

**REQUEST FOR PROPOSALS (RFP) 3-1751**

**CONSULTANT SERVICES FOR  
CORRIDOR STUDY FOR THE PACIFIC  
COAST HIGHWAY BETWEEN AVENIDA  
PICO AND LOS ANGELES COUNTY LINE**



**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>June 10, 2013</b>
<b>Pre-Proposal Conference Date:</b>	<b>June 19, 2013</b>
<b>Question Submittal Date:</b>	<b>June 21, 2013</b>
<b>Proposal Submittal Date:</b>	<b>July 8, 2013</b>
<b>Interview Date:</b>	<b>August 1, 2013</b>

## **TABLE OF CONTENTS**

<b>SECTION I: INSTRUCTIONS TO OFFERORS .....</b>	<b>1</b>
<b>SECTION II: PROPOSAL CONTENT .....</b>	<b>8</b>
<b>SECTION III: EVALUATION AND AWARD .....</b>	<b>14</b>
<b>EXHIBIT A: SCOPE OF WORK .....</b>	<b>18</b>
<b>EXHIBIT B: PROPOSED AGREEMENT .....</b>	<b>19</b>
<b>EXHIBIT C: FORMS .....</b>	<b>20</b>
<b>EXHIBIT D: SAFETY SPECIFICATIONS .....</b>	<b>31</b>



June 10, 2013

**NOTICE OF REQUEST FOR PROPOSALS**

**(RFP): 3-1751: "CONSULTANT SERVICES FOR CORRIDOR STUDY FOR THE PACIFIC COAST HIGHWAY BETWEEN AVENIDA PICO AND LOS ANGELES COUNTY LINE "**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to conduct a corridor study along the Pacific Coast Highway (PCH) between Avenida Pico in Orange County and the Los Angeles County Line.

Authority intends to award a single contract as a result of this procurement.

Offeror(s) are advised that this solicitation is subject to some prohibitions, as listed in Paragraph O of Section I of this RFP.

Offeror(s) are requested to disclose any and all current contracts with the cities, including the City of Costa Mesa, having jurisdiction over this project.

**Proposals must be received in the Authority's office at or before 2:00 p.m. on July 8, 2013.**

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

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

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

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

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

Firms interested in obtaining a copy of this Request For Proposals (RFP) may do so by downloading the RFP from CAMM NET at [www.octa.net/cammnet](http://www.octa.net/cammnet).

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET.

To receive all further information regarding this RFP 3-1751, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Professional Consulting

Professional Services

Commodity:

Architectural & Engineering  
Design Consulting  
Consultant Services - General  
Consultant Services -  
Transportation Planning  
Feasibility Studies (Consulting)  
Traffic Planning Consulting  
Environmental Consulting  
Engineering - Civil  
Engineering - Environmental  
Engineering - General  
Engineering - Traffic  
Engineering - Right of Way

A pre-proposal conference will be held on June 19, 2013, at 3:00 p.m., at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 154. All prospective Offerors are encouraged to attend the pre-proposal conference.

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

The Authority has established August 1, 2013, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

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

**SECTION I: INSTRUCTIONS TO OFFERORS**

**SECTION I. INSTRUCTIONS TO OFFERORS**

**A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on June 19, 2013, at 3:00 p.m. the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 154. All prospective Offerors are encouraged to attend the pre-proposal conference.

**B. EXAMINATION OF PROPOSAL DOCUMENTS**

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

**C. ADDENDA**

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

**D. AUTHORITY CONTACT**

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

Reem Hashem, Principal Contract Administrator  
Contracts Administration and Materials Management Department  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584  
Phone: 714.560.5446, Fax: 714.560.5792  
Email: rhashem@octa.net

## **E. CLARIFICATIONS**

### **1. Examination of Documents**

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

### **2. Submitting Requests**

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on June 21, 2013.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
  - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
  - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, 4<sup>th</sup> Floor, Orange, California 92868.
  - (3) Facsimile: (714) 560-5792.
  - (4) Email: rhashem@octa.net

### **3. Authority Responses**

Responses from the Authority will be posted on CAMM NET, no later than June 26, 2013. Offerors may download responses from CAMM NET at [www.octa.net/cammnet](http://www.octa.net/cammnet), or request responses be sent via U.S. Mail by emailing or faxing the request to Reem Hashem, Principal Contract Administrator.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subconsultants must be registered on CAMM



NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Professional Consulting

Professional Services

Commodity:

Architectural & Engineering  
Design Consulting  
Consultant Services - General  
Consultant Services -  
Transportation Planning  
Feasibility Studies (Consulting)  
Traffic Planning Consulting  
Environmental Consulting  
Engineering - Civil  
Engineering - Environmental  
Engineering - General  
Engineering - Traffic  
Engineering - Right of Way

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

**F. SUBMISSION OF PROPOSALS**

**1. Date and Time**

Proposals must be received in the Authority's office at or before 2:00 p.m. on July 8, 2013.

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

**2. Address**

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

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

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management (Camm)  
P.O. Box 14184  
Orange, California 92863-1584  
Attention: Reem Hashem, Principal Contract Administrator**

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

### **3. Identification of Proposals**

Offeror shall submit an **original and eight (8) copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number.

### **4. Acceptance of Proposals**

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

## **G. PRE-CONTRACTUAL EXPENSES**

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

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

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

**H. JOINT OFFERS**

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

**I. TAXES**

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes.

**J. PROTEST PROCEDURES**

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

**K. CONTRACT TYPE**

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

**L. CONFLICT OF INTEREST**

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

**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. PROHIBITION**

The following restrictions apply to this procurement:

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

Firms having an exclusive contract for professional services to represent the interests of any of the corridor cities within the study area will also be evaluated on a case-by-case basis.

Furthermore, the firm, including all subconsultants (at any tier), awarded this contract for professional services are prohibited, for the duration of this project, from submitting a bid or proposal for similar work with any of the corridor cities.

**SECTION II: PROPOSAL CONTENT**

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

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

**2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Reem Hashem, Principal Contract Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, whether the firm is a Disadvantaged Business Enterprise (DBE), contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

### 3. Technical Proposal

#### a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

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

#### b. Proposed Staffing and Project Organization

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

Offeror to:

- (1) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Indicate adequacy of labor resources utilizing a table projecting the resource allocation to the project by individual task.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

Offeror should provide a narrative, which addresses the Scope of Work, and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.



- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

**d. Exceptions/Deviations**

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

**4. Cost and Price Proposal**

Offerors are asked to submit only the technical qualifications as requested in the RFP. No cost proposal or work hours are to be included in this phase of the RFP process. Upon completion of the initial evaluations and interviews, if conducted, the highest ranked Offeror will be asked to submit a detailed cost proposal and negotiations will commence based on both the cost and technical proposals.

**5. Appendices**

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

**B. FORMS**

**1. Party and Participant Disclosure Forms**

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

Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal and it should be included in only the **original** proposal. The prime consultant and subcontractors must complete the form entitled "Party Disclosure Form". The form entitled "Participant Disclosure Form" must be completed by lobbyists or agents representing the prime consultant. Therefore, the prime consultant, subcontractors and agents will be required to report all campaign contributions from the proposal submittal date up and until the Board of Directors makes a selection, which is currently scheduled for September 23, 2013 .

**2. Status of Past and Present Contracts Form**

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

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

**SECTION III: EVALUATION AND AWARD**

### **SECTION III. EVALUATION AND AWARD**

#### **A. EVALUATION CRITERIA**

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

- 1. Qualifications of the Firm 25%**  
Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 40%**  
Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
- 3. Work Plan 35%**  
Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.

#### **B. EVALUATION PROCEDURE**

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established August 1, 2013, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from

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

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

**C. AWARD**

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

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

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

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

**E. NOTIFICATION OF AWARD AND DEBRIEFING**

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

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and

the Authority must receive it within seven (7) business days of notification of the contract award.

**EXHIBIT A: SCOPE OF WORK**

**SCOPE OF WORK  
PACIFIC COAST HIGHWAY/ STATE ROUTE 1  
CORRIDOR STUDY**

**1. OBJECTIVE**

The Orange County Transportation Authority (OCTA) in cooperation with the cities of Dana Point, Huntington Beach, Laguna Beach, Newport Beach, San Clemente, and Seal Beach (Coastal Cities), the County of Orange (County), and the California Department of Transportation (Caltrans) are seeking proposals from qualified firms to conduct a corridor study focusing on Pacific Coast Highway (PCH/SR-1)/State Route 1 (SR-1) from Avenida Pico (in San Clemente) to the Los Angeles County Line.

The PCH/SR-1 Corridor Study (Study) will identify a broad range of multi-modal transportation opportunities and improvements for enhancing regional mobility along this important coastal route. Some preliminary improvement considerations will likely include, but not be limited to:

- improving regional traffic flow efficiency;
- modernization and coordination of traffic signal systems;
- relocation of targeted on-street parking, where it is most prudent, and enhances traffic flow;
- enhanced safety features for transit users, pedestrians and bicyclists;
- improved access and facilities for non-vehicular facility users;
- enhanced bus movement and amenities; as well as
- enhancements to the scenic nature of PCH/SR-1 Corridor, to the extent possible

The objective of this Study is to identify a range of potential transportation improvements through a corridor planning process, and then to refine those alternatives so they can be carried forward into subsequent project development and selection processes. This study will determine baseline transportation system performance, define the regional mobility problem, develop a Purpose and Need statement, and develop a set of “viable” conceptual alternatives for future project development processes.

OCTA is seeking a Consultant team with a full-range of professional and technical skills required to fulfill and effectively integrate the tasks outlined in this scope of work (SOW). The selected Consultant team shall have a demonstrated understanding of Orange County transportation infrastructure, multimodal, and coastal issues that affect mobility within the PCH/SR-1 corridor.



## **2. BACKGROUND**

PCH/SR-1 provides access to and between coastal jurisdictions in Orange County. It is also a major connection to Los Angeles County. PCH/SR-1 is a nationally known scenic highway and portions of it have Class I and II bicycle facilities in place. It is used by commuters, recreational users, local traffic, and inter-regional travelers. It is also a parallel north/south route complementing State Route 73 (SR-73), Interstate 405 (I-405), and Interstate 5 (I-5).

Depending on the location, truck traffic in the Corridor can be as high as 9%. PCH/SR-1 is particularly congested at or near recreational and tourist areas during weekends, such as during the summer tourist season. Portions of PCH/SR-1 have been relinquished from the State of California (State) in the cities of Dana Point and Newport Beach.

## **3. SCOPE OF WORK**

### **Task 1.0: Project Management/Coordination/Administration**

The objective of this task is to coordinate and track project schedule, all deliverables and milestones, and to manage critical path activities that must be completed in order to adhere to the project schedule and support successful project completion.

#### **1.1 Project Staffing**

The Consultant Project Manager (CPM) shall be responsible for the overall daily management of the project for the Consultant Team—including sub-Consultants (if applicable). The Consultant and sub-Consultant staff identified in the proposal shall commit their time to the project as proposed in the Request for Proposals.

The CPM shall ensure timely and integrated production of all study work tasks and products. The CPM is expected to make presentations concerning project status and schedule to advisory groups, other parties, and elected officials as may be necessary. The CPM may be removed and replaced only with the written consent of the OCTA Project Manager (OCTA PM). Due to the importance of consistent project management to the timely completion of this project, OCTA will consider the unauthorized removal of the CPM as grounds for termination of the contract. OCTA reserves the right to require the Consultant to remove and/or replace the CPM or any member of the Consultant/sub-Consultant team from the project for cause.

## 1.2 Project Management

All work shall be completed within eighteen months after issuance of Notice-to-Proceed (NTP). Upon receipt of NTP, the CPM shall prepare a Project Management Plan (PMP) including a detailed project schedule and budget; including all of the tasks described in this SOW. The project schedule shall include all activities (by work task, whether performed by the Consultant team or by others), start dates, activity durations, product submittal dates, relationships amongst work tasks (including critical path items), as well as float time. The schedule shall account for interface with, and review by OCTA, Coastal Cities, the County, Caltrans, and other stakeholders, as appropriate. The project budget and schedule will be reviewed and approved by the OCTA PM and shall be regarded as the baseline against which project status and progress will be measured and reported. The CPM shall prepare a detailed flow chart for the project, including subtasks as appropriate. The CPM shall be responsible for timely transmittal of data and information to all sub-consultants, so that sub-consultants are able to maintain the project schedule.

The CPM shall communicate and coordinate in a timely manner all work and progress on the project with the OCTA PM. Coordination and administration for the project shall include, but not be limited to the following:

- Monthly progress reports prepared by the CPM and submitted to the OCTA PM. These progress reports shall be included with each monthly invoice. Progress reports shall include the status of work and budget by task; significant accomplishments; problems encountered; anticipated potential solutions; decisions to be made by OCTA and/or other appropriate participating agencies; project schedule updates as needed; as well as work planned for the next month (by task and responsible party).
- Monthly invoices prepared by the CPM and submitted to the OCTA PM for approval, shall be prepared to provide a summary of project budget activity-to-date, and show costs against each major task, and/or subtask as appropriate.
- Project schedule prepared by the CPM and submitted to the OCTA PM for approval. The project schedule will be updated periodically as required.
- Internal monthly project meetings, between the CPM and OCTA PM in order to review project status and progress, receive appropriate technical input, and resolve key issues, and potential problems. For budgeting purposes assume eighteen (18) internal monthly project meetings.
- Meeting minutes shall be prepared by the CPM for review and concurrence of the OCTA PM within five working days of internal monthly project meetings and Technical Working Group (TWG) meetings. Minutes shall include a summary of key discussions, identification of appropriate action plans for resolution of

potential issues, as well as identification of outstanding issues that may need to be resolved, and by which party.

- The CPM shall develop a document control system to manage the following project documents and others as may be required:
  - Primary and secondary data sources
  - Contract and financial control documents
  - Correspondence
  - Memoranda
  - Study documents
  - Technical memoranda
  - Working papers
  - Draft and final reports
  - Review comments on products
  - Computer-based information
  - Graphics
  - Handouts, etc.
  - Mapping
  - Meeting Minutes
  - Photographs
  - Miscellaneous materials, etc.

The CPM shall consolidate all of the above tasks into a PMP to be submitted for review and approval by the OCTA PM. The PMP shall be considered a continuing document and will be updated for review and approval as required.

### 1.3 Coordination with Other Agencies

OCTA staff will have primary responsibility for interagency coordination. The Consultant team shall assist in interagency coordination through active management/participation in TWG meetings, as well as additional one-on-one meetings with agency stakeholders, as may be appropriate. Meetings shall be held at key project milestones, with review copies of study documents distributed at least **one week** prior to each meeting.

The Consultant shall hold a kick off meeting within thirty (30) days of issuance of NTP. The Consultant shall coordinate with the OCTA PM to develop the list of attendees, but the meeting should include, at a minimum, those agencies that will be part of the TWG. The kick off meeting will serve to coordinate the initiation of the project with major stakeholders, to share with the stakeholders the process through which the Consultant will evaluate mobility problems within the Corridor, develop a statement of Purpose and Need, consider and evaluate potential improvement options, and the process by which public agency input will be sought. This meeting

also provides the opportunity to coordinate with relevant agencies for data collection purposes, and to identify data needs, as well as points of contact.

Thereafter, TWG meetings will be conducted on a monthly basis and shall be used as a venue for organizing, communicating, and developing consensus amongst Coastal Cities, the County, Caltrans, and other appropriate project stakeholders.

In addition to monthly TWG meetings, the Consultant team shall meet with individual cities, the County, Caltrans, and other potential stakeholder agencies on a one-on-one basis as may be required. The Consultant shall participate in these meetings, and shall provide meeting minutes summarizing discussion highlights, follow-up actions, as well as providing any documentation and/or materials which may be required. **Note:** For budgeting purposes assume up to twenty (20) TWG meetings, as well as an additional ten (10) one on one meetings with stakeholder agencies. The additional ten meetings can consist of one on one meetings with stakeholders, stakeholder staff, or city council presentations.

### **Task 1.0 Deliverables**

- Project Management Plan (one reproducible master)
- Monthly progress reports (one reproducible master)
- Attendance/administration of monthly Internal project management meetings, TWG meetings, and other inter-governmental meetings as appropriate
- Project Schedule (one reproducible master-updated monthly)
- Provision of meeting materials and meeting minutes for all project related meetings. Minutes should be provided within one week of meetings
- Graphics and presentation aids required for all meetings
- Technical memoranda and reports shall also be provided in electronic form (MS Word format)
- All electronic data produced for this task shall be provided on CD

### **Task 2.0 Pre-Scoping**

The objective of this task is to gather all appropriate technical and supporting data, which will be used to inform and shape subsequent study processes.

#### **Task 2.1 Data Collection**

The Consultant shall request, review, and synthesize existing local, regional and state planning documents pertaining to the study area from all relevant agencies for all transportation modes. In addition to reviewing completed studies and projects, the Consultant shall review relevant studies and projects planned or already underway within the study area, and identify any gaps in transportation planning.

The Consultant shall also coordinate with Los Angeles County METRO, the City of Long Beach, Caltrans District 7, and Long Beach Transit to identify jurisdictional

transportation related issues and concerns, and also obtain relevant studies from immediately adjacent study areas and jurisdictions.

Additionally, the TWG shall determine the study area intersections that will need to be analyzed as part of the Study. Along with performing the intersection analysis, the Consultant shall be responsible for collecting bike and pedestrian counts, as well as existing turning movements and estimating future year turning movement volumes using link volumes from OCTAM. For purposes of this SOW and budget, a maximum of 35 intersections should be potentially assumed for analysis by the Consultant. **NOTE:** In an effort to preserve resources, prior to initiating intersection, bike, and pedestrian counts, the Consultant shall make every attempt possible to first gather existing available data from OCTA, Caltrans, and other stakeholder agencies. Once this effort has been completed, the OCTA PM will then authorize the Consultant to initiate intersection, bicycle, and pedestrian counts at remaining intersections.

In those areas where traffic counts will need to occur, they shall include Average Daily Traffic (ADT) and Peak hour intersection counts conducted on Tuesdays, Wednesdays, or Thursdays between 6:00 am and 9:00 am and between 3:00 pm and 7:00 pm. Based upon these findings the Consultant shall make recommendations to the TWG on finalization of the Corridor Study Area, as well as appropriate corridor segment identification.

As part of this effort, the Consultant shall also develop a process for evaluating the seasonality of the Corridor, and provide a general overview of seasonal impacts on the Corridor (i.e. a seasonal factor extrapolation).

The consultant shall also assume and conduct at least three presentations to solicit elected official and policymaker feedback for initial study considerations.

### **Task 2.1 Deliverables**

- All appropriate technical documentation collected

### **Task 2.2 Initial Transportation Demand Forecasts and Study Area Definition**

The Consultant shall prepare a technical memorandum documenting existing mobility related issues as identified in the reports gathered in Task 2.1, as well as the initial existing model data, to be developed in the following paragraph. The issues shall include presenting key existing intersection and roadway segment Level of Service (LOS) deficiencies, statistics, and planned and funded improvements. The Corridor shall be divided into appropriate logical segments, as identified in the previous task.

The Consultant shall also work closely with OCTA to develop future transportation demand forecasts for the PCH/SR-1 Corridor. Horizon-year 2035 forecasts will be

preparing using the Orange County Transportation Analysis Model (OCTAM) with demographics from OCP 2010 and Regional Transportation Plan (RTP) 2012. The Consultant shall be responsible for factoring the year 2035 OCTAM forecasts to year 2040. OCTA will evaluate the model results with the Consultant. OCTA will prepare model outputs, reports, and plots to be used by the Consultant. These initial forecasts will be used by the Consultant to define a final study area, study intersections as necessary, and develop Purpose and Need Statement(s). At a minimum this analysis shall include information on operational deficiencies, congestion levels, future traffic Levels of Service and queuing based upon existing and projected 2040 traffic data within the Corridor. Roadway segment (link) analysis shall also be included as part of the study. **Note:** Intersection data should be in both ICU and HCM format.

Additionally, this task shall include a TWG level discussion establishing consensus on a level of service standard for the Corridor. The Consultant shall also utilize existing data from OCTA and participating cities from current local traffic studies and OCTA studies including the Congestion Management Program study, to the extent possible.

#### **Task 2.2 Deliverables**

- Draft Existing Conditions Technical Memorandum
- Final Existing Conditions Technical Memorandum
- Initial Transportation Demand Forecasts
- Draft Study Area Map—including study area segmentation recommendations
- Final Study Area Map—including study area segmentation recommendations
- Technical Memorandum including recommendations on how to address seasonal traffic demand in the corridor.

#### **Task 2.3 Purpose and Need**

The objective of this task is based upon data collected as well as initial transportation demand forecasts, to identify transportation problems and system deficiencies, as well as opportunities, within the PCH/SR-1 Corridor, and to establish a Purpose and Need statement, which will guide development and refinement of study alternatives.

The Purpose and Need statement should generally adhere to Caltrans' Guidelines Purpose and Need framework identified in the PDPM (See: [http://www.dot.ca.gov/hq/env/emo/purpose\\_need.htm](http://www.dot.ca.gov/hq/env/emo/purpose_need.htm)). It should be noted that different Purpose and Need Statements may be required for the various segments of PCH/SR-1.

#### **Task 2.2 Deliverables**

- Draft Purpose and Need Statement(s)

- Final Purpose and Need Statement(s)

### 3.0 Scoping

The objective of this task is to begin to shape PCH/SR-1 conceptual alternatives.

#### Task 3.1-Develop Conceptual Alternatives

Based upon the Purpose and Need Statement, the Consultant shall develop conceptual alternatives, which shall represent a wide range of multi-modal improvements for the study area, be context sensitive, and appropriate for the various users of the Corridor. The Consultant shall work closely with OCTA, Coastal Cities, the County, Caltrans, as well as all other appropriate stakeholders in developing an initial set of conceptual alternatives. The initial set of conceptual alternatives shall range from Baseline and Transportation System Management (TSM) options to more intensive “build” alternatives. It is assumed that the alternatives will include, but not be limited to the following components. It is also assumed that the conceptual alternatives will be broken down by segments of the Corridor or even be site specific for a given unique condition of the Corridor.

- Feasible transportation improvements, programs, and/or policies that will decrease travel time without necessarily increasing speed limits;
- Feasible improvements that will increase efficiency and consistency of traffic flow;
- Improve, modify, or potentially eliminate chokepoints to the extent possible;
- Feasible improvements to bicycle facilities including but not limited to: bicycle lanes, shared use paths, eliminating gaps between existing facilities, and improving linkages between existing facilities, bicycle racks, signage, visibility, way finding and safety enhancements. This could include the identification of new parallel bicycle routes to support bicycle mobility on PCH/SR-1 in constrained right of way sections of the Corridor. **Note:** This effort will need to be coordinated with the Supervisorial Districts 1 & 2 Bikeways Collaboratives, which are currently being administered by OCTA;
- Enhanced (including safety) and/or new pedestrian paths including the consideration of overcrossings, and elimination of gaps between existing pedestrian facilities, where appropriate;
- Identification of appropriate and feasible locations for bus turnouts, and improved linkages to other transit systems;
- Enhancements to improve the scenic nature of PCH/SR-1, where appropriate;
- Address corridor parking needs consistent with California Coastal Commission requirements for maintaining existing parking spaces. This could potentially include relocation/replacement of on street parking spaces, which can improve traffic flow; and
- Feasible Context Sensitive and Complete Streets options consistent with local jurisdictions’ and Caltrans’ Design Standards, where applicable;

- Applicable Transportation Demand Management (TDM) strategies-including corridor-wide traffic signal operational improvements including new traffic signal controllers, vehicle detection, bicycle detection, communication upgrades, synchronization, CCTV, and installing new signal system detection for implementing signal timing plans that are responsive to changing traffic volumes and speed; and

At this early point in the study process, the number of alternatives should not be strictly constrained to a specific number in order to ensure that a full range of alternatives, including the components identified above, are identified and discussed for each unique segment of PCH/SR-1. **Note** that PCH/SR-1 is in the Coastal Zone, and therefore falls under the laws and jurisdiction of the California Coastal Commission, which dictate preservation and enhanced physical and visual access to coastal resources. It is anticipated that these regulations will have a significant impact on the types of improvements that can be considered and the requirements for implementing various improvements.

The initial set of conceptual alternatives shall include all reasonable modal strategies. For each modal strategy, the Consultant shall develop summary conceptual drawings/graphics/etc. presenting the overall potential “footprint” of each modal strategy. GIS maps and supporting graphics showing potential limits for each strategy shall also be prepared by the Consultant team. Locations of improvements and proposed modal strategies shall be clearly described. These data shall be documented in a Conceptual Alternatives Technical Memorandum, which shall clearly describe each potential project included in each conceptual alternative as well as incorporating appropriate graphic information to clearly describe the component parts of each conceptual alternative for each segment of the Corridor.

### **Task 3.1 Deliverables**

- Draft Conceptual Alternatives Technical Memorandum
- Final Conceptual Alternatives Technical Memorandum

### **Task 3.2 Travel Demand Forecast-Initial Model Runs For Alternatives**

OCTA will be responsible for the travel demand forecasting of each alternative to be studied during the various phases of the Study. This task shall include Average Daily Traffic and Peak Hour analysis with consideration of seasonal peak periods, as may be appropriate. Travel demand forecasting is expected to occur throughout the study process, as conceptual alternatives are refined. Horizon-year 2040 forecasts will be prepared using the Orange County Transportation Analysis Model (OCTAM) with OCP 2010 and Regional Transportation Plan (RTP) 2012 demographics. OCTA will evaluate the model results with the Consultant. OCTA will prepare model outputs reports, and plots to be used by the Consultant for measuring the effectiveness of each proposed alternative. The Consultant shall work with OCTA modeling staff to help determine appropriate measures of effectiveness to derive from OCTAM.



As part of this task, the Consultant shall develop the transportation network assumptions (e.g. number of lanes by direction for arterials, proposed intersection and capacity improvements, proposed TSM improvements—including proposed signal improvements, new park-and-ride facilities, transit alternatives, modified parking considerations, pedestrian bridges, etc.).

The Consultant shall perform intersection analysis for each alternative and roadway segment (link) analysis for each alternative based on the model runs and alternatives. Analysis shall be conducted on intersections identified in Task 2.2. The final results of this analysis shall be in both ICU and HCM.

The Consultant shall also interpret modeling results and prepare graphic presentations as appropriate. The final results of this analysis shall be included in the Initial Screening Report (see Deliverable 3.3).

### **TASK 3.2 Deliverables**

- Draft Travel Demand Forecasting Results- Initial Model Runs
- Final Travel Demand Forecasting Results- Initial Model Runs

### **Task 3.3 Initial Screening and Evaluation Criteria**

The Consultant shall work closely with the project team to screen the initial set of conceptual alternatives. These screening efforts shall result in the definition of a range of alternatives, which are relevant to the corridor mobility problem identified in the Purpose and Need statement. The “screened” alternatives shall include, at a minimum, the Baseline, TSM, as well as reasonable (up to three) “build” alternatives. Order of magnitude cost estimates shall be prepared for all conceptual alternatives. These alternatives shall be compared to the Baseline Alternative, in order to gauge potential level of mobility improvement.

The level of analytical detail shall be appropriate to this level of initial screening. Before initiating evaluation work, the Consultant shall obtain approval from the project team on appropriate metrics to evaluate the conceptual alternatives. Consensus on screening procedures shall also be developed prior to extensive Consultant work. In addition, draft and final evaluation results shall be presented to and discussed with appropriate parties.

The Consultant shall thoroughly document why components from the initial set of conceptual alternatives are recommended for further evaluation, modification, and/or elimination. This documentation will be important for on-going decision-making processes and future environmental analysis. The Initial Screening Report outlining concurrence on alternatives emerging from the Initial Screening Process shall be brought to the TWG for review and discussion.

### **Task 3.3 Deliverable**

- Draft Screening Evaluation Criteria Technical Memorandum

- Final Screening Evaluation Criteria Technical Memorandum
- Draft Initial Screening Report
- Final Initial Screening Report

## **4.0 Final Screening**

### **Task 4.1 Travel Demand Forecasting-Final Model Runs**

Based upon revisions to the conceptual alternatives, developed in Task 3.3 Final Initial Screening Report, the Consultant shall develop revised transportation network assumptions (e.g. number of lanes by direction for arterials, proposed capacity improvements, proposed TSM improvements—including signal improvements, new park-and-ride facilities, transit alternatives, pedestrian bridges, etc.). OCTA will run OCTAM using the Consultant modified network, and the Consultant shall interpret modeling results and prepare presentations. The final results of this analysis shall be in both ICU and HCM.

**Note:** The Consultant may be directed as part of this task to evaluate weekend and summer non-peak hour conditions, as such adequate budget shall be maintained for this eventuality.

#### **TASK 4.1 Deliverables**

- Draft Travel Demand Forecasting Results- Final Model Runs
- Final Travel Demand Forecasting Results- Final Model Run

### **Task 4.2 Screening Criteria and Purpose and Need Update**

For this task, the Consultant shall update the screening criteria from Task 3.3 to reflect any changes proposed in the Screening Process. At this point, emphasis should be placed upon key project development features, including, but not limited to constructability, feasibility, cost/benefit, operations and maintenance cost considerations, degree of environmental impact, level of transportation system performance improvement, etc. Further, the Purpose and Need Statement(s) may also potentially need to be updated. If so, the Consultant shall make recommendations to the TWG on potential revisions to the Purpose and Need Statement(s).

Based upon technical findings from the second Screening Analysis, Travel Demand Forecasting-Final Model Runs, as well as input from the TWG, the Consultant shall define the four most “viable” conceptual alternatives. At a minimum these alternatives shall include Baseline, TSM, and two build alternatives.

For each modal strategy, the Consultant shall develop summary conceptual drawings/graphics/etc. presenting the overall potential “footprint” of each modal strategy. GIS maps and supporting graphics showing potential limits for each

strategy shall also be prepared by the Consultant team. Locations of improvements and proposed modal strategies shall be clearly described. These data shall be documented in the Final Set of Recommended Conceptual Alternatives Report, which shall clearly describe each potential project included in each conceptual alternative as well as incorporating appropriate graphic information to clearly describe the component parts of each conceptual alternative.

#### **Task 4.2 Deliverables**

- Updated Final Screening Evaluation Criteria Technical Memorandum
- Updated Purpose and Need Statement(s), if applicable
- Final Set of Recommended Conceptual Alternatives Report

#### **Task 5.0 Engineering Analysis**

The objective of this task is to develop high-level engineering considerations for the most “viable” conceptual alternatives, to further facilitate future decision making processes to be completed by appropriate stakeholders.

##### **Task 5.1 Engineering Analysis**

The Consultant shall prepare conceptual engineering analysis for the “viable” conceptual alternatives. This process shall include preparation of technical memoranda describing design standards and presenting initial findings on potential engineering considerations, which can include, but are not limited to the following: (1) geometrics (e.g., design speed, minimum curve radii, allowable horizontal clearance, maximum grades, etc.); (2) minimum vertical clearances (e.g. arterial facilities, grade-separated crossings, structures; (3) cross-section characteristics (e.g., lane and shoulder widths, treatments, etc); (4) vehicle, transit, and bike characteristics (as applicable); (5) potential signal synchronization implementation considerations; and potential recommended design exceptions that will support and allow for reasonable implementation of high priority improvements. **Note:** the level of engineering analysis should be conducted at a level appropriate for a planning study.

##### **5.1.2 Detailed Constraints Analysis**

The constraints analysis shall focus on identifying potential physical and policy constraints in order to refine the physical description of the proposed alternatives. Constraints to be addressed include, but are not limited to: local; state (coastal zone); and federal regulatory policies, guidelines and standards; utility operational policies; major property ownership boundaries; and current transportation, community and environmental characteristics. Constraints shall also be identified based upon limited field investigation, parcel maps, aerial photographs, land use maps, and floodplain maps. Constraints on design elements shall be documented by the Consultant team in a succinct technical memorandum. Constraints will be used to justify the need to pursue design exceptions in subsequent project development

phases, and therefore, shall also adhere to all applicable, local, State or Federal regulations or standards.

#### 5.1.3 Capital Cost Estimates

The Consultant shall prepare capital cost estimates for each of the “viable” conceptual alternatives based on the engineering performed in the previous tasks. Cost estimates shall be adequately documented and based on units from typical cross-sections, plans, profiles, and include all roadway and structure cost elements, right-of-way, environmental mitigation measures, utility relocation, supplemental work, and contingencies. Cost estimates shall be consistent with Caltrans’ latest cost estimating methodologies and databases. Cost estimates for transit and pedestrian components shall also be developed. Further, estimated costs should be broken down by segment and city. These cost estimates will be used by stakeholders to apply for potential grant funding.

#### 5.1.4 Environmental Factors Report

The Consultant shall also prepare an Environmental Factors Report for the “viable” conceptual alternatives. The Report will identify initial environmental considerations for the “viable” conceptual alternatives. The Report shall also estimate scope, schedule, and cost considerations associated with completing environmental compliance for each “viable” alternative.

#### 5.1.5 Alternatives Engineering Evaluation Report

The Consultant shall prepare an Engineering Analysis Report combining the results of all Task 5.0 efforts.

#### **Task 5.1.5 Deliverables**

- Draft Engineering Analysis Report
- Final Engineering Analysis Report

#### **Task 6.0 Final Report**

The Consultant shall prepare a Final Corridor Study, which documents the entire PCH/SR-1 Corridor Study process, at a minimum including technical input collected, screening and modeling results, Environmental Factors Report findings, engineering analysis results, as well as final recommendations/considerations emerging from the Study process.

The Final Report should also include a next steps section, as well as identification of potential funding sources to support implementation of components identified in the Final Set of Recommended Conceptual Alternatives Report.

#### **Task 6.0 Deliverables**

- Draft Final PCH/SR-1 Report
- Final PCH/SR-1 Report

**EXHIBIT B: PROPOSED AGREEMENT**

1 **AGREEMENT NO. C-3-1751**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 \_\_\_\_\_  
6 **THIS AGREEMENT** is effective as of this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_, by and  
7 between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange,  
8 CA 92863-1584, a public corporation of the state of California (hereinafter referred to as  
9 "AUTHORITY"), and , , (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to conduct a corridor study  
12 along the Pacific Coast Highway (PCH) between Avendia Pico in Orange County and the Los Angeles  
13 County Line; and

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

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

17 **WHEREAS**, CONSULTANT wishes to perform these services;

18 **WHEREAS**, the AUTHORITY's Board of Directors approved this Agreement on \_\_\_\_\_;

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

21 **ARTICLE 1. COMPLETE AGREEMENT**

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

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

8 **ARTICLE 2. AUTHORITY DESIGNEE**

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

11 **ARTICLE 3. SCOPE OF WORK**

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

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

18 **Names**

**Functions**

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



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

**ARTICLE 4. TERM OF AGREEMENT**

This Agreement shall commence upon the effective date of this Agreement, and shall continue in full force and effect for a term of two (2) years through \_\_\_\_\_ unless earlier terminated as provided hereunder.

**ARTICLE 5. PAYMENT**

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

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

<u>Task</u>	<u>Description</u>	<u>Firm Fixed Price</u>
		.00
		.00
		.00
<b>TOTAL FIRM FIXED PRICE PAYMENT</b>		<b>.00</b>

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

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

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

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

- 21 1. Agreement No. C-3-1751;
- 22 2. Specify the task number for which payment is being requested;
- 23 3. The time period covered by the invoice;
- 24 4. Total monthly invoice (including project-to-date cumulative invoice amount); and  
25 retention;
- 26 5. Monthly Progress Report;

6. Weekly certified payroll for personnel subject to prevailing wage requirements;

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

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

**ARTICLE 6. MAXIMUM OBLIGATION**

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

**ARTICLE 7. NOTICES**

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

/

/

/

/

To CONSULTANT:	To AUTHORITY:
	Orange County Transportation Authority
	550 South Main Street
	P.O. Box 14184
	Orange, CA 92863-1584
ATTENTION:	<div data-bbox="857 562 1052 699">ATTENTION:</div> <div data-bbox="1052 562 1524 699"> Ms. Reem Hashem Principal Contract Administrator </div>
	<div data-bbox="857 699 1149 762">Tel: (714) 560 – 5446</div> <div data-bbox="857 762 1203 825">Email: rhashem@octa.net</div>

**ARTICLE 8. INDEPENDENT CONTRACTOR**

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

**ARTICLE 9. INSURANCE**

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

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

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

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

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

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

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

C. CONSULTANT shall include on the face of the certificate of Insurance the Agreement Number C-3-1751; and, the Contract Administrator's Name, Ms. Reem Hashem, Principal Contract Administrator.

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

#### **ARTICLE 10. ORDER OF PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 3-1751 ; (3) CONSULTANT's technical proposal dated \_\_\_\_\_, CONSULTANT's cost proposal dated \_\_\_\_\_, and (4) all other documents, if any, cited herein or incorporated by reference.

#### **ARTICLE 11. CHANGES**

By written notice or order, AUTHORITY may, from time to time, order work suspension and/or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work

1 suspension or change causes an increase or decrease in the price of this Agreement or in the time  
2 required for its performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its  
3 claim for adjustment within ten (10) days after the change or work suspension is ordered, and an  
4 equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT  
5 from proceeding immediately with the Agreement as changed.

6 **ARTICLE 12. DISPUTES**

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

13 B. The provisions of this Article shall not be pleaded in any suit involving a question of fact  
14 arising under this Agreement as limiting judicial review of any such decision to cases where fraud by  
15 such official or his representative or board is alleged, provided, however, that any such decision shall  
16 be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous  
17 as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any  
18 appeal proceeding under this Article, CONSULTANT shall be afforded an opportunity to be heard and  
19 to offer evidence in support of its appeal.

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

26 /

**ARTICLE 13. TERMINATION**

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

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

**ARTICLE 14. INDEMNIFICATION**

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

**ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

terms and conditions of this Agreement.

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

<u>Subcontractor Name/Address</u>	<u>Subcontractor Amounts</u>
1.	.00
2.	.00

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

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

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

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



**ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY**

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

**ARTICLE 19. PROHIBITED INTERESTS**

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

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

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

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any purposes other than the performance for this project, nor be disclosed to an entity not connected with the performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any

1 professional publication, magazine, trade paper, newspaper, seminar or other medium without the  
2 express written consent of AUTHORITY.

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

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

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

21 B. CONSULTANT shall have sole control of the defense of any such claim or suit and all  
22 negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY  
23 under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to  
24 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at  
25 CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim,  
26 CONSULTANT, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell

1 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and  
2 copyright indemnity thereto.

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

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

14 B. CONSULTANT will promptly advise AUTHORITY if it finds that the project being designed  
15 will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within  
16 these limitations. Upon receipt of such information, AUTHORITY will review CONSULTANT's revised  
17 estimate of construction cost. AUTHORITY may, if it determines that the estimated construction  
18 contract price is so low that award of a construction contract not in excess of such estimate is  
19 improbable, authorize a change in scope or materials as required to reduce the estimated construction  
20 cost to an amount within the estimated construction contract price set forth by AUTHORITY, or  
21 AUTHORITY may adjust such estimated construction contract price. When bids or proposals are not  
22 solicited or are unreasonably delayed, AUTHORITY shall prepare an estimate of constructing the  
23 design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance  
24 within the funding limitation.

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

26 All design and engineering work furnished by CONSULTANT shall be performed by or under

1 the supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in  
2 the State of California, by personnel who are careful, skilled, experienced and competent in their  
3 respective trades or professions, who are professionally qualified to perform the work in accordance  
4 with the contract documents and who shall assume professional responsibility for the accuracy and  
5 completeness of the design documents and construction documents prepared or checked by them.

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

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

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

22 **ARTICLE 25. GENERAL WAGE RATES**

23 A. CONSULTANT warrants that all mechanics, laborers, journeypersons, workpersons,  
24 craftspersons or apprentices employed by CONSULTANT or subcontractor at any tier for any work  
25 hereunder, shall be paid unconditionally and not less often than once a week and without any  
26 subsequent deduction or rebate on any account (except such payroll deductions as are permitted or

1 required by federal, state or local law, regulation or ordinance), the full amounts due at the time of  
2 payment, computed at a wage rate and per diem rate not less than the aggregate of the highest of the  
3 two basic hourly rates and rates of payments, contributions or costs for any fringe benefits contained in  
4 the current general prevailing wage rate(s) and per diem rate(s), established by the Director of the  
5 Department of Industrial Relations of the state of California, (as set forth in the Labor Code of the state  
6 of California, commencing at Section 1770 et. seq.), or as established by the Secretary of Labor (as set  
7 forth in Davis-Bacon Act, 40 U.S.C. 267a, et. seq.), regardless of any contractual relationship which  
8 may be alleged to exist between CONSULTANT or subcontractor and their respective mechanics,  
9 laborers, journeypersons, workpersons, craftspersons or apprentices. Copies of the current General  
10 Prevailing Wage Determinations and Per Diem Rates are on file at AUTHORITY's offices and will be  
11 made available to CONSULTANT upon request. CONSULTANT shall post a copy thereof at each job  
12 site at which work hereunder is performed.

13 B. In addition to the foregoing, CONSULTANT agrees to comply with all other provisions of the  
14 Labor Code of the state of California, which is incorporated herein by reference, pertaining to workers  
15 performing work hereunder including, but not limited to, those provisions for work hours, payroll records  
16 and apprenticeship employment and regulation program. CONSULTANT agrees to insert or cause to  
17 be inserted the preceding clause in all subcontracts which provide for workers to perform work  
18 hereunder regardless of the subcontractor tier.

19 **ARTICLE 26. CONTRACTOR PURCHASED EQUIPMENT**

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

26 /

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

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

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

14           **ARTICLE 27. CONFLICT OF INTEREST**

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

24           **ARTICLE 28. CODE OF CONDUCT**

25           CONSULTANT agrees to comply with the AUTHORITY's Code of Conduct as it relates to  
26 Third-Party contracts which is hereby referenced and by this reference is incorporated herein.

CONSULTANT agrees to include these requirements in all of its subcontracts.

**ARTICLE 29. HEALTH AND SAFETY REQUIREMENTS**

CONSULTANT shall comply with all the requirements set forth in EXHIBIT B, Level 1 SAFETY SPECIFICATIONS. As used therein, "Contractor" shall mean "Consultant," and "Subcontractor" shall mean "Sub-consultant."

**ARTICLE 30. FORCE MAJEURE**

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

/

/

/

/

/

/

/

/

/

/

/

/

/

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-3-1751 to be executed on the date first above written.

**CONSULTANT**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Darrell Johnson  
Chief Executive Officer

APPROVED AS TO FORM:

By: \_\_\_\_\_

Kennard R. Smart, Jr.  
General Counsel

APPROVED:

By: \_\_\_\_\_

Kia Mortazavi  
Executive Director, Planning

Date \_\_\_\_\_



**EXHIBIT C: FORMS**

**PARTY DISCLOSURE FORM****Information Sheet****ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

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

**IMPORTANT NOTICE****Basic Provisions of Government Code Section 84308**

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

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

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

**ORANGE COUNTY TRANSPORTATION AUTHORITY****AND ITS AFFILIATED AGENCIES**

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

Prime Firm's Name: \_\_\_\_\_

Party's Name: \_\_\_\_\_

Party's Address: \_\_\_\_\_

Street

City

State

Zip

Phone

Application or Proceeding

Title and Number: \_\_\_\_\_

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

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Greg Winterbottom, Chairman**

**Shawn Nelson, Vice Chairman**

**Patricia Bates, Director**

**Lori Donchak, Director**

**Gail Eastman, Director**

**Matthew Harper, Director**

**Michael Hennessey, Director**

**Steve Jones, Director**

**Jeff Lalloway, Director**

**Gary Miller, Director**

**John Moorlach, Director**

**Al Murray, Director**

**Janet Nguyen, Director**

**Miguel Pulido, Director**

**Tim Shaw, Director**

**Todd Spitzer, Director**

**Frank Ury, Director**

**PARTICIPANT DISCLOSURE FORM****Information Sheet****ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

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

**IMPORTANT NOTICE****Basic Provisions of Government Code Section 84308**

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

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

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

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

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

**AND**

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

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

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



**ORANGE COUNTY TRANSPORTATION AUTHORITY**  
**AND ITS AFFILIATED AGENCIES**

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

Prime's Firm Name: \_\_\_\_\_

Party's Name: \_\_\_\_\_

Party's Address: \_\_\_\_\_

Street

City

State

Zip

Phone

Application or Proceeding

Title and Number: \_\_\_\_\_

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

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Greg Winterbottom, Chairman**

**Shawn Nelson, Vice Chairman**

**Patricia Bates, Director**

**Lori Donchak, Director**

**Gail Eastman, Director**

**Matthew Harper, Director**

**Michael Hennessey, Director**

**Steve Jones, Director**

**Jeff Lalloway, Director**

**Gary Miller, Director**

**John Moorlach, Director**

**Al Murray, Director**

**Janet Nguyen, Director**

**Miguel Pulido, Director**

**Tim Shaw, Director**

**Todd Spitzer, Director**

**Frank Ury, Director**

## **STATUS OF PAST AND PRESENT CONTRACTS FORM**

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

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

<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><u>1) Status of contract:</u></b>	
<b><u>2) Identify claims/litigation or settlements associated with <u>the</u> contract:</u></b>	
<b><u>3) Reason for termination</u></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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**EXHIBIT D: SAFETY SPECIFICATIONS**

**EXHIBIT E**

**LEVEL 1 SAFETY SPECIFICATIONS**

**Consultant Services for Corridor Study for the Pacific Coast Highway between  
Avenida Pico and the Los Angeles County Line**

**PART I – GENERAL**

**1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS**

- A. The Consultants, its sub-tier Consultants, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) policies, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Consultants or its sub-tier contractors may be cause for termination of scope, contracts, 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 for all Consultant personnel, sub-tier Consultants, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Consultant shall ensure that all Consultant vehicles, including those of its sub-tier Consultants, 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 Consultant is encouraged to exceed minimum requirements. When the Consultant safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of public and workers.

**1.2 HAZARD COMMUNICATION**

- A. Consultant shall comply with CCR Title 8, Section 5194, Hazard Communication Standard. Prior to use on Authority property and/or project

work areas Consultant shall provide the Authority Project Manager copies of MSDS for all chemical products used if any.

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

### **1.3 ACCIDENT INVESTIGATION**

- A. The Authority shall be promptly notified of any damage to the Authority's property, or incidents involving third party property damage, or reportable and/or recordable injuries (as defined by the U. S. Occupational Safety and Health Administration) to Authority employees and agents; Contractor, vendor employees or visitors and members of the general public that occurs or arises from the performance of Authority contract work. A comprehensive investigation and written report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- B. A serious injury or incident may require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within 7 calendar days of the incident. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors leading to the incident, a root cause analysis, and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

### **1.4 PERSONAL PROTECTIVE EQUIPMENT**

- A. The Consultant, its sub-tier Consultants, suppliers, and employees are required to comply with the Authority's personal protective equipment (PPE) policy while performing work at any Authority facility, i.e. eye protection policy, hearing protection policy, head protection, safety vests, work shoe policy.
- B. The Consultant, its sub-tier Consultants, 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. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

**END OF SECTION**