

REQUEST FOR PROPOSALS (RFP) 2-2839

**TRAFFIC DATA COLLECTION  
UPDATE FOR THE 2023  
CONGESTION MANAGEMENT  
PROGRAM**



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

**Key RFP Dates**

<b>Issue Date:</b>	<b>October 6, 2022</b>
<b>Pre-Proposal Conference Date:</b>	<b>October 12, 2022</b>
<b>Question Submittal Date:</b>	<b>October 13, 2022</b>
<b>Proposal Submittal Date:</b>	<b>October 24, 2022</b>
<b>Interview Date:</b>	<b>November 29, 2022</b>

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October 6, 2022

**NOTICE OF REQUEST FOR PROPOSALS (RFP)**

**RFP 2-2839: “TRAFFIC DATA COLLECTION UPDATE FOR THE 2023 CONGESTION MANAGEMENT PROGRAM”**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to **provide traffic data collection update for the 2023 Congestion Management Program.**

The budget for this project is **\$214,500** for a one (1) year term.

**Please note that by submitting a Proposal, Offeror certifies that it is not subject to any Ukraine/Russia-related economic sanctions imposed by the State of California or the United States Government including, but not limited to, Presidential Executive Order Nos. 13660, 13661, 13662, 13685, and 14065. Any individual or entity that is the subject of any Ukraine/Russia-related economic sanction is not eligible to submit a Proposal. In submitting a Proposal, all Offerors agree to comply with all economic sanctions imposed by the State or U.S. Government.**

**Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of 2:00 p.m. on October 24, 2022. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select “**RFP 2-2839**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract Administrator prior to the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

Firms interested in obtaining a copy of this 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 2-2839, 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 - Transit Planning
Professional Services	Consultant Services - Transportation Planning Engineering - Traffic

A pre-proposal conference will be held via teleconference on October 12, 2022, at 11:00 a.m.. Prospective Offerors may join or call-in using the following credentials:

- [Click here to join the meeting](#)
- **Or call 916-550-9867**
- Conference ID: 323 430 270#

An on-site/in-person conference will not be held. A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established November 29, 2022, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

**SECTION I: INSTRUCTIONS TO OFFERORS**

## **SECTION I. INSTRUCTIONS TO OFFERORS**

### **A. PRE-PROPOSAL CONFERENCE**

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- [Click here to join the meeting](#)
- **Or call 916-550-9867**
- Conference ID: 323 430 270#

An on-site/in-person conference will not be held. A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

### **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:

Yarida Guzman, Senior Contract Administrator  
Contracts Administration and Materials Management Department  
Phone: 714.560. 5077  
Email: yguzman@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 offeror, subcontractor, lobbyist or agent hired by the offeror 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 offeror, subcontractor, lobbyist or agent hired by the offeror that engages in such prohibited communications may result in disqualification of the offeror 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 E.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

### **2. Submitting Requests**

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via e-mail at [yguzman@octa.net](mailto:yguzman@octa.net) no later than 5:00 p.m., on October 13, 2022.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 2-2839" in the subject line of the e-mail. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

### **3. Authority Responses**

Responses from the Authority will be posted on CAMM NET, no later than October 14, 2022. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

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

Category:  
Professional Consulting

Professional Services

Commodity:  
Consultant Services - Transit  
Planning  
Consultant Services -  
Transportation Planning  
Engineering - Traffic

Inquiries received after 5:00 p.m. on October 13, 2022 will not be responded to.

## F. SUBMISSION OF PROPOSALS

### 1. Date and Time:

Proposals are due at or before October 24, 2022, by 2:00 pm.

**Proposals must be submitted, electronically**, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on October 24, 2022. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select “**RFP 2-2839**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract Administrator prior to the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

### 2. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.

- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

**G. PRE-CONTRACTUAL EXPENSES**

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

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

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

**H. JOINT OFFERS**

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

**I. TAXES**

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

**J. PROTEST PROCEDURES**

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

**K. CONTRACT TYPE**

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying firm-fixed prices for individual tasks specified in the Scope of work, included in the RFP as Exhibit A. This Agreement will be for a one (1) year term.

**L. CONFLICT OF INTEREST**

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

**M. 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.

**N. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT**

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California Public Records Act, Government Code sections 6250 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

If a Proposal does include "confidential" or "proprietary" markings and the Authority receives a request pursuant to the Act, the Authority will endeavor (but cannot guarantee) to notify the Offeror of such a request. In order to protect any information submitted within a Proposal, the Offeror must pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the

confidentiality of such information. The Authority generally does not consider pricing information, subcontractor lists, or key personnel, including resumes, as being exempt from disclosure under the Act. In no event shall the Authority or any of its officers, directors, employees, agents, representatives, or consultants be liable to a Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify a Offeror of a request seeking its Proposal. The Authority reserves the right to make an independent decision to disclose records and material.

Notwithstanding the above, all information regarding proposal responses will be held as confidential until such time as the evaluation has been completed; an award has been made by the Board of Directors or Authority Staff, as appropriate; and the contract has been fully negotiated.

**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. 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 Yarida Guzman, Senior Contract Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, 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 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; workload; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (5) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.
- (6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

**b. Proposed Staffing and Project Organization**

This section of the proposal should establish the method, which will be used by the Offeror to manage the project as well as identify key personnel assigned.

Offeror to:

- (1) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Indicate adequacy of labor resources utilizing a table projecting the labor-hour 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 and include a specific schedule for the traffic count data collection.
- (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 C), 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 C). 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**

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

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

#### **5. Appendices**

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

### **B. FORMS**

#### **1. Status of Past and Present Contracts Form**

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

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

#### **2. 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.

**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** **25 %**  
 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience, and technical competence of subcontractors; assessment by client references.
  
2. **Staffing and Project Organization** **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** **25%**  
 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.
  
4. **Cost and Price** **20%**  
 Reasonableness of the total price as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.

#### B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established November 29, 2022, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from

further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

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

**C. AWARD**

The Authority's Board of Directors will consider the selection of the firm(s) recommended by the Board Committee.

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

Offeror acknowledges that the Authority's Board of Directors reserves the right to award this contract in its sole and absolute discretion to any Offeror to this RFP regardless of the evaluation committee's recommendation or recommendation of a Board Committee.

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

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

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

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

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

**EXHIBIT A: SCOPE OF WORK**

## **SCOPE OF WORK**

### **TRAFFIC DATA COLLECTION UPDATE FOR THE 2023 CONGESTION MANAGEMENT PROGRAM**

#### **PROJECT BACKGROUND**

The Orange County Transportation Authority (OCTA) is the designated Congestion Management Agency (CMA) for Orange County. To ensure local jurisdictions' continued eligibility for state gas tax funds made available through Proposition 111, local jurisdictions must meet certain roadway Level of Service (LOS) standards. As the CMA, OCTA collects and compiles the traffic data needed to monitor local jurisdiction compliance with the LOS standards. The data collected under this project will provide traffic data input for the 2023 Congestion Management Program (CMP).

#### **PROJECT DESCRIPTION**

This project includes two (2) major components. The first component involves collecting traffic data for 101 intersections in Orange County as defined by the CMP. Counts shall be taken for three (3) days (A.M. and P.M. peak period) for each of the 101 intersections defined in the CMP. Specific details on traffic count specifications and requirements are described below. The second component involves using the acquired count data to perform intersection level-of-service analysis.

#### **STUDY ORGANIZATION AND SCHEDULE**

Consultant shall work under the general direction of the OCTA project manager and in cooperation with local jurisdictions.

Project shall be completed in a timely manner. The schedule requires completion of the traffic counts for intersections in Attachment A. Additionally, counts shall not be conducted between April 2 and April 16, 2023 (weeks before and after Easter). All re-counts shall be collected before the summer holiday period beginning May 21, 2023 (week before Memorial Day). Completion of the project, including submittal of final traffic data in both electronic and hard copy medium to OCTA, shall be no later than December 16, 2023. Data collection shall not be conducted during the periods specified in Task 2, Section D, under "Work Program" below.

#### **WORK PROGRAM**

The work program for the project consists of the major tasks and specifications as outlined below.

### **Task 1. Project Management**

Task 1 shall be on-going throughout the duration of the project. Consultant shall complete day-to-day project management tasks including: meetings, progress reports, tracking of schedules, invoicing and overall administration of the project.

- A. Project Kick-Off Meeting – Consultant shall schedule a meeting with the OCTA project manager or designated representative to kick-off the project; establish communication channels and protocols; discuss the scope of work, schedule, and budget; and obtain a thorough understanding of the goals for the project.
- B. Team Meetings (as needed) – Consultant shall coordinate team meetings as needed to include Consultant staff, OCTA staff, and other participants.

Deliverables:

- Project Kick-Off Meeting
- Team Meetings

### **Task 2. Turning Movement Count Data Collection**

- A. Consultant shall perform intersection counts at one hundred one (101) CMP intersection locations established in Attachment A for the A.M. and P.M. peak periods. Note the intersections of Jamboree Road at the Edinger Avenue Ramps (#228 and #229) function as a single intersection and shall be counted/evaluated as such.
  - a. Manual counts shall involve at least one (1) person in the field at each intersection counting cars, bicycles, and pedestrians. Multiple people will be needed for major intersections. Automatic methods such as tube counts will not provide OCTA with adequate information and shall not be accepted. Video counts are acceptable.
- B. Consultant shall collect intersection geometry and operational characteristics for all intersections that are counted as a part of this project.
- C. Consultant's proposal shall include a specific schedule for the traffic count data collection. Counts shall not be conducted between April 2 and April 16, 2023 (weeks before and after Easter). All CMP counts and re-counts shall be completed before the summer holiday period beginning May 21, 2023 (week before Memorial Day). Counts may not be collected in times as noted in Section "D" below. Recounts shall be required when the count data does not appear reasonable.

- D. Due to disruption of travel patterns, no traffic data shall be collected on holidays, days of inclement weather such as rainfall during the count period, during temporary construction activities which reduce the number of travel lanes, or any incident that disrupts the normal flow of traffic without prior approval of OCTA.
- E. All traffic data shall be collected mid-week on a Tuesday, Wednesday, and Thursday.
- F. All counts shall be taken on three (3) separate days. These counts need not be done on consecutive days or in one consecutive week.
- G. Consultant shall provide OCTA with a schedule (time and date) for all intersections, listed by jurisdiction, within **one (1) week** from the project kick-off meeting. OCTA shall be notified of any changes to the schedule twenty-four (24) hours prior to the change.
- H. All intersection counts shall include the following:
1. Counts of left turn, through, and right turn volumes in fifteen (15) minute increments.
  2. Separate pedestrian and bicycle counts shall be conducted simultaneously with intersection vehicle counts. Each of these counts should be distinguished from vehicle counts in data representations.
  3. The above information shall be recorded on schematics of the intersections. An example of a diagram showing items 1-2 is included in the Traffic Manual Count Form (Attachment B) provided by OCTA.
  4. Right-turn overlap for each approach shall be indicated if applicable. A right-turn overlap is when the driver can make a right turn on a green right-turn arrow during the left turn phase of the crossing street.
  5. Observed directional movements that are not cleared within a signal cycle shall be noted on the count form. The intersection does not clear when too many vehicles are stopped at an intersection for more than one cycle. Intersections as such must be noted.
- I. For each intersection that is counted, Consultant shall create a diagram prepared in a logical, consistent format showing existing intersection lane configurations. This shall include:
- Number of lanes (left, through, right)
  - Turn pocket lengths

- Special turn treatments (protected-permissive left turns, restricted right-turns, etc.)
- Curb lane widths for all intersection approaches
- North arrow oriented to indicate directional traffic consistent with requirement “L” below
- A simplified phase diagram

The curb lane width is the width of the rightmost lane closest to the curb. Curb lane width will define the presence of de-facto right turn lanes where applicable, which will be used in the intersection analysis done as part of Task 4. The diagrams are to be clearly titled with the intersection name. OCTA will make available to Consultant lane configuration diagrams prepared for the 2021 CMP in Adobe Acrobat and Geographic Information Systems (GIS) formats. These diagrams include aerial photos of each intersection from aerial photography. Consultant shall update these diagrams through field checks of each intersection prior to the counts. Updated aerial photographs must have similar or better resolution than what is currently used in the diagrams. Other sources of aerial photography must have proper usage rights and be approved by OCTA. An example of a diagram is included in Attachment C.

- J. The A.M. and P.M. peak hours, as determined by the highest four (4) consecutive fifteen (15)-minute continuous intervals, for each day counted, shall be determined from the count forms for each intersection. A three (3) day average count for both A.M. and P.M. peak hours are also to be calculated using the peak hour count from each individual day. All count data submitted to the OCTA shall be both typewritten and in electronic format.
- K. Consultant shall average the three (3) day counts (adding all three (3) day volumes for each movement and dividing by three) and submit both the individual day counts and the average counts.
- L. The direction of traffic flow shall be described as travel in the cardinal direction.
- M. The A.M. peak period shall be between 6:00 A.M. - 9:00 A.M. and the P.M. peak period from 3:00 P.M. - 7:00 P.M. The A.M. and P.M. periods do not have to be counted on the same day.
- N. Counts at grade separated intersections are to be performed the same day at all the intersections. For example, the interchange of Imperial Highway with Orangethorpe Avenue consists of three (3) separate intersections. All three (3) intersections must be counted, on the same days. Consultant shall note if there are any other CMP locations where recent construction has resulted in multiple intersections.

Deliverable:

- Count schedule

### **Task 3. Quality Control**

All data shall be checked to ensure it is reasonable.

- A. Quality control checks shall be made by Consultant on all count data to check for reasonableness prior to submittal to OCTA. The quality control checks shall include thorough review of data and comparisons against the previous CMP counts, which will be provided by OCTA. It is OCTA's preference that the quality control be performed by a qualified traffic engineer.
- B. OCTA and local jurisdictions will review the count data and intersection diagrams submitted by the Consultant. Consultant shall make all revisions as needed based on agency comments. If, after review by the Consultant, OCTA and/or local jurisdictions, the data does not appear reasonable or is in error, Consultant shall conduct a re-count of the intersection(s) in question at no expense to OCTA. All CMP re-counts shall be completed before the summer holiday period beginning May 21, 2023 (week before Memorial Day).
- C. Consultant shall provide OCTA with a memorandum comparing the current CMP traffic counts and previous CMP traffic counts to ensure reasonable preliminary counts have been collected. The memorandum shall include:
  - Movement-by-movement, intersection total, and segment volume comparison tables
  - Graphs and charts
  - A brief summary of the calculations used in the comparison process
  - A brief summary of when re-counts were conducted, when necessary

The above list is not necessarily comprehensive, and Consultant is encouraged to suggest other methods for comparison of the data if they are felt useful. The memorandum shall be submitted to OCTA by May 1, 2023.

Deliverable:

- 2023 CMP vs 2021 CMP count comparison memorandum

#### Task 4. Turning Movement Count Data Compilation and Analysis

- A. Prior to submitting the counts and analysis results, Consultant shall meet with OCTA staff to insure there is a clear understanding of the data format requirements.
- B. The turning movement count data and relevant intersection geometric data shall be provided digitally to OCTA in **two (2)** formats:
  - 1. Compiled into the Universal Traffic Data Format (UTDF) version 6.0 AND in National Data and Surveying Services (NDS)/Southland Car Counters style Excel spreadsheet. OCTA has a GIS-based Roadway Operation and Analysis Database System (ROADS) that will store various transportation data, including traffic counts. It is intended for ROADS to be able to read both of these formats. UTDF is a text based format developed to provide easy transfer of traffic data into the Synchro traffic signal analysis software developed by Trafficware. Data files in UTDF should be provided for intersection turning count data and geometrics. Attachment D includes a brief description of UTDF, along with an example. Attachment E includes an example of the NDS/Southland Car Counters style table.
  - 2. Compiled in space delimited ASCII format as described in Attachment F. The computer files shall include A.M. and P.M. peak-hour counts, intersection geometrics, and signal phasing, in a format agreed upon by OCTA. Attachment G shows examples of both the required lane geometry file and turning movement count file. This format is consistent with the format of previous CMP counts.
- C. Turning movement count data (in digital format) shall be provided to OCTA electronically as it becomes available.
- D. Consultant shall deliver digital versions (PDF as well as GIS, CAD, etc.) of the prepared geometric diagrams.
- E. Consultant shall calculate Intersection Capacity Utilization (ICU) values for all of the intersections that counts were collected for. The Consultant shall utilize the ROADS database ICU calculation module (developed by the OCTA GIS team) to calculate all ICUs for this work effort. Files developed in Section B.1 of this task are used as input. To maintain consistency with the CMP analyses of previous years, the same program must be used. The Consultant shall provide the digital file output for each analyzed intersection to OCTA. The ICU values for all CMP intersections must also be summarized in a single table.

- F. Deliverables are to be submitted to OCTA by May 15, 2023, except locations that are recounted.

Deliverables:

- UTDF file of AM and PM scenarios
- Intersection information in NDS/Southland Car Counters style Excel spreadsheet
- Intersection counts in PDF or other electronic format
- ASCII format files
- ROADS output files
- Intersection ICU Summary table
- Updated lane configuration diagrams in PDF and GIS formats
- Updated aerial photography if any

#### **Task 5. 48-Hour Pedestrian/Bicycle Counts/e-Scooter**

Consultant shall collect two-way 48-hour pedestrian/bicycle/e-scooter Average Daily Traffic (ADT) volume counts at twenty (20) locations as established in Attachment H. Five (5) locations shall require the counts to be categorized by the details in Attachment H. The counts shall be conducted on one (1) week day following the same guidelines and restrictions explained in Task 2, sections C, D, and E, and one (1) Saturday. Consultant shall provide the traffic volume data digitally to OCTA in Microsoft Excel format following the template in Attachment I.

Deliverable:

- Pedestrian/Bicycle/e-Scooter count information in Excel format

#### **Task 6. 24-Hour Mid-Block ADT Counts**

Consultant shall collect two-way 24-Hour ADT volume counts at a minimum of fifty (50) mid-block segments to be defined by OCTA after the start of the project. The counts will be conducted on week days following the same guidelines and restrictions explained in Task 2, sections C, D, and E. The Consultant shall provide the traffic volume data digitally to OCTA in Microsoft Excel format.

Deliverable:

- 24-Hour ADT Count information in Excel format

### **Task 7. Supplemental Intersection Counts**

Consultant shall collect intersection peak period turning movement counts at 52 locations established in Attachment J. Counts will be conducted following the guidelines established in Task 2, sections B, C, D, and E, and performed no later than the week of November 6<sup>th</sup>, 2023. Each intersection will have one (1) day of counts. Turning movement count data (in digital format) shall be provided to OCTA electronically as it becomes available. Volumes on the freeway ramps must be captured.

Deliverables:

- Intersection information in NDS/Southland Car Counters style Excel spreadsheet
- Intersection counts in PDF or other electronic format

### **Task 8. Supplemental Travel Time Runs**

Travel time runs shall be collected for State Route-91 between State Route-57 and Interstate-15. AM peak period (6:00AM-10:00AM) runs will be performed for the westbound direction and PM peak period (3:00PM-7:00PM) runs will be performed for the eastbound direction. Travel time runs will follow the collection guidelines established in Task 2, sections C, D, and E, and performed no later than the week of November 6<sup>th</sup>, 2023. Travel time runs impacted by freeway incidents and/or construction activity must be redone. Each direction will have sixteen (16) runs occurring in 15-minute intervals for a total of thirty-two (32) runs.

Deliverables:

- Travel Time information in electronic format

### **Task 9. 24-Hour Freeway Mainline Counts**

Consultant shall collect two (2)-way twenty-four (24)-hour ADT volume counts at a minimum of thirteen (13) mainline freeway segments to be defined by OCTA after the start of the project. The counts will be conducted on weekdays following the same guidelines and restrictions explained in Task 2, sections C, D, and E. Vehicles should at the minimum be classified in the following categories: passenger vehicles, 2-axle trucks, 3-axle trucks, 4 or more axle trucks, RV, buses. Consultant shall provide the traffic volume data digitally to OCTA in Microsoft Excel format.

Deliverable:

- 24-Hour Freeway Mainline Count information in Excel format

Intersection Count List

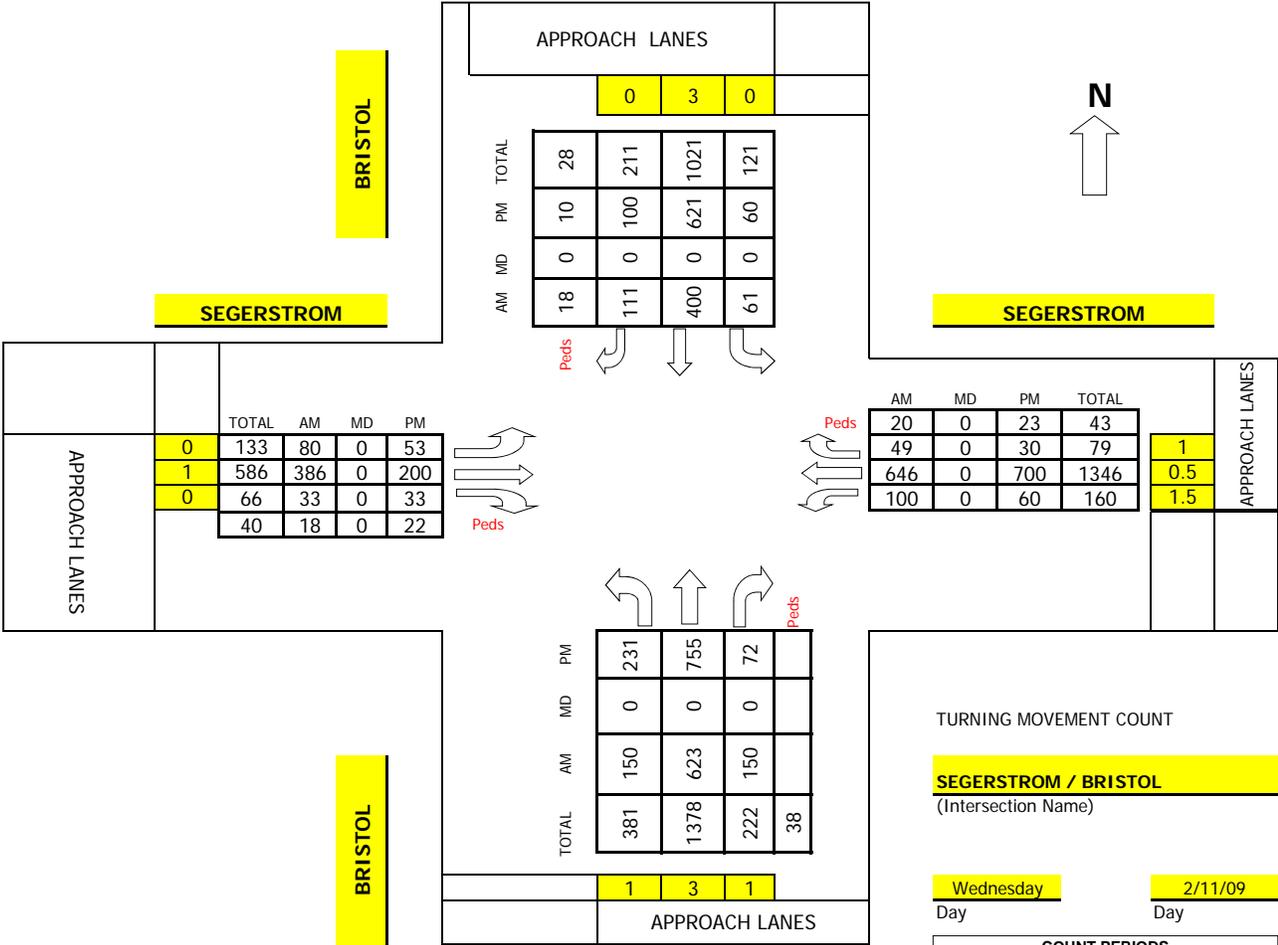
Jurisdiction	Intersection/Interchange	Program	ID
Anaheim	Anaheim Way-I-5 NB Ramp/Katella Avenue	CMP	1
Anaheim	Harbor Blvd./Katella Avenue	CMP	2
Anaheim	Harbor Boulevard/I-5 SB Ramps	CMP	3
Anaheim	Harbor Boulevard/SR-91 EB Ramps	CMP	4
Anaheim	I-5 NB Ramp/Harbor Boulevard	CMP	5
Anaheim	I-5 SB Ramps/Katella Avenue	CMP	6
Anaheim	Imperial Highway Connector/Orangethorpe Avenue	CMP	7A
Anaheim	Imperial Highway/Orangethorpe Avenue Connector	CMP	7B
Anaheim	Imperial Highway NB Ramp/Orangethorpe Avenue	CMP	7C
Anaheim	SR-57 NB Ramps/Katella Avenue	CMP	8
Anaheim	SR-57 SB Ramps/Katella Avenue	CMP	9
Anaheim	SR-91 EB Ramp/Imperial Highway	CMP	10
Anaheim	SR-91 EB Ramps/State College Boulevard	CMP	11
Anaheim	SR-91 EB Ramps/Tustin Avenue	CMP	12
Anaheim	SR-91 WB Ramp/Harbor Boulevard	CMP	13
Anaheim	SR-91 WB Ramp/Imperial Highway	CMP	14
Anaheim	SR-91 WB Ramp/State College Boulevard	CMP	15
Anaheim	SR-91 WB Ramps/Tustin Avenue	CMP	16
Brea	SR-57 SB Ramps/Imperial Highway	CMP	27
Brea	State College Boulevard/Imperial Highway	CMP	28
Brea	Valencia Avenue/Imperial Highway	CMP	29
Buena Park	Beach Boulevard/Orangethorpe Avenue	CMP	33
Buena Park	I-5 SB Ramps/Beach Boulevard	CMP	34
Buena Park	SR-91 EB Ramp/Beach Boulevard	CMP	35
Buena Park	SR-91 EB Ramp/Valley View Street	CMP	36
Buena Park	SR-91 WB Ramp/Beach Boulevard	CMP	37
Buena Park	SR-91 WB Ramp/Valley View Street	CMP	38
Costa Mesa	Harbor Boulevard/Adams Avenue	CMP	41
Costa Mesa	I-405 SB Ramps/Harbor Boulevard	CMP	42
Costa Mesa	I-405 NB Ramps/Harbor Boulevard	CMP	48
Laguna Beach	El Toro Road/SR-73 NB Ramps	CMP	52
Laguna Beach	El Toro Road/SR-73 SB Ramps	CMP	53
Laguna Beach	Laguna Canyon Rd/SR-73 NB Ramps	CMP	54
Laguna Beach	Laguna Canyon Rd/SR-73 SB Ramps	CMP	55
County of Orange	SR-133 NB Ramps/Irvine Boulevard	CMP	56
County of Orange	SR-133 SB Ramps/Irvine Boulevard	CMP	57
Irvine	SR-261 NB Ramps/Irvine Boulevard	CMP	58
Irvine	SR-261 SB Ramps/Irvine Boulevard	CMP	59
Laguna Woods	Moulton Parkway/El Toro Road	CMP	60
Brea	SR-57 NB Ramp/Imperial Highway	CMP	77
Cypress	Valley View Street/Katella Avenue	CMP	78
Dana Point	Crown Valley Parkway/Bay Drive/PCH	CMP	80
Dana Point	Street of the Golden Lantern/Del Prado Avenue	CMP	81
Dana Point	Street of the Golden Lantern/PCH	CMP	82
Fullerton	Harbor Boulevard/Orangethorpe Avenue	CMP	85
Fullerton	State College Boulevard/Orangethorpe Avenue	CMP	86
Garden Grove	SR-22 WB Ramp/Valley View Street	CMP	94
Garden Grove	SR-22 WB Ramps/Harbor Boulevard	CMP	95
Huntington Beach	Beach Boulevard/I-405 SB Ramp/Edinger Avenue	CMP	96
Huntington Beach	Beach Boulevard/Adams Avenue	CMP	97
Huntington Beach	Beach Boulevard/Pacific Coast Highway	CMP	98
Huntington Beach	Beach Boulevard/Warner Avenue	CMP	99
Huntington Beach	Bolsa Chica Street/Bolsa Avenue	CMP	100
Huntington Beach	Bolsa Chica Street/Warner Avenue	CMP	101
Huntington Beach	Pacific Coast Highway/Warner Avenue	CMP	102
Irvine	I-405 NB Ramps/Enterprise/Irvine Center Drive	CMP	108
Irvine	I-405 NB Ramps/Jamboree Road	CMP	109
Irvine	I-405 SB Ramps/Irvine Center Drive	CMP	110
Irvine	I-405 SB Ramps/Jamboree Road	CMP	111
Irvine	I-5 NB Ramps/Jamboree Road	CMP	112

Intersection Count List

Jurisdiction	Intersection/Interchange	Program	ID
Irvine	I-5 SB Ramps/Jamboree Road	CMP	113
Irvine	MacArthur Boulevard/Jamboree Road	CMP	114
La Habra	Harbor Boulevard/Imperial Highway	CMP	139
La Habra	Beach Boulevard/Imperial Highway	CMP	140
La Habra	Beach Boulevard/Whittier Boulevard	CMP	141
Laguna Beach	Laguna Canyon Road/EI Toro Road	CMP	142
Laguna Beach	Laguna Canyon Road/Pacific Coast Highway	CMP	143
Laguna Hills	I-5 SB Ramp/Avenue de la Carlotta/EI Toro Road	CMP	144
Laguna Niguel	Moulton Parkway/SR-73 SB Ramps	CMP	150
Laguna Niguel	Moulton Parkway/Crown Valley Parkway	CMP	151
Lake Forest	I-5 NB/Bridger/EI Toro Road	CMP	155
Lake Forest	Trabuco Road/EI Toro Road	CMP	156
Los Alamitos	I-605 NB Ramps/Katella Avenue	CMP	159
Mission Viejo	I-5 NB Ramps/Crown Valley Parkway	CMP	161
Mission Viejo	I-5 SB Ramps/Crown Valley Parkway	CMP	162
Newport Beach	MacArthur Boulevard/Pacific Coast Highway	CMP	163
Newport Beach	Newport Boulevard/Pacific Coast Highway	CMP	164
Orange	SR-55 NB Ramps/Sacramento/Katella Avenue	CMP	171
Orange	SR-55 SB Ramps/Katella Avenue	CMP	172
Placentia	Rose Drive/Imperial Highway	CMP	177
Placentia	Del Cerro Drive/Orangethorpe Avenue	CMP	178A
Placentia	Rose Drive/Del Cerro Drive	CMP	178B
Placentia	SR-57 NB Ramps/Orangethorpe Avenue	CMP	179
Placentia	SR-57 SB Ramps/Iowa Place/Orangethorpe Avenue	CMP	180
San Juan Capistrano	I-5 NB Ramps/Ortega Highway	CMP	188
San Juan Capistrano	I-5 SB Ramps/Ortega Highway	CMP	189
Santa Ana	Harbor Boulevard/1st Street	CMP	190
Santa Ana	Harbor Boulevard/Warner Avenue	CMP	191
Santa Ana	I-5 SB Ramps/1st Street	CMP	192
Santa Ana	SR-55 SB Ramp/Auto Mall/Edinger Avenue	CMP	193
Santa Ana	SR-55 SB Ramps/Irvine Boulevard	CMP	194
Stanton	Beach Boulevard/Katella Avenue	CMP	227
Tustin	Jamboree Road/Edinger Avenue-NB Ramp	CMP	228
Tustin	Jamboree Road/Edinger Avenue-SB Ramp	CMP	229
Tustin	Jamboree Road/Irvine Boulevard	CMP	230
Tustin	SR-55 NB Ramps/Edinger Avenue (Newport/Del Amo)	CMP	231
Tustin	SR-55 NB Ramps/Irvine Boulevard	CMP	232
Westminster	Beach Boulevard/Bolsa Avenue	CMP	241
Westminster	Bolsa Chica Road (Valley View)/Garden Grove Boulevard	CMP	242
Garden Grove	SR-22 WB Ramps at Beach Boulevard	CMP	243
Garden Grove	SR-22 EB Ramps at Beach Boulevard	CMP	244

**TMC Summary of BRISTOL/SEGERSTROM**

Project #:



TURNING MOVEMENT COUNT

**SEGERSTROM / BRISTOL**  
 (Intersection Name)

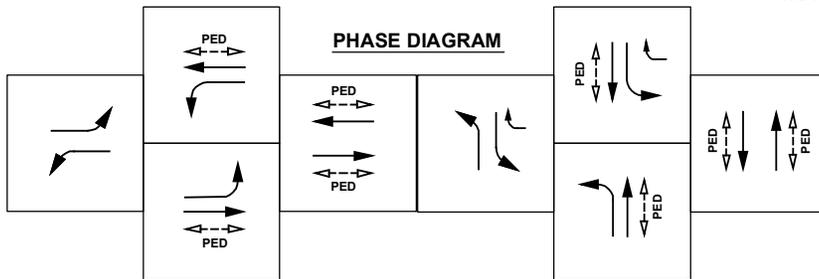
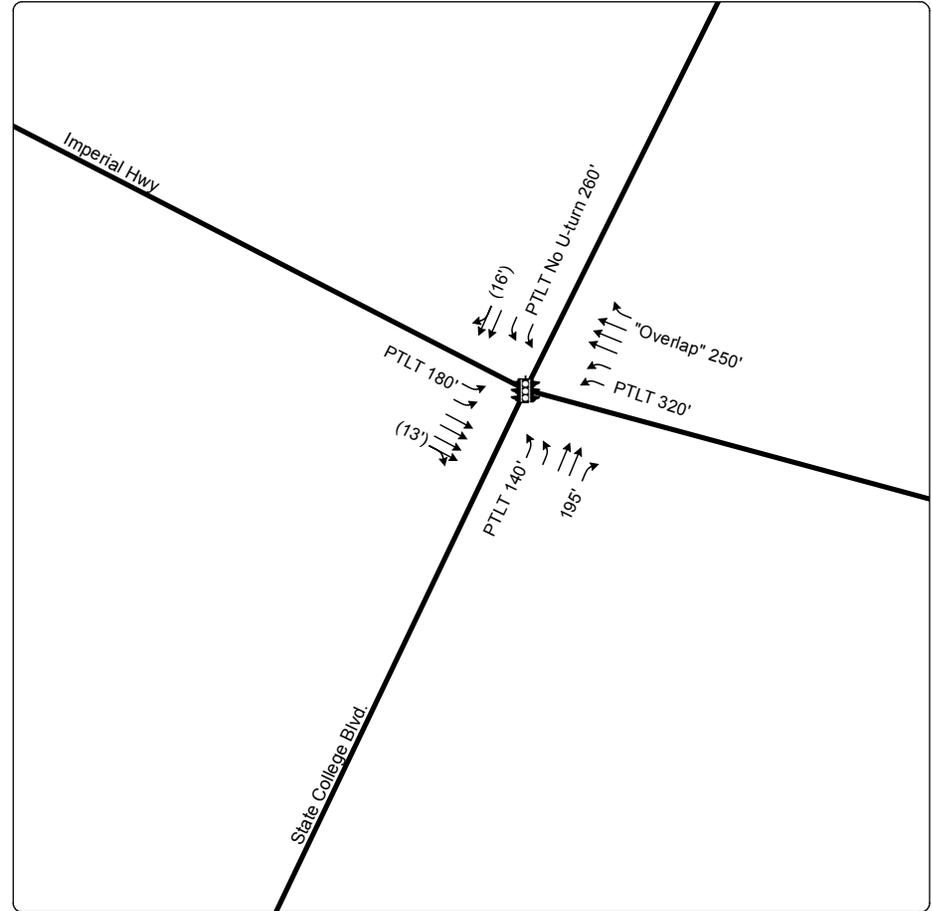
**Wednesday**      **2/11/09**  
 Day                      Day

COUNT PERIODS	
<b>am</b>	6:00 AM - 9:00 AM
<b>noon</b>	11:00 AM - 1:00 PM
<b>pm</b>	3:00 PM - 7:00 PM

AM PEAK HOUR	<u>7:30 AM</u>
NOON PEAK HOUR	<u>N/A</u>
PM PEAK HOUR	<u>5:00 PM</u>



NOT TO SCALE



**LEGEND**

- Turn Lane
  - XX(YY) Pocket Length (Lane Width)
  - Traffic Signal
  - PTLT Protected Left-Turn
  - PMLT Permitted Left-Turn
  - PPLT Protected/Permitted Left-Turn
  - "Free" Uncontrolled Right-Turn
  - "Overlap" Overlapped Right-Turn
  - "Restricted" No Right-Turn on RED
- Data Collected in 2015



## UTDF Standards

Two UTDF files are required for the CMP – a volume file and geometry file. Both are text based, and should be comma delineated. The contents of each are listed below.

### Volume text file formats

Trafficware recommends the volume files to have the name VOLUME.CSV. This file can contain data for multiple intersections, time periods, and days. The first three lines are headers with information on the data contained in the file. The fourth line identifies the different fields including: date, time (military format), intersection ID (should match the CMP intersection ID number), and the turning movement count. A 15-minute turning movement count data file created in UTDF looks like this:

```
Turning Movement Count  
Collected By:John Doe  
15 Minute Counts  
DATE,TIME,INTID,NBL,NBT,NBR,SBL,SBT,SBR,EBL,EBT,EBR,WBL,WBT,WBR  
10/30/08,0600,1,5,53,19,14,13,4,55,68,7,51,44,13  
10/30/08,0615,1,5,51,22,16,12,6,54,85,8,84,52,11  
10/30/08,0630,1,4,25,11,18,19,10,45,78,7,50,34,23  
...  
10/30/08,0600,2,5,45,23,22,18,10,66,97,15,64,44,53  
10/30/08,0615,2,4,61,25,14,12,6,55,84,7,83,51,44  
10/30/08,0630,2,4,55,11,18,19,10,45,78,10,66,34,23  
...
```

### Geometry text file format

Trafficware recommends that geometry files be names LANES.CSV. The standard comma delineated lane file and header created by UTDF looks like this:

```
Lane Group Data  
RECORDNAME,INTID,NBL,NBT,NBR,SBL,SBT,SBR,EBL,EBT,EBR,WBL,WBT,WBR  
"Lanes",1,1,2,1,1,2,0,0,1,0,0,1,0  
"Shared",1,,2,,,2,,,3,,,3,  
"Lanes",2,1,2,1,1,2,0,0,1,0,1,1,0  
"Shared",2,0,,,2,,,3,,,1,  
"Width",1,12,12,12,12,12,12,12,12,12,12,12,12  
"Storage",1,150,,,150,,,,,  
"StLanes",1,1,,1,,,,,
```

This file can contain multiple intersections as shown above. Different intersections are indicated by different values of "INTID." The normal columns and fields are shown in the sample file above. The "Lanes" field contains the number of lanes in the lane group. "Shared" contains a flag describing shared lanes and is further discussed below. "Width" includes the lane width for each lane group, in feet. "Storage" contains the length of any turning pockets, in feet. If there is no turning pocket, this field is left

empty. "StLanes" contains the number of turning pocket (storage) lanes. This can be more or less than the number of turning lanes, but if there is a turning pocket this number must be at least 1.

The shared field uses the following values 0,1,2,3 to indicate lanes shared with no turn, left turn, right turn, and both turns, respectively. It should only be filled-in for the primary lane group for each direction. As an example, to indicate lanes of L, LT, T, R use the following:

RECORDNAME	NBL	NBT	NBR
Lanes	1	2	1
Shared		1	

As another example, to indicate lanes of L, T, TR use the following:

RECORDNAME	NBL	NBT	NBR
Lanes	1	2	0
Shared		2	



## 2. JAMAR – Comma Separated Variables (C,S,V)

Start Date,11/1/2006  
Start Time,07:00  
Site Code,00000976  
Street Name,EUCLID STREET--Southbound,,,,LA PALMA AVENUE--Westbound,,,,EUCLID  
STREET--Northbound,,,,LA PALMA AVENUE--Eastbound,,,,  
Start Time,Right ,Thru ,Left ,Peds ,Right ,Thru ,Left ,Peds ,Right ,Thru  
,Left ,Peds ,Right ,Thru ,Left ,Peds ,  
07:00 AM,26,352,40,1,32,78,36,5,27,261,19,4,35,103,53,3  
07:00 AM,0,1,0,0,0,0,0,0,0,0,0,0,0,0,0,0  
07:00 AM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0  
07:15 AM,32,338,34,2,26,141,37,0,19,264,27,0,35,201,53,4  
07:15 AM,0,0,0,0,0,0,0,0,0,1,0,0,0,0,0,0  
07:15 AM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0  
07:30 AM,47,393,32,3,37,120,37,2,37,328,23,2,35,203,55,4  
07:30 AM,0,2,0,0,0,0,0,0,0,0,0,0,0,2,0,0  
07:30 AM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0  
07:45 AM,44,381,38,2,55,149,46,3,37,295,31,2,59,233,38,5  
07:45 AM,0,0,0,0,0,1,0,0,0,0,0,0,0,1,0,0  
07:45 AM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0  
08:00 AM,50,295,26,4,54,118,38,0,44,313,70,3,26,182,83,6  
08:00 AM,0,0,0,0,0,0,0,0,0,0,2,0,0,0,0,0  
08:00 AM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0  
08:15 AM,47,256,46,5,60,109,29,0,32,223,24,5,40,185,42,5  
08:15 AM,0,3,0,0,0,4,0,0,0,0,0,0,0,0,0,0  
08:15 AM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0  
08:30 AM,42,315,44,5,47,97,43,4,56,282,34,4,37,147,44,4  
08:30 AM,0,0,0,0,0,2,0,0,0,0,0,0,0,1,0,0  
08:30 AM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0  
08:45 AM,26,275,51,4,40,106,43,2,44,241,19,2,32,133,29,2  
08:45 AM,0,1,0,0,0,2,0,0,0,2,0,0,0,2,0,0  
  
. . . (data removed from exhibit)  
  
12:00 PM,32,195,37,4,53,118,61,5,28,219,62,4,43,92,60,4  
12:00 PM,0,1,0,0,0,0,0,0,0,2,0,0,0,0,0,0  
12:00 PM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0  
12:15 PM,37,285,49,4,41,77,47,4,37,268,93,0,42,79,43,5  
12:15 PM,0,0,0,0,0,1,0,0,0,0,0,0,0,1,0,0  
12:15 PM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0  
12:30 PM,28,292,47,4,36,110,68,2,30,254,37,4,52,116,31,5  
12:30 PM,0,2,0,0,0,1,0,0,0,2,0,0,0,1,0,0  
12:30 PM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0  
12:45 PM,25,272,54,5,40,98,45,2,23,260,98,5,40,103,27,2  
12:45 PM,0,0,0,0,0,1,0,0,0,2,0,0,0,0,0,0  
12:45 PM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0  
01:00 PM,32,241,48,5,33,99,51,3,35,307,38,2,28,101,31,3

01:00 PM,0,1,0,0,0,0,0,0,0,1,0,0,0,1,0,0  
01:00 PM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0  
01:15 PM,28,305,54,2,30,72,63,2,45,317,32,2,13,61,36,2  
01:15 PM,0,1,0,0,0,2,0,0,0,0,0,0,0,0,0,0  
01:15 PM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0  
01:30 PM,26,271,33,2,48,109,47,2,46,304,35,3,33,99,46,2  
01:30 PM,0,0,0,0,0,1,0,0,0,0,0,0,0,2,0,0  
01:30 PM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0  
01:45 PM,23,295,65,3,46,89,47,1,45,322,48,2,34,97,68,1

. . . (data removed from exhibit)

04:00 PM,39,310,59,4,62,139,53,6,36,358,46,6,28,127,44,4  
04:00 PM,0,1,0,0,0,1,0,0,0,2,0,0,0,1,0,0  
04:00 PM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0  
04:15 PM,38,325,51,4,59,179,64,6,31,316,52,6,33,138,61,5  
04:15 PM,0,2,0,0,0,1,0,0,0,3,0,0,0,1,0,0  
04:15 PM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0  
04:30 PM,49,311,47,5,55,192,52,5,26,353,53,4,39,128,44,6  
04:30 PM,0,0,0,0,0,1,0,0,0,3,0,0,0,1,0,0  
04:30 PM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0  
04:45 PM,23,317,43,6,46,253,76,6,37,316,37,5,27,157,44,2  
04:45 PM,0,3,0,0,0,0,0,0,0,2,0,0,0,0,0,0  
04:45 PM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0  
05:00 PM,48,354,42,5,69,169,60,6,34,365,65,3,23,119,45,3  
05:00 PM,0,2,0,0,0,1,0,0,0,0,0,0,0,1,0,0  
05:00 PM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0  
05:15 PM,40,298,45,2,51,220,77,3,43,326,48,2,40,160,54,9  
05:15 PM,0,0,0,0,0,0,0,0,0,0,0,0,0,1,0,0  
05:15 PM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0  
05:30 PM,54,317,52,2,60,175,59,3,30,340,69,3,25,143,39,6  
05:30 PM,0,2,0,0,0,2,0,0,0,0,0,0,0,0,0,0  
05:30 PM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0  
05:45 PM,56,281,46,3,91,202,57,3,34,324,57,2,21,167,46,8  
05:45 PM,0,1,0,0,0,1,0,0,0,0,0,0,0,0,0,0  
05:45 PM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0

## ICU PROGRAM Definitions

The following describes the files needed to run the ICU program:

1. The intersection counts: The format of this file is as follows:

### Peak Hour Count

Intersection ID Number: NBL NBT NBR SBL SBT SBR EBL EBT EBR WBL WBT WBR

The AM and PM peak hour counts should be in a separate file

2. The Lane Geometry file: The attached sheet shows the format of this file, the following intersection geometry information is needed for each intersection:

- Inter ID: An Intersection ID number which matches to the ID number in the count file
- YEAR: The year that county was takes at.
- STNS: North-South direction Street name.
- STEW: East-West direction street name.
- JURIS: Location Jurisdiction
- MAPNO: Thomas Brother page number and location of each intersection.
- RNXX<sup>1</sup>: Number of lanes in each XX movement
- Factor: Lost time factor to add time for yellow light; usually 0.05.
- Split: IS there an "split phase" at the signal, does left and through green light happen at the same time (both for NS and EW), (Y/N)
- FREEdd<sup>2</sup>: Is the right turn allowed only at the red signal for each dd direction? (Y/N)
- RESdd<sup>2</sup>: Is right turn allowed only at the green light for each dd direction? (Y/N)
- VLAPdd<sup>2</sup>: Is there green light right turn while through movement light is red for each dd direction? (Y/N)

---

<sup>1</sup>XX: NL,NT,NR,SL,ST,EL,ET,ER,WL,WT,WR

<sup>2</sup>dd: NR,SR,ER,WR

**Sample: ASCII FORMAT (FIXED FORMAT)**

```
&INTER ID='1', YEAR='1998', STNS='NEWPORT', STEW='VICTORIA',
JURIS='COSTA MESA', MAPNO='828-E7',
RNNL=0.00, RNNT=0.00, RNNR=0.00,
RNSL=1.00, RNST=3.00, RNSR=1.00,
RNEL=0.00, RNET=3.00, RNER=0.00,
RNWL=1.00, RNWT=1.00, RNWR=0.00,
FACTOR=0.05, SPLITNS='N', FREEER='N', FREEWR='N',
RESNR='N', RESSR='Y', RESER='N', RESWR='N',
VLAPNR='N', VLAPSR='N', VLAPER='N', VLAPWR='N',
& END
```

**Sample: INTERSECTION COUNT FILE (SPACE DELIMITED)**

	N			S			E			W		
	L	T	R	L	T	R	L	T	R	L	T	R
1	20	240	210	63	611	11	14	897	184	156	347	18
2	80	2140	8210	163	6111	911	114	8917	9184	1516	3427	918

PEDESTRIAN/BIKEWAY COUNT LOCATIONS								
#	Location	City	Bikeway Class				Instructions	
			I		II	III		None
			River	Trail				
1	SART/1st St	Santa Ana	X				High detail. Count 2-directions just south of 1st on east bank.	
2	Coyote Creek/Wardlow-Ball Rd	Los Alamitos	X				Count 2-directions just south of Ball Rd on east bank.	
3	SCE Trail/Stonybrook Dr	Anaheim		X			Count 4-directions at street/trail crossing just west of Sherrill St.	
4	El Cajon Trail/Prospect Ave	Yorba Linda		X			Count 2-directions just east of Prospect Avenue on trail.	
5	Walnut Trail/Yale	Irvine		X			Count 2-directions just west of Yale Avenue on trail.	
6	Edwards St/Warner Ave	Huntington Beach		X			High detail. Count 4-directions at intersection.	
7	Portola Pkwy/Tustin Ranch Rd	Tustin			X		Count 4-directions at intersection, trail is 4th leg on west. Expect school traffic.	
8	Moulton Parkway/Oso Parkway	Laguna Hills			X		Count 4-directions at intersection.	
9	Edinger Ave/Bushard St	Westminster/Ftn Valley			X		Count 4-directions at intersection.	
10	Broadway/Elder St	Anaheim			X		Count 4-directions at intersection.	
11	Wilshire Ave/Lincoln Ave	Fullerton				X	High detail. Count 4-directions at intersection.	
12	East Coast Hwy/Poppy	Newport Beach				X	Count 4-directions at intersection.	
13	Calle Seville/Avenida Del Mar	San Clemente				X	Count 4-directions at intersection.	
14	Beach Blvd/Katella Ave	Stanton				X	Count 4-directions at intersection.	
15	El Toro Rd/Muirlands Rd	Lake Forest				X	Count 4-directions at intersection.	
16	Harbor Blvd/Westminster Ave	Santa Ana				X	Count 4-directions at intersection.	
17	Magnolia St/La Palma Ave	Anaheim				X	Count 4-directions at intersection.	
18	4th St/Main St	Santa Ana				X	Count 4-directions at intersection.	
19	Prospect Ave/Chapman Ave	Orange				X	High detail. Count 4-directions at intersection.	
20	Camino Capistrano/Del Obispo St	San Juan Capistrano				X	High detail. Count 4-directions at intersection.	
<b>COLLECT COUNT DATA FOR FOLLOWING CATEGORIES</b>								
1	Travel Mode: 1 - Bike, 2 - Walk, 3- Wheelchair/Mobility Device, 4 - Skateboard/Scooter/Skates							
2	Volume by mode by direction.							
3	Identify gender (male/female)							
4	Identify if bicyclist is wearing helmet (yes/no)							
5	Identify if youth (16 yrs and under), Adult (16-65), Senior (65+)							
6	Identify when bicyclists are riding on sidewalk (yes/no)							
7	Identify when bicyclists are riding wrong way (on sidewalk or roadway)							
8	Travel purpose: commute (school/work), recreation, utility (other/unknown)							
<b>STUDY PERIODS</b>								
1	Tuesday, Wednesday, or Thursday 24-hours, collect data in 15-min increments							
2	Saturday 24-hours, collect data in 15-min increments							

Vendor Name  
 =====

Data Type:  
 Date:  
 Street/Path:  
 Direction from Nearest Crossing  
 Jurisdiction:  
 Location ID:  
 JobNum:  
 Comments:

Start Time	North/Westbound											South/Eastbound											
	Female	Sidewalk	Contraflow	Youth (18 Under)	No Helmet	Bike	Electric Bike	Scooter	Skate Board	Other Mobility Device	Interval Total	Female	Sidewalk	Contraflow	Youth (18 Under)	No Helmet	Bike	Electric Bike	Scooter	Skate Board	Other Mobility Device	Interval Total	
6:00 AM																							
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Day Total  
 ADT

AM Peak  
 Volume

PM Peak  
 Volume

Intersection Count List

ID	Intersection/Interchange
1	Main Street/SR-91 WB Ramps
2	Lincoln Avenue/SR-91 WB Ramps
3	Maple Street/SR-91 WB Off-Ramp
4	Auto Center Drive/SR-91 WB Ramps
5	Green River Road/SR-91 WB Ramps
6	Gypsum Canyon Road/SR-91 WB Ramps
7	Yorba Linda Boulevard-Weir Canyon Road/SR-91 WB Ramps
8	Imperial Highway/SR-91 WB Ramps
9	Lakeview Avenue/SR-91 WB Ramps
10	Tustin Avenue/SR-91 WB Ramps
11	Kraemer Boulevard/SR-91 WB Ramps
12	State College Boulevard/SR-91 WB Ramps
13	Raymond Avenue/SR-91 WB Ramps
14	Lemon Street/SR-91 WB Off-Ramp
15	Harbor Boulevard/SR-91 WB On-Ramp
16	Euclid Street/SR-91 WB Ramps
17	Brookhurst Street/SR-91 WB Ramps
18	Magnolia Avenue/SR-91 WB Ramps*
19	Beach Boulevard/SR-91 WB Ramps
20	Knott Avenue/SR-91 WB Ramps
21	Valley View Street/SR-91 WB Off-Ramp
22	Orangethorpe Avenue/SR-91 WB On-Ramp
23	Carmenita Road/SR-91 WB Off-Ramp
24	183rd Street/SR-91 WB On-Ramps
25	Artesia Boulevard/SR-91 WB Ramps
26	Bloomfield Avenue/SR-91 WB On-Ramps
27	Norwalk Boulevard/SR-91 WB Ramps
28	Pioneer Boulevard/SR-91 WB Ramps
29	Studebaker Road/SR-91 WB Off-Ramp
30	Studebaker Road/SR-91 EB On-Ramp
31	Pioneer Boulevard/SR-91 EB Ramps
32	Norwalk Boulevard/SR-91 EB Ramps
33	Bloomfield Avenue/SR-91 EB Off-Ramp
34	Park Plaza Drive/SR-91 EB Ramps
35	Carmenita Road//SR-91 EB Off-Ramp
36	Orangethorpe Avenue/SR-91 EB Ramps
37	Valley View Street/SR-91 EB On-Ramps
38	Knott Avenue/SR-91 EB Ramps
39	Beach Boulevard/SR-91 EB Ramps
40	Buckingham Street/SR-91 EB On-Ramp
41	Brookhurst Street/SR-91 EB Ramps
42	Euclid Street/SR-91 EB Ramps
43	Harbor Boulevard/SR-91 EB Off-Ramp
44	Lemon Street/SR-91 EB On-Ramp
45	East Street/SR-91 EB Ramps
46	State College Boulevard/SR-91 EB Ramps
47	Glassell Street/SR-91 EB Ramps
48	Tustin Avenue/SR-91 EB Ramps
49	Lakeview Avenue/SR-91 EB Ramps
50	Imperial Highway/SR-91 EB Ramps
51	Weir Canyon Road/SR-91 EB Ramps
52	Gypsum Canyon Road/SR-91 EB Ramps
53	Green River Road/SR-91 EB Ramps
54	Serfas Club Drive/SR-91 EB Ramps
55	Maple Street/SR-91 EB Off-Ramp-SR-91 WB On-Ramp
56	6th Street/SR-91 EB On-Ramp
57	2nd Street/SR-91 EB Ramps
58	Main Street/SR-91 EB Ramps

\* - include volumes to park 'n ride lot

**EXHIBIT B: PRICE SUMMARY SHEET**

**PRICE SUMMARY SHEET**

**REQUEST FOR PROPOSALS (RFP) 2-2839**

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

<b>Tasks</b>	<b>Description</b>	<b>Firm-Fixed Price</b>
1	Project Management	\$
2	Turning Movement Count Data Collection	\$
3	Quality Control	\$
4	Turning Movement Count Data Compilation and Analysis	\$
5	48-Hour Pedestrian/Bicycle Counts/e-Scooter	\$
6	24-Hour Mid-Block ADT Counts	\$
7	Supplemental Intersection Counts	\$
8	Supplemental Travel Time Runs	\$
9	24-Hour Freeway Mainline Counts	\$
	<b>TOTAL</b>	<b>\$</b>

**FIRM ACKNOWLEDGMENT:**

**The undersigned, upon acceptance, agrees to provide the service in accordance with the terms, conditions, and requirements as contained in RFP 2-2839 and the supporting documents for all prices proposed.**

1. I acknowledge receipt of RFP 2-2839 and Addenda \_\_\_\_\_
2. This offer shall remain firm for \_\_\_\_\_ from the date of the proposal.  
(Minimum of 120 days)

Please type in your Firm's information below:

COMPANY NAME

---

FULL ADDRESS

---

TELEPHONE NO

---

EMAIL ADDRESS

---

SIGNATURE OF PERSON  
AUTHORIZED TO BIND OFFEROR

---

NAME AND TITLE

---

DATE SIGNED

---

**EXHIBIT C: PROPOSED AGREEMENT**

1 **PROPOSED AGREEMENT NO. C-2-2839**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 \_\_\_\_\_  
6 **THIS AGREEMENT** is effective this \_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective  
7 Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box  
8 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred  
9 to as "AUTHORITY"), and \_\_\_\_\_ (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to provide traffic data  
12 collection update for the 2023 Congestion Management Program; and

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

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

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

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

19 **ARTICLE 1. COMPLETE AGREEMENT**

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

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

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 C. No person named in paragraph B of this Article, or his/her successor approved by  
21 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or  
22 level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should  
23 the services of any key person become no longer available to CONSULTANT, the resume and  
24 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as  
25 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key  
26 person, unless CONSULTANT is not provided with such notice by the departing employee. AUTHORITY

1 shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications  
 2 concerning acceptance of the candidate for replacement.

3 **ARTICLE 4. TERM OF AGREEMENT**

4 This Agreement shall commence upon execution by both parties, and shall continue in full force  
 5 and effect through December 31, 2023, unless earlier terminated or extended as provided in this  
 6 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 firm-fixed price basis in accordance with the following provisions.

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

<u>Tasks</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Project Management	.00
2	Turning Movement & Count Data Collection	.00
3	Quality Control	.00
4	Turning Movement Count Data Compilation & Analysis	.00
5	48-Hour Pedestrian/Bicycle-Counts/e-Scooter	.00
6	24-Hour Mid-Block ADT Counts	.00
7	Supplemental Intersection Counts	.00
8	Supplemental Travel Time Runs	.00
9	24-Hour Freeway Mainline Count	<u>.00</u>
<b>TOTAL FIRM FIXED PRICE PAYMENT</b>		<b><u>.00</u></b>

26 /

EXHIBIT C

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

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

21 E. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in  
22 duplicate to AUTHORITY's Accounts Payable office. CONSULTANT may also submit invoices  
23 electronically to AUTHORITY's Accounts Payable Department at [vendorinvoices@octa.net](mailto:vendorinvoices@octa.net). Each invoice  
24 shall be accompanied by the monthly progress report specified in paragraph 0 of this Article.  
25 AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each  
26 invoice. Each invoice shall include the following information:

- 1           1. Agreement No. C-2-2839;
- 2           2. Specify the task number for which payment is being requested;
- 3           3. The time period covered by the invoice;
- 4           4. Total monthly invoice (including project-to-date cumulative invoice amount); and retention;
- 5           5. Monthly Progress Report;
- 6           6. Certification signed by the CONSULTANT or his/her designated alternate that a) The
- 7 invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
- 8 information included with the invoice is true, complete and correct in all material respects; c) All payments
- 9 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
- 10 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
- 11 invoice does not include any amount which CONSULTANT intends to withhold or retain from a
- 12 subcontractor or supplier unless so identified on the invoice.
- 13           7. Any other information as agreed or requested by AUTHORITY to substantiate the validity
- 14 of an invoice.

15 **ARTICLE 6. MAXIMUM OBLIGATION**

16           Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and

17 CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including

18 obligation for CONSULTANT's profit) shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_) which

19 shall include all amounts payable to CONSULTANT for its subcontracts, leases, materials and costs

20 arising from, or due to termination of, this Agreement.

21 **ARTICLE 7. NOTICES**

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

23 Agreement, or changes thereto, shall be affected by delivery of said notices in person or by depositing

24 said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and

25 addressed as follows:

26 /

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Yarida Guzman

Title:

Title: Senior Contract Administrator

Phone:

Phone: (714) 560 - 5077

Email:

Email: yguzman@octa.net

**ARTICLE 8. INDEPENDENT CONTRACTOR**

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

B. Should CONSULTANT's personnel or a state or federal agency allege claims against AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or allegations involving any other independent contractor misclassification issues, CONSULTANT shall defend and indemnify AUTHORITY in relation to any allegations made.

**ARTICLE 9. INSURANCE**

A. CONSULTANT shall procure and maintain insurance coverage in full force and effect during the entire term of the 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 per occurrence, \$2,000,000 general aggregate and \$2,000,000  
3 Products/Completed Operations aggregate;

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

6 3. Workers' Compensation with limits as required by the State of California including  
7 a Waiver of Subrogation in favor of AUTHORITY, its officers, directors, and employees;

8 4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000  
9 policy limit-disease, and \$1,000,000 policy limit employee-disease;

10 B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy  
11 blanket additional insured endorsement, designating the AUTHORITY, its officers, directors and  
12 employees as additional insureds on general liability and automobile liability, as required by Agreement.  
13 Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the  
14 effective date of the Agreement and prior to commencement of any work. Such insurance shall be  
15 primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.  
16 Furthermore, AUTHORITY reserves the right to request certified copies or review all related insurance  
17 policies, in response to a related loss.

18 C. CONSULTANT shall include on the face of the certificate of insurance the Agreement  
19 Number C-2-2839 and, the Senior Contract Administrator's Name, Yarida Guzman.

20 D. CONSULTANT shall also include in each subcontract, the stipulation that subconsultants shall  
21 maintain insurance coverage in the amounts required of CONSULTANT as provided in the Agreement.  
22 Subconsultants will be required to include AUTHORITY as additional insureds on the Commercial  
23 General Liability, and Auto Liability insurance policies.

24 E. Insurer must provide AUTHORITY with at least thirty (30) days' prior notice of cancellation or  
25 material modification of coverage, and ten (10) days' prior notice for non-payment of premium.

26 /

1 **ARTICLE 10. ORDER OF PRECEDENCE**

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

- 3 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 2-2839;  
4 (3) CONSULTANT's proposal dated \_\_\_\_\_; (4) all other documents, if any, cited herein or  
5 incorporated by reference.

6 **ARTICLE 11. CHANGES**

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

15 **ARTICLE 12. DISPUTES**

16 A. Except as otherwise provided in this Agreement, when a dispute arises between  
17 CONSULTANT and AUTHORITY, the project managers shall meet to resolve the issue. If project  
18 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts  
19 Administration and Materials Management (CAMM), who shall reduce the decision to writing and mail or  
20 otherwise furnish a copy thereof to CONSULTANT. The decision of the Director, CAMM, shall be the  
21 final and conclusive administrative decision.

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

1 **ARTICLE 13. TERMINATION**

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

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

17 **ARTICLE 14. INDEMNIFICATION**

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

24 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

25 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by  
26 CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be

EXHIBIT C

1 subcontracted by CONSULTANT, without the prior written consent of AUTHORITY. Consent by  
2 AUTHORITY shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms  
3 and conditions of this Agreement.

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

10 **Subcontractor Name/Addresses**

**Subcontractor Amounts**

11 .00  
12 .00  
13 .00

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

15 CONSULTANT shall provide AUTHORITY, or other agents of AUTHORITY, such access to  
16 CONSULTANT's accounting books, records, payroll documents and facilities, as AUTHORITY deems  
17 necessary. CONSULTANT shall maintain such books, records, data and documents in accordance  
18 with generally accepted accounting principles and shall clearly identify and make such items readily  
19 accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4)  
20 years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records  
21 directly related to this Agreement shall also extend to all first-tier subcontractors identified in 0 of this  
22 Agreement. CONSULTANT shall permit any of the foregoing parties to reproduce documents by any  
23 means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

24 **ARTICLE 17. CONFLICT OF INTEREST**

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

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

7 **ARTICLE 18. CODE OF CONDUCT**

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

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

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

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

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

20 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

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

1 forms of compensation; and selection for training, including apprenticeship.

2 **ARTICLE 22. PROHIBITED INTERESTS**

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

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

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

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

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

**ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

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

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

**ARTICLE 25. FINISHED AND PRELIMINARY DATA**

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

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

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

12 **ARTICLE 26. FORCE MAJEURE**

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

20 **ARTICLE 27. HEALTH AND SAFETY REQUIREMENT**

21 CONSULTANT shall comply with all the requirements set forth in Exhibit \_\_, Level 1 Safety  
22 Specifications.

23 /

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**EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM**

**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.

<b>Project city/agency/other:</b>	
<b>Contact Name:</b>	<b>Phone:</b>
<b>Project Award Date:</b>	<b>Original Contract Value:</b>
<b>Term of Contract:</b>	
<b>(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:</b>	
<b>(2) Summary and Status of contract:</b>	
<b>(3) Summary and Status of action identified in (1):</b>	
<b>(4) Reason for termination, if applicable:</b>	

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

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**EXHIBIT E: 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 the course of this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of public and workers.

#### G. INJURY AND ILLNESS PREVENTION PLAN

The Contractor shall submit to the Authority, a copy of their company Injury and Illness Prevention Plan (IIPP) in accordance with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors.

- H. 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.

## 1.2 HEAT ILLNESS PREVENTION PROGRAM

- A. Contractor shall provide a copy of their company Heat Illness Prevention Program in accordance with CCR Title 8, Section 3395, Heat Illness Prevention.

## 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.
- C. 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.

## 1.4 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 an 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 OCTA.

#### 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 Construction Management Procedures Manual
- E. OCTA Yard Safety Rules

END OF SECTION

**EXHIBIT F: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

**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 C). 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:

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Rationale for Requesting Deviation or Exception:

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Area Below Reserved for Authority Use Only:
