

REQUEST FOR PROPOSALS (RFP) 5-3412

REGIONAL MODELING AND TRAFFIC OPERATIONS SUPPORT STAFFING



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

Key RFP Dates

Issue Date:	June 9, 2015
Question Submittal Date:	June 18, 2015
Proposal Submittal Date:	July 6, 2015

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June 9, 2015

NOTICE OF REQUEST FOR PROPOSALS

**(RFP): 5-3412: "REGIONAL MODELING AND TRAFFIC OPERATIONS
SUPPORT STAFFING"**

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide support staffing for Regional Modeling and Traffic Operations. The budget for this effort is \$250,000 for a two-year term.

Proposals must be received in the Authority's office at or before 2:00 p.m. on July 6, 2015.

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

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

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

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

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

To receive all further information regarding this RFP 5-3412, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Construction	Traffic Control Devices
	Traffic Control Services
Professional Consulting	Consultant Services - General
	Consultant Services - Transit Planning
	Consultant Services - Transportation Planning
	Geographic Information System Consulting
	Traffic Planning Consulting
Professional Services	Engineering - Traffic

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS**A. 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.

B. ADDENDA

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

C. AUTHORITY CONTACT

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

Iris Deneau, Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5786, Fax: 714.560.5792
Email: ideneau@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.

D. CLARIFICATIONS**1. Examination of Documents**

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

2. Submitting Requests

- a. All questions must be put in writing and must be received by the Authority no later than 5:00 p.m., on June 18, 2015.
- b. Requests for clarifications, questions, and comments must be clearly labeled, "Written Questions." The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, 4th Floor, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: ideneau@octa.net.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET no later than June 23, 2015. Offerors may download responses from CAMM NET at www.octa.net/cammnet, or request responses be sent via U.S. Mail by emailing or faxing the request to Iris Deneau, Contract Administrator.

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

Category:

Construction

Professional Consulting

Professional Services

Commodity:

Traffic Control Devices

Traffic Control Services

Consultant Services - General

Consultant Services - Transit

Planning

Consultant Services -

Transportation Planning

Geographic Information System

Consulting

Traffic Planning Consulting

Engineering - Traffic

Inquiries received after 5:00 p.m. on June 18, 2015 will not be responded to.

E. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on July 6, 2015.

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

2. Address

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Iris Deneau, 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: Iris Deneau, Contract Administrator**

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

3. Identification of Proposals

Offeror shall submit an **original and 4 copies** of its proposal in a sealed package, addressed as shown above in E.2.

The outer envelope must show the Offeror's name and address and clearly marked as follows:

“RFP 5-3412 Regional Modeling and Traffic Operations Support Staffing”

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 or DVD.

4. Acceptance of Proposals

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

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. CODE OF CONDUCT

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

SECTION II: PROPOSAL CONTENT

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

Proposals should be typed with a standard 12 point font, double-spaced, and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11" x 17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed 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 Iris Deneau, and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, telephone 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 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal**a. Qualifications, Related Experience, and References of Offeror**

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the

services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Describe previous experience with jurisdictional traffic signal improvement programs and traffic signal synchronization timing projects, as well as previous experience working on traffic engineering projects with Orange County local agencies.
- (5) Identify subcontractors by company name, address, contact person, telephone number, email address, and project function. Describe Offeror's experience working with each subcontractor.
- (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 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) Provide key personnel with the following required experience:
 - A minimum of two (2) years of relevant experience for technical entry level position
 - A minimum of three to five (3-5) years of experience for junior engineer level position
 - A minimum of seven (7) years of experience for senior and project engineer level positions
 - The project manager/professional engineer level position must be licensed as a Civil and/or Traffic Engineer in the State of California and have a minimum of ten (10) years of experience
- (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 work specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the work and specify who would perform them.

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

d. Exceptions/Deviations

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

4. Cost and Price Proposal

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

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B) and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a time-and-expense price contract specifying fully burdened labor rates and anticipated expenses to complete the Scope of Work.

5. Appendices

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

B. STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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.

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 30%**
 Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience, and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 30%**
 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; utility of suggested technical or procedural innovations.
- 4. Cost and Price 20%**
 Reasonableness of rates; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

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

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

At the conclusion of the evaluation process, the evaluation committee will recommend to Authority's management the Offeror whose proposal is most advantageous to the Authority.

C. AWARD

The Authority may negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

EXHIBIT A: SCOPE OF WORK

Scope of Work
Regional Modeling and Traffic Operations Support Staffing

The Orange County Transportation Authority (OCTA) Regional Modeling – Traffic Operations section of the Strategic Planning Division (Traffic Operations) is currently in the process of managing thirty (30) separate inter-jurisdictional traffic signal synchronization projects (RTSSP), a countywide communications study, plus various other Intelligent Transportation Issues (ITS) and traffic signal synchronization matters that may be assigned to Traffic Operations by management or the Board of Directors. Traffic Operations also is in charge of coordinating and managing the OCTA Traffic Forum composed of the Traffic and Transportation Engineers of the 34 cities and the County of Orange.

All 30 RTSSP projects that involve synchronizing signals are along major corridors that span several local agencies, each owning and having control of their respective intersections. These projects, plus additional projects added from subsequent Calls for Projects, will be led, administered, implemented, and monitored by OCTA via cooperative agreements with the participating agencies on a per corridor basis. The projects have a length of approximately 3 years: Phase I – Primary Implementation (PI) of optimized signal timing and construction of associated project infrastructure for the first year; and, Phase II – Operations and Maintenance (O & M) for the remaining two years following the PI phase. OCTA is designated by the applicant agencies to be the surrogate Lead Agency in all aspects of the projects. Traffic Operations is responsible for their delivery.

The successful Consultant shall be able to provide support staffing for most aspects of functions performed by Traffic Operations and those projects funded and/or administered by OCTA and the responsibility of Traffic Operations. It is anticipated that the primary focus of the contract will be to provide an on-site, junior-level transportation engineer/planner or technician to accomplish basic tasks at OCTA. As directed by the Traffic Operations Project Manager, the on-site staff shall be required to competently perform the following assignments:

- Document Control and File Management, Setup and Maintenance
- Word Processing
- Database Management and Maintenance
- Spreadsheet Operations including Pivot Table development
- Traffic Signal Timing Systems Network Baseline and Optimization Development, Review, and Check using Synchro/Sim Traffic, Tru-Traffic, or other similar programs, as directed by OCTA staff
- Project review/plan check of all deliverables

- Real time inspection drives of corridor operations through the latest versions of GPS-based traffic synchronization simulation programs such as Tru-Traffic TS/PP and Synchro/Sim Traffic
- Attendance at team meetings to ensure timely and integrated production of all project deliverables and resolve key issues
- Assistance in presentations of the project to advisory groups, elected officials, and supporting committees
- Assistance on the execution of interagency agreements including setting up meetings, phone calls, follow-up, and delivery of documents
- Project administration through maintenance of project web sites, related project information items, and project documentation control, as required
- Preparation of agenda minutes and presentations, as required
- Other items or functions as deemed necessary by OCTA Regional Modeling and Traffic Operations Section Manager, Project Manager, and/or designee.

It is anticipated that the successful Consultant shall provide this engineer at an average of 30 hours per week. Forty-hour weeks will occur infrequently.

A secondary focus of the contract will be to occasionally provide all levels of professional and engineering staff for various services. The Project Manager/Professional Engineer and Project Engineer should demonstrate experience in all facets of Traffic/Transportation Engineering and Planning with extensive professional experience in traffic signal design, operations, and maintenance, transportation planning modeling, and ITS. Multiple levels of personnel shall be made available to OCTA, as needed, during the contract period. The Consultant staff shall be able to work objectively and develop a consensus among parties involving controversial and complex interagency projects. The Consultant shall demonstrate strong experience and familiarity with traffic signal synchronization projects in all aspects from timing to required infrastructure, transportation engineering, and planning. The Consultant shall demonstrate extensive experience in design of traffic signal intersection plans, traffic signal interconnection plans, and ITS plans; inspection of the installation, and operation and maintenance on all of the foregoing systems.

The Project Manager/Professional Engineer, Project Engineer, and Senior Design Engineer/Tech levels of personnel shall have the experience and ability to perform field inspection services for all levels of signal design, construction, maintenance and operations, and the experience and abilities to perform and review complex transportation planning issues.

A minimum of two (2) years of relative experience is required for Technical Entry level, three to five (3-5) years of experience for Junior Engineer level, and seven (7) years of experience for Senior and Project Engineer level positions, respectively. Additionally, the Project Manager/Professional Engineer level shall be licensed as a Civil and/or Traffic Engineer in the State of California and shall have a minimum of ten (10) years of experience and be able to provide insight based on that experience to review all work including data collection review and checking, signal design and plan check, optimized traffic signal timing plan check, and other traffic engineering work produced by and for the OCTA projects.

The Consultant staff shall be proficient with multiple transportation software modeling programs:

- VISSIM, VISSUM, and optional new VISTRO by PTV Systems
- Synchro and Sim Traffic/3D Viewer by Trafficware
- Tru-Traffic by Tru-Traffic, LLC
- other transportation software programs

The Consultant staff shall understand and be able to complete the implementation of optimized timing plans in the field, have the experience to operate and review traffic signal control equipment from local controller assembly level to Traffic Management Center Central Control Systems, and have knowledge of time-referencing systems such as GPS or WWV/NIST devices.

The successful Consultant shall be able to demonstrate the following:

- Previous experiences on large scale inter – jurisdictional traffic signal improvement programs and traffic signal synchronization timing projects similar to projects of the types being or will be led by OCTA.
- Previous experience working on Traffic Engineering projects with North, Central, and South Orange County Local agencies.
- Ability to develop consensus building amongst the local agencies
- Ability to understand, interpret and communicate the Guidelines for the Comprehensive Transportation Funding Program (CTFP) with specific attention to Project P or similar Regional Traffic Signal Synchronization Programs.
- Ability to realize, comprehend, and address contractual issues and self-start any mitigation.

A map of the current Traffic Signal Synchronization System with current or planned projects is shown below.

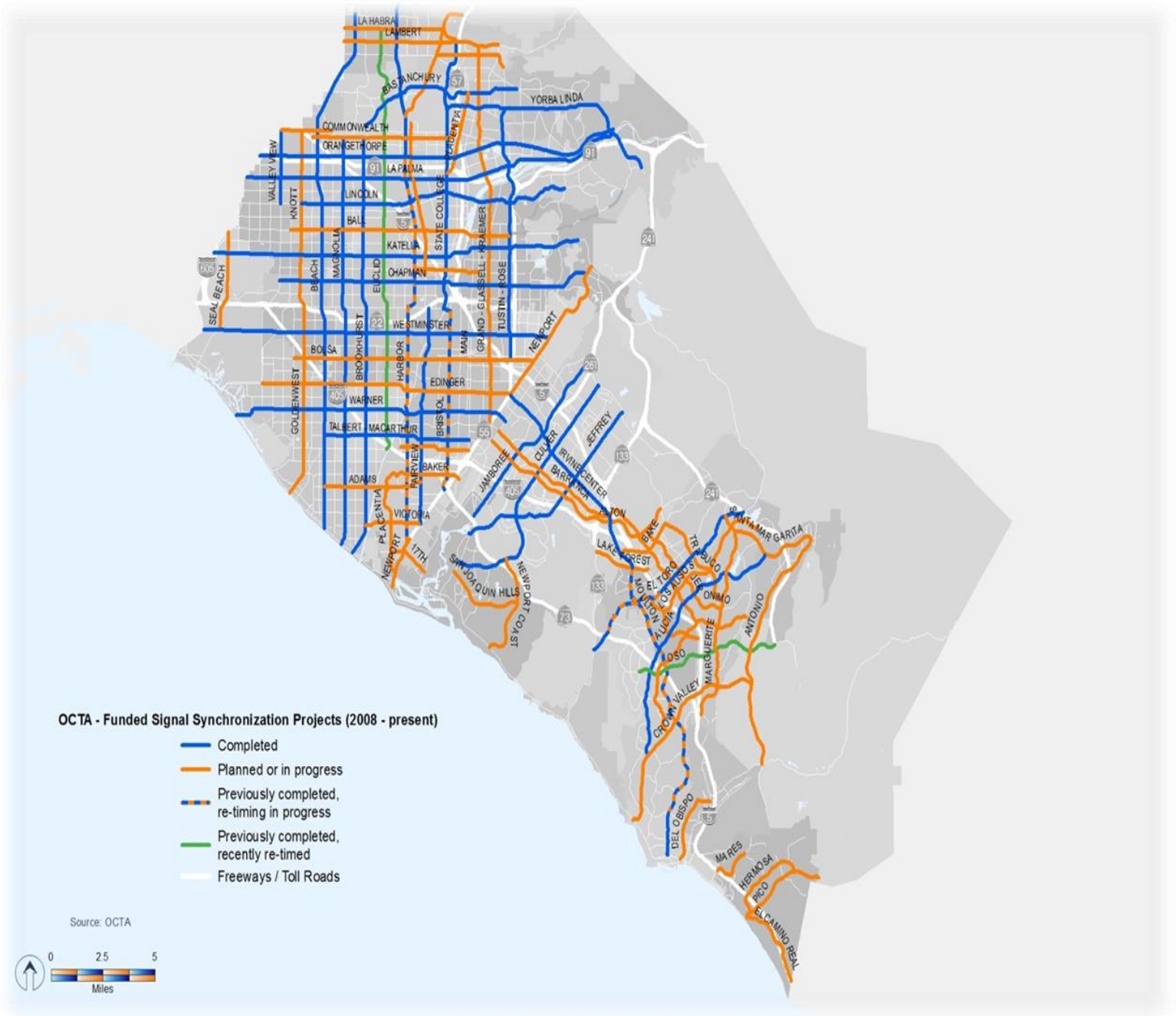


EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

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

Key Personnel

Job Function	Name	Fully Burdened Hourly Rate
Project Manager/Professional Engineer	_____	\$ _____
Project Engineer	_____	\$ _____
Senior Design Engineer/Technician	_____	\$ _____
Junior Engineer/Planner	_____	\$ _____
Technical Entry Level	_____	\$ _____

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

Other Labor Charges

Job Function	Name	Fully Burdened Hourly Rate
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Other Direct Costs	Rate
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

1. I acknowledge receipt of RFP 5-3412 and Addenda No.(s) _____
2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

SIGNATURE'S NAME AND TITLE _____

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

PROPOSED AGREEMENT NO. C-5-3412

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective this ____ day of _____, 2015, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the state of California (hereinafter referred to as "AUTHORITY"), and , , , (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONSULTANT to provide support staffing for Regional Modeling and Traffic Operations; and

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

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

WHEREAS, CONSULTANT wishes to perform these services;

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

ARTICLE 1. COMPLETE AGREEMENT

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

B. AUTHORITY's failure to insist in any one or more instances upon CONSULTANT's performance of any terms or conditions of this Agreement shall not be construed as a waiver or

EXHIBIT C

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

6 **ARTICLE 2. AUTHORITY DESIGNEE**

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

9 **ARTICLE 3. SCOPE OF WORK**

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

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

16 **Names**

Functions

17
18
19
20
21 C. No person named in paragraph B of this Article, or his/her successor approved by
22 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or
23 level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should
24 the services of any key person become no longer available to CONSULTANT, the resume and
25 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as
26 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key

1 person, unless CONSULTANT is not provided with such notice by the departing employee. AUTHORITY
2 shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications
3 concerning acceptance of the candidate for replacement.

4 **ARTICLE 4. TERM OF AGREEMENT**

5 This Agreement shall commence upon execution by both parties, and shall continue in full force
6 and effect through July 31, 2017, unless earlier terminated or extended as provided in this Agreement.

7 **ARTICLE 5. PAYMENT**

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

11 B. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to
12 the work actually completed by CONSULTANT. Work completed shall be documented in a monthly
13 progress report prepared by CONSULTANT, which shall accompany each invoice submitted by
14 CONSULTANT. AUTHORITY shall pay CONSULTANT at the hourly labor rates specified in Exhibit B,
15 entitled "Price Summary Sheet," which is attached to and by this reference, incorporated in and made a
16 part of this Agreement. These rates shall remain fixed for the term of this Agreement and are
17 acknowledged to include CONSULTANT's overhead costs, general costs, administrative costs, travel
18 time and profit. CONSULTANT shall also furnish such other information as may be requested by
19 AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to
20 make full payment until such time as CONSULTANT has documented to AUTHORITY'S satisfaction, that
21 CONSULTANT has fully completed all work required. AUTHORITY's payment in full shall constitute
22 AUTHORITY's final acceptance of CONSULTANT'S work.

23 C. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in
24 duplicate to AUTHORITY's Accounts Payable office. CONSULTANT may also submit invoices
25 electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net. Each invoice
26 shall be accompanied by the monthly progress report specified in paragraph B of this Article.

EXHIBIT C

1 AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each
2 invoice. Each invoice shall include the following information:

- 3 1. Agreement No. C-5-3412;
- 4 2. Specify the labor for which payment is being requested;
- 5 3. The time period covered by the invoice;
- 6 4. Labor (staff name, hours charged, hourly billing rate, current charges, and cumulative
7 chargers) performed during the billing period;
- 8 5. Total monthly invoice (including project-to-date cumulative invoice amount);
- 9 6. Itemized expenses including support documentation incurred during the billing period;
- 10 7. Monthly Progress Report;
- 11 8. Certification signed by the CONSULTANT or his/her designated alternate that a) The
12 invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
13 information included with the invoice is true, complete and correct in all material respects; c) All payments
14 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
15 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
16 invoice does not include any amount which CONSULTANT intends to withhold or retain from a
17 subcontractor or supplier unless so identified on the invoice.
- 18 9. Any other information as agreed or requested by AUTHORITY to substantiate the
19 validity of an invoice.

20 **ARTICLE 6. MAXIMUM OBLIGATION**

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

26 /

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, California 92863-1584

ATTENTION:

ATTENTION: Iris Deneau

(714) 560 - 5786

ideneau@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,

EXHIBIT C

1 Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with
2 a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

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

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

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

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

9 B. Proof of such coverage, in the form of an insurance company issued policy endorsement and
10 a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of any
11 work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from
12 the effective date of this Agreement with AUTHORITY, its officers, directors, employees and agents
13 designated as additional insured on the general and automobile liability. Such insurance shall be primary
14 and non-contributive to any insurance or self-insurance maintained by AUTHORITY.

15 C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement No.
16 C-5-3412; and, the Contract Administrator's Name, Iris Deneau.

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

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

21 **ARTICLE 10. ORDER OF PRECEDENCE**

22 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
23 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 5-3412; (3)
24 CONSULTANT's proposal dated _____; (4) all other documents, if any, cited herein or incorporated
25 by reference.

26 /

ARTICLE 11. CHANGES

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

ARTICLE 12. DISPUTES

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

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

ARTICLE 13. TERMINATION

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

1 claims against AUTHORITY under this Agreement.

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

12 **ARTICLE 14. INDEMNIFICATION**

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

19 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

25 B. AUTHORITY hereby consents to CONSULTANT's subcontracting portions of the Scope of
26 Work to the parties identified below for the functions described in CONSULTANT's proposal.

EXHIBIT C

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

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

ARTICLE 17. CONFLICT OF INTEREST

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

ARTICLE 18. CODE OF CONDUCT

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

ARTICLE 19. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 20. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 21. PROHIBITED INTERESTS

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

ARTICLE 22. OWNERSHIP OF REPORTS AND DOCUMENTS

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

EXHIBIT C

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

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

16 **ARTICLE 23. PATENT AND COPYRIGHT INFRINGEMENT**

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

1 with other material not provided by CONSULTANT when such use in combination infringes upon an
2 existing U.S. letters patent or copyright.

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

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

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

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

ARTICLE 25. FORCE MAJEURE

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

ARTICLE 26. HEALTH AND SAFETY REQUIREMENT

CONSULTANT shall comply with all the requirements set forth in Exhibit E, Level 1 Safety Specifications.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-5-3412 to be executed on the date first above written.

CONSULTANT

By _____

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

Virginia Abadessa
Director, Contracts Administration and Materials
Management

APPROVED AS TO FORM:

By _____

James M. Donich
General Counsel

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

Name

Date

Title

EXHIBIT E: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Orange County Transportation Authority (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's 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 HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during the course of this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of public and workers.

1.2 INJURY AND ILLNESS PREVENTION PLAN

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

- B. Contractor shall provide a copy of the Policy or Program of Company's Substance Abuse Prevention Policy that complies with the 1988 Drug Free Workplace Act.

1.3 HAZARD COMMUNICATION

- A. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of MSDS for all applicable products used, if any.
- B. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

1.4 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents:
 - 1. Damage to Authority property (or incidents involving third party property damage);
 - 2. Reportable and/or Recordable injuries (as defined by the U.S. Occupational Safety and Health Administration);
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days, and include the following information. The current status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to Authority.

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. Authority Construction Management Procedures Manual
- E. Authority Yard Safety Rules

END OF SECTION