

REQUEST FOR PROPOSALS (RFP) 0-1961

**Congestion Management Program
Intersection Traffic Data Collection**



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

Key RFP Dates

Issue Date:	December 21, 2010
Pre-Proposal Conference Date:	January 6, 2011
Question Submittal Date:	January 11, 2011
Proposal Submittal Date:	January 20, 2011
Interview Date:	January 31, 2011

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AFFILIATED AGENCIES

Orange County
Transit District

Local Transportation
Authority

Service Authority for
Freeway Emergencies

Consolidated Transportation
Service Agency

Congestion Management
Agency

Service Authority for
Abandoned Vehicles

December 21, 2010

SUBJECT: NOTICE OF REQUEST FOR PROPOSALS

**RFP 0-1961 "Congestion Management Program Intersection
Traffic Data Collection"**

Gentlemen/Ladies:

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide services for collecting traffic data for input and future analysis for the 2011 Congestion Management Program (CMP).

Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on January 20, 2011.

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: Venita Todd, Senior Contracts Administrator**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Venita Todd, Senior Contracts 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) 0-1961 may do so by faxing their request to (714) 560-5792, or e-mail your request to rfp_ifb_Requests@octa.net or calling (714) 560-5922. Please include the following information:



AFFILIATED AGENCIES

*Orange County
Transit District*

*Local Transportation
Authority*

*Service Authority for
Freeway Emergencies*

*Consolidated Transportation
Service Agency*

*Congestion Management
Agency*

*Service Authority for
Abandoned Vehicles*

- Name of Firm
- Address
- Contact Person
- Telephone and Facsimile Number
- Request For Proposal (RFP) 0-1961

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 www.octa.net. From the site menu, click on CAMM NET to register.

To receive all further information regarding this RFP 0-1961, firms 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:

Commodities for this solicitation are:

Category(s):

Professional Consulting
Professional Services

Commodity(s):

Transportation Planning
Engineering - Environmental
Engineering - Traffic

A pre-proposal conference will be held on January 6, 2011, at 2:00 pm at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103/104. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established January 31, 2011 as the date to conduct interviews. All prospective Offeror's will be asked to keep this date available.

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

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

Sincerely,

Venita Todd
Senior Contracts Administrator
Contract Administration and Materials Management

SECTION I

INSTRUCTIONS TO OFFERORS

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

A pre-proposal conference will be held on **January 6, 2011**, at 2:00 pm at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103/104. 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.

D. AUTHORITY CONTACT

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

Venita Todd, Senior Contracts Administrator
Contracts Administration and Materials Management Department
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5527, Fax: 714.560.5792

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 January 11, 2011.
- 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 Courier: Contracts Administration and Materials Management Department, 600 South Main Street, 4th Floor, Orange, California 92868.
 - (3) Facsimile: The Authority's fax number is (714) 560-5792.
 - (4) E-Mail: Venita Todd, Senior Contracts Administrator e-mail address is vtodd@octa.net.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, the Authority's interactive website, no later than January 14, 2011. Offerors may download responses from CAMM NET at www.octa.net/cammnet, or request responses be sent via U.S. Mail by e-mailing or faxing the request to Venita Todd, Senior Contracts Administrator.

To receive e-mail notification of Authority responses when they are posted on CAMM NET, firms 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:

Commodities for this solicitation are:

<u>Category(s):</u>	<u>Commodity(s):</u>
Professional Consulting	Transportation Planning
Professional Services	Engineering - Environmental
	Engineering – Traffic

Inquiries received after 5:00 on January 11, 2011, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on January 20, 2011.

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: Venita Todd, Senior Contracts Administrator**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
P.O. Box 14184
Orange, California 92863-1584
Attention: Venita Todd, Senior Contracts 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 five (5) copies** of its proposal in a

sealed package, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

RFP 0-1961 "Congestion Management Program Intersection Traffic Data Collection"

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 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. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. 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 wage schedules applicable at the time the work is in progress.

M. CONFLICT OF INTEREST

All Offerors responding to this Request For Proposals 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.

N. CODE OF CONDUCT

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

SECTION II

PROPOSAL CONTENT

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

Proposals should be typed with a standard 12 point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, excluding any appendices.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Venita Todd, Senior Contracts 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. Include name, title, address, and telephone number of the contract 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; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

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

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe experience in working with the various government agencies identified in this RFP.
- (4) Identify subcontractors by company name, address, contact person, telephone number 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 and telephone number 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) Provide education, experience, and applicable professional credentials of project staff.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel.
- (3) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (4) 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.
- (5) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (6) 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 work plan shall be of such detail to demonstrate the Offerors 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 from the project commencement date.
- (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 C.

4. Cost and Price Proposal

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

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. **Rates shall remain valid through the term of the Agreement.**

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 **March 7, 2011**.

2. Status of Past and Present Contracts Form

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. 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 and the contract has ended or will end in a termination, settlement, or litigation. A separate form must be completed for each contract. Offeror shall provide an accurate name and telephone number for each contract and indicate the term of the contract and the original contract value. If the contract was terminated, Offeror must list the reason for termination. Offeror must identify and state the status of any litigation, claims or settlement agreements related to any of the contracts. Each form must be signed by the Offeror confirming the information 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** **20%**

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** **25%**

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** **30%**

Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of labor distribution among the tasks; ability to meet the project deadline; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price** **25%**

Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of figures quoted; reasonableness of individual task budgets; basis on which prices are quoted.

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established **January 31, 2011** as the date to

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

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

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

C. AWARD

The Authority will evaluate the proposals received and will submit, with approval of the Highways Committee, the proposal considered to be the most competitive to the Authority's Board of Directors, for consideration and selection. The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

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.

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

SECTION IV
SCOPE OF WORK

**SCOPE OF WORK
CONGESTION MANAGEMENT PROGRAM
INTERSECTION TRAFFIC DATA COLLECTION**

PROJECT BACKGROUND

The Orange County Transportation Authority (OCTA) is the designated Congestion Management Agency (CMA) for Orange County. To ensure local jurisdictions' continued eligibility for state gas tax funds made available through Proposition 111, local jurisdictions must meet certain roadway Level of Service (LOS) standards. As the CMA, OCTA collects and compiles the traffic data needed to monitor local jurisdiction compliance with the LOS standards. The data collected under this project will provide traffic data input for the 2011 Congestion Management Program (CMP).

PROJECT DESCRIPTION

This project involves collecting traffic data for 98 intersections in Orange County (Attachment A) as defined by the CMP and conducting travel time runs. Counts shall be taken for three days (A.M. and P.M. peak period) for each of the 98 intersections defined in the CMP. Specific details on traffic count specifications and requirements are described below. Count data will be used for intersection-level analysis.

Travel time runs must be conducted on approximately 750 miles of arterial corridors throughout the county. Each corridor must have three travel time runs collected for each direction and for the A.M., mid-day and P.M. peak hours.

STUDY ORGANIZATION AND SCHEDULE

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

OCTA is concerned about the timely completion of the project. The schedule requires completion of the traffic counts for intersections on Attachment A, by May 6, 2011, and the completion of all data collection by November 4, 2011. Completion of the project, including submittal of final traffic data in both electronic and hard copy medium to OCTA, shall be no later than December 9, 2011. Data collection shall not be conducted during the periods specified in Task 2 Section D under "Work Program" below.

GENERAL CONDITIONS

- Consultant shall carry out the instructions as received from the OCTA project manager.
- OCTA may require periodic meetings to resolve technical issues. Detailed work objectives, the scope of work, the consultant's work schedule, and other related issues may be discussed and issues or problems shall be resolved at these meetings.

WORK PROGRAM

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

Task 1. Project Management

Task 1 is on-going throughout the duration of the project. It comprises of day-to-day project management including meetings, progress reports, tracking of schedules, invoicing and overall administration of the project.

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

Task 2. Turning Movement Count Data Collection

- A. Consultant shall perform manual intersection counts at ninety-eight (98) CMP intersection locations established in Attachment A, for the A.M. and P.M. peak periods. Note that the manual counts involve a person in the field counting cars. Automatic methods such as tube counts will not provide OCTA with adequate information.

- B. Consultant shall collect intersection geometry and operational characteristics for all intersections that are counted as a part of this project.
- C. The consultant's proposal should include a specific schedule for the traffic count data collection. Initial counts for the CMP intersections identified in Attachment A shall be completed by April 22, 2011. Any re-counts shall be completed by May 6, 2011. Counts may not be collected in times as noted in Section "D" below. Recounts will be required when the count data does not appear reasonable. OCTA will compare the 2011 CMP counts with prior year CMP counts. Completion of the CMP counts, including any re-counts and submittal of final traffic count data in both electronic and hard copy medium to OCTA shall be no later than May 6, 2011.
- D. Traffic data collection shall not be conducted during the Easter/Spring Break period between April 18 and April 29, 2011, during the summer holiday period between May 23, 2011 and September 9, 2011, and during the winter holiday period between November 22, 2010 and January 4, 2011. Due to disruption of travel patterns, no traffic data shall be collected on holidays, days of inclement weather such as heavy rainfall throughout the count period, during construction activities which reduce the number of travel lanes, or any incident that disrupts the normal flow of traffic without prior approval of OCTA.
- E. All traffic data shall be collected mid-week on Tuesday, Wednesday, and Thursday.
- F. All counts shall be taken on three (3) separate days. These counts need not be done on consecutive days or in one consecutive week.
- G. Consultant shall provide OCTA with a schedule (time and date) for all intersections, listed by jurisdiction, within **one week** from the award of the contract. OCTA shall be notified of any changes to the schedule 48 hours prior to the change.
- H. All manual intersection counts shall include the following:
 - 1. Counts of left turn, through, and right turn volumes in 15 minute increments.
 - 2. Pedestrian and bicycle counts shall be conducted simultaneously with intersection vehicle counts. Each of these counts should be distinguished from vehicle counts in data representations.

3. The above information shall be recorded on schematics of the intersections. An example of a diagram showing items 1-2 is included in the Traffic Manual Count Form (Attachment B) provided by OCTA.
 4. Right-turn overlap for each approach shall be indicated if applicable (green right turn arrow that is indicated during the left turn phase of the crossing street). A right-turn overlap is when the driver can make a right turn on a green right-turn arrow during the left turn phase of the crossing street. The item is a right-turn overlap if it applies to that intersection.
 5. Observed directional movements that are not cleared within a signal cycle shall be noted on the count form. The intersection does not clear when too many vehicles are stopped at an intersection for more than one cycle. Intersections as such must be noted.
- I. For each intersection that is counted, the Consultant shall create a diagram prepared in a logical, consistent format showing existing intersection lane configurations. This includes the number of lanes (left, through, right), turning pocket lengths, special turn treatments (protected-permissive left turns, restricted right-turns, etc), curb lane widths for all intersection approaches and a north arrow oriented to indicate directional traffic consistent with requirement "M" below. The curb lane width is the width of the rightmost lane closest to the curb. The diagrams are to be clearly titled with the intersection name. OCTA will make available to the Consultant lane configuration diagrams in Adobe Acrobat format prepared for the 2009 CMP. These diagrams include aerial photos of each intersection from 2008 aerial photography taken from the Pictometry software. Consultant shall update these diagrams through field checks of each intersection prior to the counts. The Consultant will be able to access the database of Pictometry aerial photographs at the OCTA offices in the City of Orange to create new or revised diagrams. Also note that Pictometry has the ability to estimate distances from aerial photos. The Consultant is allowed and encouraged to pursue other sources of aerial photographs if they are more current and have similar resolution as Pictometry. Other sources of aerial photography must have proper usage rights and be approved by OCTA. An example of a diagram is included in Attachment G.
- J. All data shall be checked to ensure it is reasonable.
1. Quality control checks shall be made by Consultant on all count data to check for reasonableness prior to submittal to OCTA. The quality control

checks shall include thorough review of data and comparisons against the previous CMP counts, which will be provided by OCTA. It is OCTA's preference that the quality control be performed by a qualified traffic engineer.

2. If, after review by OCTA and/or local jurisdictions, the data does not appear reasonable or is in error, Consultant shall conduct a re-count of the intersection(s) in question at no expense to OCTA. All CMP re-counts shall be completed by May 6, 2011.
- K. The A.M. and P.M. peak hours, as determined by the highest four (4) consecutive 15-minute continuous intervals, for each day counted, shall be determined from the count forms for each intersection. A three (3) day average count for each CMP intersection shall be calculated for both A.M. and P.M. peak hours. All count data submitted to the OCTA shall be both typewritten and in electronic format.
- L. Consultant shall average the three (3) day counts (adding all three day volumes for each movement and dividing by three) and submit to OCTA both the individual day counts and the average counts.
- M. The direction of traffic flow shall be described as travel in the cardinal direction.
- N. The A.M. peak period shall be between 6:00 A.M. - 9:00 A.M. and the P.M. peak period from 3:00 P.M. - 7:00 P.M. The A.M. and P.M. periods do not have to be on the same day.
- O. The interchange of Imperial Highway with Orangethorpe Avenue is grade separated. While the location is considered a single CMP intersection, it actually consists of three separate intersections. All three intersections must be counted, preferably on the same days. The Consultant shall note to OCTA any other CMP locations where there are multiple intersections.

Task 3. Turning Movement Count Data Compilation and Analysis

- A. The turning movement count data shall be provided digitally to OCTA in **two** formats:
 1. Compiled in space delimited ASCII format as described in Attachment C. The computer files shall include A.M. and P.M. peak-hour counts,

intersection geometrics, and signal phasing, in a format agreed upon by OCTA. Attachment D shows examples of both the required lane geometry file and turning movement count file. This format is consistent with the format of previous CMP counts. The raw count data shall also be provided to OCTA.

2. Compiled into the Universal Traffic Data Format (UTDF) version 6.0 or in NDS/Southland Car Counters style Excel spreadsheet. OCTA is currently developing a GIS-based Roadway Operation and Analysis Database System (ROADS) that will store various transportation data, including traffic counts. It is intended for ROADS to be able to read both of these formats. UTDF is a text based format developed to provide easy transfer of traffic data into the Synchro traffic signal analysis software developed by Trafficware. Data files in UTDF should be provided for intersection turning count data and geometrics. Attachment E includes a brief description of UTDF, along with an example. Attachment F includes an example of the NDS/Southland Car Counters style table.
-
- B. Prior to initiation of the counts, Consultant shall meet with OCTA staff to insure there is a clear understanding of the data format requirements.
 - C. Turning movement count data (hard copy and digital format) shall be hand-delivered to OCTA as it becomes available. The count data shall be received by OCTA within one (1) week from the actual field count date. Consultant shall deliver both an electronic copy (by email or hand-delivery) and a hard copy of the counts.
 - D. Digital versions of the prepared geometric diagrams.
 - E. The Consultant shall calculate Intersection Capacity Utilization (ICU) values for all of the intersections that counts were collected for. OCTA has a small, DOS based program that can calculate ICUs. Files developed in Section A of this task are used as input. To maintain consistency with the CMP analyses of previous years, the same program must be used. The Consultant shall provide the digital file output for each analyzed intersection to OCTA. The ICU values for all CMP intersections must also be summarized in a single table.

Task 4. GPS Corridor Travel Survey

- A. The Consultant shall perform GPS data collection for approximately 750 miles of arterial corridors throughout Orange County. Attachment H shows a map of the corridors for which GPS travel data shall be collected.
- B. Each GPS run must travel the entire length of the corridor. Data must be split out by corridor segment, and shall include travel speed, travel time, a ratio of the number of green lights passed versus the number of red lights passed (greens/red) and the number of stops made per mile. The length of each corridor segment must also be provided to allow for easier aggregation of the data.
- C. Corridor segments should be divided by major intersections (crossing points of the travel time evaluation corridors) and freeway crossings.
- D. The Consultant shall conduct AM, mid-day and PM peak hour GPS runs. The Consultant will work with OCTA prior to beginning the GPS travel surveys to determine appropriate peak hours. The Consultant shall conduct at least three GPS runs per direction in each time period. The headway between individual GPS runs should be approximately 20 minutes, though this is open to discussion with OCTA staff.
- E. Dates that the GPS runs are to be conducted on shall follow the same guidelines and restrictions explained in Task 2, Sections D and E. Likewise, GPS runs shall not be conducted on days when signal operation is significantly affected by other activities (such as if an important signal on the corridor is operating in flashing red mode due to construction).
- F. The Consultant shall provide summary tables of the travel data to OCTA in Excel format. The data should be split out by corridor segment and include the data for individual runs as well as an average for each corridor direction. The Consultant shall also create shapefiles of the GPS runs with average speeds, greens/red and number of stops per mile for the segments. The shapefiles must be used to create graphical maps of the same data items. All raw GPS travel survey data must also be provided to OCTA in electronic format. Raw GPS travel data must be split-out for each individual corridor run, beginning at the start of the corridor and finishing at the end of the corridor.
- G. OCTA has developed a new parameter to gauge the performance of an arterial corridor. This parameter is called the Corridor Synchronization Performance

Index (CSPI). The CSPI is estimated from the average speed, the number of greens/reds and the average number of stops per mile. The Consultant shall calculate the CSPI value for each arterial corridor. OCTA will provide further information to the selected Consultant on calculating the CSPI.

- H. The Consultant shall meet with OCTA staff to discuss the GPS data collection process. The data collection plan and proposed format in which data will be delivered must be approved by OCTA.
- I. The Consultant shall prepare a document that compiles the corridor travel survey data. The document shall include tables and maps of the survey data for the AM, mid-day and PM peak periods for each corridor. It shall also include a very brief summary of the project, and a brief appendix explaining the process used to collect the data.

Intersection Count List

Jurisdiction	Intersection/Interchange	Program	ID	RoadsID
Anaheim	Anaheim Blvd-I-5 NB Ramp/Katella Avenue	CMP	1	
Anaheim	Harbor Blvd./Katella Avenue	CMP	2	807
Anaheim	Harbor Boulevard/I-5 SB Ramps	CMP	3	373
Anaheim	Harbor Boulevard/SR-91 EB Ramps	CMP	4	367
Anaheim	I-5 NB Ramp/Harbor Boulevard	CMP	5	107
Anaheim	I-5 SB Ramps/Katella Avenue	CMP	6	359
Anaheim	Imperial Highway/Orangethorpe Avenue	CMP	7	166
Anaheim	SR-57 NB Ramps/Katella Avenue	CMP	8	16
Anaheim	SR-57 SB Ramps/Katella Avenue	CMP	9	20
Anaheim	SR-91 EB Ramp/Imperial Highway	CMP	10	114
Anaheim	SR-91 EB Ramps/State College Boulevard	CMP	11	8
Anaheim	SR-91 EB Ramps/Tustin Avenue	CMP	12	459
Anaheim	SR-91 WB Ramp/Harbor Boulevard	CMP	13	
Anaheim	SR-91 WB Ramp/Imperial Highway	CMP	14	361
Anaheim	SR-91 WB Ramp/State College Boulevard	CMP	15	149
Anaheim	SR-91 WB Ramps/Tustin Avenue	CMP	16	448
Brea	SR-57 NB Ramp/Imperial Highway	CMP	77	155
Brea	SR-57 SB Ramps/Imperial Highway	CMP	27	446
Brea	State College Boulevard/Imperial Highway	CMP	28	161
Brea	Valencia Avenue/Imperial Highway	CMP	29	156
Buena Park	Beach Boulevard/Orangethorpe Avenue	CMP	33	168
Buena Park	I-5 SB Ramps/Beach Boulevard	CMP	34	452
Buena Park	SR-91 EB Ramp/Beach Boulevard	CMP	35	455
Buena Park	SR-91 EB Ramp/Valley View Street	CMP	36	
Buena Park	SR-91 WB Ramp/Beach Boulevard	CMP	37	
Buena Park	SR-91 WB Ramp/Valley View Street	CMP	38	147
Costa Mesa	Harbor Boulevard/Adams Avenue	CMP	41	2517
Costa Mesa	I-405 NB Ramps/Harbor Boulevard	CMP	46	61
Costa Mesa	I-405 SB Ramps/Harbor Boulevard	CMP	42	64
County of Orange	SR-133 NB Ramps/Irvine Boulevard	CMP	56	
County of Orange	SR-133 SB Ramps/Irvine Boulevard	CMP	57	
Cypress	Valley View Street/Katella Avenue	CMP	78	7390
Dana Point	Crown Valley Parkway/Bay Drive/PCH	CMP	80	7862
Dana Point	Street of the Golden Lantern/Del Prado Avenue	CMP	81	7678
Dana Point	Street of the Golden Lantern/PCH	CMP	82	7925
Fullerton	Harbor Boulevard/Orangethorpe Avenue	CMP	85	3540
Fullerton	State College Boulevard/Orangethorpe Avenue	CMP	86	3547
Garden Grove	SR-73 WB Ramp/Valley View Street	CMP	94	141
Garden Grove	SR-73 WB Ramps/Harbor Boulevard	CMP	95	388
Huntington Beach	Beach Boulevard/405 SB Ramp/Edinger Avenue	CMP	96	236
Huntington Beach	Beach Boulevard/Adams Avenue	CMP	97	274
Huntington Beach	Beach Boulevard/Pacific Coast Highway	CMP	98	458
Huntington Beach	Beach Boulevard/Warner Avenue	CMP	99	7085
Huntington Beach	Bolsa Chica Street/Bolsa Avenue	CMP	100	3873
Huntington Beach	Bolsa Chica Street/Warner Avenue	CMP	101	3607
Huntington Beach	Pacific Coast Highway/Warner Avenue	CMP	102	336
Irvine	I-405 NB Ramps/Enterprise/Irvine Center Drive	CMP	108	1382
Irvine	I-405 NB Ramps/Jamboree Road	CMP	109	268
Irvine	I-405 SB Ramps/Irvine Center Drive	CMP	110	1385
Irvine	I-405 SB Ramps/Jamboree Road	CMP	111	273
Irvine	I-5 NB Ramps/Jamboree Road	CMP	112	241
Irvine	I-5 SB Ramps/Jamboree Road	CMP	113	55
Irvine	MacArthur Boulevard/Jamboree Road	CMP	114	4785
Irvine	SR-261 NB Ramps/Irvine Boulevard	CMP	58	
Irvine	SR-261 SB Ramps/Irvine Boulevard	CMP	59	
La Habra	Beach Boulevard/Imperial Highway	CMP	140	136
La Habra	Beach Boulevard/Whittier Boulevard	CMP	141	125
La Habra	Harbor Boulevard/Imperial Highway	CMP	139	303
Laguna Beach	El Toro Road/SR-73 NB Ramps	CMP	52	
Laguna Beach	El Toro Road/SR-73 SB Ramps	CMP	53	
Laguna Beach	Laguna Canyon Rd/SR-73 NB Ramps	CMP	54	
Laguna Beach	Laguna Canyon Rd/SR-73 SB Ramps	CMP	55	
Laguna Beach	Laguna Canyon Road/El Toro Road	CMP	142	367
Laguna Beach	Laguna Canyon Road/Pacific Coast Highway	CMP	143	319
Laguna Hills	I-5 SB Ramp/Avenue de la Carlotta/El Toro Road	CMP	144	7801
Laguna Niguel	Moulton Parkway/Crown Valley Parkway	CMP	151	5641
Laguna Niguel	Moulton Parkway/SR-73 SB Ramps	CMP	150	5031
Laguna Woods	Moulton Parkway/El Toro Road	CMP	60	8855
Lake Forest	I-5 NB/Edinger/El Toro Road	CMP	155	79
Lake Forest	Trabuco Road/El Toro Road	CMP	156	5930
Los Alamitos	I-605 NB Ramps/Katella Avenue	CMP	159	
Mission Viejo	I-5 NB Ramps/Crown Valley Parkway	CMP	161	352
Mission Viejo	I-5 SB Ramps/Crown Valley Parkway	CMP	162	311
Newport Beach	MacArthur Boulevard/Pacific Coast Highway	CMP	163	4846
Newport Beach	Newport Boulevard/Pacific Coast Highway	CMP	164	422
Orange	SR-55 NB Ramps/Sacramento/Katella Avenue	CMP	171	
Orange	SR-55 SB Ramps/Katella Avenue	CMP	172	
Placentia	Rose Drive/Imperial Highway	CMP	177	157
Placentia	Rose Drive/Tustin Avenue/Orangethorpe Avenue	CMP	178	7533
Placentia	SR-57 NB Ramps/Orangethorpe Avenue	CMP	179	187
Placentia	SR-57 SB Ramps/Jowa Place/Orangethorpe Avenue	CMP	180	469
San Juan Capistrano	I-5 NB Ramps/Ortega Highway	CMP	188	321
San Juan Capistrano	I-5 SB Ramps/Ortega Highway	CMP	189	330
Santa Ana	Harbor Boulevard/1st Street	CMP	190	2537
Santa Ana	Harbor Boulevard/Warner Avenue	CMP	191	2612
Santa Ana	I-5 SB Ramps/1st Street	CMP	192	216
Santa Ana	SR-55 SB Ramp/Auto Mall/Edinger Avenue	CMP	193	
Santa Ana	SR-55 SB Ramps/Irvine Boulevard	CMP	194	
Stanton	Beach Boulevard/Katella Avenue	CMP	227	185
Tustin	Jamboree Road/Edinger Avenue-NB Ramp	CMP	228	5403
Tustin	Jamboree Road/Edinger Avenue-SB Ramp	CMP	229	
Tustin	Jamboree Road/Irvine Boulevard	CMP	230	5418
Tustin	SR-55 NB Ramps/Edinger Avenue	CMP	231	
Tustin	SR-55 NB Ramps/Irvine Boulevard	CMP	232	
Westminster	Beach Boulevard/Bolsa Avenue	CMP	241	221
Westminster	Bolsa Chica Road/Garden Grove Boulevard	CMP	242	

ATTACHMENT B

RFP 0-1961

Weather : Clear

Counted by:

City Santa Ana

Study Name: 01900002

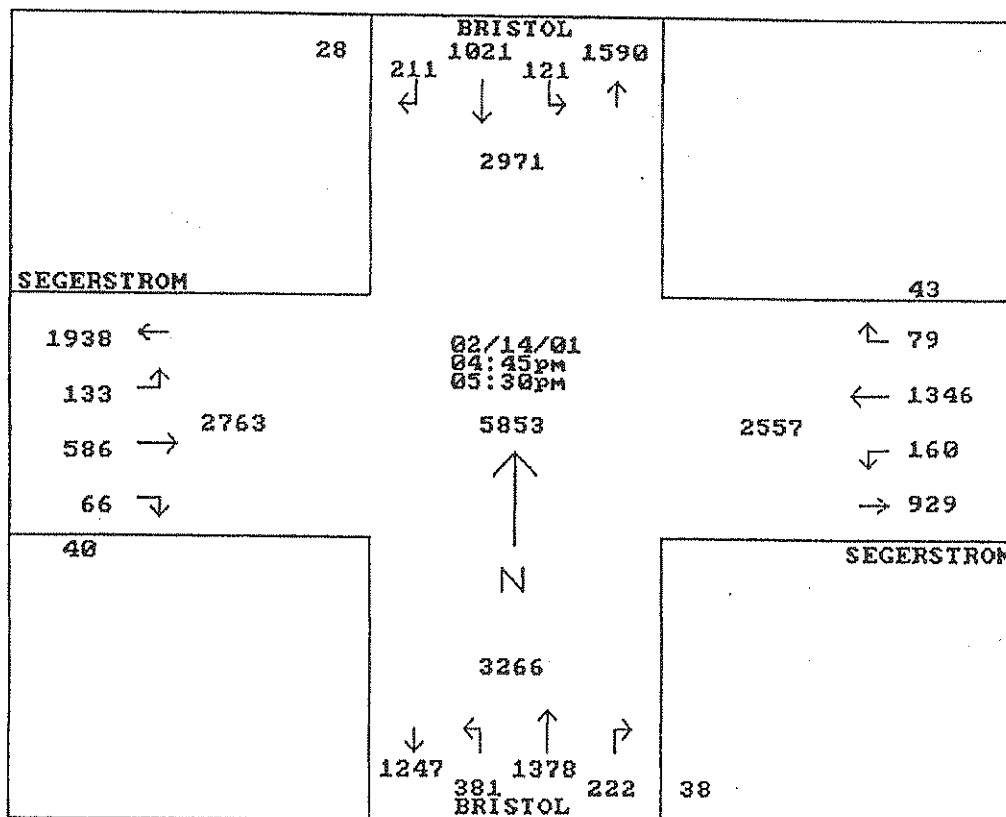
Site Code : 01900000

Start Date: 02/14/01

Page : 4

Movement 7

BRISTOL					SEGERSTROM					BRISTOL					SEGERSTROM					Intvl.
Southbound					Westbound					Northbound					Eastbound					
Start																				
Time	Left	Thru	Right	PEDS	Left	Thru	Right	PEDS	Left	Thru	Right	PEDS	Left	Thru	Right	PEDS	Total			
Peak Hour Analysis By Entire Intersection for the Period: 15:00 on 02/14/01 to 18:45 on 02/14/01																				
Time	16:45				16:45				16:45				16:45							
Vol.	121	1021	211	28	160	1346	79	43	381	1378	222	38	133	586	66	40				
Pct.	8.7	73.9	15.2	2.0	9.8	82.6	4.8	2.6	18.8	68.2	10.9	1.8	16.1	71.0	8.0	4.8				
Total	1381				1628				2019				825							
High	17:00				17:00				17:15				17:15							
Vol.	32	282	54	8	38	388	22	13	125	364	71	8	37	156	25	11				
Total	376				461				568				229							
PHF	0.918				0.882				0.888				0.900							



ICU PROGRAM Definitions

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

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

Intersection ID Number	Peak Hour Count											
	<u>NBL</u>	<u>NBT</u>	<u>NBR</u>	<u>SBL</u>	<u>SBT</u>	<u>SBR</u>	<u>EBL</u>	<u>EBT</u>	<u>EBR</u>	<u>WBL</u>	<u>WBT</u>	<u>WBR</u>

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

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

- Inter ID: An intersection ID number which matches to the ID number in the count file.
- YEAR: The year that count was taken at.
- STNS: North-South direction street name.
- STEW: East-West direction street name.
- JURIS: Location Jurisdiction
- MAPNO: Thomas Brother page number and location of each intersection.
- RNXX¹: Number of lanes in each XX movement
- Factor: Lost time factor to add time for yellow light, usually 0.05.
- Split: Is there an "split phase" at the signal, does left and through green light happen at the same time (both for NS and EW), (Y/N)
- FREEdd²: Is the right turn allowed at the red signal for each dd direction? (Y/N)
- RESdd: Is right turn allowed only at the green light for each dd direction ? (Y/N)
- VLAPdd: Is there green light right turn while through movement light is red for each dd direction? (Y/N)

¹ XX: NL,NT,NR,SL,ST,SR,EL,ET,ER,WL,WT,WR

² dd: NR,SR,ER,WR

Sample: ASCII FORMAT (FIXED FORMAT)

```

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

```

Sample: INTERSECTION COUNT FILE (SPACE DELIMITED)

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

UTDF Standards

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

Volume text file formats

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

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

Geometry text file format

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

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

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

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

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

RECORDNAME	NBL	NBT	NBR
Lanes	1	2	1
Shared		1	

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

RECORDNAME	NBL	NBT	NBR
Lanes	1	2	0
Shared		2	

APPENDIX F - Digital Traffic Count Formats.

1. NDS/FDS – Southland Car Counters

N-S STREET: Euclid St

DATE: 11/14/2006

LOCATION: City of Fountain Valley

E-W STREET: Talbert Ave

DAY: TUESDAY

PROJECT# 06-1316-025

[illegible]

TOTAL VOLUMES =	NL 263	NT 1177	NR 257	SL 1002	ST 1498	SR 422	EL 225	ET 2134	ER 114	WL 180	WT 923	WR 148	TOTAL 8343
--------------------	-----------	------------	-----------	------------	------------	-----------	-----------	------------	-----------	-----------	-----------	-----------	---------------

AM Peak Hr Begins at: 730 AM

PEAK VOLUMES =	144	596	148	556	799	255	116	1176	70	114	545	84	4603
PEAK HR. FACTOR:		0.941			0.970			0.896			0.929		0.944

CONTROL: Signalized

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

Start Date,11/1/2006
Start Time,07:00
Site Code,00000976
Street Name,EUCLID STREET--Southbound,, , LA PALMA AVENUE--Westbound,, , EUCLID
STREET--Northbound,, , LA PALMA AVENUE--Eastbound,, ,
Start Time,Right ,Thru ,Left ,Peds ,Right ,Thru ,Left ,Peds ,Right ,Thru
,Left ,Peds ,Right ,Thru ,Left ,Peds ,
07:00 AM,26,352,40,1,32,78,36,5,27,261,19,4,35,103,53,3
07:00 AM,0,1,0,0,0,0,0,0,0,0,0,0,0,0,0,0
07:00 AM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0
07:15 AM,32,338,34,2,26,141,37,0,19,264,27,0,35,201,53,4
07:15 AM,0,0,0,0,0,0,0,0,0,0,1,0,0,0,0,0
07:15 AM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0
07:30 AM,47,393,32,3,37,120,37,2,37,328,23,2,35,203,55,4
07:30 AM,0,2,0,0,0,0,0,0,0,0,0,0,0,0,2,0,0
07:30 AM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0
07:45 AM,44,381,38,2,55,149,46,3,37,295,31,2,59,233,38,5
07:45 AM,0,0,0,0,0,1,0,0,0,0,0,0,0,0,1,0,0
07:45 AM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0
08:00 AM,50,295,26,4,54,118,38,0,44,313,70,3,26,182,83,6
08:00 AM,0,0,0,0,0,0,0,0,0,0,2,0,0,0,0,0,0
08:00 AM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0
08:15 AM,47,256,46,5,60,109,29,0,32,223,24,5,40,185,42,5
08:15 AM,0,3,0,0,0,4,0,0,0,0,0,0,0,0,0,0,0
08:15 AM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0
08:30 AM,42,315,44,5,47,97,43,4,56,282,34,4,37,147,44,4
08:30 AM,0,0,0,0,0,0,2,0,0,0,0,0,0,0,0,1,0,0
08:30 AM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0
08:45 AM,26,275,51,4,40,106,43,2,44,241,19,2,32,133,29,2
08:45 AM,0,1,0,0,0,2,0,0,0,2,0,0,0,2,0,0,0

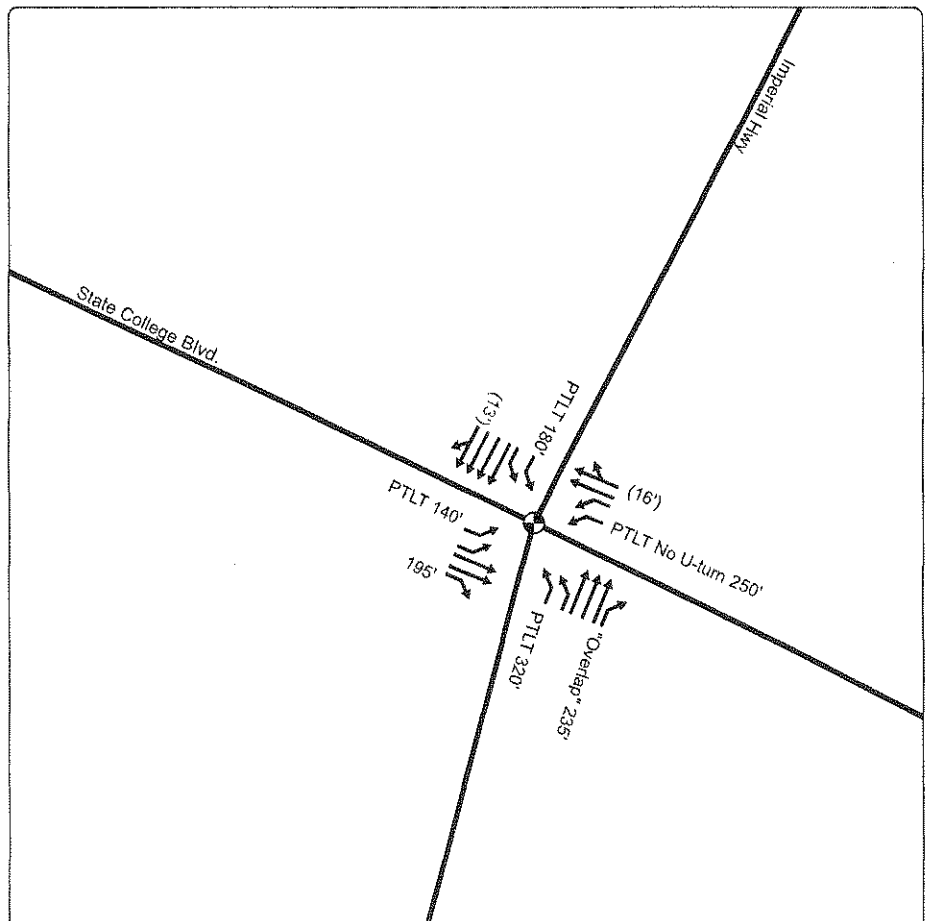
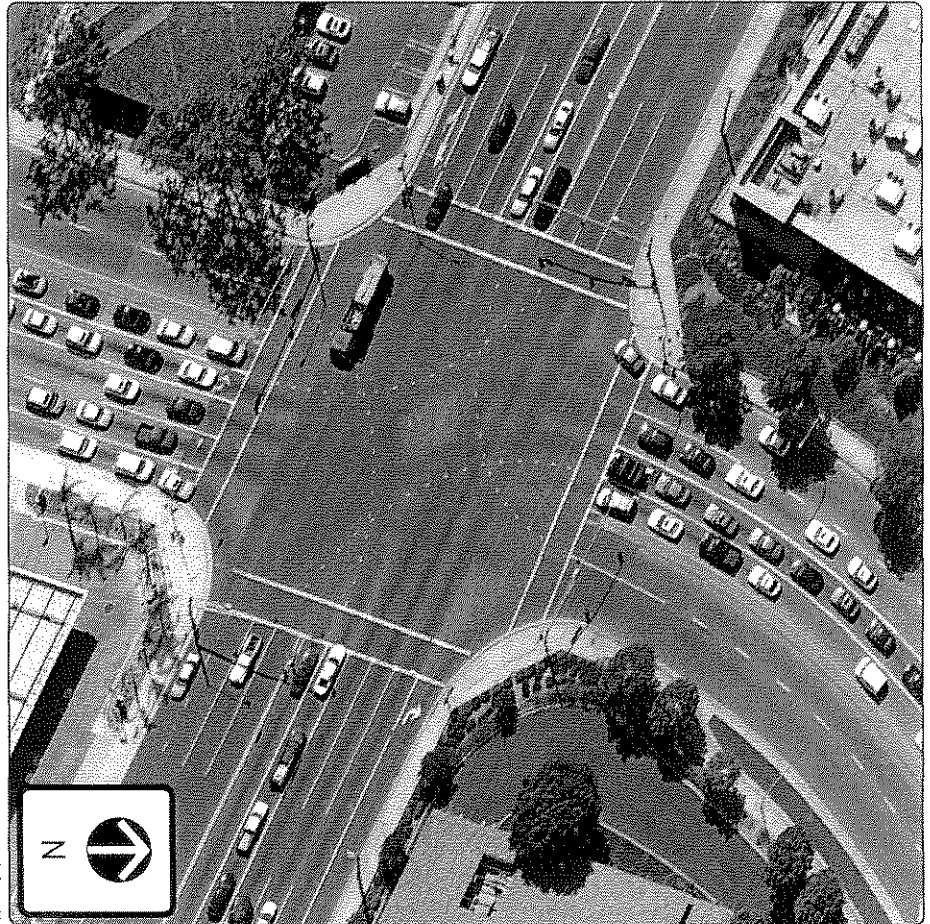
. . . (data removed from exhibit)

12:00 PM,32,195,37,4,53,118,61,5,28,219,62,4,43,92,60,4
12:00 PM,0,1,0,0,0,0,0,0,0,2,0,0,0,0,0,0,0
12:00 PM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0
12:15 PM,37,285,49,4,41,77,47,4,37,268,93,0,42,79,43,5
12:15 PM,0,0,0,0,0,1,0,0,0,0,0,0,0,0,1,0,0
12:15 PM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0
12:30 PM,28,292,47,4,36,110,68,2,30,254,37,4,52,116,31,5
12:30 PM,0,2,0,0,0,1,0,0,0,2,0,0,0,1,0,0,0
12:30 PM,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0,0
12:45 PM,25,272,54,5,40,98,45,2,23,260,98,5,40,103,27,2
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. . . (data removed from exhibit)

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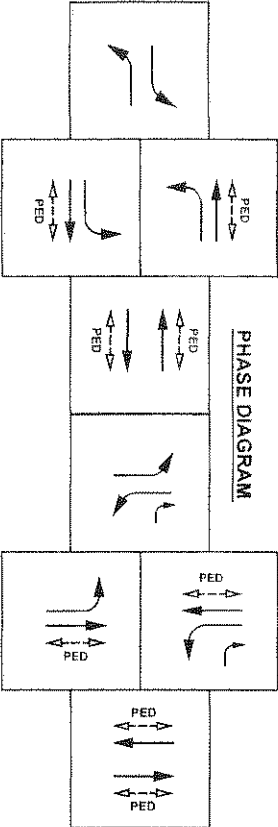
LEGEND

- Turn Lane
- Pocket Length (Lane Width)
- Traffic Signal
- PTLT Protected Left-Turn
- PMLT Permitted Left-Turn
- PPLT Protected/Permitted Left-Turn
- Uncontrolled Right-Turn
- Overlap Overlapped Right-Turn
- Resumed No Right-Turn on RED

Data Collected in 2009

STATE COLLEGE BLVD/IMPERIAL HWY
Brea, CA

CMP #28



SECTION V
COST AND PRICE FORMS

PRICE SUMMARY SHEET
REQUEST FOR PROPOSALS (RFP) 0-1961

Enter below the proposed price for each of the work phases described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, and profits. The Authority's intention is to award a firm-fixed price contract. Please denote the basis on which the prices are quoted.

<u>Task</u>	<u>Total</u>
Task 1:	_____

Task 2:	_____

Task 3:	_____

Task 4:	_____

Task 5:	_____

1. I acknowledge receipt of RFP 0-1961 and Addenda No.(s) _____

2. This offer shall remain firm for _____ days from the date of proposal
 (Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL _____

SIGNATURE OF PERSON
 AUTHORIZED TO BIND OFFEROR _____

SIGNATURE'S NAME AND TITLE _____

DATE SIGNED _____

SECTION VI
PROPOSED AGREEMENT

1 PROPOSED AGREEMENT NO. C-0-1961

2 BETWEEN

3 ORANGE COUNTY TRANSPORTATION AUTHORITY

4 AND

5 _____
6 THIS AGREEMENT is effective this _____ day of _____, 2011, by and
7 between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange,
8 California 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 provide professional
12 services for collecting traffic data for data input and future analysis for the 2011 Congestion
13 Management Program (CMP); 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 this 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.

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

Names

Functions

C. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. 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 execution by both parties, and shall continue in full force and effect through March 31, 2012, unless earlier terminated or extended as provided in this Agreement.

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>
-------------	--------------------	-------------------------

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 CONSULTANT has documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed all work required under the task. AUTHORITY's payment in full for any task completed shall not constitute AUTHORITY's final acceptance of CONSULTANT's work under such task; final

acceptance shall occur only when AUTHORITY's release of the retention described in paragraph D.

D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations under this Agreement, AUTHORITY shall retain percent five (10%) of the amount of each invoice submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and shall be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless AUTHORITY elects to audit CONSULTANT's records in accordance with Article 17 of this Agreement. If AUTHORITY elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of completion of such audit in an amount reflecting any adjustment required by such audit.

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

1. Agreement No. 0-1961;
2. Specify the task number for which payment is being requested;
3. The time period covered by the invoice;
4. Total monthly invoice (including project-to-date cumulative invoice amount); and retention;
5. Monthly Progress Report;
6. 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 backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) 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.

7. 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 \$(_____) and which shall include all amounts payable to CONSULTANT for subcontracts, leases, materials and costs arising from, or due to termination of, this Agreements.

ARTICLE 7. NOTICES

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

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Venita Todd, Senior Contract

Administrator

Ph: (714) 560 – 5427 Fax: (714) 560-5792

Email: vtodd@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of

CONSULTANT and not employees of AUTHORITY. CONSULTANT shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

ARTICLE 9. INSURANCE

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

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

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

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

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

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

B. Proof of such coverage, in the form of 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 the 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 the AUTHORITY.

C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement Number _____; and the Contract Administrator's Name, Venita Todd, Senior Contract Administrator.

D. CONSULTANT shall also include in each subcontract 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 0-1961; (3) CONSULTANT's proposal dated _____, ____; (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 suspension or change causes an increase or decrease in the price of this Agreement, or in the time required for its performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its claim for adjustment within ten (10) calendar days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT from proceeding immediately with the agreement as changed.

ARTICLE 12. DISPUTES

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

B. The provisions of this Article shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous

as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, CONSULTANT shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

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

ARTICLE 13. TERMINATION

A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part, by giving CONSULTANT written notice thereof. Upon said notice, AUTHORITY shall pay CONSULTANT its allowable costs incurred to date of termination and those allowable costs determined by AUTHORITY to be reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further 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 if CONSULTANT breaches any term(s) or violates any provision(s) 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 including, but not limited to, reprourement costs of the same or similar services defaulted 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 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 Services

TBD

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

of this Agreement. Consultant shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 17. CONFLICT OF INTEREST

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

ARTICLE 18. 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 19. 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 20. PROHIBITED INTERESTS

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

interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 21. 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 under this Agreement, 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 is 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 professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

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

ARTICLE 22. PATENT AND COPYRIGHT INFRINGEMENT

A. In lieu of any other warranty by AUTHORITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against AUTHORITY on account of any allegation that any item furnished under this

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

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

ARTICLE 23. FINISHED AND PRELIMINARY DATA

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

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

ARTICLE 24. HEALTH AND SAFETY REQUIREMENTS

CONSULTANT shall comply with all of the requirements set forth in Exhibit C, LEVEL I SAFETY SPECIFICATIONS. As used therein, "Contractor" shall mean "Consultant," and "Sub-contractor" shall mean "Sub-consultant."

ARTICLE 25. FORCE MAJEURE

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. 0-1961 to be executed on the date first above written.

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

By _____

Will Kempton
Chief Executive Officer

APPROVED AS TO FORM:

By _____

Kennard R. Smart, Jr.
General Counsel

APPROVED:

By _____

Kia Mortazavi
Executive Director, Planning

SECTION VII
FORMS AND OTHER EXHIBITS

LEVEL 1 SAFETY SPECIFICATIONS

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

SECTION VII

FORMS AND OTHER EXHIBITS

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 Orange County Transportation Authority 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

Jerry Amante, Chair

Patricia Bates, Vice Chair

Art Brown, Director

Peter Buffa, Director

Bill Campbell, Director

Carolyn V. Cavecche, Director

Larry Crandall, Director

William J. Dalton, Director

Paul G. Glaab, Director

Don Hansen, Director

Peter Herzog, Director

John Moorlach, Director

Shawn Nelson, Director

Janet Nguyen, Director

Miguel Pulido, Director

Tom Tait, Director

Gregory T. Winterbottom, 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 Orange County Transportation Authority 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 Orange County Transportation Authority 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 Orange County Transportation Authority 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 Orange County Transportation 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:
 - (1) Communicates directly, either in person or in writing, with a board member or alternate of the Orange County Transportation Authority or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;
 - (2) Communicates with an employee of the Orange County Transportation Authority or any of its affiliated agencies for the purpose of influencing a member's vote on the proposal; or
 - (3) Testifies or makes an oral statement before the Board of Directors of the Orange County Transportation Authority 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 AFFILIATED AGENCIES**

Board of Directors

Jerry Amante, Chair

Patricia Bates, Vice Chair

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Peter Buffa, Director

Bill Campbell, Director

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Larry Crandall, Director

William J. Dalton, Director

Paul G. Glaab, Director

Don Hansen, Director

Peter Herzog, Director

John Moorlach, Director

Shawn Nelson, Director

Janet Nguyen, Director

Miguel Pulido, Director

Tom Tait, Director

Gregory T. Winterbottom, Director

Status of Past and Present Contracts

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

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

Project city/agency/other:	
Contact name:	Phone:
Project award date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	

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 _____
Title _____

_____ Date

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