



September 5, 2024

NOTICE OF INFORMAL REQUEST FOR PROPOSALS (RFP)

RFP 4-2456: "Regional Synchronization Asset Administration Pilot"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites qualified consultants to provide a Regional Synchronization Asset Administration Pilot. The budget for this effort is \$80,000 for a two (2)-year initial term.

Proposals must be received at or before 2:00 p.m. on September 25, 2024.

Proposals should be sent to Gina Torres, Senior Contract Administrator, by email to gtorres@octa.net.

Proposals received after the date and time specified above will not be accepted.

All questions or clarifications must be submitted in writing to Gina Torres, Senior Contract Administrator, via email to gtorres@octa.net and must be received by the Authority no later than 2:00 p.m. on September 12, 2024. The Authority will respond to all written questions by issuing a written addendum no later than September 18, 2024.

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

Offerors should be aware that award may be made without further discussion.

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

INSTRUCTIONS TO OFFERORS

EXAMINATION OF PROPOSAL DOCUMENTS

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

ACCEPTANCE OF PROPOSALS

1. 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 the proposals.
2. The Authority reserves the right to withdraw 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.
3. 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.
4. Proposals received by Authority are public information and must be made available to any person upon request.
5. Submitted proposals are not to be copyrighted.

CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time-and-expense price contract specifying fully-burdened hourly rates and anticipated expenses for work specified in the Scope of Work, included in this RFP as Exhibit A.

AWARD

Authority will evaluate and award based on the following criteria and weights:

- | | |
|--|------------|
| ▪ Qualifications – Technical experience in performing work of a closely similar nature and references of Offeror | 20% |
| ▪ Staffing – Qualifications of project staff, particularly key personnel | 25% |
| ▪ Work Plan – Logic and clarity of work plan | 30% |
| ▪ Cost and Price – Reasonableness and competitiveness | 25% |

PROPOSAL

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. The proposal shall not exceed twenty (20) pages, excluding appendices.

Offeror shall:

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 providing similar work and highlight the participation in such work by the staff proposed for assignment in this project.
4. Identify subcontractors by company name, address, contact person, telephone number, email address, and project function (if applicable).
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.

Staffing

Offeror shall:

1. Identify the key personnel proposed to perform the work.
2. Furnish brief resume(s) (not more than two (2) pages per person) detailing applicable experiences for proposed key personnel.
3. Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
4. Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to

the project shall be removed or replaced without the prior written concurrence of the Authority.

Work Plan

1. The Offeror shall provide a brief narrative, which addresses the Scope of Work in Exhibit A, understanding of requirements, and approach to completing the work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives.
2. Outline sequentially the activities that would be undertaken in completing the work and specify who would perform them.
3. Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
4. 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.

Cost and Price Proposal

The Offeror shall sign and complete the "Price Summary Sheet" form included with this RFP (Exhibit B). The resulting Agreement will be time-and-expense.

Exceptions/Deviations

The Offeror shall state using the Proposal Exceptions and/or Deviations Form (Exhibit E) 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 technical or contractual exceptions and/or deviations are noted, Offeror will be deemed to have accepted the contract requirements as set forth in Exhibit C.

Enclosures:

- Exhibit A – Scope of Work
- Exhibit B – Price Summary Sheet
- Exhibit C – Proposed Agreement
- Exhibit D – Level 1 Safety Specifications
- Exhibit E – Proposal Exceptions and/or Deviations

SCOPE OF WORK

Regional Synchronization Asset Administration Pilot

For over a decade, the Orange County Transportation Authority's (OCTA's) signal synchronization program has been successful in retiming over 2000 signals in Orange County, including signal equipment upgrades and two (2) years of operations and maintenance to ensure the improvements achieved are maintained. The following files, documents, and data have been collected as part of the signal synchronization program:

- Project Reports – For every project funded by OCTA's Regional Traffic Signal Synchronization Program (RTSSP), a Primary Implementation (PI) final report is submitted that includes final improvements implemented, counts collected on the project corridor, optimized timing plans, and before/after travel time studies results. Additionally, an Operations and Maintenance (O&M) final report also includes monthly travel time studies during the additional months following the PI phase of the project.
- Local Signal Synchronization Plan (LSSP) – Every participating agency in Orange County is required to update their LSSP every three years since the initial process in January 2011 to be eligible for funding. The information in these plans include planned projects and general signalized intersection information, such as controller type, detection, and signal timing cycle lengths. These intersection data have been translated into an ArcGIS nodes layer for internal tracking.
- Corridor Operational Performance Report (COPR) – Evaluates the overall performance of the SSN every (2) two years to the baseline 2011 year. This is captured by performing traditional floating car surveys along 90 corridors totaling 770 miles of roadway in Orange County. These travel time studies are also accessible in ArcGIS shapefile layers.

Most of the program's data are in a variety of formats and are stored in separate project folders, Excel spreadsheets, and/or ArcGIS shapefiles. To consolidate the program's data assets (e.g. funding, improvements, performance metrics, and signal equipment), a centralized enterprise platform would need to be developed and implemented to generate quick insights about the program. Such insights may include, but is not limited, to the following:

- Funding allocated by signal, corridor, agency, and/or district.
- Improvements by signal and/or corridor by funding year.
- Corridor performance metric changes since the inception of the program.

The objective of this pilot project is to identify the level of effort to consolidate the existing signal synchronization program data assets and develop a central platform where OCTA can use to generate and report insights of the program's accomplishments year over year. An asset administration tool can also be used to identify opportunities for regional enhancements for improved and future innovative regional signal operations.

Existing Data Asset Collection

Consultant shall assist OCTA in conducting a thorough inventory and review of all internal data related to the signal synchronization program. OCTA will provide Consultant with the appropriate

access and documentation. This process may involve systematically cataloging and documenting all data sources, ranging from datasets to file systems. The tasks of the process include categorizing data types, defining elements, assessing data quality, mapping data flow, capturing metadata, and creating a comprehensive catalog or inventory. For reports in PDF, identifying information within the files that should be geo-tagged and cataloged for each signal and/or corridor shall also be included.

Data Asset Administration Consolidation

Consultant shall present recommended commercial-off-the-self enterprise platforms available to OCTA that would best host, manage, analyze, and visually present all information relevant to the signal synchronization program. This may include some manual transfer of information from existing files and documents to properly present all available data.

Consultant shall coordinate and assist, as needed, in the consolidation and transfer of data to the selected platform. This may include development of templates and workflows, manual transfer of data, and testing of platform features.

Operation and Maintenance Plan

Consultant shall develop an operations and maintenance plan that will ensure continuous, reliable, secure, and efficient administration of data assets in the signal synchronization program. Recommended templates to implement shall also be included for ease of integration with the platform.

Consultant shall also be prepared to attend internal meetings with OCTA staff in Information Systems, GIS, and/or the innovations group. Consultant shall prepare meeting materials, such as an overview of the project, trends, and potential of the project in an easy to follow and visually engaging approach (graphics, charts, etc.).

LIMITATION ON GOVERNMENTAL DECISIONS

Nothing contained in this scope of work permits the Consultant's personnel to authorize or direct any actions, votes, appoint any person, obligate, or commit OCTA to any course of action or enter into any contractual agreement on behalf of OCTA. In addition, Consultant's personnel shall not provide information, an opinion, or a recommendation for the purpose of affecting a decision without significant intervening substantive review by OCTA personnel, counsel, and management.

**PRICE SUMMARY SHEET
REQUEST FOR PROPOSALS (RFP) 4-2456
Regional Synchronization Asset Administration Pilot**

SCHEDULE I ---- HOURLY RATE SCHEDULE

Enter below the proposed price for the services described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, tax, and profits. The Authority's intention is to award a time-and-expense price contract for a two (2)-year initial term.

Two (2)-Year Initial Term effective November 1, 2024 through October 31, 2026

Key Personnel:

		Fully-Burdened Hourly Rate		
		Initial Term		Option Term
Job Function	Name	Year 1 11/1/2024 – 10/31/2025	Year 2 11/1/2025 – 10/31/2026	Year 3 11/1/2026 – 10/31/2027
Project Manager		\$_____	\$_____	\$_____
Task Lead / Senior		\$_____	\$_____	\$_____
Associate		\$_____	\$_____	\$_____
Assistant		\$_____	\$_____	\$_____
Admin / Support Staff		\$_____	\$_____	\$_____

Note: For cost analysis purposes, please provide hourly rates for the above designated job category. The fully burdened hourly rates will be included in the resulting agreement should your proposal be selected for award.

OTHER LABOR CHARGES:

	Fully-Burdened Hourly Rate		
	Initial Term		Option Term
Job Function	Year 1 11/1/2024 – 10/31/2025	Year 2 11/1/2025 – 10/31/2026	Year 3 11/1/2026 – 10/31/2027
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____

SCHEDULE II ---- OTHER DIRECT COSTS SCHEDULE

Type of ODC	Quantity	Unit Rate	Budget Amount
1.			
2.			
3.			
<i>Additional ODC required and authorized by the Authority but not included in this Agreement will be reimbursed either (a) “At Cost” OR (b) up to the applicable Current Rate listed in this Schedule II, whichever is less.</i> <i>Supporting documentation must accompany invoice.</i>			

* Please note the following:

- The Authority will not reimburse Consultant for hours charged to perform activities associated with the preparation and review of invoices submitted to the Authority.
- The Authority will not reimburse Consultant for local meals and travel time, unless previously approved, or any other expenses not included within this Exhibit B.

1. I acknowledge receipt of **RFP 4-2456** and Addenda No.(s) _____.
2. This offer shall remain firm for _____ days from the date of proposal.
(Minimum of 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

PROPOSED AGREEMENT NO. C-4-2456

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective this _____ day of _____, 2024 ("Effective Date"),
by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184,
Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as
"AUTHORITY"), and _____, , , , (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONSULTANT to provide a Regional
Synchronization Asset Administration Pilot; and

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

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

WHEREAS, CONSULTANT wishes to perform these services.

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

ARTICLE 1. COMPLETE AGREEMENT

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

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

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

6 **ARTICLE 2. AUTHORITY DESIGNEE**

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

9 **ARTICLE 3. SCOPE OF WORK**

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

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

16 **Names**

Functions

17
18
19 C. No person named in paragraph B of this Article, or his/her successor approved by
20 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or
21 level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should
22 the services of any key person become no longer available to CONSULTANT, the resume and
23 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as
24 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key
25 person, unless CONSULTANT is not provided with such notice by the departing employee. AUTHORITY
26 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

A. This Agreement shall commence upon execution by both parties, and shall continue in full force and effect through October 31, 2027 (Initial Term), unless earlier terminated or extended as provided in this Agreement.

B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an additional twelve (12)-months commencing November 1, 2027, and continuing through October 31, 2028 ("Option Term), and thereupon require CONSULTANT to continue to provide services, and otherwise perform, in accordance with Exhibit A and at the amounts or rates set forth in Article 5, "Payment."

C. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for AUTHORITY's convenience or CONSULTANT's default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extending through October 31, 2028, which period encompasses the Initial Term and Option Term.

ARTICLE 5. PAYMENT

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

B. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. CONSULTANT shall not charge AUTHORITY for driving time. Work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. AUTHORITY shall pay CONSULTANT at the hourly labor rates specified in Exhibit B, entitled "Price Summary Sheet," which is attached to and by this reference, incorporated in and made a part of this Agreement. These rates shall remain fixed for the term of this Agreement and are acknowledged to include CONSULTANT's overhead costs, general costs, administrative costs and profit. CONSULTANT shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole

1 discretion, AUTHORITY may decline to make full payment until such time as CONSULTANT has
2 documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed all work required.
3 AUTHORITY's payment in full shall constitute AUTHORITY's final acceptance of CONSULTANT's work.

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

- 10 1. Agreement No. C-4-2456;
- 11 2. Specify the effort for which the payment is being requested;
- 12 3. The time period covered by the invoice;
- 13 4. Labor (staff name, hours charged, hourly billing rate, current charges, and
14 cumulative charges) performed during the billing period;
- 15 5. Total monthly invoice (including project-to-date cumulative invoice amount);
- 16 6. Itemized expenses including support documentation incurred during the billing
17 period;
- 18 7. Monthly Progress Report;
- 19 8. Certification signed by the CONSULTANT or his/her designated alternate that a)
20 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
21 information included with the invoice is true, complete and correct in all material respects; c) All payments
22 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
23 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
24 invoice does not include any amount which CONSULTANT intends to withhold or retain from a
25 subcontractor or supplier unless so identified on the invoice.
- 26 9. Any other information as agreed or requested by AUTHORITY to substantiate the

1 validity of an invoice.

2 **ARTICLE 6. MAXIMUM OBLIGATION**

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

8 **ARTICLE 7. NOTICES**

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

13 To CONSULTANT:

To AUTHORITY:

14 Orange County Transportation Authority

15 550 South Main Street

16 P.O. Box 14184

17 Orange, CA 92863-1584

18 ATTENTION:

ATTENTION: Gina Torres

19 Title:

Title: Senior Contract Administrator

20 Phone:

Phone: (714) 560 - 5566

21 Email:

Email: gtorres@octa.net

22 **ARTICLE 8. INDEPENDENT CONTRACTOR**

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

1 other amounts due its employees in connection with this Agreement and shall be responsible for all
2 reports and obligations respecting them, such as social security, income tax withholding, unemployment
3 compensation, workers' compensation and similar matters.

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

8 **ARTICLE 9. INSURANCE**

9 A. CONSULTANT shall procure and maintain insurance coverage in full force and effect during
10 the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance
11 provisions. CONSULTANT shall provide the following insurance coverage:

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

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

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

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

22 5. Professional Liability with minimum limits of \$1,000,000 only if the CONSULTANT
23 is required by contract or law to be licensed or specially certified and AUTHORITY is relying on
24 performance based on that specialty license or certification.

25 B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy
26 blanket additional insured endorsement, designating AUTHORITY, its officers, directors and employees

1 as additional insureds on general liability and automobile liability, as required by Agreement. Proof of
2 insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective
3 date of the Agreement and prior to commencement of any work. Such insurance shall be primary and
4 non-contributive to any insurance or self-insurance maintained by AUTHORITY. Furthermore,
5 AUTHORITY reserves the right to request certified copies or review all related insurance policies, in
6 response to a related loss.

7 C. CONSULTANT shall include on the face of the certificate of insurance the
8 Agreement No. C-4-2456 and, the Senior Contract Administrator's Name, Gina Torres.

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

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

15 **ARTICLE 10. ORDER OF PRECEDENCE**

16 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
17 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 4-2456;
18 (3) CONSULTANT's proposal dated _____; (4) all other documents, if any, cited herein or
19 incorporated by reference.

20 **ARTICLE 11. CHANGES**

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

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

3 **ARTICLE 12. DISPUTES**

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

10 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with
11 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
12 CAMP. Nothing in this Agreement, however, shall be construed as making final the decision of any
13 AUTHORITY official or representative on a question of law, which questions shall be settled in
14 accordance with the laws of the State of California.

15 **ARTICLE 13. TERMINATION**

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

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

CONSULTANT for work and/or services satisfactorily provided to the date of termination in compliance with this Agreement. Thereafter, CONSULTANT shall have no further claims against AUTHORITY under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages for such termination.

ARTICLE 14. INDEMNIFICATION

CONSULTANT shall indemnify, defend and hold harmless AUTHORITY, its officers, directors, employees and agents (indemnities) 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, subconsultants or suppliers in connection with or arising out of the performance of this Agreement.

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

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

Subcontractor Name/Addresses

Subcontractor Functions

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

ARTICLE 17. CONFLICT OF INTEREST

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

B. If AUTHORITY determines that CONSULTANT, its employees, or subconsultants are subject to disclosure requirements under the Political Reform Act (Government Code section 81000 et seq.), CONSULTANT and its required employees and subconsultants shall complete and file Statements of Economic Interest (Form 700) with AUTHORITY's Clerk of the Board disclosing all required financial interests.

ARTICLE 18. CODE OF CONDUCT

CONSULTANT agrees to comply with AUTHORITY's Code of Conduct as it relates to Third-

1 Party contracts which is hereby referenced and by this reference is incorporated herein.
2 CONSULTANT agrees to include these requirements in all of its subcontracts.

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

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

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

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

12 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

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

20 **ARTICLE 22. PROHIBITED INTERESTS**

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

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

25 A. The originals of all letters, documents, reports and other products and data produced under
26 this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made

1 for CONSULTANT's records but shall not be furnished to others without written authorization from
2 AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein
3 shall be retained by AUTHORITY.

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

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

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

20 A. In lieu of any other warranty by AUTHORITY or CONSULTANT against patent or copyright
21 infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim
22 or suit against AUTHORITY on account of any allegation that any item furnished under this Agreement
23 or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any
24 presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages
25 finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of
26 the suit or claim and given authority, information and assistance at CONSULTANT's expense for the

1 defense of same. However, CONSULTANT will not indemnify AUTHORITY if the suit or claim results
2 from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form infringes
3 upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination
4 with other material not provided by CONSULTANT when such use in combination infringes upon an
5 existing U.S. letters patent or copyright.

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

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

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

23 B. It is expressly understood that any title to preliminary technical data is not passed to
24 AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations,
25 software design documents, layouts and comprehensives prepared by CONSULTANT solely for the
26 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given

1 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
2 AUTHORITY if CONSULTANT causes AUTHORITY to exercise Article 13, and a price shall be
3 negotiated for all preliminary data.

4 **ARTICLE 26. HEALTH AND SAFETY REQUIREMENT**

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

7 **ARTICLE 27. LIMITATION ON GOVERNMENTAL DECISIONS**

8 CONSULTANT shall not make, participate in making, or use its position to influence any
9 governmental decisions as defined by the Political Reform Act, Government Code section 8100 et seq.,
10 and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.
11 CONSULTANT's personnel performing services under this Agreement shall not authorize or direct any
12 actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter into
13 any contractual agreement on behalf of AUTHORITY. In addition, CONSULTANT's personnel shall not
14 provide information, an opinion, or a recommendation for the purpose of affecting a decision without
15 significant intervening substantive review by AUTHORITY personnel, counsel, and management.

16 **ARTICLE 28. FORCE MAJEURE**

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

24 /

25 /

26 /

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

APPROVED AS TO FORM:

By: _____

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LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

1.2 REGULATORY

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

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

- B. Substance Abuse Prevention Program
Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- C. Heat Illness Prevention Program
Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- D. Hazard Communication Program
Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
 - a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.
- E. Storm Water Pollution Prevention Plan
The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
 - 1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
 - 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
 - 4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
 - 1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 - 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
 - 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
 - 4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

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

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 REFERENCES

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

END OF SECTION

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority's technical obligations and contractual terms and conditions set forth in the Scope of Work and Proposed Agreement Exhibit C. Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No. _____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:
