

1 **AGREEMENT NO. C-3-2069**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 **SIEMENS INDUSTRY, INC.**

6 **THIS AGREEMENT** is effective this 12<sup>th</sup> day of July, 2014, 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 Siemens Industry, Inc., 1266 North La Loma Circle, Anaheim, California 92806  
10 (hereinafter referred to as "CONSULTANT").

11 **WITNESSETH:**

12 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to provide call box  
13 maintenance services; 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 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CONSULTANT  
19 as follows:

20 **ARTICLE 1. COMPLETE AGREEMENT**

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

26 B. AUTHORITY's failure to insist in any one or more instances upon CONSULTANT's

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

7 **ARTICLE 2. AUTHORITY DESIGNEE**

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

10 **ARTICLE 3. SCOPE OF WORK**

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

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

<b><u>Names</u></b>	<b><u>Functions</u></b>
Chris Reyes	Area Manager
Shane Lentine	Call Box Superintendent
Steve Teal	Operations Manager
Michael Hutchens	Service/Project Manager
Rodney Ford	Lead Call Box Technician
Christopher Slocum	Superintendent

24 C. No person named in paragraph B of this Article, or his/her successor approved by  
25 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function  
26 or level of commitment hereunder be changed, without the prior written consent of AUTHORITY.

1 Should the services of any key person become no longer available to CONSULTANT, the resume and  
 2 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as  
 3 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key  
 4 person, unless CONSULTANT is not provided with such notice by the departing employee.  
 5 AUTHORITY shall respond to CONSULTANT within seven (7) calendar days following receipt of these  
 6 qualifications concerning acceptance of the candidate for replacement.

7 **ARTICLE 4. TERM OF AGREEMENT**

8 A. This Agreement shall commence July 1, 2014, and shall continue in full force and effect  
 9 through June 30, 2019, unless earlier terminated or extended as provided in this Agreement.

10 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an  
 11 additional twenty-four (24) months commencing July 1, 2019, and continuing through June 30, 2021,  
 12 ("Option Term"), and thereupon require CONSULTANT to continue to provide services, and otherwise  
 13 perform, in accordance with Exhibit A and at the rates set forth in Article 5, "Payment."

14 C. AUTHORITY's election to extend this Agreement beyond the Initial Term shall not diminish  
 15 its right to terminate the Agreement for AUTHORITY's convenience or CONSULTANT's default as  
 16 provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period  
 17 extending from July 1, 2014 through June 30, 2021, which period encompasses the Initial Term and  
 18 Option Term.

19 **ARTICLE 5. PAYMENT**

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

24 B. For the work satisfactorily performed by CONSULTANT's personnel under this Agreement,  
 25 AUTHORITY shall pay CONSULTANT at the rates specified in Exhibit B, entitled "Price Summary  
 26 Sheet", attached to, and by this reference, incorporated in and made a part of this Agreement. These

1 rates shall remain fixed for the term of this Agreement and are acknowledged to include  
 2 CONSULTANT's direct costs, indirect costs, taxes and profit. Furthermore, AUTHORITY shall  
 3 reimburse CONSULTANT for the exact amount of the expenses shown in Exhibit B, which are directly  
 4 incurred by its personnel in the performance of work under this Agreement. AUTHORITY will not  
 5 reimburse CONSULTANT for local meals or any other expenses not approved in the attached Exhibit  
 6 B.

7 C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding  
 8 to the work actually completed by CONSULTANT. Percentage of work completed shall be documented  
 9 in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice  
 10 submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be  
 11 requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY  
 12 may decline to make full payment until such time as CONSULTANT has documented to AUTHORITY's  
 13 satisfaction, that CONSULTANT has fully completed all work required. AUTHORITY's payment in full  
 14 shall constitute AUTHORITY's final acceptance of CONSULTANT's work.

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

- 20 1. Agreement No. C-3-2069;
- 21 2. Specify the labor for which payment is being requested;
- 22 3. The time period covered by the invoice;
- 23 4. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative  
 24 charges) performed during the billing period;
- 25 5. Itemized expenses including support documentation incurred during the billing  
 26 period;

6. Total monthly invoice (including project-to-date cumulative invoice amount);

7. Monthly Progress Report;

8. Certification 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.

9. Any other information as agreed or 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 One Million Six-Hundred Three Thousand Two-Hundred Sixty-Five Dollars (\$1,603,265.00) which shall include all amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

**ARTICLE 7. NOTICES**

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

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To CONSULTANT:

Siemens Industry, Inc.  
1266 North La Loma Circle  
  
Anaheim, CA 92806

ATTENTION: Steven Teal  
  
Operations Manager

Phone: (714) 630-2100

Email: steven.teal@siemens.com

To AUTHORITY:

Orange County Transportation Authority  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584

ATTENTION: Masih Bahadori  
  
Senior Contract Administrator

Phone: (714) 560 - 5841

Email: mbahadori@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;

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

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

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

10          C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement  
11 Number C-3-2069; and, Masih Bahadori, Senior Contract Administrator.

12          D. CONSULTANT shall be required to immediately notify AUTHORITY of any modification or  
13 cancellation of any required insurance policies.

14                   **ARTICLE 10. ORDER OF PRECEDENCE**

15          Conflicting provisions hereof, if any, shall prevail in the following descending order of  
16 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 3-  
17 2069;(3) CONSULTANT's proposal dated January 8, 2014 and CONSULTANT's revised cost proposal  
18 dated March 6, 2014; (4) all other documents, if any, cited herein or incorporated by reference.

19                   **ARTICLE 11. CHANGES**

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

1 CONSULTANT from proceeding immediately with the agreement as changed.

2 **ARTICLE 12. DISPUTES**

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

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

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

21 **ARTICLE 13. TERMINATION**

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



1 submit an invoice for work and/or services performed prior to the date of termination. AUTHORITY  
2 shall pay CONSULTANT for work and/or services satisfactorily provided to the date of termination in  
3 compliance with this Agreement. Thereafter, CONSULTANT shall have no further claims against  
4 AUTHORITY under this AGREEMENT. AUTHORITY shall not be liable for any claim of lost profits or  
5 damages for such termination.

6 **ARTICLE 14. INDEMNIFICATION**

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

13 **ARTICLE 15. ASSIGNMENTS**

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

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

20 CONSULTANT shall provide AUTHORITY, or other agents of AUTHORITY, such access to  
21 CONSULTANT's accounting books, records, payroll documents and facilities, as AUTHORITY deems  
22 necessary. CONSULTANT shall maintain such books, records, data and documents in accordance  
23 with generally accepted accounting principles and shall clearly identify and make such items readily  
24 accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4)  
25 years from the date of final payment by AUTHORITY. CONSULTANT shall permit any of the foregoing  
26 parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as

1 reasonably necessary.

2 **ARTICLE 17. CONFLICT OF INTEREST**

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

12 **ARTICLE 18. CODE OF CONDUCT**

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

16 **ARTICLE 19. FEDERAL, STATE AND LOCAL LAWS**

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

20 **ARTICLE 20. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

2 **ARTICLE 21. PROHIBITED INTERESTS**

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

6 **ARTICLE 22. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

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

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

**ARTICLE 23. 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 24. FINISHED AND PRELIMINARY DATA**

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

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

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

12 **ARTICLE 25. FORCE MAJEURE**

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

20 **ARTICLE 26. HEALTH AND SAFETY REQUIREMENTS**

21 CONSULTANT shall comply with all the requirements set forth in Exhibit C, Level 2 Safety  
 22 Specifications.

23 **ARTICLE 27. GENERAL WAGE RATES**

24 A. All laborers and mechanics employed by CONSULTANT or subcontractor at any tier  
 25 working on the project, will be paid unconditionally and not less often than once a week and without any  
 26 subsequent deduction or rebate on any account (except such payroll deductions as are permitted or

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

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

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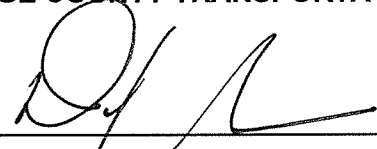
Upon execution by both parties, this Agreement shall be made effective July 1, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-3-2069 to be executed on the date first above written.

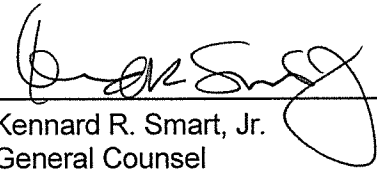
SIEMENS INDUSTRY, INC.

ORANGE COUNTY TRANSPORTATION AUTHORITY

By   
Chris Reyes  
Area Manager

By   
Darrell Johnson  
Chief Executive Officer

APPROVED AS TO FORM:

By   
Kennard R. Smart, Jr.  
General Counsel

APPROVED:

By   
Beth McCormick  
General Manager, Transit

Date 3/27/14



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## SCOPE OF WORK CALL BOX MAINTENANCE

### Background

The Orange County Service Authority for Freeway Emergencies (OC SAFE) requires the services of a contractor to maintain its freeway call box system. The authorization for Service Authorities for Freeway Emergencies was enacted in 1988 pursuant to Streets and Highway Code Sections 2550 *et seq.* The legislation provides for a \$1 per-year fee on motor vehicle registrations to fund the call box service and other SAFE services including the regional 511 Motorist Aid and Traveler Information System (511) and Freeway Service Patrol (FSP) programs.

The Orange County Transportation Authority (OCTA) administers the OC SAFE, which funds and operates the call box system in Orange County. The system includes solar-powered cellular telephones that motorists can use to contact an operator at the SAFE call center. OC SAFE currently operates 633 call box sites, with freeway sites spaced at approximately one-mile intervals along all Orange County freeways and along the San Joaquin Hills and Eastern/Foothill toll roads that are owned and operated by the Transportation Corridor Agency. The actual number of active boxes may fluctuate due to freeway construction projects, which often require the temporary removal of boxes.

The OC SAFE call answering center (CAC) is currently located in Riverside. Contracted call center operators, depending on the nature of the aid requested may forward the call to an Automobile Association, the motorist's family, another appropriate party, or may transfer the call to the California Highway Patrol (CHP), who may dispatch a Freeway Service Patrol unit, CHP field unit, or notify an emergency response provider.

All OC SAFE call boxes are equipped with Teletypewriter (TTY) capabilities that allow users to type and read rather than speak and hear in their communications with the call center and with CHP Dispatchers. All call box sites are to be configured for ADA accessibility, and must be accessible to individuals in wheelchairs.

All OC SAFE call boxes and call box sites shall be compliant with CHP, California Department of Transportation (Caltrans), and Motorist Aid guidelines. OC SAFE approved site types are included as Attachment D.

### Overview of Services

The services required of the Contractor include:

- 1) Contractor Facilities: Contractor shall maintain operating and storage facilities within close proximity to the service area.
  - a) Maintain administrative offices



- b) Maintain storage facility to store OCTA-owned inventory
- 2) Preventive Maintenance: Contractor shall perform preventive maintenance field visits to each box at least twice a year at approximate six-month intervals, to keep call boxes clean and operational. As preventative maintenance may require the assistance of CAC staff to test call box functionality, Contractor shall notify the CAC supervisor at the commencement of each major preventative maintenance cycle. Preventive maintenance activities shall include the following tasks:
- a) Establish, program, and maintain an automated call box failure notification and diagnostic reporting system
    - i) Each call box must be programmed to report to the maintenance server at least once every 72 hours.
    - ii) Provider must visit and perform on-site assessment, testing and maintenance (described below) for any call box that reports an issue, or fails to report as scheduled.
    - iii) Maintain accessibility to the call box (described below)
  - b) Schedule preventive maintenance site visits at least every six months
    - i) Maintain functionality of the call box (described below)
    - ii) Maintain accessibility to the call box (described below)
  - c) Take a photo of call box, including sign and location configuration and submit photo to OCTA Project Manager after each preventive maintenance visit.
- 3) Corrective Maintenance: Upon notification that a call box is out of service, whether by an individual, through the maintenance computer, or through failure to report to the maintenance computer, the Contractor shall (1) notify the OCTA Project Manager of the issue by e-mail, (2) determine the cause, (3) take the necessary action to restore the call box to operating condition, including the repair or replacement of parts, components and mountings as needed, and (4) notify OCTA Project Manager of the correction by e-mail.

Activities falling within the definition of "corrective maintenance" shall be performed within 24-hours of initial notification Monday through Friday, or by the end of the first business day following a weekend or holiday.

Requirements include:

- a) Maintain a notification telephone number and email address that is accessible to OCTA, the Call Answering Center, Caltrans, and the CHP, to report out-of-service or knocked-down call boxes.

- b) Correct issues discovered during preventive maintenance visits, reported by a person, reported through the automated maintenance and diagnostics checks, or discovered through a boxes failure to report as scheduled.
  - c) Repair or replace call boxes that have been knocked down or damaged.
  - d) Maintain functionality of the call box (described below)
  - e) Maintain accessibility to the call box (described below)
- 4) Removals and Reinstallations: Contractor shall remove and store call boxes from existing locations on an as-needed basis to accommodate freeway construction and other projects at the request of OCTA. OCTA retains ownership of call boxes authorized for removal, and Contractor shall make all removed call boxes available for reinstallation. Relocation of a call box will include, but is not limited to, removing the call box and mounting from its existing location and installing it at a new location as directed by OCTA. Contractor shall:
- a) Coordinate the removal, de-activation, and storage of call boxes as requested by OCTA's Project Manager.
  - b) Maintain proper inventory documentation and coordinate re-installation tasks including permitting, site approval, installation, and activation.
  - c) Coordinate activities to expedite the re-installation of call box sites after Caltrans construction projects are completed. Contractor is not responsible for design work should any be necessary for the reinstallation of call boxes at new locations.
  - d) There are currently no plans to permanently remove call boxes from the system, permanent removals would be limited to 10 percent per year if planned during the contract term.
    - i) All requests for removal of a call box must be processed through the OCTA Project Manager or designee.
      - Any requests that come directly to the Contractor must be referred to the OCTA Project Manager.
    - ii) Contractor must remove call box and all mounting equipment.
    - iii) Contractor must store OCTA-owned call boxes, mounting equipment, etc. in its storage facility.

- iv) For any call box permanently removed, the pad, guardrail, and any other equipment added to the site must be removed, and the site must be returned to its previous condition.
- e) Removals must be completed within 48 hours of notification.
  - i) All requests for temporary removal of a call box must be processed through the OCTA Project Manager or designee.
    - Any requests that come directly to the contractor must be referred to the OCTA Project Manager.
  - ii) Contractor must remove call box and all mounting equipment.
  - iii) Contractor must store OCTA-owned call boxes, mounting equipment, etc. in its storage facility.
  - iv) OCTA will provide notification when a call box is to be reinstalled.
- 5) Knockdown, Vandalism, and Other Similar Repairs: Contractor may become aware of damage to call boxes in various ways, including receiving notification from the OCTA, the CAC, or the CHP, by observing the damage, or by receiving a signal from the call box's built-in sensor that it is no longer perpendicular to the ground. Once informed of damage, Contractor shall:
  - a) Perform maintenance repairs and/or replacements required because of damage by vandalism or other willful acts, collisions and other accidents, and other causes.
    - i) Maintain functionality of the call box (described below)
    - ii) Maintain accessibility to the call box (described below)
    - iii) If no foundation work is required, Contractor shall have the call box placed back in service by 4 p.m. on the same day for events reported by 9 a.m. on a workday.
    - iv) For events reported after 9 a.m., the call boxes shall be operable by 4 p.m. the following workday.
    - v) If foundation work is required, Contractor shall have the call box placed back in service by 4 p.m. on the second workday following notification.
    - vi) For events reported on a holiday or weekend, the call box shall be repaired by 4 p.m. on the first workday if no foundation work is required or by 4 p.m. on

the second workday following the notification of the event if foundation work is required.

- b) Within one working day of becoming aware of damage to any call box by vandalism or other willful acts, collisions or other accidents:
    - i) Contractor shall notify OCTA of the damage, specifying the box number, location, and date the damage was discovered.
    - ii) Notification to OCTA shall be by email.
  - c) Within one working day of completing repair if damage to any call box by vandalism or other willful acts, collisions or other accidents, Contractor shall notify OCTA of the cost of such repairs.
    - i) The cost, including all individual parts and labor hours used, will be sent to the OCTA Project Manager via email, along with a photo of the damaged call box.
  - d) The average number of knockdowns is approximately 65 per year.
- 6) Refurbish: Contractor shall refurbish all OC SAFE call boxes as scheduled or necessary by repainting or replacing faded or badly sun damaged call box housings and call box signs. Contractor shall also maintain functionality of the call box and maintain accessibility to the call box as part of refurbishing the call box.

Contractor shall refurbish half of the freeway call boxes within the first contract year, and half during the second contract year. The color of all call boxes shall be Pantone® yellow or approved equivalent. Call box signs will be replaced with metal call box signs, as outlined within this scope of work.

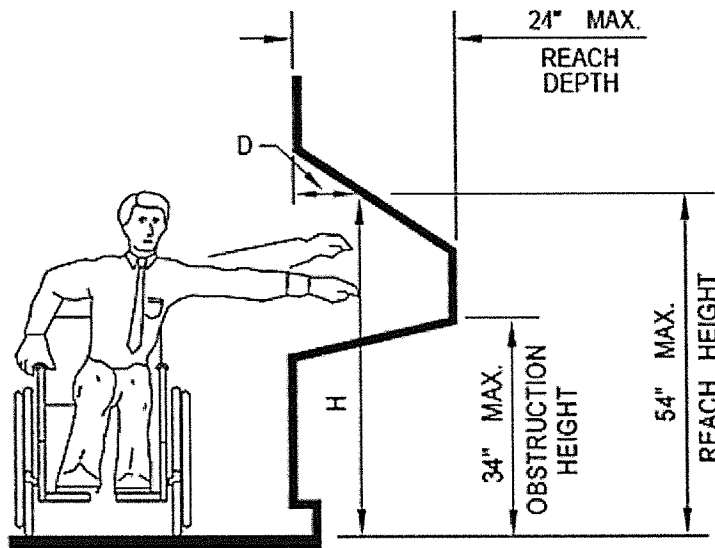
- 7) Retrofits: Contractor shall perform any upgrades or conversions of call boxes requested by OCTA. This may include, but is not limited to, converting the call boxes or changing SIM cards to maintain cellular telephone service. If so requested, Contractor shall provide all materials, parts and labor required to complete the conversion. If known in advance, work may be performed as part of the preventive maintenance visit.
- 8) Maintain functionality of the call box: Maintenance includes all repairs to the call box required to maintain a functional call box. Maintain functionality includes proper mounting and placement of all necessary hardware, components, and signage. Contractor shall:

- a) Perform physical, functional, and diagnostic testing as necessary to diagnose issues with the call box. Perform physical assessment of sign poles, mounds, hardware, components, and signs to assure that they are properly secured.
- b) Restore or replace the box assembly and other structural components so that they retain the size, shape and appearance of the boxes currently in use and meet National Cooperative Highway Research Program (NCHRP) Report 350 requirements. NCHRP establishes the standard for safety features and appurtenances used on highways.
- c) Repair or replace all other component parts of the call boxes with components that function in the same manner as current components unless a difference is approved by the OCTA. This applies to all TTY keyboards, displays, handsets, electronic parts, transceivers, power-supply parts (batteries and solar panels) and any other parts or appurtenances whatsoever. Repair/replace components as necessary to maintain functionality
  - i) Tighten and secure call box casing, doors, handset, buttons, keyboards, signs, cables, solar panels, and components.
  - ii) Clean/refurbish/replace call box casing, doors, handset, keyboard, signs, solar panels, and other required components, as necessary to assure functionality, visibility, and cosmetic appeal.
- d) Ensure that the interface protocols between the cellular phones and the cellular carrier's system and between the cellular phones through the carrier's system and the CAC remain as they are with the current call box system.
- e) Test to assure call box functionality
  - i) Perform test call to the CAC.
  - ii) Test TTY and other accessibility devices to assure that the call box meets ADA functionality requirements
- f) Contractor is to carry normal replacement parts with them to all call box visits. If a contractor is unable to put a call box back in service during the first visit, due to unusual circumstances, Contractor shall:
  - i) Secure a cover with the words "Out of Service" over the call box
  - ii) Take a photo of the out of service call box
  - iii) Notify the OCTA Project Manager by email, including a photo of the covered box, including the call box sign.
    - When the call box is placed back in service, Contractor shall remove the cover and email a photo of the repaired call box to the OCTA Project Manager.
    - All photos are to include the call box, call box sign, and immediate area of the call box.

- 9) Maintain Accessibility to the Call Box: Throughout the term of the Agreement, Contractor shall keep call box sites accessible to persons with disabilities, clean, and free of rubbish and debris. Materials and equipment shall be removed from the site as soon as they are no longer needed, including removal of pad material and handrails. Contractor shall:
- a) Perform physical assessment of site to assure that the call box meets physical ADA and California Division of State Architects (DSA) / Department of General Services (DGS) accessibility, path of travel, and reach requirements (most current language included below).
  - b) Maintain site accessibility compliant with ADA and California DSA/DGS definitions and guidelines (Included below).
    - i) Accessible [DSA] - A site, building, facility, or portion thereof that is approachable and usable by persons with disabilities in compliance with this code.
    - ii) Accessible Means of Egress [DSA] - A continuous and unobstructed way of egress travel from any accessible point in a building or facility to a public way.
    - iii) Accessible Route [DSA] - A continuous unobstructed path connecting accessible elements and spaces of an accessible site, building or facility that can be negotiated by a person with a disability using a wheelchair and that is also safe for and usable by persons with other disabilities. Interior accessible routes may include corridors, hallways, floors, ramps, elevators and lifts. Exterior accessible routes may include parking access aisles, curb ramps, crosswalks at vehicular ways, walks, ramps and lifts.
    - iv) Path of Travel [DSA] - An identifiable accessible route within an existing site, building or facility by means of which a particular area may be approached, entered and exited, and which connects a particular area with an exterior approach (including sidewalks, streets, and parking areas), an entrance to the facility, and other parts of the facility. When alterations, structural repairs or additions are made to existing buildings or facilities, the term "path of travel" also includes the toilet and bathing facilities, telephones, drinking fountains and signs serving the area of work.
    - v) Pedestrian [DSA] - An individual who moves in walking areas with or without the use of walking assistive devices such as crutches, leg braces, wheelchairs, white cane, service animal, etc.
    - vi) Reach Guidelines / Reach Range Limits [DSA] - Taken from the 2011 DSA Access Compliance Reference Manual. The reach range limits diagram

illustrates the specific requirements of the regulation, and is intended as an aid in design and installation (Adapted from ATM reach range limits).

## Reach Range Limits



(d) REACH RANGE LIMITS

### CORRESPONDING REACH HEIGHTS FOR GIVEN DEPTHS :

WHEN D = 10"	OR LESS,	H = 54" MAX.
WHEN D = 10"		H = 53.5" MAX.
WHEN D = 12"		H = 53.0" MAX.
WHEN D = 13"		H = 52.5" MAX.
WHEN D = 14"		H = 51.5" MAX.
WHEN D = 15"		H = 51.0" MAX.
WHEN D = 16"		H = 50.5" MAX.
WHEN D = 17"		H = 50.0" MAX.
WHEN D = 18"		H = 49.5" MAX.
WHEN D = 19"		H = 49.0" MAX.
WHEN D = 20"		H = 48.5" MAX.
WHEN D = 21"		H = 47.5" MAX.
WHEN D = 22"		H = 47.0" MAX.
WHEN D = 23"		H = 46.5" MAX.
WHEN D = 24"		H = 46.0" MAX.

- c) Maintain 5x5 concrete pads where present. Notify OCTA Project Manager of sites that do not meet accessibility standards, with or without a 5x5 concrete pad.

- d) Perform minor cleaning of the pathway and area surrounding the call box, to assure accessibility. Includes minor pruning, mowing, pulling of weeds, and debris removal in the immediate area of, and pathway to the call box.
  - e) Reconfigure installation type or relocate call box as necessary to maintain accessibility due to Caltrans design changes including barriers, guardrails, curbs, or other obstructions.
- 10) Add Call Boxes: Contractor shall install additional call boxes along freeways, highways, toll roads, and other locations at OCTA's request. Adding call boxes does not include reinstalling call boxes that have been removed for construction, whether installed in the same or a different location. There are currently no plans to add call boxes during the contract term.
- 11) Call Box System Database Maintenance and Updates:
- a) Contractor shall maintain an accurate, up-to-date database containing information on the entire call box system as detailed in Attachment A.
    - i) Contractor shall provide OCTA with 24-hour-per-day, 7 day per week remote access to the Call Box System Database and the maintenance management system.
    - ii) Contractor shall provide a copy of the call box database in Microsoft Access database file or similar compatible database or table file format bi-annually, and as requested.
  - b) The Call Box System Database shall include maintenance information on the call box system. This information shall include:
    - i) Description of all corrective maintenance visits including the call box sign number, date and time of work-order issue date, date and time of visit, and other date and time when work is completed (if different from the first visit) and description of work performed;
    - ii) Description of preventive maintenance visits including the call box sign number, date and time of visit, and description of work performed if it deviates from the standard preventive maintenance requirements;
    - iii) Description of other site work including, but not limited to the following: knockdowns; vandalism; sign repair; other call box repairs; site repairs; CHP-reported damages or failures; removals; reinstallations; and pad maintenance.



- These entries should also include the work-order issue date and time (alarm date where applicable), site visit date and time, sign number, and date and time of completion.

iv) Monthly summary report with the number of call box calls that were blocked by the cellular system or that encountered a "system busy" response from the cellular network.

c) On each site visit, Contractor shall complete and retain a System Operation and Site Condition Form, or electronic equivalent, as shown in Attachment B. The completed form, or an electronic equivalent, shall be maintained in the Contractor's files for the term of the agreement, and for one year thereafter. Site condition forms or electronic equivalent shall be made available to OCTA upon request.

d) The Call Box System Database shall include all information relating to system components. This information includes, but is not limited to, controller card type, electronic serial number, transceiver model and type.

e) The Call Box System Database shall include electronic call box pictures and updated and complete latitude-and-longitude data. Contractor shall furnish all equipment and materials necessary to provide this data.

12) Reports to the OCTA: Contractor shall deliver the following reports to the OCTA:

a) Daily email summary of all call box alarms and call boxes that have failed to report to the maintenance server.

b) Daily email notification of call boxes determined to be knocked down or vandalized, as soon as it is discovered or determined.

c) A knockdown / vandalism repair invoice and photo of damage electronically delivered within 24 hours of the repair.

d) Monthly report identifying each call box that is out of service, the reason it is out of service, and the expected in-service date. Report is to include call boxes temporarily removed for construction or other purposes. Report is to be delivered by 9:00 am on each Tuesday.

e) Monthly report of OCTA owned inventory and stock on hand for the project (with the monthly invoice).

f) Monthly certified payroll report (with the monthly invoice)

- g) An electronic file of the entire System Installed Report Specifications (as defined in Attachment A) in a MS Access or MS Excel table format annually, or when updates are requested.

13) Additional Requirements

- a) Rights of Entry and Permits: Contractor shall be responsible for preparing and obtaining all rights of entry, encroachment permits and other licenses or permits required to perform the work. All cost associated with securing and maintaining required permits are to be included in the flat fee.
- b) Materials, Equipment, etc.: Contractor shall perform all work necessary to maintain the OC SAFE call box system in a satisfactory manner. Unless otherwise provided, Contractor shall furnish all materials, equipment, tools, labor and incidentals necessary to complete the services included for the specified flat fee.
- c) Call Box Signage: Call box signs shall be as follows:

Pre-refurbish sites shall be 36" tall, 30" wide blue engineering-grade fiberglass signs with 6" white call box lettering. County lettering or overlay shall contain 2" white lettering, or OCTA approved equivalent. Call box number lettering or overlay shall contain 3" white lettering, or OCTA approved equivalent.

Post-refurbish sites shall be 36" tall, 30" wide blue diamond-reflective metal signs with 6" white diamond grade reflective call box lettering. County lettering shall contain 2" white diamond grade reflective adhesive lettering, or OCTA approved equivalent. Call box number and lettering shall contain 3" white diamond grade reflective adhesive lettering, or OCTA approved equivalent.

Contractor shall assure that all call box signs comply with California Department of Transportation requirements, as outlined in policy SG25, or any subsequent replacement policy, and California Manual on Uniform Traffic Control Devices (CMUTCD) guidelines. A copy of policy SG25 is included as Attachment C. Additional information on MUTCD guidelines is available at <http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/>.

- d) Materials Condition and Workmanship: All materials, parts and equipment furnished by Contractor shall be high grade and free from defects. Quality of work shall be in accordance with generally accepted standards. Materials and quality of work shall be subject to the OCTA Project Manager's or a designated representative's approval. Contractor shall be responsible for storing and maintaining materials in a manner that preserves their quality and fitness for use on the Project.

- e) Plans and Specifications: Contractor shall keep at its field office a copy of all plans and specifications referred to herein, to which OCTA shall have access at all times. OC SAFE callbox plans and specifications shall only include site types referenced in Attachment D.
- f) Labor: Only competent workers shall be employed for tasks under this Agreement. Any person found by OCTA to be incompetent, disorderly, working under the influence of alcohol or controlled substances, unsafe or otherwise objectionable shall be removed by Contractor and not re-employed for services under this Agreement.

Portions of this scope of work have been determined to be subject to prevailing wage requirements by the California Department of Industrial Relations (DIR). Labor must be paid in compliance with DIR requirements. Contractor shall submit certified payroll reports demonstrating compliance with the monthly invoice.

For additional prevailing wage information, please refer to the Department of Industrial Relations: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

- g) Inspection: All performance (including services, materials, supplies, and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and approval by the OCTA Project Manager or a designated representative. Any OCTA authorized representative shall have access to the field office. Approval by the OCTA Project Manager that services meet required performance measures shall precede issuance of quarterly performance adjustments.
- h) Warranty: Contractor shall warrant all materials and parts for one year from date of installation.
- i) Reuse of Parts: Contractor may reuse parts that have been damaged or replaced assuming Contractor is able to repair the parts so that the functionality is not degraded.
- j) Reserve Inventory: Contractor will be required to maintain a local inventory of call box equipment, parts, and materials reasonably necessary to fulfill its duties under this Agreement. Contractor is to maintain their local inventory within close proximity to the service area.
- k) Storage of Materials: Contractor shall store call box housings, electronics, poles, and all other parts and materials within the contractor's warehouse. The Contractor shall be responsible for assuring the security of the storage facility, and must report any problems to the OCTA Project Manager.

- l) Communication: Contractor shall ensure that its field technicians have the necessary communication devices for interacting efficiently with the OCTA Project Manager or other designated representatives. The devices to be provided include but are not limited to a cellular phone or other device with telephone, photo, and email services capabilities.

**Basis for Compensation – Flat Fee plus Time and Materials**

The Contractor shall be compensated based on the following:

- A flat fee per call box per month for selected service elements
- A flat fee per call box for refurbishment services, and
- A time-and-materials basis for other elements.

1) Flat Fee: The flat fee must include all the following service elements:

- a) Contractor operating and storage facilities.
- b) Contract Transition.
- c) Preventive maintenance
- d) Corrective maintenance.
- e) Removals and reinstallations not exceeding five percent of the average number of boxes in service during each year.
- f) Knockdown, vandalism and other repairs not exceeding ten percent of the average number of boxes in service during each year.
- g) Retrofits performed during regular preventive maintenance visits.
- h) Maintaining functionality of the call box.
- i) Maintaining accessibility to the call box.
- j) Call Box System Database Maintenance and Updates.
- k) Maintaining plans and specifications.
- l) Rights of Entry and Permits.
- m) Reports to OCTA.
- n) All items listed as additional requirements, including materials, warranties, labor, storage and communications.

The fee must include all listed items, and knockdown/vandalism repair incidents that are equal to or less than ten percent of the average number of call boxes in service during the twelve months of the preceding year of the contract. Other required or requested repairs that cannot be reasonably accomplished during regular scheduled preventive maintenance visits and knockdown or vandalism repairs exceeding ten percent shall be completed on a time-and-materials basis

- 2) Call Box Reduction: Although there are currently no plans to reduce the number of call boxes, the OCTA reserves the right to reduce the number of call boxes at anytime during this agreement.
- 3) Refurbishment: OCTA shall pay Contractor on a per-box basis for scheduled refurbishments.
- 4) Time and Materials: OCTA will pay Contractor on a time-and-materials basis for the following service elements:
  - a) Retrofits and changes that cannot be easily accomplished during a regularly scheduled preventive maintenance visit.
  - b) Additional call boxes that are added to the network. Does not include construction removals, reinstallations or relocations up to five percent each year.

System Database Specifications

	Update When Site Changed	Update When Site Installed	Update w/ Maintenance Visit
Call Box Sign Number	✓	✓	
Automatic Number Identification (ANI)	✓	✓	
International Mobile Station Equipment Identification Number (IMEI) or Electronic Serial Number (ESN)	✓	✓	
Mile Post Mark	✓	✓	
Pedestrian Pad Type	✓	✓	
Pedestrian Pad Size	✓	✓	
Site Type	✓	✓	
Retaining Wall Height (provide range)	✓	✓	
Handrail at Site?	✓	✓	
Direction Installed on Highway	✓	✓	
Text Description of Location	✓	✓	
Text Description of Best Access	✓	✓	
Dispatch Center Assigned to Answer Calls	✓	✓	
Latitude / Longitude and Differential Correction Method using Global Positioning System (GPS)	✓	✓	
Site Installation Date	✓	✓	
In Service or Out of Service	✓		
Removal Date	✓		
Reinstall Date	✓		
Call Box Phone Telephone Number	✓	✓	
Dispatch Center Telephone Number	✓	✓	
Alarm Telephone Number	✓	✓	
Maintenance Telephone Number	✓	✓	
Install Notes – Unusual-installation notes	✓	✓	
Smart Call Box Devices Installed? Type?	✓	✓	
Controller Card Type (e.g., "150", "SRC") and Version Number with Date of Installation	✓	✓	
Transceiver Type / Model with Date of Installation	✓	✓	
Dates of all Preventive Maintenance Visits to Site	✓		✓
Dates and Descriptions of all Corrective Maintenance (CM) or Above Agreement Activities at Site	✓		✓
Work Order Numbers for all CM and AC activities at Site	✓		✓
Digital Site Photographs	✓	✓	

System Operation and Site Condition Form

Sign Number	CHP Location Data
Installation Location Data	Date of Inspection
ANI	Time of Inspection
Telephone Number	Notes
Site Type	

Operational Tests	Yes/No	Visual Inspection	Yes/No
Handset sits in cradle properly		Call box orientation correct	
Ringing is heard		Outer door functions properly	
Fully duplex communications is established		Housing parts secure	
Audio quality good		User instructions attached	
ANI requested by CHP and sent by call box		Handset retaining mechanism functions	
ANI verified by CHP		Handset cable armored	
Location data verified by CHP		Anti-theft label attached	
Sign Number verified with CHP		Weep hole clear	
Phone number verified with CHP		Handset is hearing aid compatible	
Feedback audible during process		Tamper-proof hardware used on solar panel	
Terminate command received by call box		Solar panel hardware secure	
Call box connection terminated		Solar panel correctly oriented and clear	
TTY keyboard functions and messages are received by call answering center.			

Site Inspection	Yes/No	Virtual Hold Testing	Yes/No
Handrail installed properly		Virtual hold functions properly	
Handrail constructed properly		Full duplex dropped	
Site not obstructed		Feedback heard in handset	
Site grading and preparation IAW plans		Beep heard in handset (CHP call back)	
Site retaining/foundation wall construction IAW plans		Full duplex reestablished	
Shoulder is 8 ft minimum		ANI Requested by CHP and sent by call box	
Breakaway base orientation correct		<b>SONALERT TESTING</b>	
Operations height limit set @ 54"		Sonalert audible	
Pad height @ ½" above grade		Sonalert functions IAW specs	
Pad alignment and interface IAW plans		Sonalert terminates properly	
Opposite box pairing within limits		Add-On Components	Yes/No
Holes in pad filled (large pads only)		Feature operational	



California Department of Transportation Policy SG25

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

MUTCD NUMBER None

CODE SG25



NOTES:

1. County , Route and Location Number will vary, specify when ordering.
2. Line 1, County may be abbreviated Co., when using a longer county name.

SIGN	DIMENSIONS (INCHES)								
	A	B	C	D	E	F	G	H	J
SPECIAL	12	18	3/8	1-1/2	2	1C	3D	1-1/2	1-1/2C
SPECIAL	18	24	1/2	1-1/2	2-1/2	1-1/2C	4D	2-1/2	2C
STANDARD	30	36	3/4	1-1/2	4	2C	6E	3	3D

COLORS  
 BORDER & LEGEND - WHITE (REFLECTIVE)  
 BACKGROUND - BLUE (REFLECTIVE)

**POLICY: SG25**

The CALL BOX sign (SG25) is used to designate call boxes on the County SAFE (Service Authority for Freeway Emergencies) Call Box System. The special sign sizes are intended for use only on scenic highways, within designated coastal zones, and National or State parks, to keep signing compatible with scenic values. OC SAFE utilizes no special signs.

The call box identification number is established by using the route number to the left of the hyphen. The first two numbers to the right of the hyphen are the post mile numbers (or three numbers if applicable); the last number locates the call box within the post mile.

For northbound and eastbound routes, this number will be 2 for the first call box, 4 for the second call box, 6 for the third call box, and 8 for the fourth call box within a given post mile.

For southbound and westbound routes, this number will be 3 for the first call box, 5 for the second call box, 7 for the third call box, and 9 for the fourth call box within a given post mile.

- A letter may precede the post mile (R for realignment, etc.).
- Call Boxes located in the median shall be designated by the letter "M" following the post mile.
- Call boxes located on a transition or connector shall be designated by the letter "T" following the post mile.

**SPECIFIC OCTA REQUIREMENTS**

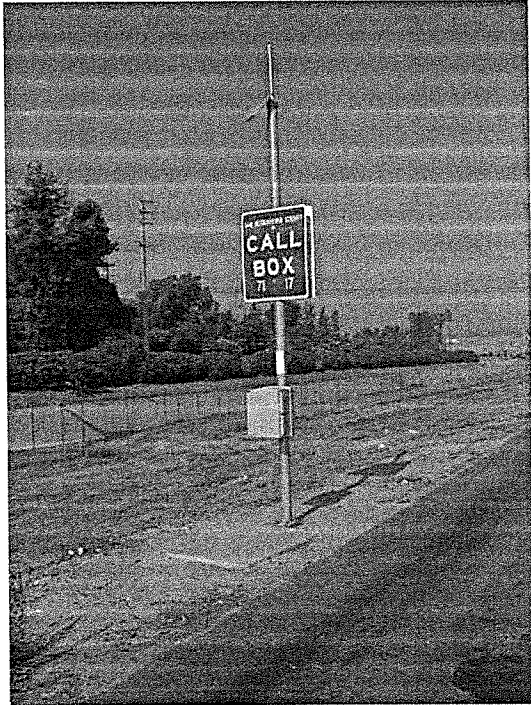
Pre-refurbish sites shall be 36" tall, 30" wide blue engineering-grade fiberglass signs with 6" white call box lettering. County lettering or overlay shall contain 2" white lettering, or OCTA approved equivalent. Call box number lettering or overlay shall contain 3" white lettering, or OCTA approved equivalent.

Post-refurbish sites shall be 36" tall, 30" wide blue diamond-reflective metal signs with 6" white diamond grade reflective call box lettering. County lettering shall contain 2" white diamond grade reflective adhesive lettering, or OCTA approved equivalent. Call box number and lettering shall contain 3" white diamond grade reflective adhesive lettering, or OCTA approved equivalent.

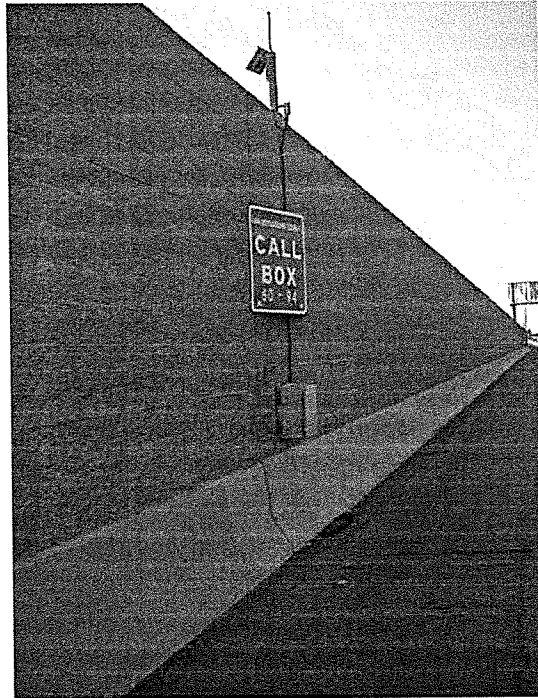
Contractor shall assure that all call box signs comply with California Department of Transportation requirements, as outlined in policy SG25, or any subsequent replacement policy, and California Manual on Uniform Traffic Control Devices (CMUTCD) guidelines. A copy of policy SG25 is included as Attachment C. Additional

information on MUTCD guidelines is available at  
<http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/>.

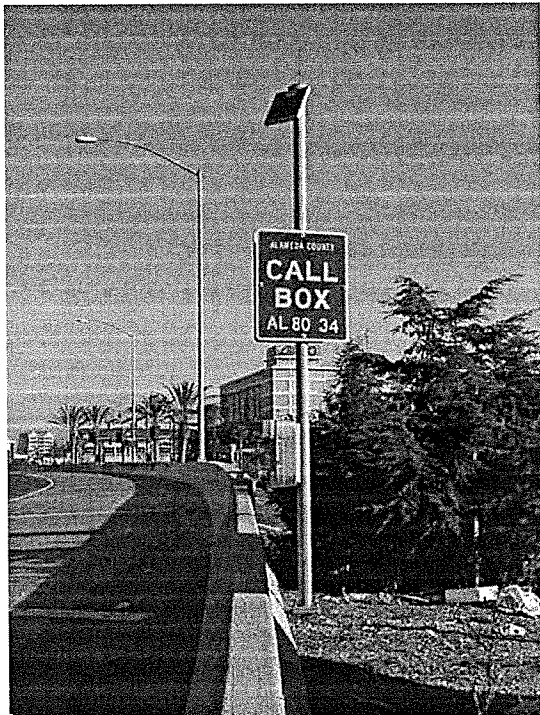
OC SAFE Approved Site Types



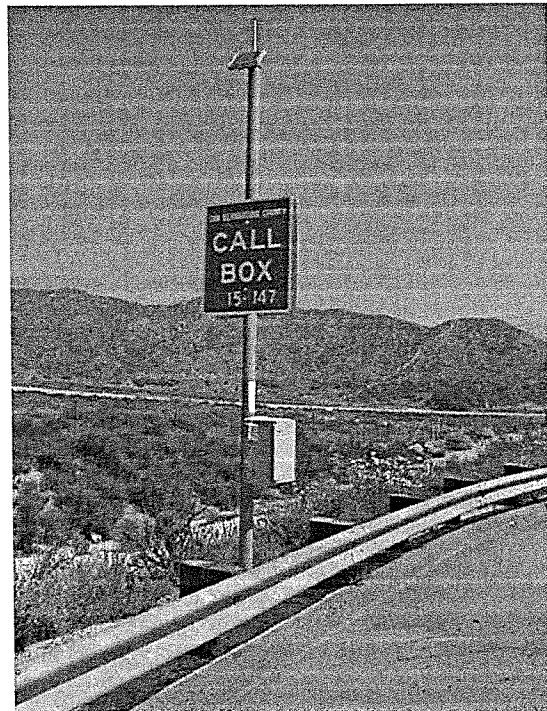
Site Type A – installed at-grade, in soil.



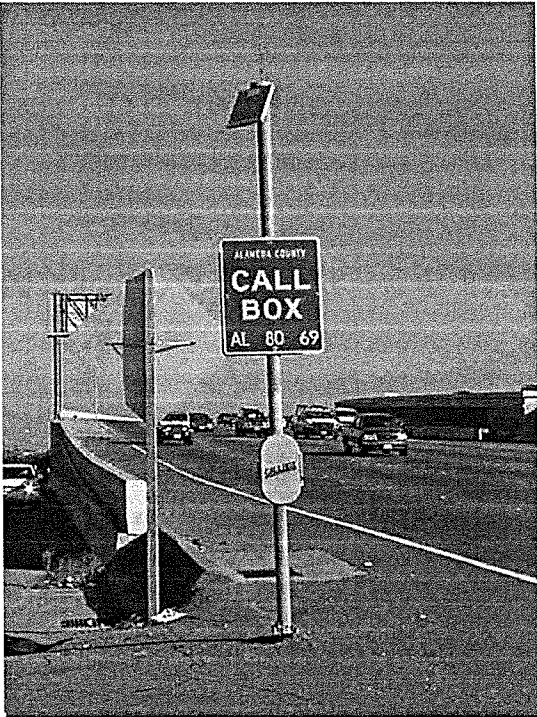
Site Type D – mounted on a soundwall.



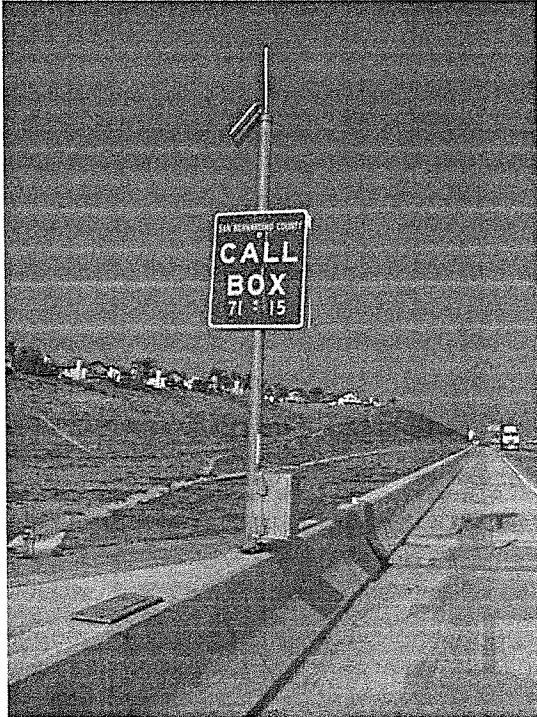
Site Type E – installed behind a k-rail or concrete barrier



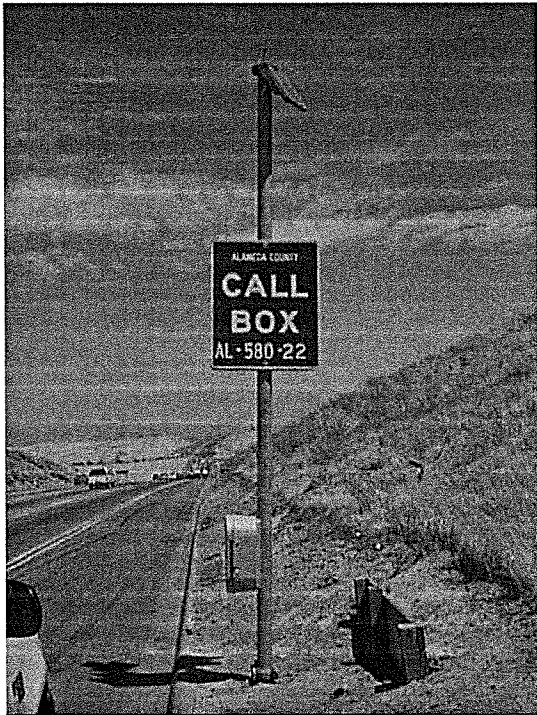
Site Type F – installed behind a guard rail.



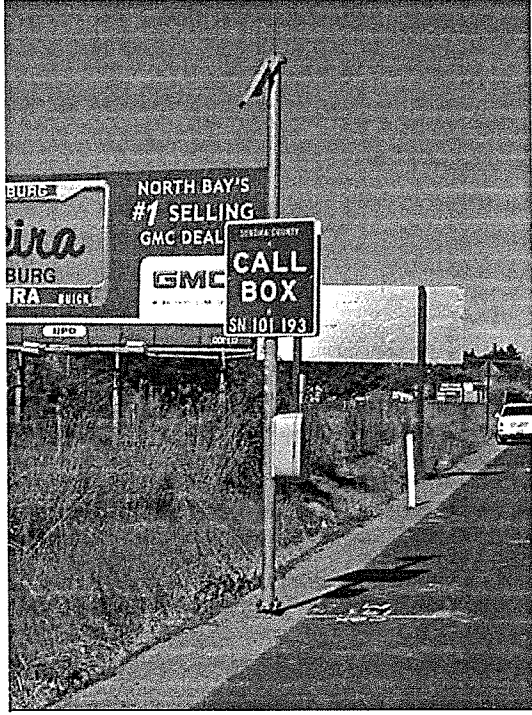
Site Type G – installed at-grade, in concrete.



Site Type H or K – installed on a k-rail or concrete barrier.



Site Type L – installed behind a curb.



Site Type M – same as a Site Type F, except no guard rail.

**PRICE SUMMARY SHEET**

All rates are "fully loaded" including all overhead, general costs, administrative costs and profit.

**I. FLAT FEES**

- A. Flat fee to provide service, including Items a. through n. below, as per Exhibit A, Scope of Work:
  - a) Contractor operating and storage facilities.
  - b) Contract Transition.
  - c) Preventive maintenance
  - d) Corrective maintenance.
  - e) Removals and reinstallations not exceeding five percent of the average number of boxes in service during each year.
  - f) Knockdown, vandalism and other repairs not exceeding ten percent of the average number of boxes in service during each year.
  - g) Retrofits performed during regular preventive maintenance visits.
  - h) Maintaining functionality of the call box.
  - i) Maintaining accessibility to the call box.
  - j) Call Box System Database Maintenance and Updates.
  - k) Maintaining plans and specifications.
  - l) Rights of Entry and Permits.
  - m) Reports to OCTA.
  - n) All items listed as additional requirements, including materials, warranties, labor, storage and communications.

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FY 2015 – Year 1	\$ <u>28.85</u> per call box/per month
FY 2016 – Year 2	\$ <u>29.72</u> per call box/per month
FY 2017 – Year 3	\$ <u>30.62</u> per call box/per month
FY 2018 – Year 4	\$ <u>31.53</u> per call box/per month
FY 2019 – Year 5	\$ <u>32.48</u> per call box/per month
FY 2020 – Year 6 (Option Term)	\$ <u>33.46</u> per call box/per month
FY 2021 – Year 7 (Option Term)	\$ <u>34.48</u> per call box/per month

B. Flat fee to refurbish all call boxes:

\$485.00 per box

Per the Scope of Work (Exhibit A), on page 6, under item No. 7, all call boxes shall be refurbished within the first two years of the contract.

C. Flat fee to construct new call box sites:

Site types listed below are those listed in the "CHP/Caltrans Call Box and Motorist Aid Guidelines, December 2003" (see Attachment D). Prices include Engineering Grade Signs, Standard 60" X 60" pads where applicable.

1. Site Type A	\$ <u>1,125.00</u> EA
2. Site Type D	\$ <u>1,350.00</u> EA
3. Site Type E	\$ <u>1,125.00</u> EA
4. Site Type F	\$ <u>1,125.00</u> EA
5. Site Type G	\$ <u>1,125.00</u> EA
6. Site Type H/K	\$ <u>1,125.00</u> EA
7. Site Type L	\$ <u>1,125.00</u> EA
8. Site Type M	\$ <u>1,125.00</u> EA

**II. TIME AND MATERIALS**

Unless otherwise specified, all materials must match materials currently in use in OCTA call boxes.

**A. Materials for Call Box Sites (Materials Only, Labor Excluded):**

1.	60" X 60" composite pad	5870-0070	\$450.00 EA
2.	Rapidset concrete	7000-0066-1	\$20.00 BAG
3.	General purpose cement	7000-0066	\$12.00 BAG
4.	Rebar 1" X 1/2"		\$3.00 LN FT
5.	Handrail	5870-0023	\$125.00 EA
6.	Tapco Handrail (V-Loc)	5870-0046	\$225.00 EA
7.	Conduit and fittings (wall mount)	6040-4051	\$295.00 EA

**B. Materials for Call Boxes:**

1.	Lexan Call Box Assembly or approved equal		\$2,500.00 EA
2.	Digital Lexan Call Box Assembly or approved equal		\$6,600.00 EA
3.	20 W Solar/Antenna Assembly		\$250.00 EA
4.	Pole	5870-0009 or 5870-0010	\$675.00 EA
5.	Pole - Modified F2 type	5870-0051	\$755.00 EA
6.	Wall mount pole (D-mount)	5870-0017	\$540.00 EA
7.	K-mount barrier saddle	5870-0013 mount	\$500.00 EA
8.	Barrier mount pole (K-mount)	5870-0014 or 5870-0029	\$685.00 EA



**Materials for Call Boxes (continued):**

9.	Hilti anchor bolts (set of 4 bolts)	6040-4061	\$ <u>100.00</u> EA
10.	Main housing (assembly)	6040-4011 or 4011-09	\$ <u>1,050.00</u> EA
11.	Front door (assembly)	6040-4010	\$ <u>369.00</u> EA
12.	Back door (assembly)	6040-4026	\$ <u>515.00</u> EA
13.	Transceiver mounting plate	5004-0051	\$ <u>42.00</u> EA
14.	F-10 board	6020-0149	\$N/A EA
15.	Callbox controller board (New Aurora Bd)	6020-0030	\$ <u>1,085.00</u> EA
16.	RF/Electrical interconnect harness (antenna-solar)	6060-0118 or 6060-0130	\$ <u>46.00</u> EA
17.	Transceiver - OKI 800	5201-0015	\$ <u>750.00</u> EA
18.	Transceiver - OKI 1200	5201-0007	\$ <u>750.00</u> EA
19.	Transceiver - Motorola	5201-0023	\$ <u>795.00</u> EA
20.	Digital Transceiver	5203-0031	\$ <u>265.00</u> EA
21.	OKI to Motorola Radio & Controller Upgrade Kit	6000-0365	\$ <u>1,500.00</u> EA
22.	Handset and armored cord	6040-4014	\$ <u>151.00</u> EA
23.	Dual Band Antenna	4210-0067	\$ <u>115.00</u> EA
24.	Yagi Antenna	4210-0016	\$ <u>197.00</u> EA
25.	Corner reflector	4210-0015	\$ <u>255.00</u> EA
26.	Mount for corner reflector or Yagi	5014-0022	\$ <u>275.00</u> EA

**Materials for Call Boxes (continued):**

27.	Deflector-3dB Marine	5014-0021	\$ <u>125.00</u> EA
28.	17AH rechargeable battery	4240-0001	\$ <u>55.00</u> EA
29.	Battery bracket - 17A	5004-0048	\$ <u>30.00</u> EA
30.	10W solar panel with bracket	6040-4058	\$ <u>715.00</u> EA
31.	20W solar panel with bracket	6040-4057	\$ <u>825.00</u> EA
32.	RF Cable to antenna	6060-0118	\$ <u>100.00</u> EA
33.	Solar Cable to solar panel	6060-0130	\$ <u>45.00</u> EA
34.	Misc other smaller cables and harnesses	6060-xxxx various	\$ <u>45.00</u> EA
35.	Sign, generic fiberglass (FRP) w/ reg numbers	3090-xxxx various	\$ <u>175.00</u> EA
36.	Sign Diamond FRP or Alum w/ HR numbers	3090-xxxx various	\$ <u>355.00</u> EA
37.	Sign Diamond & Anti-Graffiti w/ HR numbers	3090-xxxx various	\$ <u>425.00</u> EA
38.	Sign bracket wall mount	5004-0049	\$ <u>125.00</u> EA
39.	Solar bracket post wall mount	5870-0017	\$ <u>300.00</u> EA
40.	Installation kit	6040-4035	\$ <u>245.00</u> EA
41.	Mounting Hardware	3090-0058 or 3090-0059	\$ <u>22.00</u> EA
42.	Sign Hardware	6040-4037	\$ <u>55.00</u> EA
43.	Wind Brackets	3090-0086	\$ <u>28.00</u> EA

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44.	Auger foundation	5870-0015	<u>\$505.00</u>	EA
45.	Non-auger foundation	5870-0004	<u>\$450.00</u>	EA
46.	Call Box TTY Tray Assembly	6040-0014	<u>\$855.00</u>	EA
47.	Call Box Display Interface Assembly	6040-0012	<u>\$1,100.00</u>	EA
48.	Call Box TTY PCA Board	6020-0122	<u>\$825.00</u>	EA
49.	Keypad Plate Assembly	6050-0024	<u>\$450.00</u>	EA
50.	Display Front Lens	5830-0010	<u>\$75.00</u>	EA

**C. Labor**

1.	SHOP LABOR RATE	<u>\$80.00</u>	HR
2.	FIELD LABOR RATE	<u>\$85.00</u>	HR

## LEVEL 2 SAFETY SPECIFICATIONS

### PART I – GENERAL

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

A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) 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 Contractor may be cause for termination of this agreement with the Authority, at the sole discretion of the Authority.

#### C. INJURY AND ILLNESS PREVENTION PLAN

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

D. Policy or Certification of Compliance Company's Substance Abuse Prevention Policy.

#### E. HAZARD COMMUNICATION PROGRAM

1. Contractor shall comply with CCR Title 8, Section 5194, Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of MSDS for all applicable products.

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

#### F. DESIGNATED SAFETY REPRESENTATIVE

1. Before beginning on-site activities, the Contractor shall designate an on-site Safety Representative. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards,

and has the authority to affect changes in work procedures that may have associated schedule and budget impacts.

2. The Contractor shall provide the Authority's Project Manager a resume outlining the qualifications, or job experience of Contractor's competent person that assumes the position of the Contractor Safety Representative assigned to the project. The Contractor's safety representative for Authority projects are subject to Acceptance by the Authority Project Manager. All contact information of the safety representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager.
3. The Contractor's Safety Representative shall have, as a minimum, a 30 hour OSHA training certificate, five (5) years experience on similar scope projects. The authority reserves the right to allow for an exception of these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC department.
4. Competent Person means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

#### G. ORIENTATION

1. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, sub-tier contractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.

#### H. TRAFFIC & PARKING

1. The Contractor shall ensure that all Contractor vehicles, including those of its sub-tier contractors, suppliers, vendors and employees are parked in designated parking areas, are identified by company name and/or logo, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.

#### I. GENERAL PROVISIONS

1. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with

Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.

2. The Contractor shall immediately notify the Authority's Project Manager whenever local, state or federal regulatory agency personnel are identified as being onsite.
3. The Authority HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
4. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its sub-tier contractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.
5. The Contractor shall instruct all its employees, and all associated sub-contractors under contract with the Contractor who are required to work on Authority property in the recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.
6. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, and each Contractor is encouraged to exceed minimum requirements. When the Contractor safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of the public and workers.

## 1.2 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents:
  1. Damage to Authority property (or incidents involving third party property damage);
  2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
  3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or

members of the general public that arise from the performance of Authority contract work. An initial written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.

- C. A final written incident investigative report shall be submitted within seven (7) calendar days, and include the following information. The current status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

### 1.3 PERSONAL PROTECTIVE EQUIPMENT

Contractors, and all associated sub-tier contractors, vendors and suppliers are required to provide their own personal protective equipment (PPE), including eye, head, foot, and hand protection, respirators, reflective safety vests, and all other PPE required to perform their work safely on Authority projects.

### 1.4 LANGUAGE REQUIREMENTS

The Contractor for safety reasons shall ensure employees that do not read, or understand English, shall have a bilingual supervisor or foreman when on the Authority property or projects.

### 1.5 WARNING SIGNS AND DEVICES

The Contractor shall provide signs, signals, and/or warning devices to be visible at all times when and where a hazard exists. Signs, signals, and/or warning devices shall be removed when the hazard no longer exists.

### 1.6 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. OCTA Construction Management Procedures Manual
- E. OCTA Yard Safety Rules
- F. OCTA Emergency Response Guide
- G. OCTA Weekly Safety Briefings

END OF SECTION