

REQUEST FOR PROPOSALS (RFP) 3-1975

**INTERSTATE 5, INTERSTATE 405 AND
STATE ROUTE 55 ENVIRONMENTAL
COMMUNITY OUTREACH**



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

Key RFP Dates

Issue Date:	October 11, 2013
Pre-Proposal Conference Date:	October 17, 2013
Question Submittal Date:	October 21, 2013
Proposal Submittal Date:	November 12, 2013
Interview Date:	December 4, 2013

TABLE OF CONTENTS

SECTION I:	INSTRUCTIONS TO OFFERORS	1
SECTION II:	PROPOSAL CONTENT	8
SECTION III:	EVALUATION AND AWARD	15
EXHIBIT A:	SCOPE OF WORK	18
EXHIBIT B:	COST AND PRICE FORMS.....	25
EXHIBIT C:	PROPOSED AGREEMENT	27
EXHIBIT D:	PARTY AND PARTICIPANT DISCLOSURE FORMS.....	28
EXHIBIT E:	STATUS OF PAST AND PRESENT CONTRACTS	38
EXHIBIT F:	SAFETY SPECIFICATIONS	40



October 11, 2013

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 3-1975: "INTERSTATE 5, INTERSTATE 405 AND STATE ROUTE 55 ENVIRONMENTAL COMMUNITY OUTREACH"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to help develop and conduct a comprehensive public outreach program for Santa Ana Freeway, Interstate 5 (I-5), San Diego Freeway, Interstate 405 (I-405), and the Costa Mesa Freeway, California State Route 55 (SR-55) project. The budget for this effort is \$300,000 for a term of three years.

Proposals must be received in the Authority's office at or before 2:00 p.m. on November 12, 2013.

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

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

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

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

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

Firms interested in obtaining a copy of this RFP may do so by downloading the RFP from CAMM NET at www.octa.net/cammnet.

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 www.octa.net. From the site menu click on CAMM NET to register.

To receive all further information regarding this RFP 3-1975, 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	Consultant Services – General Consultant Services, Transportation Planning Consultant Services, Transit Planning
Marketing, Advertising & Media	Advertising – Public Relations Communications Marketing Services Copywriting Services Graphic Arts Design Services (Not Printing) Graphic Production Services Mail House Services Photography Public Relations/Outreach Services
Printing & Reproduction Services	Printing and Related Services
Services (General)	Language/Interpreter Services

A pre-proposal conference will be held on October 17, 2013, at 8:30 a.m., at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 829. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established December 4, 2013 as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

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

A pre-proposal conference will be held on October 17, 2013, at 8:30 a.m., at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 829. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

Yvette Crowder, Senior Contract Administrator
Contracts Administration and Materials Management Department
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5616, Fax: 714.560.5792
Email: ycrowder@octa.net

E. CLARIFICATIONS**1. Examination of Documents**

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

specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference, must be put in writing and must be received by the Authority no later than 3:00 p.m., on October 21, 2013.
- b. Requests for clarifications, questions, and comments must be clearly labeled, "Written Questions." The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, 4th Floor, Orange, California 92868
 - (3) Facsimile: (714) 560-5792
 - (4) Email: ycrowder@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than October 23, 2013. Offerors may download responses from CAMM NET at www.octa.net/cammnet, or request responses be sent via U.S. Mail by emailing or faxing the request to Yvette Crowder, 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:Commodity:Category:

Professional Consulting

Commodity:

Consultant Services – General
 Consultant Services, Transportation
 Planning
 Consultant Services, Transit Planning
 Advertising – Public Relations
 Communications Marketing Services
 Copywriting Services
 Graphic Arts Design Services (Not Printing)
 Graphic Production Services
 Mail House Services
 Photography
 Public Relations/Outreach Services
 Printing and Related Services
 Language/Interpreter Services

Marketing, Advertising &
Media

Printing & Reproduction
 Services
 Services (General)

Inquiries received after 5:00 p.m. on October 21, 2013 will not be responded to.

F. SUBMISSION OF PROPOSALS**1. Date and Time**

Proposals must be received in the Authority's office at or before 2:00 p.m. on November 12, 2013.

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

2. Address

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

**Orange County Transportation Authority
 Contracts Administration and Materials Management (Camm)
 600 South Main Street, 4th Floor
 Orange, California 92868
 Attention: Yvette Crowder, Senior Contract Administrator**

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

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

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

3. Identification of Proposals

Offeror shall submit an **original and 5 copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number.

4. Acceptance of Proposals

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

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

Where two or more 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.

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time-and-expense price contract for a term of three years, for work 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.

M. 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.

SECTION II: PROPOSAL CONTENT

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

Proposals should be typed with a standard 12 point font, double-spaced, and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11" x 17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed eighty (80) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Yvette Crowder, Senior Contract Administrator, and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, telephone 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 120 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) Demonstrate superior understanding of and high-quality experience developing and implementing comprehensive community outreach programs mandated and necessary during the environmental, design, right-of-way and construction phases of the development process, and construction stages on highway and/or transportation projects.
- (5) Demonstrate knowledge and understanding of the California Environmental Quality Act and National Environmental Policy Act process.
- (6) Show the firm's understanding of Orange County's current transportation issues.
- (7) Possess command of the principles and practices that lead to effective public outreach and participation, including the ability to identify and engage stakeholders, integrate technical findings into a public involvement program, and facilitate the development of consensus among diverse interests.

- (8) Identify subcontractors by company name, address, contact person, telephone number, email address, and project function. Describe Offeror's experience working with each subcontractor.
- (9) 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 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) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (4) 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 work 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 work, specify who would perform them, and provide the number of hours anticipated for each member of the project staff.
- (3) Identify methods that Offeror will use to ensure quality control, as well as budget and schedule control for the project.
- (4) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (5) 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.
- (6) Provide samples of past collateral for similar public outreach campaigns. Copies of samples should be included with the original proposal and each proposal copy. Paper samples, not CDs, should be provided.

d. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the Authority's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements as set forth in Exhibit C.

4. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services described in Exhibit A, Scope of Work.

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue

a time-and-expense price contract specifying fully burdened labor rates and anticipated expenses to complete the Scope of Work.

5. Appendices

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

B. FORMS

1. Party and Participant Disclosure Forms

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete and sign the Party and Participant Disclosure Forms provided in this RFP and submit as part of the proposal. Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal and it should be included in only the **original** proposal. The prime consultant and subcontractors must complete the form entitled "Party Disclosure Form." The form entitled "Participant Disclosure Form" must be completed by lobbyists or agents representing the prime consultant. The form is included in Exhibit D. Therefore, the prime consultant, subcontractors, and agents will be required to report all campaign contributions from the proposal submittal date up and until the Board of Directors makes a selection, which is currently scheduled for January 27, 2014.

2. Status of Past and Present Contracts Form

Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement, or litigation. A separate form must be completed for each contract you identify. The Status of Past and Present Contracts Form can be found in Exhibit E.

Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit **one** copy of the completed form(s) as part of its proposals and it should be included in only the **original** proposal.

3. Safety Specifications

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

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; experience working with public agencies; strength and stability of the firm; strength, stability, experience, and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 25%**
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 30%**
Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity, and specificity of work plan; utility of suggested technical or procedural innovations.
- 4. Cost and Price 25%**
Reasonableness of the total price; competitiveness with other offers received; adequacy of data in support of figures quoted.

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 December 4, 2013 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 proposal evaluations, Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues, and submit a final cost/price offer. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Legislative and Communications Committee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Board Committee will review the evaluation committee's recommendation and forward its decision to the full Board of Directors for final action.

C. AWARD

The Authority will evaluate the proposals received and will submit, with approval of the Legislative and Communications Committee, the proposal considered to be the most competitive to the Authority's Board of Directors, for consideration and selection. The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

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

The selected Offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within seven (7) business days of notification of the contract award.

EXHIBIT A: SCOPE OF WORK

Scope of Work

Interstate 5 (I-5), Interstate 405 (I-405), to the California State Route 55 (SR-55) Environmental Community Outreach

I-5, I-405 to SR-55 Project Background

The project will increase the Santa Ana Freeway (I-5) capacity and reduce congestion by adding new northbound and southbound general purpose lanes and improving key interchanges between the San Diego Freeway (I-405) and the Costa Mesa Freeway (SR-55). This segment of I-5 is the major route serving activity areas in the cities of Irvine, Tustin, Santa Ana, and south Orange County.

The current traffic volume on this segment of I-5 is about 356,000 vehicles per day and is expected to increase nearly 24 percent by 2030, bringing it up to 440,000 vehicles per day.

Projected Schedule

The scope involves communications and outreach support for the environmental phase for fiscal years 2013 to 2016.

Community Outreach Assistance

Orange County Transportation Authority (OCTA) is seeking consultant assistance to help develop and conduct a comprehensive public outreach program working together with the technical team during the environmental phase of this project.

The public outreach program will share with the public the general scope of the project and the technical team's progress during the environmental phase. The consultant hired should have a full range of professional public outreach skills and an understanding of the issues, audiences and technical process required to inform the community about the project and effectively engage different stakeholder groups.

The consultant team shall have a demonstrated understanding of Orange County and the full range of growth challenges during the next several decades. The consultant should have background knowledge and experience in the environmental and design process, and understanding of the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) process.

The consultant team will be required to attend and participate in the technical team meetings as appropriate and will report directly to the designated OCTA Public Communications staff member.

OCTA seeks a consultant team with skills, experience, and knowledge in the following key areas:

- Demonstrated ability to work objectively and develop a consensus on complex county transportation projects.
- Ability to decipher technical findings and communicate them to the public in understandable terms.
- Demonstrated in-depth understanding of the environmental and CEQA/NEPA process.
- Demonstrated in-depth understanding of Orange County communities, cities and other groups and organizations.
- Demonstrated understanding of Orange County transportation issues.
- Principles and practices of effective public outreach and participation, including the ability to identify and engage stakeholders, integrate technical findings into a public involvement program, and facilitate the development of consensus among diverse interests.

Consultant Management and Role of the Consultant

An outreach project manager from OCTA's Public Communications Department will be the key contact and direct the consultant selected. Under the direction of the outreach project manager, the consultant will be responsible for developing and implementing a comprehensive public outreach program for the environmental phase of this project. The public outreach consultant will be expected to work in tandem with the technical consultants. Likewise, the technical teams have agreed to support public involvement efforts by attending community meetings and providing needed staff support and information.

CONSULTANT'S SCOPE OF SERVICES

Project Staffing and Administration

The consultant shall ensure adequate staffing to achieve the objectives of the public outreach program. The consultant project manager shall be responsible for the overall and daily management of the consultant team and day-to-day communications with the OCTA outreach project manager.

The consultant project manager shall ensure the timely and integrated production of all public outreach work tasks. The consultant project manager may be removed and replaced only with the written consent of the OCTA outreach project manager. Due to the importance of consistent project management to the timely completion of the project, OCTA will consider the unauthorized removal of the consultant project manager as grounds for termination of the contract. OCTA reserves the right to require the consultant to remove and replace the consultant project manager or any member of the consultant/sub-consultant team from the project for cause.

The consultant project manager shall communicate and coordinate in a timely manner all work and progress on the public involvement program with the OCTA outreach project manager. Coordination and administration for the public involvement program shall include, but is not limited to, the following:

- Monthly progress reports, prepared by the consultant project manager and submitted to the OCTA outreach project manager, shall be included with each monthly invoice. Progress reports shall include: the status of work and budget by task; significant accomplishments; problems encountered and anticipated with potential solutions; decisions to be made by OCTA and/or other agencies; public involvement program schedule updates as needed; and work planned for the next month (by task and responsible person).
- Monthly invoices, prepared by the consultant project manager and submitted to the OCTA outreach project manager for approval and payment, shall be prepared to provide a summary of project budget activity-to-date and show costs against each major task, and/or subtask as appropriate. All deliverables i.e. public notifications, newsletters, online communications, social media activity, meeting minutes, shall be included in each monthly invoice on a disk. Specific billing requirements will be provided by OCTA staff upon award of the contract.
- Attendance at monthly project team meetings at OCTA offices or other designated locations, as necessary, will include the consultant project manager and other consultant staff as appropriate, and the OCTA outreach project manager, in order to review project status and progress in order to effectively coordinate the public involvement program activities with the overall project activities and schedule.

Identify Target Audiences, Conduct Ascertainments and Develop Project Database

The goal of the I-405 to SR-55 project ascertainment and other research task is to identify key stakeholders and/or their constituents, gauge community perceptions about proposed improvements, and begin building relationships and two-way communication that will result in a thorough Excel database. The research will be conducted in the first several months of the contract.

Coordination and administration of an Excel database shall include, but not be limited to the following:

- A list of stakeholders including residents, businesses, entertainment venues in Santa Ana, Tustin and Irvine, chambers of commerce, homeowner associations, political, religious and minority community leaders. The list should include full contact information for each stakeholder including preferred method of communication and language.

- Potential stakeholder interviews conducted using a prepared list of questions approved by the OCTA community outreach project manager. The OCTA outreach project manager will attend interviews with the consultant.
- A report to accompany the ascertainment database outlining key findings and insights.
- A media (i.e. DVD/CD) with the entire database shall be provided to OCTA at the conclusion of the contract.

Target Audiences

The following stakeholders have been identified from previous public involvement efforts. The consultant shall include the following in their research and add new stakeholders as appropriate.

Primary Corridor Cities/Communities

- Santa Ana
- Tustin
- Irvine

Community Stakeholders

- Elected officials
- Residents
- Business owners
- Commuters
- Large employers
- Chambers of Commerce
- Schools (elementary, junior high, high school, colleges)
- Major shopping and entertainment venues
- Golf courses
- Tourism industry
- Media both traditional and new media
- Traffic reporters
- Diverse communities and stakeholders

Develop a Comprehensive Public Outreach Plan

The consultant team shall prepare a comprehensive public outreach plan for the I-405 to SR- 55 environmental phase, including a detailed budget and schedule to include all of the tasks described in this Scope of Work. The public outreach plan schedule shall include all activities (by work task, whether performed by the consultant team or by others), start dates, activity durations, product submittal dates, and relationships among work tasks. The schedule shall account for interface with, and review by, OCTA. The

budget and schedule will be reviewed and approved by the OCTA outreach project manager and shall be regarded as the baseline against which public outreach plan status and progress is measured and reported.

The consultant shall develop the program plan through the use of research, established methods, effective tools, and resources. The public outreach program must communicate effectively with the target audiences shown below and any others that the consultant may identify. The consultant will update and revise the plan on an annual basis.

The public outreach plan must meet the following objectives:

1. Support the technical team's efforts to fulfill outreach activities required by California Department of Transportation (Caltrans) and the Federal Highway Administration (FHWA) during the environmental phase of the project.
2. Maximize distribution of information to interested stakeholders.
3. Present technical information to the community in ways that can be clearly understood by the general public.
4. Use communication tactics appropriate for the nature of information to be distributed and the input required in a cost-effective manner.
5. Proactively reach out to community leaders and interest groups.
6. Build consensus among various interest groups to prepare for the construction phase of the project.
7. Provide a framework for the OCTA project manager to develop and maintain ongoing relationships with key local elected and government officials.
8. Serve as reference for questions about the project.
9. Inform the public of the project's ultimate benefits.

Execute Comprehensive Public Outreach Plan

A variety of methods and tools could be used for the public outreach program such as one-on-one meetings with city officials and interested stakeholders, city council presentations, public input cards, e-newsletters, neighborhood meetings, open houses, etc. Social media is no longer considered an emerging technology, but one widely used now to deliver cost-effective and immediate communication with constituents. OCTA is seeking the consultant's expertise to determine the best strategy to keep the community informed during the I-405 to SR-55 environmental phase.

Appropriate public involvement techniques may include, but are not limited to:

- One to two scoping meetings, one to two public open houses, as well as one to two public workshops/neighborhood meetings to inform the local community about the environmental documentation phase.
 - Research and identify meeting locations
 - Assist with development of exhibits. The technical consultant will assist with graphics and the final boards.

- Coordinate promotion activities for the meetings, including news releases, auto calls, ads and e-mail blasts.
- Write copy for ads and coordinate ad placement.
- Oversee production of postcard mailings to stakeholders.
- Set up and staff meetings, including the sign-in table.
- Documentation of public input – consultant shall keep a record of public comments taken at meetings, presentations and briefings. The consultant shall identify community leaders and organizations crucial to the project within the issues, concerns and feelings regarding the project.
- Preparation of the final I-405 to SR-55 environmental phase community outreach binder outlining community outreach activities, key findings, and copies of all materials used during the public outreach program.
- All electronic data produced shall be provided on DVD/CD media.
- Participate in one-on-one briefings with city staff, community and business stakeholders as needed.
- Documentation of public input – the consultant shall keep a record of public comments taken at meetings, presentations and briefings. The consultant should document all project correspondence in the form of emails and telephone calls for the project record.
- Identify community leaders and organizations crucial to the project within the study area with an outline of their perceptions (both positive and negative), issues, concerns and feelings regarding the project.
- Use social media to communicate and engage stakeholders and the general public including creation of a Facebook page and Twitter account.
- Identify diverse community leaders and organizations crucial to the project within the study area with an outline of their perceptions (both positive and negative), issues, concerns and feelings regarding the project.
- Collateral Development:
 - Fact Sheet – assist in creating an overall project fact sheet to post online and use as a handout at potential public meetings. The consultants need to pay special attention to the area's diverse audiences and may need to have materials translated into several languages.
 - Newsletters – assist in development, copywriting and printing of two to four issues as needed, including assistance with coordinating graphics and distribution. Newsletter may be electronic if deemed appropriate.
 - Brochure – assist in potential development. Copywriting and printing of a project brochure, including assistance with coordinating graphics and distribution.
 - Web site – the consultant shall coordinate with OCTA's webmaster to supplement and update a webpage for the I-405 to SR-55 project, writing copy and incorporating the fact sheet and any other graphics as appropriate.
- Preparation of a final report outlining community outreach activities, key findings and attach all materials used during the public outreach program. All electronic data produced shall be provided on DVD/CD.

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 3-1975

Enter below the proposed fully burdened hourly rates for the services described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, tax, and profits. The Authority's intention is to award a time-and-expense price contract.

<u>Job Element</u>	1st Year Effective – 12/2014	2nd Year 1/2015 – 12/2015	3rd Year 1/2016 – 12/2016
Senior Strategist	\$_____	\$_____	\$_____
Community Liaison	\$_____	\$_____	\$_____
Account Executive	\$_____	\$_____	\$_____
Account Coordinator	\$_____	\$_____	\$_____
Outreach Administrator	\$_____	\$_____	\$_____
Project Manager	\$_____	\$_____	\$_____

Note: For cost analysis purposes, please provide hourly rates for the above job elements.

<u>Other Labor</u>	1st Year Effective – 12/2014	2nd Year 1/2015 – 12/2015	3rd Year 1/2016 – 12/2016
_____	\$_____	\$_____	\$_____
_____	\$_____	\$_____	\$_____

- I acknowledge receipt of RFP 3-1975 and Addenda No.(s)_____.
- This offer shall remain firm for _____ days from the date of proposal.
(Minimum of 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE OF PERSON _____

AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON _____

AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

PROPOSED AGREEMENT NO. C-3-1975

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective as of this ____ day of _____, 2014, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, CA 92863-1584, a public corporation of the state of California (hereinafter referred to as "AUTHORITY"), , (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONSULTANT help develop and conduct a comprehensive public outreach program for Santa Ana Freeway, Interstate 5 (I-5), San Diego Freeway, Interstate 405 (I-405), and the Costa Mesa Freeway, California State Route 55 (SR-55) project, and

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

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

WHEREAS, CONSULTANT wishes to perform these services;

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

ARTICLE 1. COMPLETE AGREEMENT

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

B. AUTHORITY's failure to insist in any one or more instances upon CONSULTANT's

EXHIBIT C

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

Names**Functions**

C. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the services of any key person become no longer available to CONSULTANT, the resume and 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 December 31, 2016, unless earlier terminated or extended as provided in this Agreement.

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 provisions set forth in Article 6, AUTHORITY shall pay CONSULTANT on a time-and-expense price basis in accordance with the following provisions.

B. For each full hour of labor satisfactorily performed by CONSULTANT's personnel under this Agreement, AUTHORITY shall pay CONSULTANT at the hourly labor rates specified in Exhibit B, entitled "Price Summary Sheet," attached to and, by this reference, incorporated in and made a part of this Agreement. These rates shall remain fixed for the term of this Agreement and are acknowledged to include CONSULTANT's direct costs, indirect costs, and profit. Furthermore, AUTHORITY shall reimburse CONSULTANT for the actual costs of the expenses shown in Exhibit B, which are directly incurred by its personnel in the performance of work under this Agreement. AUTHORITY will not reimburse CONSULTANT for local meals or any other expenses not approved in the attached Exhibit B.

C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. 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

EXHIBIT C

1 AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline
2 to make full payment until such time as CONSULTANT has documented to AUTHORITY's satisfaction,
3 that CONSULTANT has fully completed all work required. AUTHORITY's payment in full shall
4 constitute AUTHORITY's final acceptance of CONSULTANT's work.

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

- 10 1. Agreement No. C-3-1975;
- 11 2. Specify the labor for which payment is being requested;
- 12 3. The time period covered by the invoice;
- 13 4. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative
14 charges) performed during the billing period;
- 15 5. Itemized expenses including support documentation incurred during the billing
16 period;
- 17 6. Total monthly invoice (including project-to-date cumulative invoice amount);
- 18 7. Monthly Progress Report;
- 19 8. Certification signed by the CONSULTANT or his/her designated alternate that a)
20 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The
21 backup information included with the invoice is true, complete and correct in all material respects; c) All
22 payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be
23 made to subconsultants and suppliers from the proceeds of the payments covered by the certification
24 and; e) The invoice does not include any amount which CONSULTANT intends to withhold or retain
25 from a subcontractor or supplier unless so identified on the invoice.
- 26 9. Any other information as agreed or requested by AUTHORITY to substantiate the

1 validity of an invoice.

2 **ARTICLE 6. MAXIMUM OBLIGATION**

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

8 **ARTICLE 7. NOTICES**

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

13 To CONSULTANT:

To AUTHORITY:

14 Orange County Transportation Authority

15 550 South Main Street

16 P.O. Box 14184

17 Orange, CA 92863-1584

18 ATTENTION:

ATTENTION: Yvette Crowder

19 (714) 560 – 5616

20 ycrowder@octa.net

21 **ARTICLE 8. INDEPENDENT CONTRACTOR**

22 CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of an
23 independent contractor. CONSULTANT's personnel performing services under this Agreement shall at
24 all times be under CONSULTANT's exclusive direction and control and shall be employees of
25 CONSULTANT and not employees of AUTHORITY. CONSULTANT shall pay all wages, salaries and
26 other amounts due its employees in connection with this Agreement and shall be responsible for all

1 reports and obligations respecting them, such as social security, income tax withholding, unemployment
2 compensation, workers' compensation and similar matters.

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, and Property Damage with a
9 minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

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

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

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

22 C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement No.
23 C-3-1975; and, the Contract Administrator's name, Yvette Crowder.

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

1 E. CONSULTANT shall be required to immediately notify AUTHORITY of any modification or
2 cancellation of any required insurance policies.

3 **ARTICLE 10. ORDER OF PRECEDENCE**

4 Conflicting provisions hereof, if any, shall prevail in the following descending order of
5 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP
6 3-1975, (3) CONSULTANT's proposal dated _____; and, (4) all other documents, if any, cited
7 herein or incorporated by reference.

8 **ARTICLE 11. CHANGES**

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

17 **ARTICLE 12. DISPUTES**

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

23 B. The provisions of this Article shall not be pleaded in any suit involving a question of fact
24 arising under this Agreement as limiting judicial review of any such decision to cases where fraud by
25 such official or his representative or board is alleged, provided, however, that any such decision shall
26 be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous

1 as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any
2 appeal proceeding under this Article, CONSULTANT shall be afforded an opportunity to be heard and
3 to offer evidence in support of its appeal.

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

10 **ARTICLE 13. TERMINATION**

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

16 AUTHORITY may terminate this Agreement for CONSULTANT's default if a federal or state
17 proceeding for the relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT
18 makes an assignment for the benefit of creditors, or for cause if CONSULTANT fails to perform in
19 accordance with the scope of work or breaches any term(s) or violates any provision(s) of this
20 Agreement and does not cure such breach or violation within ten (10) calendar days after written notice
21 thereof by AUTHORITY. CONSULTANT shall be liable for all reasonable costs incurred by
22 AUTHORITY as a result of such default or breach including, but not limited to, reprourement costs of
23 the same or similar services defaulted by CONSULTANT under this Agreement

24 **ARTICLE 14. CONFLICT OF INTEREST**

25 CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict
26 of interest means that due to other activities, relationships or contracts, CONSULTANT is unable, or

1 potentially unable, to render impartial assistance or advice to AUTHORITY; CONSULTANT's
2 objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired;
3 or CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose
4 to AUTHORITY in writing Conflict of Interest issues as soon as they are known to CONSULTANT.
5 CONSULTANT is obligated to fully disclose to AUTHORITY in writing Conflict of Interest issues as
6 soon as they are known to CONSULTANT. All disclosures must be submitted in writing to
7 AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for the entire
8 term of this Agreement.

9 **ARTICLE 15. CODE OF CONDUCT**

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

13 **ARTICLE 16. FEDERAL, STATE AND LOCAL LAWS**

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

17 **ARTICLE 17. EQUAL EMPLOYMENT OPPORTUNITY**

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

25 **ARTICLE 18. PROHIBITED INTERESTS**

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

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

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

5 **ARTICLE 19. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

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

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

26 /

ARTICLE 20. PATENT AND COPYRIGHT INFRINGEMENT

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

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

ARTICLE 21. FINISHED AND PRELIMINARY DATA

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

EXHIBIT C

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

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

ARTICLE 22. FORCE MAJEURE

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

ARTICLE 23. HEALTH AND SAFETY REQUIREMENTS

21 CONSULTANT shall comply with all the requirements set forth in Exhibit ____, Level 2 Safety
22 Specifications.

23 /

24 /

25 /

26 /

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

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-3-1975 to be
3 executed on the date first above written.

4 **CONSULTANT**

ORANGE COUNTY TRANSPORTATION AUTHORITY

5 By _____

By _____

6 Darrell Johnson
Chief Executive Officer

8 APPROVED AS TO FORM:

9 By _____

10 Kennard R. Smart, Jr.
General Counsel

12 APPROVED:

13 By _____

14 Ellen Burton
Executive Director, External Affairs

15 Date _____

EXHIBIT D: PARTY AND PARTICIPANT DISCLOSURE FORMS

PARTY DISCLOSURE FORM

Information Sheet

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND ITS AFFILIATED AGENCIES

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

Prime Firm's Name: _____

Party's Name: _____

Party's Address: _____

Street

City

State

Zip

Phone

Application or Proceeding

Title and Number: _____

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

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Greg Winterbottom, Chairman

Shawn Nelson, Vice Chairman

Patricia Bates, Director

Lori Donchak, Director

Gail Eastman, Director

Matthew Harper, Director

Michael Hennessey, Director

Steve Jones, Director

Jeff Lalloway, Director

Gary Miller, Director

John Moorlach, Director

Al Murray, Director

Janet Nguyen, Director

Miguel Pulido, Director

Tim Shaw, Director

Todd Spitzer, Director

Frank Ury, Director

PARTICIPANT DISCLOSURE FORM

Information Sheet

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

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

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

AND

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

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

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

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

Prime's Firm Name: _____

Party's Name: _____

Party's Address: _____

Street

City

State

Zip

Phone

Application or Proceeding

Title and Number: _____

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

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

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EXHIBIT E: STATUS OF PAST AND PRESENT CONTRACTS

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	
3) Reason for termination	

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

Date

Title

EXHIBIT F: SAFETY SPECIFICATIONS

LEVEL 2 SAFETY SPECIFICATIONS

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) policies, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor may be cause for termination of this agreement with the Authority, at the sole discretion of the Authority.

C. INJURY AND ILLNESS PREVENTION PLAN

The Contractor shall submit to the Authority, a copy of their company Injury and Illness Prevention Plan (IIPP) in accordance 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.

- D. Policy or Certification of Compliance Company's Substance Abuse Prevention Policy.

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 MSDS for all applicable products.
- 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. DESIGNATED SAFETY REPRESENTATIVE

- 1. Before beginning on-site activities, the Contractor shall designate an on-site Safety Representative. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may have associated schedule and budget impacts.

2. The Contractor shall provide the Authority's Project Manager a resume outlining the qualifications, or job experience of Contractor's competent person that assumes the position of the Contractor Safety Representative assigned to the project. The Contractor's safety representative for Authority projects are subject to Acceptance by the Authority Project Manager. All contact information of the safety representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager.
3. The Contractor's Safety Representative shall have, as a minimum, a 30 hour OSHA training certificate, five (5) years experience on similar scope projects. The authority reserves the right to allow for an exception of these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC department.
4. Competent Person means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

G. ORIENTATION

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

H. TRAFFIC & PARKING

1. The Contractor shall ensure that all Contractor vehicles, including those of its sub-tier contractors, suppliers, vendors and employees are parked in designated parking areas, are identified by company name and/or logo, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.

I. 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 sub-tier contractors (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 sub-contractors under contract with the Contractor who are required to 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.

INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents:
 1. Damage to Authority property (or incidents involving third party property damage);
 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
 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 general public that arise from the performance of Authority contract work. An initial 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, 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 the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

PERSONAL PROTECTIVE EQUIPMENT

Contractors, and all associated sub-tier contractors, 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.

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.

WARNING SIGNS AND DEVICES

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

REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. OCTA Construction Management Procedures Manual
- E. OCTA Yard Safety Rules
- F. OCTA Emergency Response Guide
- G. OCTA Weekly Safety Briefings

END OF SECTION