heat exhaustion, or heat cramps. Heat stroke occurs when the body loses its ability to control its temperature. Symptoms include high body temperature, confusion, loss of coordination, hot dry skin, profuse sweating, throbbing headache, seizures, or coma. Heat exhaustion and heat cramps occur when the body loses an excessive amount of water and salts (electrolytes), usually through sweating. Symptoms of heat exhaustion include rapid heart beat, heavy sweating, extreme weakness or fatigue, dizziness, nausea and/or vomiting, irritability, fast shallow breathing, slightly elevated body temperature. Symptoms of heat cramps include muscle cramps, pain, or spasms in abdomen, arms, or legs. Treatment for all forms of heat stress includes moving the victim to shade, giving them water or other cool beverages to drink, cooling off their body with water (with wet towel/sponge or in a cool bath/shower). Medical treatment by a health care professional may be required. Ingesting salt tablets is not recommended as treatment for heat stress. Avoid heat stress by working only during cooler temperatures, preferably out of direct sunlight. Take frequent breaks, especially as the ambient temperature rises. Drink water often enough not to become thirsty (in general, at least once per hour). Carefully monitor yourself and coworkers for symptoms of heat stress.
- **Cold Stress.** Exposure to low temperatures or work in cold places may cause cold-related illnesses. Cold stress is generally not as severe here in warm, sunny southern California as it is in other parts of the country, but it can occur. Symptoms include

shivering, fatigue, loss of coordination, confusion, disorientation, slowed pulse and breathing, numbness, aching, bluish or pale waxy skin, and bleeding under the skin. Treatment includes moving the victim into a warm place, removal of wet clothing, application of warmth (usually with blankets or an electric blanket), and warm beverages. Do not give the victim alcoholic beverages. Medical treatment by a health care professional may be required. Avoid cold stress by wearing appropriate clothing and protecting head and extremities from heat loss. Wear a hat, take breaks in warm locations, carry extra clothing and chemical hot packs, and drink hot liquids. Carefully monitor yourself and coworkers for symptoms of cold stress.

- **Debris.** All sorts of debris (e.g., nails, rusty metals, sharp branches, and assorted sharp items) may exist on the site. Be aware of such hazards and avoid them. If your job includes the gathering and/or removal of such items, dress appropriately as required by your job description.
- **Fire.** In the event of fire that starts on site, attempt to suppress it with your fire extinguisher and shovel. Even if you succeed in putting out a fire, report it to 911 or call Dispatch for guidance. If an established fire is approaching your location, exit the location immediately; report it to 911; and call Dispatch for guidance.
- **Earthquakes.** While at a site, stand in areas that would be safe in the event of an earthquake. If your job or task requires you to be in problematic spots, then have an exit route planned. For example, if you are under a very large tree that has limbs that could break and fall, know where you could go to avoid those limbs.

Living (Biotic) Hazards

Toxic Plants

A few local plants are toxic to humans if they are ingested.

- **Blue Elderberry.** Blue elderberry (*Sambucus nigra* ssp. *caerulea*) is shrub or small tree, 6 to 26 feet tall and about as wide. Its leaves are about seven inches long and are divided into between three and nine leaflets. Its tiny creamy yellow flowers are arranged in broad clusters. Its fruits are small and round, and ripen in summer. The entire plant, especially its fruits, contains chemicals that are toxic to mammals (birds can eat them). Humans are exposed to the toxins when they make flutes from its hollow stems and from eating its fruits. Do not touch its sap nor ingest any part of the plant. Native to southern California, it is an important plant in the wild. Do not eradicate it.
- **Poison Hemlock.** Poison hemlock (*Conium maculatum*) is an upright annual that grows up to nine feet tall. Its green stems are covered with purple dots and blotches. Its carrot-like leaves are finely divided into numerous leaflets. Flowers are tiny, white, and arranged into round-topped clusters. All parts of this plant are extremely toxic. Do not touch its sap or ingest any part of the plant. It was introduced here from Europe and persists as an aggressive weed.



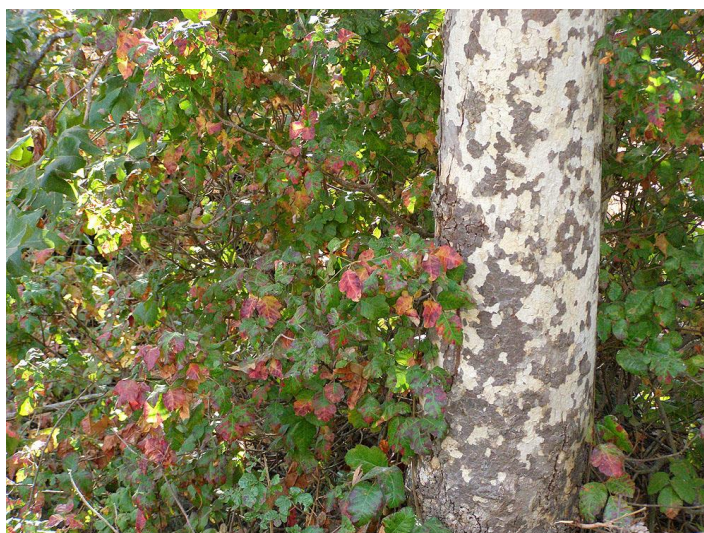
- **Castor Bean.** Castor bean (*Ricinus communis*) is an upright, branching shrub, green to purple in color, with huge palm-shaped leaves. Its flowers are small and appear on upright stalks. Each fruit is spiny and contains a single shiny seed mottled with purple. The sap contains Ricin, one of the most toxic natural chemicals known. Ingestion of a single seed causes death. Do not touch this plant, especially its seeds, leaves, and sap. It was introduced here from Europe and persists as an aggressive weed.



Dermatitis

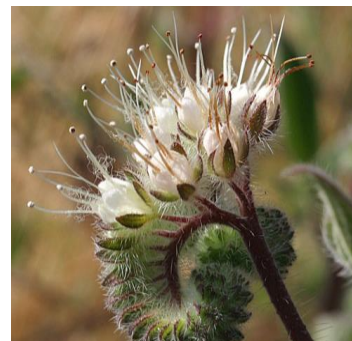
Some plants produce inflammation of the skin (dermatitis).

- **Western Poison Oak.** Western poison oak (*Toxicodendron diversilobum*) is a low-growing herb, shrub, or vine. Its leaves are divided into three variously shaped leaflets. Flowers are small, creamy yellow, and appear on short stalks near the leaf bases. Fruits are small and round. Its sap contains urushiol, which is a chemical that binds with skin upon contact. Later that day or one to two days later, it produces an intensely itchy rash with red fluid-filled pustules. The plant loses its leaves in fall and winter.



Contact with this plant (even when it is bare) can produce the rash. Do not contact any part of this plant. This plant should be trimmed only by qualified personnel in protective gear.

- **Cluster Flowers.** Cluster flowers (*Phacelia* spp.) are upright to sprawling annuals or perennials, often covered in hairs. Flowers are arranged in a dense, one-sided coil that looks like the head of a violin or tail of a scorpion. Each flower is more-or-less funnel-shaped; white-, blue-, or purple-colored. There are 13 types of cluster flowers in Orange County. Most of them have stiff, sharp-tipped hairs that lightly puncture the skin and inject chemicals that produce an itchy rash and raised pustules in some people. Do not contact any part of this plant. Native to California, they are important plants in the wild. Do not eradicate them. Some species are rare and legally protected.



- **Poodle Dog Bush.** Poodle dog bush (*Eriodictyon parryi* [formerly called *Turricula parryi*]) is an upright, short-lived perennial that can grow up to nine feet tall. Its leaves are long and narrow. Flowers are in dense clusters on long stalks. Each flower is trumpet-shaped and purplish. Like cluster flowers (they are related), it has long stiff hairs that inject chemicals which cause dermatitis in some people. Do not contact any part of this plant. Native to California, it is an important plant in the wild. Do not eradicate it.



Prickly, Spiny, and Thorny Plants

- **California Blackberry.** California blackberry (*Rubus ursinus*) is a long vine covered with straight or curved prickles. Its lower leaves are divided into three pointed leaflets, upper leaves similarly divided or 3-lobed, sometimes neither divided nor lobed. Its attractive flowers have five white petals. It produces a cluster of edible red-black fruits in summer. The prickles may puncture the skin but the plant has no toxins. It often grows entangled with western poison oak. Native to California, it is an important plant in the wild. Do not eradicate it. Note that a similar-looking species, Himalayan blackberry (*Rubus armeniacus*), has larger leaves with five pointed leaflets and is not native.





- **Gooseberries.** Gooseberries (*Ribes* spp.) are upright to sprawling shrubs, often around six to nine feet tall. It has leaves with three lobes, some hairless and shiny, others hairy and ruffled. Its flowers hang downward. They have white or red petals. Their edible fruits appear in spring and summer. There are four species in Orange County, and all have stout spines that grow from the nodes (the tissue from which leaves grow out of the stem). One of them also has numerous sharp prickles along the stem. The spines and prickles may puncture the skin, but the plants have no toxins. Native to California, they are important plants in the wild. Do not eradicate them.



- **Stinging Nettles.** Upright plants that grow in moist soils, their leaves are lance- to oval-shaped, with large teeth along the edges. Flowers are tiny, have no petals, and hang from short branched stalks near the leaf bases. Stems and leaves are covered in stiff stinging hairs that inject chemicals into skin upon contact. Do not contact any part of these plants. We have two species. Hoary Nettle (*Urtica dioica*) is a large upright perennial, 3-10 feet tall. It also has soft grey hairs that give it a grayish cast. Native to California, it is an important plant in the wild. Do not eradicate it. Dwarf Nettle (*Urtica urens*) is an upright annual to 2 feet tall, bright to dark green in color. A weed, introduced here from Europe.

- Cacti.** Cacti are upright perennials with green stems that store water. Their tiny leaves fall off in spring. Some leaves are modified into long spines that may puncture the skin; sometimes they break off and remain in the skin, necessitating medical treatment. In most species, the areoles (specialized tissues from which leaves and spines grow) also bear very short, slender, barbed spines called glochids. Glochids may enter the clothes and skin (often in the hands) from where they can be accidentally transferred to your eyes and sensitive skin, also necessitating medical treatment. Do not touch any part of a cactus. Native to California, cacti are important plants in the wild. Do not eradicate them.


- Chaparral yucca.** Chaparral yucca (*Hesperoyucca whipplei*) is an upright perennial with numerous long, stiff leaves. Each leaf has abundant tiny teeth along its edge and a stout spine at its tip. The large flower stalk begins to grow in mid-winter. Its creamy-yellowish to purplish flowers open in spring. Although the plant has no toxins, leaf tips can penetrate the skin and cause pain. Do not touch the leaves. Native to California, they are important plants in the wild. Do not eradicate them.




Arthropods

Arachnids

These animals have eight legs as adults, one to two main body parts, a variable number of eyes, and mouthparts (chelicerae) that pierce and suck body fluids from their prey or host.

- Ticks.** Ticks are small arachnids no bigger than a pencil-tip eraser (often much smaller), generally flattened front-to-back. They sit on plants with front legs outstretched and grab hold of an animal when it walks by. They drive their barbed mouthpart (hypostome) into the skin, inject salivary enzymes that digest blood, then suck the digested blood into their body. In the process, they leave some saliva, to which vertebrates often have a skin reaction. Some species harbor bacteria and/or viruses (microbes) that can be transmitted (vectored) to the host. Many of these microbes cause diseases such as Lyme disease and Rocky Mountain Spotted Fever; both have been reported locally. If a tick attaches, a tick-removing tool (available from most outdoor stores) or a pair of blunt-tipped forceps are needed to remove it. Prevent ticks by staying out of places they prefer, wear long pants with socks, and spray insect repellent on pant legs, socks, and shoes.



- **Mites.** Mites are similar to ticks but are much smaller, sometimes observable only with a magnifier. The young stages of some species (chiggers) often live near water, in grasslands, and among oak leaf litter. They feed on vertebrates for a short while, then crawl off. Their saliva produces intense-itching and raised pustules, but the effects appear only after the chiggers have departed. Prevent mites by staying out of places they prefer, wear long pants with socks, and spray insect repellent on pant legs, socks, and shoes.



- **Scorpions.** Scorpions are long arachnids with one main body part, two claw-tipped pedipalps, and a long tail that ends in a bulbous apparatus tipped with a spine. They live in earthen tunnels and under plant debris. They are generally active at night and feed on insects and other arachnids. Most species have venom in the bulb; the tail is used to drive the tip into a victim and inject venom. Local species are not fatal; their venom causes local pain, swelling, sweating, fever, nausea, and vomiting. A venomous species was introduced to southern California from Arizona in the late 1970s. Its venom has been recorded to cause death in some children and the elderly. It is usually simple to avoid scorpions. Do not place hands anywhere out of direct sight (e.g., under a board or log to lift it, do not reach blindly behind something), and do not tease or hold scorpions. If stung, wash the wound with soap and water. Apply ice. Keep the site lower than the heart. Get victim to medical treatment. If possible, collect the scorpion in a container and bring it to medical professionals who will consult with an entomologist.



- **Spiders.** All spiders bite and all spiders have venom. However, only one local spider has venom of consequence: the black widow spider (*Latrodectus hesperus*). It is an all-black spider about one inch long (including legs) with bulbous abdomen and a red hourglass (or two triangles) on its ventral (belly) side. Its mouthparts are tiny and the bite is not often felt. The venom typically takes effect up to an hour later. It produces severe muscle spasms, dizziness, nausea, vomiting, weakness, and severe anxiety. If bitten, treat like a scorpion sting (above). Avoid spiders as described under scorpion sting (above).

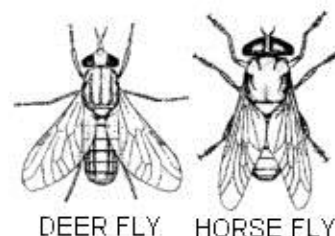


- **Centipedes.** These are long, skinny animals, flattened from front to back. Each body segment has a pair of running legs. The first pair of legs behind the head is modified into a pair of jaw-like pincers that produces a physically painful “bite” and injects a non-fatal venom. The venom produces alternating sensations of pain and numbing. If bitten, treat like a scorpion sting (see above). Avoid centipedes as described under scorpion sting (above).

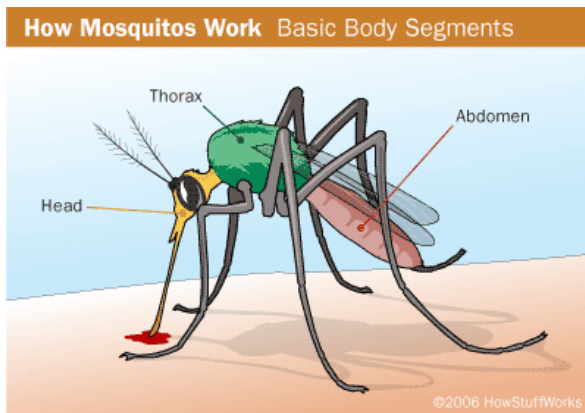


Biting and Stinging Insects

- **Beetles.** These insects have six legs, two antennae, and front wings (elytra) that are leathery or hardened. When the wings are closed, the elytra meet in a line down the center of the beetle's back. All beetles have a pair of opposable mandibles with which they cut off and chew their food. Do not pick up or harass beetles. They can give a nasty bite, but they have no venom. If bitten by a beetle, clean the wound with soap and water, then apply a topical antibiotic.
- **Horse and Deer Flies.** All flies have six legs, two antennae, and only two wings. These stout-bodied flies have large, colorful eyes. Their unusual mouthparts work like scissors that cut the skin of vertebrate animals; they lap up blood from the wound. They can give a nasty bite, but they have no venom. These flies are unavoidable if they are present in an area. Simply swat them away or capture them with an insect net. If bitten by a horse or deer fly, clean the wound with soap and water, then apply a topical antibiotic.




- **Mosquitoes.** These delicate flies have six long, slender legs; two thin wings; and a long straw-like proboscis (mouthpart) with which they pierce the skin of their host, inject salivary enzymes, and suck out digested blood. In the process, they leave some saliva, to which vertebrates often have a skin reaction. Some species harbor bacteria and/or viruses (microbes) that can be transmitted (vectored) to the host. Many of these microbes cause diseases such as malaria, western equine encephalitis, and west Nile; all have been reported locally. If bitten by a mosquito, clean the wound with soap and water, then apply a topical antibiotic. Prevent mosquito bites by staying out of places they prefer such as near stagnant water sources. Wear a long-sleeved shirts, pants, and socks. Spray insect repellent on clothing. Apply insect repellent to the skin only if it is safe for skin (read the label for information).



- Fleas.** Fleas are small insects flattened side-to-side, with six muscular legs for jumping. They feed in a manner similar to mosquitoes. Some species harbor bacteria and/or viruses (microbes) that can be transmitted (vectored) to the host. Many of these microbes cause diseases such as plague and rickettsia-caused disorders; plague has been reported locally. Treat bites and avoid fleas as directed under mosquitoes (above). Also, avoid approaching the body of a dead vertebrate animal; its fleas will be in search of another host nearby.


- Canyon Flies.** These small flies resemble house flies. Adults alight on vertebrate animals and use their sponge-like mouthparts to lap up saliva, mucous, and sweat, most often from the host's eyes, nostrils, and mouth. If the host has bacteria, they can be transferred to the fly's feet, belly, and mouthparts. When the fly alights on another host, bacteria can be transferred to the new host. Those bacteria that enter the eye can cause a condition called pink eye (conjunctivitis). Avoid these flies by swatting them away, wearing insect repellent, and/or facial netting that fits over a hat (available at most outdoor suppliers). Conjunctivitis is highly contagious and must be treated with antibiotics, available from your physician. To prevent its spread, wash your hands and do not touch your eyes.
- Stinging insects: Ants, Wasps, Bees (Hymenoptera).** These insects have four clear or darkened wings, though some are wingless. Like beetles, they have a pair of opposable mandibles with which they cut off and chew their food. They can give a nasty bite, but they have no venom. Female ants, wasps, and bees have an egg-laying apparatus modified as a stinger with which they deliver an often-potent venom. If stung, clean the wound with soap and water, then apply a topical antibiotic. Some people are allergic to hymenopteran venom. Most adults who are allergic already know of their allergy and carry a sting kit (often a dose of adrenalin administered with an EpiPen). Avoid encounters with ants by staying off their ground nest (often evidenced by a mound of soil around its entrance). Some ants nest in trees; to avoid them, do not climb trees.

Reptiles

These vertebrate animals have scale-covered skin, four legs, and a short-to-long tail.

- Lizards.** Lizards have numerous sharp teeth with which they capture their prey. They can give a nasty bite but none in the Orange County area have venom. Nearly all lizard bites are inflicted by those that are captured and held improperly. To avoid lizard bites, do not pick up lizards.



- **Snakes.** Snakes are descended from lizards and still share many of their characteristics. A unique snake feature is the lack of external legs, though they still have vestiges of hips (boas also have small external hind limbs). Most snakes can inflict a nasty, though non-venomous, bite. They are usually shy animals and will not bite unless threatened or mishandled.



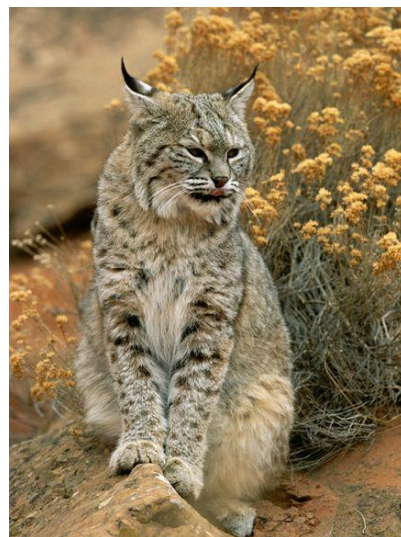
- **Rattlesnakes.** There are three species locally, all of which have large upper fangs with which they deliver very potent venom. Symptoms include pain, swelling, weakness, nausea, vomiting, chills, fever, and trouble breathing. If bitten, gently wash the wound. Plan for shock and skin-swelling. Remove jewelry and tight articles of clothing. Immobilize the place of the bite and keep it below the level of the heart. Do not use a tourniquet, bandage, or ice. Do not give victim food or drink. Do not use the “cut and suck” method often shown in movies. Do not use a snake bite kit. Transport the victim immediately to a trauma hospital (they often have anti-venom in stock). Avoid rattlesnake bites by watching where feet and hands are placed. Wear high-top boots when working in wildlands. Do not capture or pick up a rattlesnake.



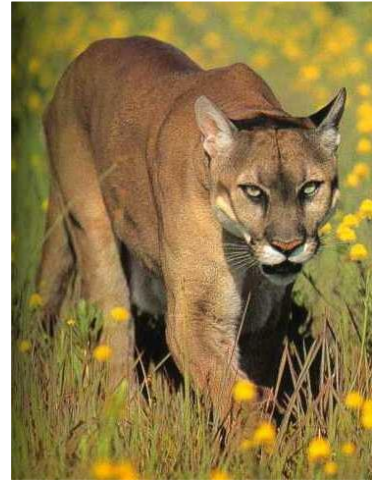
Mammals

These vertebrate animals have hair-covered skin, four legs, and a short-to-long tail or no external tail. Mammals do not have venom, but many species can inflict damage by their biting, tearing, and scratching. Some can vector the virus that causes rabies.

- **Squirrels, Skunks, Raccoon, Coyotes, Bobcats, and Humans.** Wounds caused by most mammals, such as squirrels, skunks, raccoons, coyotes, bobcats, and humans, cause their victim to bleed. Locate the site of bleeding and wash it thoroughly and repeatedly with clean water; then do so with soap and clean water for at least 3 minutes. Studies have shown that this method is effective in washing out pathogens, including the rabies virus. Once cleaned, cover the wounds with a sterile dressing and loosely tape it into place. Transport the victim immediately to a trauma hospital.



- **Mountain Lions.** Mountain lions (*Puma concolor*) are large native cats that are rare in Orange County, but they are present. Most often, they see humans but humans will not see them, and they will leave humans alone. When in their territory, take these steps to discourage their interest in you (CDFG 2011).
 - Do not hike, bike, or jog alone.
 - Avoid hiking or jogging at dawn, dusk, and at night when mountain lions are most active.
 - Keep a close watch on small children.
 - Do not approach a mountain lion.
 - Do not run if a mountain lion is seen; instead, face the animal, make noise, and try to look bigger by waving the arms; throw rocks or other objects. Pick up small children.
 - If attacked, fight back.
 - If a mountain lion attacks a person, immediately call 911.



IMPORTANT CONTACTS

- **Emergencies:** 911.
- **Poison Control:** (800) 222-1222.
- **Orange County Transportation Authority:**
See Appendix A for proper contact/notification procedures for each property.
- **Orange County Sheriff:** Emergency: 911; Non-emergency: (714) 647-7100 or (949) 770-6011.
- **Orange County Fire Authority:** Emergency: 911; Fire Information line (714) 573-6200.
- **AlertOC:** <http://bos.ocgov.com/alertoc/alertoc.asp>
- **California Department of Fish and Game (CDFG):** 24-hour dispatch center (916) 445-0045.
- **California Highway Patrol (CHP):** Emergency: 911; Non-emergency: 1-800-TELL-CHP (1-800-835-5247).
- **U.S. Fish and Wildlife Service (USFWS), Carlsbad:** (760) 431-9440.
- **National Weather Service:** <http://weather.gov/>

FIELD EQUIPMENT

Staff should bring a fully charged cell phone and OCTA-issued hand radio when heading out into the field. An OCTA utility vehicle should be used when conducting field visits. Standard field equipment kept in the vehicle should consist of a first aid kit, vehicle radio, hand radio, fire extinguisher, water, flashlight, shovel, hard hat, safety vest, snake chaps (during the warmer months), poison oak solvent, GPS unit, whistle, work gloves, trash bags, flagging tape (to indicate plants, structures, or field items in need of service), a multi-purpose tool (or standard pliers, wire cutters, screwdrivers), and a hammer.

CONTACT PROTOCOL

In case of emergencies, the points of contacts below should be consulted to ensure the appropriate personnel are aware of the emergency. The OCTA staff contacted is required to exercise discretion/judgment on who to contact as well as whom to seek direction from within OCTA. Some adjacent property owners/occupants also have OCTA staff's contact information. The points of contacts below assume that the emergency would occur after business hours, holidays, and/or the weekend.

The interim land manager/Preserve Manager or adjacent property owners calls OCTA Environmental Programs Manager regarding an issue

The Community Relations Officer is an alternate external contact

The contacted OCTA staff then decides on the extent of the emergency

If the situation is not life threatening, OCTA staff communicates the situation via email/phone to the Executive Director of Planning, Director of Strategic Planning, Manager of Transportation, Community Relations Officer, and Media Relations.

If the Planning and External Affairs Divisions determine that the situation is of sensitive nature the following steps would be followed:

- Environmental Programs Manager communicates situation to OCTA Dispatch, Transit, Health, Safety, and Env. Compliance, & Risk Manager (as needed)
- Executive Director of Planning, Director of Strategic Planning, and Manager of Transportation communicate to Chief Executive Officer (CEO) and/or Deputy CEO
 - CEO and or Deputy CEO would then communicate the situation to the OCTA Board, if appropriate
- Community Relations Officer & Media Relations communicates situation to External Affairs staff and maintains contact with Env. Program Manager
 - Depending on the nature of the emergency, the Executive Affairs staff communicates situation to the Public, as appropriate

If the Planning, External Affairs Divisions, and Media Relations determine that the situation is not of sensitive nature then staff would maintain contact with the appropriate agency in Appendix A to monitor and address the situation.

Once business hours resumes, the OCTA staff shall convene a briefing meeting with the appropriate personnel to discuss the emergency and if additional steps are needed to address the issue. These may include the above mentioned parties, Legal Counsel, and Human Resources Division, etc.

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- Papp, C.S. and L.A. Swan. 1983. *A Guide to Biting and Stinging Insects and Other Arthropods* (Second enlarged edition). Sacramento, CA: Entomography Publications.

EXHIBIT B: PROPOSED AGREEMENT

1 **PROPOSED AGREEMENT NO. C-1-3378**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5
6 **THIS AGREEMENT** is effective as of this ____ day of _____, 20__
7 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street,
8 P.O. Box 14184, Orange, CA 92863-1584, a public corporation of the State of California (hereinafter
9 referred to as "AUTHORITY"), and , , , (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to provide design services
12 for gully repair and restoration at the Trabuco Rose Preserve; and

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

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

16 **WHEREAS**, CONSULTANT wishes to perform these services.

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

19 **ARTICLE 1. COMPLETE AGREEMENT**

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

25 /

26 /

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

8 **ARTICLE 2. AUTHORITY DESIGNEE**

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

11 **ARTICLE 3. SCOPE OF WORK**

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

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

18 **Names**

Functions

19
20
21
22
23 C. No person named in paragraph B of this Article, or his/her successor approved by
24 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function
25 or level of commitment hereunder be changed, without the prior written consent of AUTHORITY.
26 Should the services of any key person become no longer available to CONSULTANT, the resume and

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

ARTICLE 4. TERM OF AGREEMENT

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

ARTICLE 5. PAYMENT

A. For CONSULTANT's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provision set forth in Article 6, AUTHORITY shall pay CONSULTANT on a firm fixed price basis in accordance with the following provisions.

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

<u>Task</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Project coordination and meetings	.00
2	Draft report	.00
3	Final report	<u>.00</u>
TOTAL FIRM FIXED PRICE PAYMENT		.00

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

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

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

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

- 20 1. Agreement No. C-1-3378;
- 21 2. Specify the task number for which payment is being requested;
- 22 3. The time period covered by the invoice;
- 23 4. Total monthly invoice (including project-to-date cumulative invoice amount); and
24 retention;
- 25 5. Monthly Progress Report;
- 26 6. Weekly certified payroll for personnel subject to prevailing wage requirements;

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

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

ARTICLE 6. MAXIMUM OBLIGATION

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

ARTICLE 7. NOTICES

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

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To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Sonja Gettel

Title:

Title: Senior Contract Administrator

Phone:

Phone: (714) 560-5562

Email:

Email: sgettel@octa.net

cc: Dan Phu

Title: Program Manager

Cc: Dan Phu

Title: Program Manager

Phone: (714) 560-5907

Email: dphu@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

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

B. Should CONSULTANT's personnel or a state or federal agency allege claims against AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or /

1 allegations involving any other independent contractor misclassification issues, CONSULTANT shall
2 defend and indemnify AUTHORITY in relation to any allegations made.

3 **ARTICLE 9. INSURANCE**

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

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

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

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

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

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

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

24 C. CONSULTANT shall include on the face of the certificate of insurance the Agreement
25 Number C-1-3378; and, the Contract Administrator's Name, Sonja Gettel.

26 /

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

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

6 **ARTICLE 10. ORDER OF PRECEDENCE**

7 Conflicting provisions hereof, if any, shall prevail in the following descending order of
8 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of
9 RFP 1-3378; (3) CONSULTANT's technical proposal dated _____, CONSULTANT's cost
10 proposal dated _____, and (4) all other documents, if any, cited herein or incorporated
11 by reference.

12 **ARTICLE 11. CHANGES**

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

21 B. CONSULTANT shall only commence work covered by an amendment after the amendment
22 is executed by AUTHORITY.

23 **ARTICLE 12. DISPUTES**

24 A. Except as otherwise provided in this Agreement, when a dispute arises between
25 CONSULTANT and AUTHORITY, the project managers shall meet to resolve the issue. If project
26 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts

Administration and Materials Management (CAMM), who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The decision of the Director, CAMM, shall be the final and conclusive administrative decision.

B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of this Agreement and in accordance with the decision of AUTHORITY's Director, CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any AUTHORITY official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

ARTICLE 13. TERMINATION

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

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

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ARTICLE 14. INDEMNIFICATION

To the maximum extent permitted by Civil Code section 2782.8, CONSULTANT shall indemnify and hold harmless AUTHORITY, its officers, directors, employees and agents ("Indemnitees") from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with any and all claims of whatever nature arising out of CONSULTANT'S performance of the work under this Agreement.

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

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

<u>Subcontractor Name/Address</u>	<u>Subcontractor Amounts</u>

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

CONSULTANT shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONSULTANT's accounting books, records, work data, documents and facilities, as AUTHORITY deems necessary. CONSULTANT shall maintain such books, records, data and documents in

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

8 **ARTICLE 17. FEDERAL, STATE AND LOCAL LAWS**

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

12 **ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY**

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

20 **ARTICLE 19. PROHIBITED INTERESTS**

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

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

25 A. The originals of all letters, documents, reports and other products and data produced under
26 this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made

1 for CONSULTANT's records but shall not be furnished to others without written authorization from
2 AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein
3 shall be retained by AUTHORITY.

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

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

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

20 A. In lieu of any other warranty by AUTHORITY or CONSULTANT against patent or copyright
21 infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any
22 claim or suit against AUTHORITY on account of any allegation that any item furnished under this
23 Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes
24 upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and
25 damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in
26 writing of the suit or claim and given authority, information and assistance at CONSULTANT's expense

1 for the defense of same. However, CONSULTANT will not indemnify AUTHORITY if the suit or claim
2 results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form
3 infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in
4 combination with other material not provided by CONSULTANT when such use in combination infringes
5 upon an existing U.S. letters patent or copyright.

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

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

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

25 B. CONSULTANT will promptly advise AUTHORITY if it finds that the project being designed
26 will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within

1 these limitations. Upon receipt of such information, AUTHORITY will review CONSULTANT's revised
2 estimate of construction cost. AUTHORITY may, if it determines that the estimated construction
3 contract price is so low that award of a construction contract not in excess of such estimate is
4 improbable, authorize a change in scope or materials as required to reduce the estimated construction
5 cost to an amount within the estimated construction contract price set forth by AUTHORITY, or
6 AUTHORITY may adjust such estimated construction contract price. When bids or proposals are not
7 solicited or are unreasonably delayed, AUTHORITY shall prepare an estimate of constructing the
8 design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance
9 within the funding limitation.

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

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

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

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

26 /

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

8 **ARTICLE 25. GENERAL WAGE RATES**

9 A. CONSULTANT warrants that all mechanics, laborers, journeypersons, workpersons,
10 craftspersons or apprentices employed by CONSULTANT or subcontractor at any tier for any work
11 hereunder, shall be paid unconditionally and not less often than once a week and without any
12 subsequent deduction or rebate on any account (except such payroll deductions as are permitted or
13 required by federal, state or local law, regulation or ordinance), the full amounts due at the time of
14 payment, computed at a wage rate and per diem rate not less than the aggregate of the highest of the
15 two basic hourly rates and rates of payments, contributions or costs for any fringe benefits contained in
16 the current general prevailing wage rate(s) and per diem rate(s), established by the Director of the
17 Department of Industrial Relations of the State of California, (as set forth in the Labor Code of the State
18 of California, commencing at Section 1770 et. seq.), or as established by the Secretary of Labor (as set
19 forth in Davis-Bacon Act, 40 U.S.C. 267a, et. seq.), regardless of any contractual relationship which
20 may be alleged to exist between CONSULTANT or subcontractor and their respective mechanics,
21 laborers, journeypersons, workpersons, craftspersons or apprentices. Copies of the current General
22 Prevailing Wage Determinations and Per Diem Rates are on file at AUTHORITY's offices and will be
23 made available to CONSULTANT upon request. CONSULTANT shall post a copy thereof at each job
24 site at which work hereunder is performed.

25 B. In addition to the foregoing, CONSULTANT agrees to comply with all other provisions of the
26 Labor Code of the State of California, which is incorporated herein by reference, pertaining to workers

1 performing work hereunder including, but not limited to, those provisions for work hours, payroll records
2 and apprenticeship employment and regulation program. CONSULTANT agrees to insert or cause to
3 be inserted the preceding clause in all subcontracts which provide for workers to perform work
4 hereunder regardless of the subcontractor tier.

5 **ARTICLE 26. CONTRACTOR PURCHASED EQUIPMENT**

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

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

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

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

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ARTICLE 27. CONFLICT OF INTEREST

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

ARTICLE 28. CODE OF CONDUCT

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

ARTICLE 29. PROHIBITION ON PROVIDING ADVOCACY SERVICES

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

ARTICLE 30. PROHIBITION

To prevent potential conflicts of interest the prime consultant and all subconsultants, (at any tier) awarded this contract for design services for gully repair and restoration at the Trabuco Rose Preserve, will be ineligible to participate, in any tier in the construction management services and construction services required to deliver the gully repair and restoration at the Trabuco Rose Preserve.

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ARTICLE 31. HEALTH AND SAFETY REQUIREMENTS

CONSULTANT shall comply with all the requirements set forth in Exhibit B, Level 2 Safety Specifications. As used therein, "Contractor" shall mean "Consultant," and "Subcontractor" shall mean "Sub-consultant."

ARTICLE 32. FORCE MAJEURE

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-1-3378 to be executed as of the date of the last signature below.

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Meena Katakia
Manager, Capital Projects

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

James M. Donich
General Counsel

Date: _____

EXHIBIT C: FORMS

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

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:

EXHIBIT D: SAFETY SPECIFICATIONS

LEVEL 2 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC), requirements of this safety specification, project site requirements, and bus yard safety rules as well as all federal, state, and local regulations pertaining to scope of work 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 reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

C. INJURY AND 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.

D. 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.

E. HAZARD COMMUNICATION PROGRAM

- 1. 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 products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- 2. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

F. STORM WATER POLLUTION PREVENTION PLAN

1. 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. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

G. DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE

1. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
2. 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 cost, schedule and budget impacts.
3. The Contractor's HSE Representative is subject to acceptance by the Authority Project Manager, and the HSEC Department. All contact information of the HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager, upon request, within 72 hours.
4. The Contractor's HSE Representative shall hold a current certification from the Board of Certified Safety Professionals (BCSP) and have five years of demonstrated construction/scope experience enforcing HSE compliance on construction, industrial or similar project scopes. The designated HSE Representative shall participate in any required HSE related submittals. The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.
5. Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or property, and who has authorization to take prompt corrective measures to eliminate them.
6. Qualified Individual means an individual who by possession of a recognized degree, certificate, certification or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the Project.

H. SCOPE PLANNING

Prior to any scope work activity or task, the Contractor shall evaluate the hazards of the scope of work and the work environment to ensure proper control measures are identified for employee public and property protection measures to prevent incidents. This evaluation shall be implemented by developing a written site specific Job Hazard Analysis (JHA) or similar tool designed for planning the work to prevent incidents. The plan shall be provided to the Authority's Project Manager, upon request, within 72 hours.

I. ORIENTATION

1. 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 or 3 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.
2. Copies of orientation documents shall be provided to the Authority Project Manager within 72 hours upon request.

J. TRAFFIC & PARKING

The Contractor shall ensure that all Contractor vehicles, including those of their subcontractors, suppliers, vendors and employees are parked in designated parking areas, personal vehicles shall be parked in the employee parking lot, work vehicles required in the maintenance area of a bus base shall be identified by company name and/or logo, covered by the company insurance, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots. Vehicles without appropriate company name and logo are considered personal vehicles and not allowed in the maintenance area of the bus base.

K. GENERAL PROVISIONS

1. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
2. The Contractor shall immediately notify the Authority's Project Manager whenever local, state or federal regulatory agency personnel are identified as being onsite.

3. The Authority HSEC 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 pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
4. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.
5. The Contractor shall instruct all its employees, and all associated subcontractors under contract with the Contractor who work on Authority property in the recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.
6. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, and each Contractor is encouraged to exceed minimum requirements. When the Contractor safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of the public and workers.

1.2 ENVIRONMENTAL REQUIREMENTS

- A. The Contractor shall comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, contaminated soils, hazardous waste, storm water, and resources of archaeological significance. Expense of compliance with these laws and regulations is considered included in the agreement. Contractor shall provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.
- B. The Contractor shall prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials. Fuels, oils, bitumen, calcium chloride, cement, or other contaminants that would contribute to water pollution shall not be dumped into or placed where they will leach into storm drains, rivers, streams, irrigation ditches, or reservoirs. If operating equipment in streambeds or in and around open waters, protect the quality of ground water, wetlands, and surface waters.
- C. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.

- D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
 3. Incidents impacting the environment, i.e. spills or releases on Authority 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 a written incident investigation report shall be submitted to 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, Investigative photos of the existing conditions and area around the injury/incident scene, 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, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.

- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
 4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 PERSONAL PROTECTIVE EQUIPMENT

Contractors, and all associated subcontractors, vendors and suppliers are required to provide their own personal protective equipment (PPE), including eye, head, foot, and hand protection, respirators, reflective safety vests, and all other PPE required to perform their work safely on Authority projects.

1.5 LANGUAGE REQUIREMENTS

The Contractor for safety reasons shall ensure employees that do not read, or understand English, shall have a bilingual supervisor or foreman when on the Authority property or projects.

1.6 WARNING SIGNS AND DEVICES

The Contractor shall provide signs, signals, and/or warning devices to be visible when and where a hazard exists. Signs, signals, and/or warning devices shall be removed when the hazard no longer exists.

1.7 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. Board of Certified Safety Professionals (BCSP)
- F. OCTA Yard Safety Rules

END OF SECTION

**EXHIBIT E: PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL
DOCUMENTS**

PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL DOCUMENTS

Offeror is required to submit one copy of the completed and signed form as part of its proposal and it should be included only in the original proposal. Offeror shall complete either Option 1 or Option 2 which ever applies.

Option #1: Public Records Act Indemnification Agreement

By signing below, the Proposer agrees as follows regarding its Proposal:

If Authority receives a Public Records Act request (Government Code sections 6250 et seq.) which seeks any portion of Proposer's proposal that the Proposer has marked as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation (the "PRA Documents"), the Authority will notify the Proposer of the request. The Proposer shall, within three business days of such notification from the Authority, inform the Authority as to whether it desires the PRA Documents to be withheld, and shall thereafter timely provide a legal basis for each such requested withholding. If the Authority determines to withhold the PRA Documents, Proposer shall indemnify and defend Authority from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs.

Proposer shall pay all costs, immediately as they come due, pertaining to any action under the Public Records Act related to any portion of Proposer's proposal marked or designated as described above, and withheld by Authority. If the Proposer fails to notify the Authority in writing within three business days, or to timely provide a legal basis for the withholding of documents, Proposer agrees that Authority shall release and disclose Proposer records, notwithstanding any marking or designation of the PRA Documents.

In no case shall Authority be liable for any inadvertent disclosure of any Proposer proposal documents, or any disclosure made by Authority upon a good faith belief that disclosure is required by law, or in the event Proposer has failed to notify the Authority in writing of its desire to withhold the PRA Documents within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such PRA Documents, and Proposer waives any claims it may have had related to such disclosure.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____

Option #2: Non-Applicability

This Proposer has not marked any portion of its proposal as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____