

REQUEST FOR PROPOSALS (RFP) 9-1513

DRAFT
CONSULTANT SERVICES FOR
ON-CALL TRAFFIC ENGINEERING AND
INTELLIGENT TRANSPORTATION
SYSTEMS SERVICES



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

Key RFP Dates

Issue Date:	September 9, 2019
Pre-Proposal Conference Date:	September 17, 2019
Question Submittal Date:	September 30, 2019
Proposal Submittal Date:	October 10, 2019
Interview Date:	October 30, 2019

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NOTICE OF REQUEST FOR PROPOSALS

(RFP): 9-1513: "CONSULTANT SERVICES FOR ON-CALL TRAFFIC ENGINEERING AND INTELLIGENT TRANSPORTATION SYSTEMS SERVICES"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to On-Call Traffic Engineering and Intelligent Transportation Systems Services for the Regional Traffic Signal Synchronization projects.

Proposals must be received in the Authority's office at or before 2:00 p.m. on October 10, 2019.

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Venita Anderson, 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: Venita Anderson, Senior Contract Administrator**

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

Firms interested in obtaining a copy of this Request for Proposals (RFP) may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

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

To receive all further information regarding this RFP 9-1513, 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> Professional Consulting	<u>Commodity:</u> Consultant Services - General Consultant Services - Transportation Planning Consultant Services – Intelligent Transportation Systems (ITS) Traffic Planning Consulting Engineering - Traffic
Professional Services	

A pre-proposal conference will be held on September 17, 2019, at 2:00 p.m. the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 09. All prospective Offerors are encouraged to attend the pre-proposal conference.

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

The Authority has established October 30, 2019, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

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

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SECTION I: INSTRUCTIONS TO OFFERORS

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

A pre-proposal conference will be held on September 17, 2019, at 2:00 p.m. the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 09. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Venita Anderson, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5427, Fax: 714.560.5792
Email: vanderson@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 CMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on September 30, 2019.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: vanderson@octa.net

3. Authority Responses

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

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

<u>Category:</u> Professional Consulting	<u>Commodity:</u> Consultant Services - General Consultant Services - Transportation Planning Consultant Services – Intelligent Transportation Systems (ITS) Traffic Planning Consulting Engineering - Traffic
Professional Services	

Inquiries received after 5:00 p.m. on September 30, 2019, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on October 10, 2019.

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

2. Address

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Venita Anderson, 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: Venita Anderson, Senior Contract Administrator**

3. Identification of Proposals

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

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be with fully burdened labor rates and anticipated expenses for work specified in the scope of work, included in the RFP as Exhibit A.

L. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et seq. The proposer to whom a contract for the work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are

on file at the Authority's principal office at 550 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

M. 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.

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.

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SECTION II: PROPOSAL CONTENT

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A. PROPOSAL FORMAT AND CONTENT

1. Format

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

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Venita Anderson, 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.

4. Cost and Price Proposal

Offerors are asked to submit only the technical qualifications as requested in the RFP. No cost proposal or work hours are to be included in this phase

of the RFP process. Upon completion of the initial evaluations and interviews, if conducted, the highest ranked Offeror will be asked to submit a detailed cost proposal and negotiations will commence based on both the cost and technical proposals.

5. Appendices

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

B. FORMS

1. Campaign Contribution Disclosure Form

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

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

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

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

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements,

arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

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

3. Proposal Exceptions and/or Deviations Form

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

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SECTION III: EVALUATION AND AWARD

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 40%

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 20%

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 October 30, 2019, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

C. AWARD

The Evaluation Committee will select a firm to recommend to the Authority's Board of Directors. At the same time the recommended Offeror will be asked to submit a sealed price proposal. In conjunction with its action of selecting a firm, the Authority's Board of Directors will authorize staff to negotiate a contract price and other terms and conditions. The Board will also grant staff the ability to terminate negotiations with the selected Offeror if no satisfactory agreement can be reached and to begin negotiations with the next highest-ranked Offeror until a satisfactory agreement has been achieved.

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

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

D. THE SELECTANT 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.

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EXHIBIT A: SCOPE OF WORK

**SCOPE OF WORK
ON-CALL TRAFFIC ENGINEERING AND
INTELLIGENT TRANSPORTATION SYSTEMS SERVICES**

I. INTRODUCTION

The Orange County Transportation Authority (Authority) is developing a list of pre-qualified engineering firms to provide On-call Traffic Engineering and Intelligent Transportation Systems Services. The scope of the services will support the traffic engineering needs of Authority. The services requested are primarily in the design, construction, and implementation of traffic signal synchronization projects as part of the Renewed Measure M (M2) Regional Traffic Signal Synchronization Program (RTSSP or Project P). This comprehensive countywide signal synchronization program continually targets the synchronization of over 2000 signalized intersections contained on the Master Plan of Arterial Highways (MPAH) and designated on the Regional Traffic Signal Synchronization Master Plan (RTSSMP), and each local agency's respective Local Traffic Signal Synchronization Plan. Annually, a Call for Projects (CALL) is issued by the Authority for the Comprehensive Transportation Funding Program for the various projects contained within it. One of these is PROJECT P. From the applications received from the CALL, the Authority may be designated by local agencies to lead and administer a number of these individual corridor synchronization projects. The consultants that are selected to be on this bench of On-Call Traffic Engineering and Intelligent Transportation Systems Services will receive Contract Task Orders (CTO) to design and implement those allocated and approved projects where Authority has been designated to lead and administer. This program is consistent with the M2 countywide multi-jurisdictional signal synchronization goals.

The contracted engineering firm(s) shall provide assistance to Authority with various engineering assignments including, but not limited to, the following categories:

- Traffic Signal Synchronization Studies, Traffic Signal Operations and Timing Analysis, Implementation of new optimized signal timing, fine tuning of signal timing, Before and After Studies and Report, and other Intelligent Transportation Systems (ITS) and Traffic Signal efforts as directed by the Authority Project Manager (APM)
- Systems Studies, Analysis, Review, Recommended Mitigations
- Plan Check/Review and other similar tasks
- Traffic Signal and ITS design and facilities construction
- Preliminary and Final Design, Report writing, Updating Reports, PowerPoint and other types of presentations to official Councils and Boards as directed by Authority.
- Miscellaneous or other items as determined by the APM or Section Manager.

II. BACKGROUND

Authority's Regional Modeling – Traffic Operations section professional staff are currently fully engaged in management of multiple disciplines, regionally significant projects, in Traffic Signal Synchronization and Operations, Intelligent Transportation Systems, and Travel Demand Forecasting. Additional staff resources are required meet the anticipated demand for

professional traffic engineering services necessary to complete the PROJECT P Corridor Projects. This procurement is to provide Authority the additional staff and technical resources to fully meet the expected workload through the end of FY 2021/22.

III. REQUIRED EXPERIENCE

The Traffic Engineering and ITS Consultant shall have the following capabilities:

- Experienced Project Manager or Principal in Charge licensed as a Professional State of California Traffic, Civil, and/or Electrical Engineer with 7 to 10 years of progressive multiple agency traffic signal timing experience for Corridor and/or Network (Grid) based projects.
- Project Manager shall have traffic signal timing experience spanning a minimum 5 years.
- Recent (within previous 5-years) multiple jurisdictional timing experience.
- Relevant and demonstrable experience in consensus building amongst multiple interrelated project jurisdictions.
- Proven current version SYNCHRO, SimTraffic, and Tru-Traffic programs operational modeling experience.
- Proof of proficiency in programs such as PTV's VISSUM, VISSIM, and the new VISTRO may be considered a value-added component.

Consultant shall demonstrate depth of current staff capabilities to perform multiple traffic signal timing corridor projects at one time. This shall include Administrative, Project Management, and core project staffing abilities and availability.

Consultant shall demonstrate previous experience in successful project related presentations to high level governmental bodies such as Local Agency Committees or City Councils, County Board of Supervisors, and similar groups.

With the exception of the provision for Continuing Timing Support specified herein below, the successful Consultant shall have the Project Manager or Principal - in - Charge be able to respond to an on – site issue within 24 hours during the entire course of the project. The two years of Continuing Timing support shall only require persons with minimum 3 years field experience in traffic signal operations to meet this requirement.

Equivalent proposals to the qualifications and requirements specified herein demonstrating similar experience and staffing, may be submitted. Such submissions will be evaluated and either accepted or rejected solely at the discretion of the Authority.

IV. CONSULTANT BENCH AND SERVICES

The scope of work is to provide On-Call Traffic Engineering and Intelligent Transportation Systems Services for ongoing traffic signal synchronization efforts for Authority. For Project P, the Authority will utilize this bench of qualified consultants to administer and lead multi – jurisdictional signal coordination projects in Orange County. Each project will cover a time span of thirty-six (36)

months or three (3) years. The first 12 months will be for design and implementation of the project. The successive 24 months will be for Operations and Maintenance (O&M) of the project to maintain or modify timing in order to address changes in traffic patterns and communications and detection support. The initial contract term will be five (5) years to accommodate all administrative efforts and potential delays. The successful consultants will enter into identical Master Agreements with Authority that will be amended for the maximum project allocation subsequent to the Board of Directors approval of each Call for Projects for that respective year. The projects will then be assigned to a specific consultant through Contract Task Orders (CTO) linked to the Master Agreements. The CTOs will be assigned on a rotational basis. The assignment of consultants to a project is solely at the discretion of the Authority.

V. PROJECT P – OCTA LEAD

These projects are similar to the current Authority conducted Regional Traffic Signal Synchronization Program (RTSSP) projects from Calls for Projects from Fiscal Year 2014 through 2017 for PROJECT P. These corridors will be synchronized using a combination of:

- Time based isolated traffic signal coordination
- Central system control via interconnected telematics
 - Real Time Traffic Responsive
 - Adaptive Grid based Operation
 - Modified Adaptive (ACS Lite) Corridor based operation
 - Peer to Peer (controller unit to controller unit)
 - A combination of any of the above.

All types of synchronization/coordination operations previously mentioned will be through synchronous Time Base systems and/or units that interface via GPS to N.I.S.T. Coordinated Universal Time (UTC). This synchronization will be combined with selected Authority and Agency approved signal system upgrades including traffic systems, communications systems, traffic signal system controllers, cabinet assemblies and appurtenances, new or updated detection systems, and other enhancements. Local intersection Traffic Signal infrastructure improvements at the intersection operations level are expressly omitted (i.e. poles, conduit and conductors, display equipment, etc.) unless it is necessary for an improved phasing or operational change determined and approved by Authority during the Project. Countdown Pedestrian Signal Heads and Uninterruptable Power Supply/Battery Backup (UPS/BBS) systems are eligible. UPS/BBS shall be configured to run the intersection in the safest possible condition for the longest length of time specified by the system manufacturer holding the controller unit, telematics, and video surveillance systems functional. The UPS shall continuously power the intersection control systems so that when a power interruption occurs, there will be no transition time between AC and Battery Power.

Since the program will involve multiple jurisdictions, each of whom separately control and maintain their respective traffic signals, the following synchronization strategies are anticipated to be essential in this proposed program's implementation of coordinated traffic signals:

- Use of UTC common time source to synchronize central systems and local intersection control system's clocks; and, central system to central system clocks.
- Use of common signal system background cycle length or harmonic cycle lengths when developing optimized coordination traffic signal timings between coordinated groups of intersections regardless of owning jurisdictions.

- Implementation of upgraded traffic signal controllers and equipment to integrate field devices with traffic operational centers.
- Development, implementation, and fine-tuning of optimized signal timing parameters based on prevailing traffic patterns. (Library Data Based Timing Plan Selection based on Real Time Traffic Conditions)
- Development, implementation, and fine-tuning of optimized signal timing parameters based on real time traffic data. (Timing based on Adaptive Control System)
 - This is on an Authority approved basis only and is not to be indiscriminately deployed. The applicant agencies shall have demonstrated prior to Project Allocation how the Adaptive operation will improve traffic conditions over and above traditional methods denoted herein.
- Multi-agency common goal of increasing arterial throughput capacity with reduced stops and delays.
- Achieving improvements in arterial traffic carrying capacities.
- Cooperation and support from all participating cities.

The following is a description of the typical signal synchronization services that are required as part of the signal synchronization projects:

1. Signal Synchronization

Develop and implement corridor-wide and region-wide signal synchronization plans. Typically, Authority signal timing projects are multi-agency in nature and require the Consultant to be a consensus builder. An understanding of consensus building on the part of the Consultant will require, at a minimum, the following tasks:

a. Project Management (Primary Implementation Phase Only)

Management of large signal synchronization projects, including day-to-day project management, meetings, progress reports, project communication and agency follow-up, deposition of agency/project comments tracking system, tracking of scope changes, tracking of budget by agency, tracking of schedules, invoicing, and overall administration of the project. In addition, and prior to commencement of work, a Project Management Plan and Quality Control/Quality Assurance (PMM-QC/QA) Plans shall be provided by the selected Consultant(s) for each assigned Regional Traffic Signal Synchronization Corridor project for review and approval by Authority.

The Project Management Plan shall establish the Methodology of the Consultant Project Manager to manage and control the project. This shall include timelines and deliverables; process to maintain these timelines and milestones; control project budgets and maintain the project budget process; maintain project documents and filing system process; and define methodology to build consensus with project partners, establish weekly project updates, monthly billings, and Monthly Progress Reports.

The QA/QC Manual shall incorporate the methodology for the review and fine tuning of the SYNCHRO Model runs to achieve optimal corridor signal timing, reduce delays, and meet the set signal operations criteria of the jurisdictional agency. Establish a methodology to correct timing plans at no cost to Authority.

b. Data Collection

The Consultant shall collect the following data necessary to thoroughly understand existing traffic conditions for the corridor and be able to develop optimal time-of-day traffic signal coordination plans, as applicable.

- 1) From the involved agencies, the Consultant shall collect existing timing sheets existing coordination plans, traffic as-built drawings, aerial photos, maps, traffic collision data as available including collision diagrams for the analysis of existing intersection conditions and operations, and special intersection signal operations. Consultant shall also collect any of the shelf plans for construction and all traffic signal coordination/synchronization related Plans, Specifications, and Estimates (PS & E) for the corridor. Consultant, if requested by the involved agency, will provide their own staff to review available records/plans and request copies of needed records/plans with a minimum of disruption to the involved agency.
- 2) From the involved agencies, the Consultant shall collect signal timing and signal priority preferences, including, but not limited to, those related to pedestrian and bicycle timing, left-turn phasing (lead-lag, lag-lag, protected, protected-permissive (P/PLT)), and preferred or conditional re- service, as well as the timing optimization software modeling preference.
- 3) CONSULTANT shall conduct seven-day 24-hour machine counts at least along each 1-mile segment of PROJECT. More locations may be necessary after discussions at the PTF. Additionally, CONSULTANT shall collect 24-hour vehicle classification counts using a machine at all ADT locations on PROJECT to determine heavy vehicle (Truck) percentage information. Data obtained from Saturday and Sunday counts will determine the necessity of weekend signal timing. All count locations will be approved by the PTF prior to collection.
- 4) The Consultant shall conduct weekday and weekend peak period turning movement counts at all project signalized intersections, including pedestrian and bicycle counts. Weekday counts shall be conducted for two hours of each peak period (AM, mid-day, and PM). After analyzing the seven-day 24-hour machine counts, weekend counts shall be conducted for a single four (4) hour mid-day peak period on both Saturday and Sunday. For intersections with more than two through lanes in any of the approaches, a minimum of two count technicians per intersection shall be required.
- 5) The Consultant in association with the Stakeholders and the APM shall determine a minimum of six (6) to a maximum of (8) intersections that have significant bicycle and/or pedestrian activity during peak and non-peak hours.
- 6) The Consultant shall provide 72-hour video turning movement and bicycle and pedestrian movement for those selected intersections. The Consultant shall use this footage or portions of this video footage to collect the data shown above for the analysis of the optimized signal timing. The raw footage shall then be submitted to Authority for special analysis on bicycle and pedestrian crossing times.

All count data for each location shall be provided to Authority in one of the two following digital formats: 1) NDS/Southland Car Counters style Excel spreadsheet; or 2) JAMAR comma separated value style text file. Any count data provided to Authority shall be consistent with one of these two formats. The data shall then be able to be loaded into

the Authority ROADS database. Any data files containing numeric intersection or node identifiers shall use the same node ID numbers as those stored in the ROADS database. AUTHORITY can provide a listing of intersections and corresponding unique node ID numbers. Each count data file shall adhere to the following file naming convention: *Agency_SouthboundStreetName-EastboundStreetName_RoadsID.xls or .csv*. As an example, a turning movement count file for the intersection of Harbor Blvd and Wilson St in Costa Mesa would be given the filename *CostaMesa_Harbor-Wilson_4534.csv*. Copies of the raw data count sheets shall be provided to each involved agency.

All traffic signal synchronization data collected and compiled by the Consultant for both existing (before) and optimized (after) conditions shall be provided to Authority in Synchro version 10 UTDF format. This data shall include the network, node, link, lane, volume, timing, and phasing data for all coordinated times. All such data shall be consistent with the Authority ROADS database. The Consultant shall work with Authority to identify any needed updates to the ROADS or project data to ensure full compatibility. See Appendix A

c. Field Review

The Consultant shall review the geometric layout, verify and/or inventory existing traffic signal control and telemetry/ITS equipment, and identify any deficiencies for each intersection or road segment along each of the assigned corridors. The review shall include an assessment of the existing intersection lane geometry, link lane geometries (add-drop), traffic conditions, and traffic signal or ITS/telemetry control equipment along the corridor and at each intersection. Techniques utilized shall include but not be limited to visual inspection, available as-built plans, agency consultation, and agency provided aerial photos. Upon permission from the controlling local agency, Consultant will inspect and inventory the interior of each traffic controller assembly and ITS telematics cabinets, identify and report deficiencies to the *agency* and the Authority respective operations staff, and make recommendations for equipment upgrades.

Consultant shall also include an identification of all planned and programmed improvements (widening projects, intersection improvements, etc.) on the study corridor. The identification of these projects shall at least include a list, summarizing all improvements. Key components of the corridor review shall include the following:

- 1) Existing Corridor/Street and lane geometries including lane widths, configurations, curb to curb distances and median dimensions, if any;
- 2) Upcoming construction projects or delineation modifications that may change the above
- 3) Traffic Signal Control and Telematics' device information including type, manufacturer, and condition. Visual documentation shall be required.
- 4) Existing signal operations including number and types of phases and their rotation sequence, left turn types, cycle lengths and other factors
- 5) Existing Time Source systems and Master T₀ time referencing setup
- 6) Special characteristics such as dual intersection/single controller, adjacent intersection proximity, parking restrictions, unusual traffic generators, and other factors

Consultant shall note factors that impact or affect signal progression including, but not limited to: intersections with high pedestrian or bicyclist volumes; over-saturated intersections; closely spaced signalized intersections, uneven lane distribution; high volume percentage of trucks and/or buses; existence (Y/N) of turn-outs at bus stops, high side street volumes at intersecting un-signalized locations, interchanges, and parking maneuvers.

Consultant shall identify any deficiencies of the existing traffic signal control equipment and geometric layout and provide recommendations towards simple, low-cost mitigations or solutions that may be implemented to correct such deficiencies. Documentation on these findings shall be developed and included as a section in the report as required below in Section d. Corridor 'Before' Study.

d. Corridor 'Before' Study

The Consultant shall conduct a 'Before' field study report representative of the times and days for which synchronization plans will be developed. The report shall identify Measures of Effectiveness (MOE) to evaluate the effects of the synchronization plans. MOE's will likely include traffic flow, travel time, average speed, stops, fuel consumption reduction, pollution reduction, and other pertinent items. The identified MOE's shall be compiled for the corridor using the floating car method coupled with the GPS interfaced Tru Traffic version 10 application and from Synchro/Sim Traffic Suite version 8.0 application or program. For the 'Before' field study, a minimum of five (5) floating car 'runs' shall be conducted in each direction and during all periods in which synchronization plans shall be developed. For projects involving the City of Irvine, seven (7) floating car 'runs' shall be conducted in each direction and during all periods in which synchronization plans shall be developed.

The report shall address optimization strategies for improved signal synchronization, specifically focusing on how the corridor should be operated; end-to-end or in coordinated subsystems zones or segments. Ideally, the analysis should include the floating car data and data collected as part of Task 2. However, draft versions of the report may include previously collected traffic, travel time, or other data available. The evaluation report shall provide a very clear and accurate understanding of traffic patterns on the corridor throughout all times of the day and week.

The report shall include all the information found from Section c. Field Review including recommendations for simple, low cost, mitigations, and/or solutions that may be implemented to correct such deficiencies.

The Consultant shall prepare a brief memorandum and present the findings to the Board outlining the findings of the 'Before' field study. The Consultant shall finalize the memorandum based on comments received from the Authority Project Manager (APM) and other involved agencies

e. Signal Timing Optimization and Implementation

The Consultant shall work with the Authority to develop a model of the entire study area, including intersections in close proximity, and calibrate the model based on field

observations of existing conditions. Signal synchronization optimization shall be conducted in Synchro 8.0. In addition, optimization shall be augmented with Tru Traffic version 10. The Consultant shall calibrate the model based on travel time, delay studies, field observations of queue lengths, and saturation flows for heavy movements at key intersections.

The Consultant shall develop an operational micro - simulation model within SimTraffic. The operational analysis will be used to understand the effects of planned corridor improvements, fine tune timing plans prior to implementation and to analyze the additional operational improvements as suggested by the Consultant in the Field Review. The micro - simulation model does not necessarily have to cover the entire project limits. However, it shall be used to simulate actual traffic conditions to assist in providing mitigation solutions at identified problem areas.

The Consultant shall then develop revised optimized signal timing plans recommending any changes to the signal phasing at each signalized intersection that may improve the efficiency of operations. The recommended signal timing plans shall be reviewed by the Authority and local agency staff.

The Consultant shall evaluate signal timing and coordination parameters with consideration for the following:

- 1) Optimum intersection cycle length and offset to maximize corridor throughput (bandwidth), harmonic background cycles at minor or major intersections;
- 2) Left turn phasing rotation as deemed appropriate except at Protected/Permissive locations where phasing will be lead – lead or lag – lag only.
 - i. If the Permissive Yellow Flashing Arrow system is employed, lead – lag operations may be considered if deemed safe by the local agency.
- 3) Phase Reserve or Preferred/Conditional Service
- 4) Timing parameters which fully accommodate pedestrians within the split time
Consultant shall take into consideration the pedestrian timing parameters and standards used by the local agency on a per agency basis.
- 5) Timing parameters which incorporate minimal pedestrian activity to provide the optimum vehicle split and offset timing and accommodate pedestrians using various pedestrian timing adjustment techniques for pedestrian splits during coordination;
- 6) Appropriate cycle lengths consistent with the goals of this effort.
- 7) Crossing Arterial Operations must be maintained or adjusted to accommodate the new timing without disruption to the resident timing to the crossing arterial.

Consultant shall recommend default time-of-day start and stop intervals for the various timing plans. The Consultant shall prepare, at minimum, timing plans that consider the following peak periods: AM PEAK, MID-DAY PEAK, PM PEAK and a WEEKEND PEAK. Timing plans should be in both Synchro format and the preferred timing chart format of each local agency.

Consultant shall determine sets of system sampling detectors using video, inductive loop, radar, or thermal imaging in any combination to compile real time Volume, Occupancy, and Speed data for use in Traffic Responsive and/or Adaptive Control

applications for all coordinated zones or critical intersections within a zone for the corridor(s). Additional detection types such as ped detectors, or limit line detectors may also be utilized. These sets of detectors shall be utilized to determine which timing plans are to be utilized for current traffic conditions. The Consultant shall be fully cognizant of the systems being utilized and all functions and features available for this type of operation across all manufacturer's equipment currently utilized and installed or to be installed by the project in each local agency's Traffic Management/Operations Center. The Consultant shall demonstrate knowledge of the complete system including but not limited to the controller unit at each intersection, field masters for zone control, if any, and centralized master control systems. The Consultant shall provide programming options and make operational timing plan selection using these Traffic Responsive and/or Adaptive Control applications.

Upon approval of the optimized signal timings by the Authority, Caltrans, the County and the cities, the Consultant shall implement, or assist local agencies staff in the implementation of, new signal timings either through the central traffic signal system (if available) or direct implementation in the controllers in the field. Consultant shall use existing traffic signal interconnection systems, where they exist. And, because of the inter-jurisdictional nature of the project, shall implement time-based signal coordination techniques between signalized intersections that are controlled by different agencies, as necessary.

The project will require the Consultant to purchase required central server traffic control systems, traffic signal controller units, controller assemblies, communications switches, media conversion modems, and other similar types of equipment. The need for and specifications of this equipment will be determined early in the project by the Consultant and the owning agency. Local agency staff will be financially responsible for inspection of installation services for the equipment. Consultant shall provide all labor and onsite assistance for turn-on of any new or modified equipment.

As the project will be primarily using time-based signal coordination, the Consultant shall evaluate the current time-referencing of all traffic signal controllers and recommend a corridor-wide strategy such as GPS clocks or servers to ensure that all traffic signal controllers are on UTC synchronized time.

Upon approval by the Authority, and the project participants, the Consultant shall purchase and install, or assist local agency staff, in installing any devices that are part of the time referencing strategy. This may include devices installed at the agency traffic management center or at intersection traffic signal controller assemblies.

The Consultant shall fine-tune or assist local agency staff in the fine tuning of the new settings and timings. The Consultant shall install fine-tuned timings in the field and record all changes. Fine tuning shall be conducted during times and days that are representative of the times and days for which coordination plans were developed.

f. Corridor 'After' Study

The Consultant shall conduct an 'After' field study representative of the times and days for which synchronization plans were developed. The 'After' study must be conducted in the same manner and contain the same MOE's as the 'Before' study in order to evaluate the improvements of the synchronization plans. MOE's should be compiled for the optimized corridor using the floating car method (for instance, GPS interfaced Tru Traffic 10 runs) and from Synchro 8.0. For the 'After' field study, the same number of floating car 'runs' during the same time periods as was previously performed in the 'Before' field study shall be conducted in each direction.

The Consultant shall prepare a memorandum detailing the results of the signal timing optimization and implementation, time referencing system and fine-tuning components, and comparing those results of the 'Before' and 'After' field study with reference to the specific MOE's. The Consultant shall finalize the memorandum based on comments received from the project lead applicant agency, other involved agencies, and the APM.

g. Project Report

The Consultant shall prepare a Final Timings and Evaluation Technical Report with an executive summary. The report shall provide complete documentation of the project, including, but not limited to, project objectives, project locations, project scope, findings, recommendations, implementation schedule, improvements accomplished, and procedures for continuing maintenance, surveillance, and evaluation of the coordinated signal system, work performed, data collected: 'Before' and 'After' studies and project benefits achieved in terms of fuel savings, travel times, reduction in stops per mile, average speed, number of greens per red, emissions reduced including Green House Gas (GHG) and all equated to dollars saved. These metrics shall be both by corridor, by special segment, and bi - directional. The report shall document all planned and programmed improvements on the study corridor as well as recommendations for further infrastructure improvements that would likely improve the corridor signal coordination project efficiency results. The consultant shall submit and present the final report and results of the project to the Board and any City Councils as requested.

The report shall include for each intersection the lane configurations diagram; signal phasing, turning movement data and cycle lengths for existing and optimized timing plans for all periods. In addition, in a separate binder, all the traffic signal timing plans including all phase sequence data, cycle, offset and split data, time of day schedules, and fixed timing intervals or Free Timings shall be documented. The Final Report shall also contain fold out in 11" x 17" full color format the Time Space Diagrams showing all pertinent data including intersection names, distances, band speed, offset, cycle length, etc. These diagrams shall be generated from Tru Traffic version 10. The report shall conclude providing recommendations for improvements to ITS and Signal Systems' infrastructure, intersection capacity, lane geometries and alleviation of bottlenecks that curtail arterial capacity, and traffic management strategies that are concurrent and in step with local and regional needs promoting safety and sustainability. These proposed improvements are beyond the scope of the Regional Traffic Signal Synchronization Corridor project but should be useful in determining future enhancements to the corridor.

h. Continuing Signal Timing Support

Unless the project application requires others to perform this support function, the Consultant shall provide continuing signal timing support to monitor, observe, fine-tune, and optimize the signal timing and phasing operations of all the intersections for a period of twenty-four (24) months upon completion of the implementation. During this period, the Consultant shall proactively survey the corridor on a regular frequent schedule, observe the traffic, and fine-tune (or recommend fine-tuning to agency) the signal timing based on the survey. Consultant shall prepare monthly progress reports documenting travel run results, observations, problems, and solutions. This task also includes communications and detection support. The Consultant shall monitor, maintain, and repair communication and detection along synchronized corridors to ensure necessary conditions for signal synchronization including interconnect and Central Systems and Local Systems communications equipment for a period of twenty-four (24) months. At the end of the 24-month period, the Consultant shall prepare a technical memorandum to summarize the events during phase. The memorandum shall also include a section on recommendations for the local agency to improve the operations of the corridor.

2. Miscellaneous

Miscellaneous tasks may be requested on a number of occasions. Example tasks include:

- Research on current practices and industry standards on traffic engineering issues and policies (such as truck parking/weight restrictions, street light illumination standards, neighborhood traffic management, etc.).
- General traffic engineering investigations, including but not limited to field review, data collection, preparation of field diagrams or photos, and providing findings and recommended solutions.
- Prepare engineering plans, specifications and estimates for intersection improvements as required, including traffic signal, signing and striping, and traffic control plans.
- Grant applications to submit to Caltrans for federal and state fund projects.
- AutoCAD/Drafting services.
- Attend meetings as directed by Authority and prepare visual aids for meetings as needed.
- Construction management and inspection and prepare appropriate Authority paperwork as required.
- Instruct Authority staff on the application of specialized traffic software.
 - Sample software packages may include Synchro/SimTraffic, Tru Traffic, VISSIM, and VISTRO. Trainings should be provided at Authority and instruction materials shall be included and supplied by the Consultant to Authority.

- Technical assistance with traffic engineering as requested and white paper write-ups.
- All ITS/Traffic Signal Synchronization infrastructure equipment purchase and installation.
- Correspondence and meeting minutes.
- Expert testimonies regarding traffic operations.
- Design and implementation of Intelligent Transportation System elements.

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EXHIBIT B: PROPOSED AGREEMENT

1 B. AUTHORITY's failure to insist in any one or more instances upon CONSULTANT's
2 performance of any terms or conditions of this Agreement shall not be construed as a waiver or
3 relinquishment of AUTHORITY's right to such performance or to future performance of such terms or
4 conditions and CONSULTANT's 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," attached to and, by this
14 reference, incorporated in and made a part of this Agreement and as specified in the Contract Task
15 Orders ("CTOs") issued to CONSULTANT. All services shall be provided at the times and places
16 designated by AUTHORITY.

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

19 **Names**

Functions

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

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

7 **ARTICLE 4. TERM OF AGREEMENT**

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

10 **ARTICLE 5. CONTRACT TASK ORDERS (CTO) AND PAYMENT**

11 A. This Agreement is issued to place CONSULTANT, {FIRMS NAMES AND AGREEMENT
12 NOS} on an on-call list ("ON-CALL FIRMS"). As the need for consulting services arises during the term
13 of these Agreements, CTO's may be issued to CONSULTANT and/or other ON-CALL FIRMS at
14 AUTHORITY's sole discretion. Each CTO will be issued on a ROTATIONAL BASIS specifically define
15 the Scope of Work, the total cost of the CTO to be paid CONSULTANT, and any other information, which
16 may be needed to perform the services. AUTHORITY does not guarantee that CONSULTANT or any of
17 the ON-CALL FIRMS will receive an assignment, nor that the firms will receive an equal number of
18 assignments, nor does the AUTHORITY make any guarantee that the CTO budgeted amount will be
19 expended.

20 B. CONSULTANT shall submit to AUTHORITY, a written technical proposal and cost estimate
21 within 48 hours from AUTHORITY's request. CONSULTANT shall submit a final written technical
22 proposal and cost proposal within five (5) working days from AUTHORITY's initial request. No work shall
23 commence until a written CTO has been executed by both AUTHORITY and CONSULTANT. Failure of
24 the CONSULTANT to perform in accordance with this provision may result in CONSULTANT forfeiture
25 of retention monies and/or termination of this Agreement.

26 /

1 C. For CONSULTANT's full and complete performance of its obligations under this Agreement,
 2 and subject to the maximum cumulative payment obligation provisions set forth in Article 6, AUTHORITY
 3 shall pay CONSULTANT on a Time and Expense basis in accordance with the following provisions.

4 1. For each full hour of labor satisfactorily performed by CONSULTANT's personnel
 5 under this Agreement, AUTHORITY shall pay CONSULTANT at the hourly labor rates specified in Exhibit
 6 B, entitled "Schedule of Fees," which is attached to and by this reference, incorporated in and made a
 7 part of this Agreement. These rates shall remain fixed for the term of this Agreement and are
 8 acknowledged to include CONSULTANT's direct labor costs, indirect costs and profit. Furthermore,
 9 AUTHORITY shall reimburse CONSULTANT for the exact amount of the expenses shown in Exhibit B,
 10 which are directly incurred by its personnel in the performance of work under this Agreement. The
 11 AUTHORITY will not reimburse CONSULTANT for local meals or any other expenses not approved in
 12 the attached Exhibit B.

13 2. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments
 14 corresponding to the labor hours expended by CONSULTANT. Work completed shall be documented in
 15 a monthly progress report prepared by CONSULTANT, which report shall accompany each invoice
 16 submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be
 17 requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY
 18 may decline to make full payment for any work until such time as CONSULTANT has documented to
 19 AUTHORITY's satisfaction, that CONSULTANT has fully completed all work required. AUTHORITY's
 20 payment in full for any work completed shall not constitute AUTHORITY's final acceptance of
 21 CONSULTANT's work under such task; final acceptance shall occur only when AUTHORITY's release
 22 of the retention described in paragraph 3.

23 3. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its
 24 obligations under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each
 25 invoice submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY
 26 and shall be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless

1 AUTHORITY elects to audit CONSULTANT's records in accordance with Article 16 of this Agreement. If
2 AUTHORITY elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar
3 days of completion of such audit in an amount reflecting any adjustment required by such audit. During
4 the term of the Agreement, at its sole discretion, AUTHORITY reserves the right to release all or a portion
5 of the retained amount based on CONSULTANT's satisfactory completion of certain milestones.
6 CONSULTANT shall invoice AUTHORITY for the release of the retention in accordance with Article 5.

7 4. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be
8 submitted in duplicate to AUTHORITY's Accounts Payable office. CONSULTANT may also submit
9 invoices electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net.
10 Each invoice shall be accompanied by the monthly progress report specified in paragraph 2 of this Article.
11 AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each
12 invoice. Each invoice shall include the following information:

- 13 a) Agreement No. C- 9-1513; and CTO Number ;
14 b) Specify the work for which payment is being requested;
15 c) Labor (staff name, hours charged, hourly billing rate, current charges and
16 cumulative charges) performed during the billing period;
17 d) Itemized expenses including support documentation incurred during the
18 billing period;
19 e) Total monthly invoice (including project-to-date cumulative invoice
20 amount)
21 f) Monthly Progress Report;
22 g) Certification signed by the CONSULTANT or his/her designated alternate
23 that i.) The invoice is a true, complete and correct statement of
24 reimbursable costs and progress; ii.) The backup information included
25 with the invoice is true, complete and correct in all material respects; iii.)
26 All payments due and owing to subcontractors and suppliers have been

made; iv.) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; v.) 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; and

h) Any other information as agreed or 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 for all of the ON-CALL FIRMS under this Agreement, (including obligation for CONSULTANT’s profit), shall be Dollars (\$.00) which shall include all amounts payable to CONSULTANT and the ON-CALL FIRMS for subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement and the ON-CALL FIRMS Agreements.

ARTICLE 7. NOTICES

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

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584

/

/

ATTENTION:

ATTENTION: Venita Anderson

Senior Contract Administrator

(714) 560 - 5427/ vanderson@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

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

ARTICLE 9. INSURANCE

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

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

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

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

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

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

B. Proof of such coverage, in the form of a certificate of insurance, with the AUTHORITY, its officers, directors, employees and agents, designated as additional insureds as required by contract. In

1 addition, provide an insurance policy blanket additional insured endorsement. Both documents must be
2 received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be
3 received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement. Such
4 insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the
5 AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies of all related
6 insurance policies.

7 C. CONSULTANT shall include on the face of the certificate of insurance the Agreement Number
8 C- 9-1513; and, the Contract Administrator's Name, Venita Anderson.

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

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

13 **ARTICLE 10. ORDER OF PRECEDENCE**

14 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
15 (1) the CTO's issued to CONSULTANT; (2) the provisions of this Agreement, including all exhibits; (3)
16 the provisions of RFP; (4) and CONSULTANT's proposal dated; (5) all other documents, if any, cited
17 herein or incorporated by reference.

18 **ARTICLE 11. CHANGES**

19 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
20 make changes in the general scope of this Agreement, or to the specific contract task order, including,
21 but not limited to, the services furnished to AUTHORITY by CONSULTANT as described in the Scope of
22 Work. If any such work suspension or change causes an increase or decrease in the price of this
23 Agreement, the price of the specific contract task order or in the time required for its performance,
24 CONSULTANT shall promptly notify AUTHORITY thereof and assert its claim for adjustment within ten
25 (10) calendar days after the change or work suspension is ordered, and an equitable adjustment shall be

26 /

1 negotiated. However, nothing in this clause shall excuse CONSULTANT from proceeding immediately
 2 with the Agreement as changed.

3 **ARTICLE 12. DISPUTES**

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

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

15 **ARTICLE 13. TERMINATION**

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

21 B. In the event either Party defaults in the performance of any of their obligations under this
 22 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
 23 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon
 24 receipt of such notice, CONSULTANT shall immediately cease work, unless the notice from AUTHORITY
 25 provides otherwise. Upon receipt of the notice from AUTHORITY, CONSULTANT shall submit an invoice
 26 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.

ARTICLE 14. INDEMNIFICATION

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

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

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

Subcontractor Name/Addresses

Subcontractor Amounts

1.

2.

1 **ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

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

11 **ARTICLE 17. CONFLICT OF INTEREST**

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

20 **ARTICLE 18. CODE OF CONDUCT**

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

24 **ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

25 CONSULTANT and all subconsultants performing work under this Agreement, shall be
26 prohibited from concurrently representing or lobbying for any other party competing for a contract with

1 AUTHORITY, either as a prime consultant or subconsultant. Failure to refrain from such
2 representation may result in termination of this Agreement.

3 **ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS**

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

7 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

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

15 **ARTICLE 22. PROHIBITED INTERESTS**

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

19 **ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

25 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
26 descriptions, and all other written information submitted to CONSULTANT in connection with the

1 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any
2 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected
3 with the performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding
4 such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or is or
5 becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not
6 use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in
7 any professional publication, magazine, trade paper, newspaper, seminar or other medium without the
8 express written consent of AUTHORITY.

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

14 **ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

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

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

9 **ARTICLE 25. FINISHED AND PRELIMINARY DATA**

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

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

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1 **ARTICLE 26. CONTRACTOR PURCHASED EQUIPMENT**

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

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

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

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

20 **ARTICLE 27. FORCE MAJEURE**

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

3 **ARTICLE 28. HEALTH AND SAFETY REQUIREMENT**

4 CONSULTANT shall comply with all the requirements set forth in Exhibit B, Modified Level 1 & 2
5 Safety and Environmental Specifications. As used therein, "Contractor" shall mean "Consultant," and
6 "Subcontractor" shall mean "Sub-consultant."

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EXHIBIT C: FORMS

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

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

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

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

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

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

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Tim Shaw, Chairman

Steve Jones, Vice Chairman

Lisa A. Bartlett, Director

Doug Chaffee, Director

Laurie Davies, Director

Barbara Delgleize, Director

Andrew Do, Director

Michael Hennessey, Director

Gene Hernandez, Director

Jose F. Moreno, Director

Joseph Muller, Director

Mark A. Murphy, Director

Richard Murphy, Director

Miguel Pulido, Director

Michelle Steel, Director

Donald P. Wagner, Director

Greg Winterbottom, Director

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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:	DRAFT
(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:

_____ _____

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EXHIBIT D: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

1.2 REGULATORY

- A. Injury/Illness Prevention Program
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- B. Substance Abuse Prevention Program

Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

C. Heat Illness Prevention Program

Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

D. Hazard Communication Program

Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

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

E. Storm Water Pollution Prevention Plan

The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
 1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
 3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
 4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos

of the incident area, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

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

1.5 PERSONAL PROTECTIVE EQUIPMENT

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

1.6 REFERENCES

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

END OF SECTION