



BOARD AGENDA

Orange County Transportation Authority Board Meeting
Orange County Transportation Authority Headquarters
Board Room - Conference Room 07-08
550 South Main Street
Orange, California
Monday, March 8, 2021 at 9:00 a.m.

Any person with a disability who requires a modification or accommodation in order to participate in this meeting should contact the OCTA Clerk of the Board, telephone (714) 560-5676, no less than two (2) business days prior to this meeting to enable OCTA to make reasonable arrangements to assure accessibility to this meeting.

Agenda Descriptions

The agenda descriptions are intended to give members of the public a general summary of items of business to be transacted or discussed. The posting of the recommended actions does not indicate what action will be taken. The Board of Directors may take any action which it deems to be appropriate on the agenda item and is not limited in any way by the notice of the recommended action.

Public Availability of Agenda Materials

All documents relative to the items referenced in this agenda are available for public inspection at www.octa.net or through the Clerk of the Board's office at the OCTA Headquarters, 600 South Main Street, Orange, California.

Guidance for Public Access to the Board of Directors/Committee Meeting

On March 12, 2020 and March 18, 2020, Governor Gavin Newsom enacted Executive Orders N-25-20 and N-29-20 authorizing a local legislative body to hold public meetings via teleconferencing and make public meetings accessible telephonically or electronically to all members of the public to promote social distancing due to the state and local State of Emergency resulting from the threat of Novel Coronavirus (COVID-19).

In accordance with Executive Order N-29-20, and in order to ensure the safety of the Orange County Transportation Authority (OCTA) Board of Directors (Board) and staff and for the purposes of limiting the risk of COVID-19, in person public participation at public meetings of the OCTA will not be allowed during the time period covered by the above referenced Executive Orders.



BOARD AGENDA

Guidance for Public Access to the Board of Directors/Committee Meeting (Continued)

Instead, members of the public can listen to AUDIO live streaming of the Board and Committee meetings by clicking the below link:

<http://www.octa.net/About-OCTA/Who-We-Are/Board-of-Directors/Live-and-Archived-Audio/>

Public comments may be submitted for the upcoming Board and Committee meetings by emailing them to ClerkOffice@octa.net.

If you wish to comment on a specific agenda Item, please identify the Item number in your email. All public comments that are timely received will be part of the public record and distributed to the Board. Public comments will be made available to the public upon request.

In order to ensure that staff has the ability to provide comments to the Board Members in a timely manner, please submit your public comments **30 minutes prior to the start time of the Board and Committee meeting date.**



BOARD AGENDA

Call to Order

Roll Call

Invocation

Director Bartlett

Pledge of Allegiance

Director Hernandez

Special Calendar

There are no Special Calendar matters.

Consent Calendar (Items 1 through 14)

All matters on the Consent Calendar are to be approved in one motion unless a Board Member or a member of the public requests separate action on a specific item.

Orange County Transportation Authority Consent Calendar Matters

1. Approval of Minutes

Approval of the Orange County Transportation Authority and affiliated agencies' regular meeting minutes of February 22, 2021.

2. OC Streetcar Project Management Consultant: Oversight Controls and Contract Compliance, Internal Audit Report No. 21-503

Serena Ng/Janet Sutter

Overview

The Internal Audit Department of the Orange County Transportation Authority has completed an audit of oversight controls and contract compliance related to the OC Streetcar project management contract. The audit found evidence of compliance with procedures for project management oversight and reporting. In addition, invoices were generally paid in compliance with contract provisions, policies, and procedures; however, recommendations have been made to recover identified double-billings, and to clarify requirements and improve controls over review of rates for consultant staff added to contracts.



BOARD AGENDA**2. (Continued)****Recommendation**

Direct staff to implement two recommendations provided in OC Streetcar Project Management Consultant: Oversight Controls and Contract Compliance, Internal Audit Report No. 21-503.

3. Coronavirus Update

Darrell E. Johnson

Overview

The Orange County Transportation Authority continues to take proactive measures in response to the impacts of the coronavirus pandemic in relation to transportation services, programs, and projects. The response efforts are centered around agency core values, helping to ensure the health and safety of the public and employees while continuing to provide essential transportation services and deliver critical infrastructure improvements. An overview and update on these efforts is presented.

Recommendation

Receive and file as an information item.

4. Fiscal Year 2020-21 Second Quarter Grant Reimbursement Status Report

Sam Kaur/Andrew Oftelie

Overview

The Quarterly Grant Reimbursement Status Report summarizes grant activities for the Orange County Transportation Authority Board of Directors. This report focuses on activity for the second quarter of fiscal year 2020-21, covering October through December 2020.

Recommendation

Receive and file as an information item.



BOARD AGENDA

5. **Orange County Transportation Authority Investment and Debt Programs Report - January 2021**
Robert Davis/Andrew Oftelie

Overview

The Orange County Transportation Authority has a comprehensive investment and debt program to fund its immediate and long-term cash flow demands. Each month, the Treasurer submits a report detailing investment allocation, performance, compliance, outstanding debt balances, and credit ratings for the Orange County Transportation Authority's debt program. This report is for the month ending January 31, 2021. The report has been reviewed and is consistent with the investment practices contained in the Investment Policy.

Recommendation

Receive and file as an information item.

6. **Consultant Selection for the Development of Orange County Mobility Hubs Strategy**
Sam Sharvini/Kia Mortazavi

Overview

Consultant services are required to develop the Orange County Mobility Hubs Strategy. Mobility hubs connect walking, biking, transit, and shared mobility options in convenient locations, resulting in an integrated suite of transportation services. This study will result in a strategy that identifies mobility hubs best practices, establishes criteria for siting mobility hubs in Orange County, and develops conceptual mobility hubs designs at priority locations recommended for further study. Proposals have been received and evaluated in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services. Board of Directors' approval is requested for the selection of a firm to perform the required work.



BOARD AGENDA**6. (Continued)****Recommendations**

- A. Approve the selection of Steer Davies & Gleave, Inc., as the firm to develop the Orange County Mobility Hubs Strategy.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2646 between the Orange County Transportation Authority and Steer Davies & Gleave, Inc., in the amount of \$297,371, to develop the Orange County Mobility Hubs Strategy.

Orange County Local Transportation Authority Consent Calendar Matters

- 7. Cooperative Agreement with the California Department of Transportation for the State Route 57 Northbound Improvement Project Between Orangewood Avenue and Katella Avenue**
Niall Barrett/James G. Beil

Overview

The Orange County Transportation Authority proposes to enter into a cooperative agreement with the California Department of Transportation to define roles, responsibilities, and funding obligations for the preparation of plans, specifications, and estimates, and advertisement and award of the construction contract for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-1-3300 between the Orange County Transportation Authority and the California Department of Transportation, in the amount of \$450,000, to provide oversight of the plans, specifications, and estimates, and to advertise and award the construction contract for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue.



BOARD AGENDA

8. Approval to Release Request for Proposals for the Preparation of Plans, Specifications, and Estimates for the State Route 57 Northbound Improvement Project Between Orangewood Avenue and Katella Avenue

Niall Barrett/James G. Beil

Overview

Staff has developed a request for proposals to initiate a competitive procurement process to retain consultant services to prepare plans, specifications, and estimates for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 1-3298 for consultant services for the preparation of plans, specifications, and estimates for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue.
- B. Approve the release of Request for Proposals 1-3298 for consultant services for the preparation of plans, specifications, and estimates for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue.

9. Cooperative Agreement with Southern California Regional Rail Authority for the State Route 55 Improvement Project Between Interstate 405 and Interstate 5

Ross Lew/James G. Beil

Overview

The Orange County Transportation Authority proposes to enter into a cooperative agreement with the Southern California Regional Rail Authority for construction support services for the State Route 55 Improvement Project between Interstate 405 and Interstate 5.



BOARD AGENDA**9. (Continued)****Recommendation**

Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-1-3290 between the Orange County Transportation Authority and the Southern California Regional Rail Authority, in the amount of \$542,850, to provide construction support services for the State Route 55 Improvement Project between Interstate 405 and Interstate 5.

10. Environmental Mitigation Program Endowment Fund Investment Report for December 31, 2020

Robert Davis/Andrew Oftelie

Overview

The Orange County Transportation Authority has developed a Natural Community Conservation Plan/Habitat Conservation Plan, acquired conservation properties, and funded habitat restoration projects to mitigate the impacts of Measure M2 freeway programs. The California Community Foundation manages the non-wasting endowment required to fund the long-term management of the conservation properties. Each quarter, the California Community Foundation publishes a comprehensive report detailing the composition of the pool and its performance.

Recommendation

Receive and file as an information item.

11. Measure M2 Quarterly Progress Report for the Period of October 2020 Through December 2020

Francesca Ching/Kia Mortazavi

Overview

Staff has prepared the Measure M2 quarterly progress report for the second quarter of fiscal year 2020-21, covering October 2020 through December 2020, for consideration by the Orange County Transportation Authority Board of Directors. This report highlights progress on Measure M2 projects and programs and will be available to the public via the Orange County Transportation Authority website.



BOARD AGENDA**11. (Continued)****Recommendation**

Receive and file as an information only item.

**12. Agreement for Measure M2 Environmental Mitigation Program
Regulatory Support Services**

Lesley Hill/Kia Mortazavi

Overview

Consultant services are needed to provide professional environmental mitigation support with a focus on regulatory permitting services associated with the Orange County Transportation Authority's Measure M2 Environmental Mitigation Program. Board of Directors' approval is requested to execute an agreement for these services.

Recommendations

- A. Approve the selection of Glenn Lukos Associates, Inc., as the firm to provide regulatory support of the Orange County Transportation Authority's Measure M2 Environmental Mitigation Program.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2701 between the Orange County Transportation Authority and Glenn Lukos Associates, Inc., in the amount of \$500,000, for a five-year term to provide regulatory permitting services associated with the Orange County Transportation Authority's Measure M2 Environmental Mitigation Program.



BOARD AGENDA**Orange County Service Authority For Freeway Emergencies
Consent Calendar Matters****13. Agreements for Freeway Service Patrol Services**
Patrick Sampson/Jennifer L. Bergener**Overview**

On October 12, 2020, the Board of Directors approved the release of a request for proposals for freeway service patrol services for six service areas consisting of six all-day beats, 12 peak-hour beats, three weekend beats, and one construction support beat. Proposals were received in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services. Board of Directors' approval is requested to execute agreements for these service areas.

Recommendations

- A. Approve the selection of Veterans Towing, LLC, to provide freeway service patrol services for service area 1.
- B. Approve the selection of California Coach Orange, Inc., to provide freeway service patrol services for service areas 3, 5, and 10.
- C. Approve the selection of California Roadside Service, LLC, to provide freeway service patrol services for service area 6.
- D. Approve the selection of Beach Town Towing, LLC, doing business as Orange County Motor Club, to provide freeway service patrol services for service area 8.
- E. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2721 between the Orange County Transportation Authority and Veterans Towing, LLC, in the amount of \$3,984,992, to provide freeway service patrol services for service area 1 from October 2, 2021 through October 2, 2027.



BOARD AGENDA**13. (Continued)**

- F. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-1-3311 between the Orange County Transportation Authority and California Coach Orange, Inc., in the amount of \$16,170,275, to provide freeway service patrol services for service areas 3 and 10 from October 2, 2021 through October 2, 2027, and service area 5 from December 4, 2021 through October 2, 2027.
- G. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-1-3312 between the Orange County Transportation Authority and California Roadside Service, LLC, in the amount of \$4,868,234, to provide freeway service patrol services for service area 6 from October 2, 2021 through October 2, 2027.
- H. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-1-3313 between the Orange County Transportation Authority and Beach Town Towing, LLC, doing business as Orange County Motor Club, in the amount of \$5,431,156, to provide freeway service patrol services for service area 8 from December 4, 2021 through October 2, 2027.

14. Agreement for Call Box Maintenance Services

Patrick Sampson/Jennifer L. Bergener

Overview

On December 14, 2020, the Board of Directors approved the release of a request for proposals for call box maintenance services to maintain call boxes operated under the Orange County Service Authority for Freeway Emergencies program. Proposals were received in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services. Board of Directors' approval is requested to execute an agreement for call box maintenance services.



BOARD AGENDA

14. (Continued)

Recommendations

- A. Approve the selection of CASE Emergency Systems, as the firm to provide call box maintenance services to maintain call boxes operated under the Orange County Service Authority for Freeway Emergencies program.

- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2632 between the Orange County Transportation Authority and CASE Emergency Systems, in the amount of \$2,432,315, to provide call box maintenance services for a six-year initial term, with one, two-year option term.

Regular Calendar

There are no Regular Calendar matters.

Discussion Items

15. Update on Interstate 5 Widening Project Between State Route 73 and El Toro Road

Niall Barrett/James G. Beil

Staff will provide a project update.

16. Sales Tax Update

Sean Murdock/Andrew Oftelie

Staff will provide an update on sales tax collection for the current fiscal year.

17. Public Comments

18. Chief Executive Officer's Report

19. Directors' Reports



BOARD AGENDA**20. Closed Session**

There are no Closed Session items scheduled.

21. Adjournment

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, March 22, 2021**, at the Orange County Transportation Authority Headquarters, Board Room - Conference Room 07-08, 550 South Main Street, Orange, California.

Minutes of the
Orange County Transportation Authority
Orange County Transit District
Orange County Local Transportation Authority
Orange County Service Authority for Freeway Emergencies
Board of Directors Meeting

Call to Order

The Monday, February 22, 2021, regular meeting of the Orange County Transportation Authority (OCTA) and affiliated agencies was called to order by Chairman Do at 9:01 a.m. at the OCTA Headquarters, 550 South Main Street, Board Room – Conference Room 07-08, Orange, California.

Roll Call

The Clerk of the Board (COB) conducted an attendance Roll Call and announced there was quorum of the Board of Directors (Board) as follows:

Via teleconference:

Andrew Do, Chairman
Mark A. Murphy, Vice Chairman
Lisa A. Bartlett
Doug Chaffee
Barbara Delgleize
Brian Goodell
Patrick Harper
Michael Hennessey
Gene Hernandez
Steve Jones
Joseph Muller
Vicente Sarmiento
Tim Shaw
Harry S. Sidhu
Donald P. Wagner
Ryan Chamberlain, District Director –
California Department of Transportation District 12

Director Absent: None

Also Present: Darrell E. Johnson, Chief Executive Officer (CEO)
(via teleconference)
Jennifer L. Bergener, Deputy CEO/Chief Operating Officer
Gina Ramirez, Deputy Clerk of the Board
Sahara Meisenheimer, Deputy Clerk of the Board
James Donich, General Counsel (via teleconference)

Invocation

Director Chaffee provided the invocation.

Pledge of Allegiance

Director Goodell led in the Pledge of Allegiance.

Special Calendar

There were no Special Calendar matters.

Consent Calendar (Items 1 through 13)

1. Approval of Minutes

A motion was made by Vice Chairman Murphy, seconded by Director Hennessey, and following a roll call vote, declared passed 15-0, to approve the Orange County Transportation Authority and affiliated agencies' regular meeting minutes of February 8, 2021.

2. Audit Responsibilities of the Finance and Administration Committee

A motion was made by Vice Chairman Murphy, seconded by Director Hennessey, and following a roll call vote, declared passed 15-0, to approve the Audit Responsibilities of the Finance and Administration Committee.

3. Approval of Revised 2021 Orange County Transportation Authority Board Committee Assignments

A motion was made by Vice Chairman Murphy, seconded by Director Hennessey, and following a roll call vote, declared passed 15-0, to approve the Chairman's Revised 2021 Orange County Transportation Authority Board Committee assignments, adding Director Joseph Muller to the Regional Planning and Highways Committee.

4. 91 Express Lanes Update for the Period Ending - December 31, 2020

A motion was made by Vice Chairman Murphy, seconded by Director Hennessey, and following a roll call vote, declared passed 15-0, to receive and file as an information item.

5. Agreement for On-Call Planning Studies Public Outreach Consultant Services

Director Wagner pulled this item and requested a full explanation of why staff chose the more expensive vendor for this procurement.

Darrell E. Johnson, Chief Executive Officer (CEO), referred to Andrew Oftelie, Chief Financial Officer (CFO), to provide detailed answers and give a more thorough explanation of the procurement.

Mr. Oftelie, CFO, stated that the Orange County Transportation Authority (OCTA) uses the best value proposal with this and any procurement. He said staff looked at other elements other than the price, and in this case, the recommended firm is a higher price than the second-place firm.

Mr. Oftelie, CFO, asked the External Affairs staff to discuss the other elements of the proposal, where the recommended firms scored higher for additional details.

Marissa Espino, Principal, Community Relations Specialist, discussed why Arrellano and Associates, LLC (Arrellano) stood out as the best-qualified firm. She stated that Arrellano's strong proposal and interview during the evaluation process clearly illustrated their vast experience in conducting outreach for transportation planning studies. Ms. Esponso said Arrellano thoughtfully outlined their experience as an agency and outlined each team member's background. Also, Arrellano conveyed a clear understanding of the public's involvement and approach when conducting outreach.

Director Wagner discussed his concerns about staff going with the firm that OCTA always uses even though the vendor is 25 percent more expensive.

Mr. Johnson, CEO, stated both of the shortlisted firms could do the work for OCTA. However, when weighing the Request for Proposal (RFP) criteria, the cost was only 20 percent. As Mr. Oftelie indicated, this is the best value procurement. He stated the other 80 percent consisted of qualifications, staffing, and work plan. The evaluation committee weighted those qualifications and scored Arrellano at a higher level.

Mr. Johnson, CEO, discussed staff's recommendation for the highest-scoring firm, which considers those weightings, and stated both firms could do the work. He noted the staffs' recommendation was that Arrellano presented a better proposal.

5. (Continued)

A lengthy discussion ensued regarding the following:

- The evaluation methods for these types of contracts.
- The price difference is too high to justify the firm where both firms can do a similar job.
- The comprehensive evaluation that staff did on assessing the elements of staffing, experience, and scope of work.
- Both firms can do the job and are already doing work for OCTA.
- Some Board Members discussed past best value procurement experiences with other Agencies and what other qualifications to consider besides the cost.

A motion was made by Director Bartlett, seconded by Director Hernandez, and following a roll call vote, declared passed 12-2, to:

- A. Approve the selection of Arellano Associates, LLC as the firm to provide public outreach consulting services for upcoming planning studies.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2622 between the Orange County Transportation Authority and Arellano Associates, LLC, in the amount of \$275,000 for a two-year initial term with one, one-year option term, to provide public outreach consulting services for upcoming planning studies.

Directors Harper and Wagner voted in opposition on this item.

Director Shaw was not present to vote on this item.

6. Approval of Local Transportation Fund Fiscal Year 2021-22 Apportionment Estimates

A motion was made by Vice Chairman Murphy, seconded by Director Hennessey, and following a roll call vote, declared passed 15-0, to approve the Local Transportation Fund fiscal year 2021-22 apportionment estimates and authorize the Chief Executive Officer to advise all prospective claimants of the amounts of all area apportionments from the Orange County Local Transportation Fund for the following fiscal year.

7. State Legislative Status Report

A motion was made by Vice Chairman Murphy, seconded by Director Hennessey, and following a roll call vote, declared passed 15-0, to support the intent of the Governor's proposed budget trailer bill language to extend and expand regulatory relief measures related to the Transportation Development Act while continuing the work to improve the effectiveness of the proposal.

8. Federal Legislative Status Report

A motion was made by Vice Chairman Murphy, seconded by Director Hennessey, and following a roll call vote, declared passed 15-0, to receive and file as an information item.

9. 91 Express Lanes Property Insurance Renewal

A motion was made by Vice Chairman Murphy, seconded by Director Hennessey, and following a roll call vote, declared passed 15-0, to authorize the Chief Executive Officer to negotiate and execute Purchase Order No. A46898, in the amount of \$460,332 to Marsh USA, Inc., to purchase the 91 Express Lanes property, flood, and earthquake insurance on behalf of the Orange County Transportation Authority for the policy period of March 1, 2021 to March 1, 2022.

10. Amendment to Agreement for Mobile Ticketing Validators Extended Warranty Coverage Period

A motion was made by Vice Chairman Murphy, seconded by Director Hennessey, and following a roll call vote, declared passed 15-0, to authorize the Chief Executive Officer to negotiate and execute Amendment No. 4 to Agreement No. C-6-0942 between the Orange County Transportation Authority and Init Innovations in Transportation, Inc., to exercise the first option term in the amount of \$136,608, for extended warranty coverage for mobile ticketing validators effective May 1, 2021 through April 30, 2022.

11. Amendment to Agreement for Renewable Natural Gas

A motion was made by Vice Chairman Murphy, seconded by Director Hennessey, and following a roll call vote, declared passed 15-0, to authorize the Chief Executive Officer to negotiate and execute Amendment No. 8 to Agreement No. C-5-3636 between Orange County Transportation Authority and Element Markets Renewable Energy, LLC, to exercise the second two-year option-term, in the amount of \$9,500,000, to provide renewable natural gas and consulting services for management of the Low Carbon Fuel Standard Program. This will increase the maximum obligation of the agreement to a total contract value of \$27,560,000.

12. Amendment to Agreement with First Transit, Inc., for the Provision of Contracted Fixed-Route Service

A motion was made by Vice Chairman Murphy, seconded by Director Hennessey, and following a roll call vote, declared passed 15-0, to:

- A. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 12 to Agreement No. C-4-1737 between the Orange County Transportation Authority and First Transit, Inc. to adjust the rates for the provision of contracted fixed-route OC Bus service, and increase the maximum reimbursement necessary to cover actual expenses due to the coronavirus pandemic an additional \$3,149,737, for an amount not to exceed \$4,969,679, from June 14, 2020 through May 31, 2021. In addition, authorize scope of work modifications to clarify performance expectations.
- B. Approve an amendment to the Orange County Transportation Authority Fiscal Year 2020-2021, Operations Division Budget, in the amount of \$4,415,312.

13. Agreement for Enterprise Asset Management System

A motion was made by Vice Chairman Murphy, seconded by Director Hennessey, and following a roll call vote, declared passed 15-0, to:

- A. Approve the selection of 21Tech LLC as the firm to provide an enterprise asset management system.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2272 between the Orange County Transportation Authority and 21Tech LLC, in the amount of \$5,061,529, to provide an enterprise asset management system for a seven-year initial term with two, two-year option terms.

Regular Calendar

14. Draft June 2021 Bus Service Change Update

Darrell E. Johnson (CEO) provided opening comments and introduced Kurt Brotcke, Director of Planning, and Stella Lin, Department Manager of Marketing and Customer Engagement.

Chairman Do stated this item was discussed at the February 11th, Transit Committee meeting. He requested staff to add an outreach component to today's presentation and provide more information to the Board.

14. (Continued)

Mr. Brotcke provided an overview on the following:

- Discussed the yearly schedule of route revisions.
- The next scheduled service change is June of 2021.
- Staff is proposing that the June of 2020 service levels continue through June of 2021, consisting of 1.2 million annual hours of service.
- Current service hours are at about 75 percent of the pre coronavirus (COVID-19) levels OCTA was operating before the pandemic, which is about a 25 percent reduction.
- Since March of last year, OCTA has implemented social distancing practices and continues to this day. This practice has reduced bus capacity by half.
- OCTA has deployed single-trip buses, known as trippers, which handle any passenger crowding issues that may violate Federal Transit Administration (FTA) requirements.
- OCTA policy allowed staff to make the major service changes last year on an emergency basis.
- The FTA now requires OCTA to go through a public process to memorialize the major service changes and consider any proposed by the public for the June 2021 service change.
- This is a little unusual because the FTA regulates that a major service change implemented for more than 12 months must go through a Public Hearing at a Board meeting. In this case, OCTA is looking backwards and not forward.
- The public outreach comments and concerns will be communicated at the April 26th Board Meeting to inform the Board of the bus service changes for the upcoming fiscal year 2021-22.
- A contingency plan has been developed and could change based on public feedback.

Ms. Lin provided a PowerPoint presentation as follows:

- Goals;
- Target Audiences;
- Multilingual and Multipronged Approach; and
- Multiple Ways for Providing Feedback.

Chairman Do inquired about other ways of reaching out to the public, as noted on Slide Five of the PowerPoint presentation.

Ms. Lin responded that OCTA would be monitoring the environment under COVID-19, and this is the proposed tactics under the current situation of the stay-at-home orders. Once staff has more opportunities beyond what is presented here, staff will return to the traditional way of public outreach.

14. (Continued)

Director Delgleize inquired about how OCTA reaches out to other cities to let them know about the opportunities in their communities.

Ms. Lin responded that staff would be contacting all the city information officers and work with them in detail. She noted OCTA had tailored the communication kit toward different venues and in other languages that cities can use right away. The kit has television slides, e-blasts, social media posts, select slides, and a link to the OCTA website to learn more information.

Director Delgleize also inquired about how a rider would determine if a route has been changed or eliminated.

Ms. Lin stated the rider could contact the customer information center. Additionally, OCTA has set up a telephone hotline that is dedicated to the specific bus service change.

A motion was made by Director Delgleize, seconded by Director Hernandez, and following a roll call vote, declared passed 13-0, to:

- A. Direct staff to implement a public outreach program on the June 2021 Bus Service Change and solicit feedback for the development of the fiscal year 2021-22 Bus Service Plan.
- B. Direct staff to return to the Board of Directors with outreach results in April 2021.

Directors Jones and Shaw were not present to vote on this item.

Discussion Items

15. Public Comments

There were no Public Comments.

16. Chief Executive Officer's Report

Mr. Johnson, CEO, reported on the following:

- February Employees of the Month Recognition -
 - The Operations Employee of the Month is Andrew De Gorostiza, a Coach Operator at the Garden Grove base who started his driving career with OCTA in February of 2002.

16. (Continued)

- The Maintenance Employee of the Month is Ricky Losee, who joined OCTA in February of 2019 as a Facilities Maintenance Technician. He is a skilled member of the late swing shift at the Santa Ana base and responds to trouble calls and handles high-priority repairs at all five OCTA bases.
- The Administrative Employee of the Month is Megan Abba, who started as an Intern for OCTA. Megan has played a vital role during the pandemic in ensuring that OCTA provides accurate information to the public and employees.
- OCTA's February Employees of the Month were congratulated.

17. Directors' Reports

There were no Directors' Reports.

18. Closed Session

James Donich, General Counsel, announced a Closed Session would be held as follows:

- A. Pursuant to Government Code Section 54956.9(d)(1) - Conference with General Counsel - Existing Litigation - Orange County Transportation Authority v. International Asset Management, OCSC Case No. 30-2018-00978518.
- B. Pursuant to Government Code Section 54957.6 to discuss negotiations with the Transportation Communication International Union (TCU). The lead negotiator for the Orange County Transportation Authority is Maggie McJilton, Executive Director of Human Resources and Organizational Development and the lead negotiator for the TCU is to be appointed by the TCU.

There was no report out for the above noted Closed Session Items.

Director Shaw was not present to vote on the Closed Session items.

19. Adjournment

The meeting adjourned at 9:46 a.m.

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, March 8, 2021**, at the Orange County Transportation Authority Headquarters, Board Room - Conference Room 07-08, 550 South Main Street, Orange, California.

ATTEST:

Gina Ramirez
Deputy Clerk of the Board

Andrew Do
Chairman



COMMITTEE TRANSMITTAL

March 8, 2021

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board *Andrea West*

Subject: OC Streetcar Project Management Consultant:
Oversight Controls and Contract Compliance, Internal Audit
Report No. 21-503

Finance and Administration Committee Meeting of February 24, 2021

Present: Directors Goodell, Harper, Hennessey, Hernandez, Jones, and
Muller

Absent: None

Committee Vote

Following the roll call vote, this item was declared passed 6-0 by the Members present.

Committee Recommendation

Direct staff to implement two recommendations provided in OC Streetcar Project Management Consultant: Oversight Controls and Contract Compliance, Internal Audit Report No. 21-1-503.



February 24, 2021

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Janet Sutter, Executive Director
Internal Audit Department 

Subject: OC Streetcar Project Management Consultant: Oversight Controls and Contract Compliance, Internal Audit Report No. 21-503

Overview

The Internal Audit Department of the Orange County Transportation Authority has completed an audit of oversight controls and contract compliance related to the OC Streetcar project management contract. The audit found evidence of compliance with procedures for project management oversight and reporting. In addition, invoices were generally paid in compliance with contract provisions, policies, and procedures; however, recommendations have been made to recover identified double-billings, and to clarify requirements and improve controls over review of rates for consultant staff added to contracts.

Recommendation

Direct staff to implement two recommendations provided in OC Streetcar Project Management Consultant: Oversight Controls and Contract Compliance, Internal Audit Report No. 21-503.

Background

The Orange County Transportation Authority (OCTA) is implementing a modern streetcar running between the Santa Ana Regional Transportation Center in the City of Santa Ana and the intersection of Harbor Boulevard and Westminster Avenue in the City of Garden Grove, in cooperation with the two cities. The project, with a 4.15-mile route, includes ten streetcar stops in each direction, comprised of four shared center platforms and six side platforms in each direction. The project also includes a maintenance and storage facility that will accommodate up to 15 streetcar vehicles.

The current project budget is \$424,361,000. Funding includes Federal Transit Administration New Starts discretionary and Measure M2 funding. The project is in the construction phase, and the current estimate of construction completion is October 2022.

Discussion

Testing of \$21 million in consultant invoices identified double-billings of \$5,857. Most instances involved the consultant requesting reimbursement for the same costs, or charging the same labor hours in two different monthly invoices. The Internal Audit Department (Internal Audit) recommended that management recover these double-billed costs, and management proceeded to deduct the amount from the current invoice. Also, consultant staff previously billed under labor classifications were added to the contract with rate increases that did not comply with requirements established by the contract or procurement policy. Further, there is a discrepancy between contract requirements and procurement policy language. Internal Audit recommended that management reconcile differences between the contract and policy requirements for establishing labor rates of staff being moved from labor classifications to named personnel. Additionally, controls should be developed to ensure compliance with these requirements. Management agreed to amend the contract language to be more consistent with policy requirements and to implement additional controls.

Summary

Internal Audit made two recommendations to recover double-billed costs, and reconcile requirements for establishing billing rates of consultant staff moved from labor classifications to named contract personnel.

Attachment

- A. OC Streetcar Project Management Consultant: Oversight Controls and Contract Compliance, Internal Audit Report No. 21-503

Prepared by:

Serena K. Ng

Serena Ng
Senior Management, Internal Audit
714-560-5938

Approved by:

Janet Sutter

Janet Sutter
Executive Director, Internal Audit
714-560-5591

ORANGE COUNTY TRANSPORTATION AUTHORITY INTERNAL AUDIT DEPARTMENT



OC Streetcar Project Management Consultant: Oversight Controls and Contract Compliance

Internal Audit Report No. 21-503

February 11, 2021



Performed by

Serena Ng, CPA, Senior Manager
Janet Sutter, CIA, Executive Director

Serena K. Ng

Distributed to:

Jim Beil, Executive Director, Capital Programs
Andrew Oftelie, Pia Veesapen, Mary Shavalier, Norbert Lippert

**ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT
Oversight Controls and Contract Compliance
OC Streetcar Project Management Consultant
February 11, 2021**

Table of Contents

Conclusion	1
Background	1
Objectives, Scope, and Methodology	3
Audit Comments, Recommendations, and Management Responses	5
Invoice Double-Billing	5
Consultant Staff Added to Contract after Billing under Labor Classifications.....	5

**ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT
Oversight Controls and Contract Compliance
OC Streetcar Project Management Consultant
February 11, 2021**

Conclusion

The Internal Audit Department (Internal Audit) of the Orange County Transportation Authority (OCTA) has completed an audit of oversight controls and contract compliance related to the OC Streetcar project management contract. The audit found evidence of compliance with procedures for project management oversight and reporting. In addition, invoices were generally paid in compliance with contract provisions, policies, and procedures; however, recommendations have been made to recover identified double-billings, and to clarify requirements and improve controls over review of rates for consultant staff added to contracts.

Exceptions related to the use of payment requests were also identified; however, similar exceptions were reported in a prior audit, and the exceptions identified pre-dated management's actions to address the prior audit exceptions.

Background

OC Streetcar Project

OCTA is implementing a modern streetcar running between the Santa Ana Regional Transportation Center in the City of Santa Ana and the intersection of Harbor Boulevard and Westminster Avenue in the City of Garden Grove, in cooperation with the two cities. The OC Streetcar Project, with a 4.15-mile route, is being implemented as part of the Measure M2 Project S – Transit Extensions to Metrolink. The project includes ten streetcar stops in each direction, comprised of four shared center platforms and six side platforms in each direction. Each stop will include a canopy, benches, leaning rails, trash cans, lighting, changeable message signs, video cameras, a public address system, and ticket vending machines, which will be procured separately. The project also includes a maintenance and storage facility that will accommodate up to 15 streetcar vehicles.

The current project budget is \$424,361,000. Funding includes Federal Transit Administration (FTA) New Starts discretionary funding. The project is in the construction phase, and the current estimate of construction completion is October 2022.

Contract

Effective June 1, 2015, OCTA entered into Agreement No. C-4-1854 with HDR Engineering, Inc. (HDR), for project management consultant services. A Limited Notice to Proceed, established before contract execution, was issued for the period February 23 through May 31, 2015. The agreement is a time-and-expense contract with a maximum obligation set at \$21,557,909, and an initial term through February 22, 2020. The agreement also includes two, two-year option terms. The first option term had been exercised and the maximum obligation increased to \$29,026,290.

**ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT
Oversight Controls and Contract Compliance
OC Streetcar Project Management Consultant
February 11, 2021**

Project Management, Oversight, and Monitoring

The Regional Rail Program Management Procedures define the roles and responsibilities of staff and establishes project management procedures that include requirements for the development of a Project Management Plan. Procedures also provide guidance on the preparation and update of a risk register that outlines risks that may impact the project cost, schedule, and/or technical functionality during the design, construction, start-up, operations, and revenue service phases.

Quarterly meetings are held with the FTA and its Project Management Oversight Contractor (PMOC). HDR prepares the FTA quarterly briefing book with OCTA project management review and approval. After the meetings, the FTA PMOC prepares a detailed report.

The Project Controls section prepares monthly status reports and schedules for active capital projects, including the OC Streetcar, and posts these documents to the intranet.

Beginning in 2019, quarterly updates on the OC Streetcar Project are provided to the Board of Directors (Board). The OC Streetcar Project is also included in the quarterly Measure M2 and Capital Action Plan progress reports provided to the Board.

Project Controls staff reviews consultant invoices using an invoice review checklist. Staff verifies labor rates are consistent with the contract, invoiced labor hours are adequately supported, and other direct costs are based on contract rate schedules or include adequate support. After Project Controls' review, OC Streetcar project staff reviews the invoices for level of effort and reasonableness of travel costs, and the invoices are then reviewed and approved by management with appropriate signature authorization. Once approved, invoices are forwarded to Accounts Payable for processing.

**ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT
Oversight Controls and Contract Compliance
OC Streetcar Project Management Consultant
February 11, 2021**

Objectives, Scope, and Methodology

The objectives were to assess project management and oversight controls and evaluate contract compliance related to the OC Streetcar project management consultant contract.

According to generally accepted government auditing standards, internal control is the system of processes that an entity's oversight body, management, and other personnel implement to provide reasonable assurance that the organization will achieve its operational, reporting, and compliance objectives. The five components are control environment, risk assessment, control activities, information and communication, and monitoring.¹ The components and principles that were evaluated as part of this audit are:

- Control Environment
 - OCTA demonstrates a commitment to attract, develop, and retain competent individuals in alignment with objectives.
- Risk Assessment
 - OCTA identifies risks to the achievement of its objectives across the entity and analyzes risks as a basis for determining how the risks should be managed.
- Control Activities
 - OCTA selects and develops control activities that contribute to the mitigation of risks to the achievement of objectives to acceptable levels.
- Information and Communication
 - OCTA obtains or generates and uses relevant, quality information to support the functioning of internal control.
- Monitoring
 - OCTA evaluates and communicates internal control deficiencies in a timely manner to those parties responsible for taking corrective action, including senior management and the Board, as appropriate.

The methodology consisted of testing procurements and amendments for compliance with selected procurement policies and procedures, testing the monthly Project Controls status reports and quarterly reports to the Board for evidence of project status reporting to management and the Board, assessing invoice review procedures and testing invoices paid for contract compliance and evidence of controls, and testing certain project management documentation, including a Project Management Plan and risk register, for compliance with procedures. The methodology also included testing evidence of the quarterly meetings with the FTA and its PMOC, including briefing books prepared by HDR, and monitoring reports prepared by the PMOC.

¹ See U.S. Government Accountability Office publication, "Standards for Internal Control in the Federal Government," available at <http://www.gao.gov/products/GAO-14-704G>, for more information.

**ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT
Oversight Controls and Contract Compliance
OC Streetcar Project Management Consultant
February 11, 2021**

The scope was limited to the OC Streetcar project management, including the HDR contract for project management. The scope excluded the design, construction, construction management, vehicles, quality management, and public communications contracts. The scope included all invoices paid from inception, and all quarterly meetings with the FTA and its PMOC. The scope also included selected requirements from the Program Management Procedures and status reporting presented or posted in the last two years. The judgmental sample of status reporting was selected to provide coverage of the more recent activity. Since the sample is non-statistical, any conclusions are limited to the sample items tested.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

**ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT
Oversight Controls and Contract Compliance
OC Streetcar Project Management Consultant
February 11, 2021**

Audit Comments, Recommendations, and Management Responses

Invoice Double-Billing

Testing of \$21 million in consultant invoices identified double-billings of \$5,857. Most instances involved the consultant requesting reimbursement for the same costs, or charging the same labor hours in two different monthly invoices.

Recommendation 1:

Internal Audit recommends management recover these double-billed costs.

Management Response (Capital Programs):

Management agrees with the recommendation. The \$5,857 in double-billed costs has been deducted from HDR's current invoice #2019-10.

Consultant Staff Added to Contract after Billing under Labor Classifications

Consultant staff previously billed under labor classifications were added to the contract with rate increases that did not comply with requirements established by the contract or Contracts Administration and Materials Management (CAMM) Policy (policy). Further, there is a discrepancy between contract requirements and policy.

To address a prior audit finding related to escalation controls, the HDR contract was amended to require that personnel working for six continuous months be added to the contract as named personnel with hourly rates "as last billed". CAMM policy indicates that staff may be added and billed at rates escalated beyond the contract escalation rate, provided written approval is obtained from the Project Manager (PM). As such, CAMM policy suggests that personnel may be added at rates other than "last billed".

Four consultant staff were added to the contract with rate increases that exceeded the 3.75 percent contract escalation maximum. For three of these staff, the agreement file contained an email from the PM erroneously confirming that the individuals' rates did not exceed the contract escalation maximum. There was no evidence of review or approval for the fourth staff person.

Two other consultant staff were added to the contract at rate increases within the contract escalation maximum, which appears to meet CAMM policy requirements, but not the contract requirement.

**ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT
Oversight Controls and Contract Compliance
OC Streetcar Project Management Consultant
February 11, 2021**

Recommendation 2:

Internal Audit recommends that management reconcile differences between the contract and CAMM policy requirements for establishing labor rates of staff being moved from labor classifications to named personnel. Additionally, controls should be developed to ensure compliance with these requirements.

Management Response (Finance and Administration):

Management agrees with the recommendation and will amend the language in the appropriate templates, namely time-and-expense agreements, that utilize classifications to ensure consistency with the CAMM policy. Additionally, CAMM will make this clarifying change to the affected agreements as they come up for amendments.

CAMM will continue to follow the practice of ensuring that all supporting documentation including the PM's written approval of labor rates, or any other actions, are submitted prior to processing the amendments. In those instances where the labor rate exceeds the contract allowable escalation, the PM's written authorization and justification will be sought, reviewed, and maintained in the file. CAMM staff will continue to validate the labor rate calculation for consultant staff being added to the agreement against the applicable payroll register or offer of employment.

Management Response (Capital Programs):

Management agrees with the recommendation and will implement additional controls to ensure that labor rate escalations for staff being moved from labor classifications to named personnel complies with both contract and policy requirements.

Capital Programs maintains a spreadsheet for each contract that includes classification rate schedules. The classification spreadsheet identifies the monthly billing by individual and their approved billing rate. The PM's written approval of labor rates will now include the approved classification billing rate as part of the justification memo for individuals added to the contract.



**MATERIALS WILL BE PROVIDED UNDER
SEPARATE COVER PRIOR TO THE
March 8, 2021
BOARD OF DIRECTORS MEETING.**



COMMITTEE TRANSMITTAL

March 8, 2021

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board *Andrea West*

Subject: Fiscal Year 2020-21 Second Quarter Grant Reimbursement Status Report

Finance and Administration Committee Meeting of February 24, 2021

Present: Directors Goodell, Harper, Hennessey, Hernandez, Jones, and Muller

Absent: None

Committee Vote

Following the roll call vote, this item was declared passed 6-0 by the Members present.

Committee Recommendation

Receive and file as an information item.



February 24, 2021

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Fiscal Year 2020-21 Second Quarter Grant Reimbursement Status Report

A handwritten signature in blue ink, appearing to read "Darrell E. Johnson", is written over the "From:" line of the memo.

Overview

The Quarterly Grant Reimbursement Status Report summarizes grant activities for the Orange County Transportation Authority Board of Directors. This report focuses on activity for the second quarter of fiscal year 2020-21, covering October through December 2020.

Recommendation

Receive and file as an information item.

Discussion

The Orange County Transportation Authority (OCTA) has secured grant funding from federal and state grant agencies to deliver programs, projects, and services to improve mobility in Orange County. The use of these funds is consistent with capital programming policies approved by OCTA's Board of Directors (Board). The Quarterly Grant Reimbursement Status Report summarizes current, pending close-out, and closed grant agreements.

Current Grant Agreements:

OCTA's Federal Transit Administration (FTA) formula grant agreements total 16, and FTA discretionary grant agreements total four.

The 16 FTA formula grant agreements have a total federal amount of \$598.3 million. A total of \$307.4 million has been reimbursed, leaving a balance of approximately \$290.9 million. The balance of these 16 FTA formula grant agreements will primarily fund the OC Streetcar, fixed-route bus procurements, Laguna Niguel/San Juan Capistrano passing siding project, and rail rehabilitation projects.

The four FTA discretionary grant agreements have a total federal amount of \$162.9 million, including the OC Streetcar full funding grant agreement award of \$148.9 million. A total of \$56.6 million has been reimbursed, leaving a balance of \$106.3 million. The balance of these four FTA discretionary grant agreements will primarily fund the OC Streetcar and slope stabilization improvements on the railroad right-of-way from the City of Laguna Niguel to the City of Lake Forest.

The total FTA formula and discretionary grant agreements amount to \$761.2 million. The total amount reimbursed through the second quarter under these grant agreements is \$363.9 million, leaving a balance of \$397.3 million. These grant agreements are summarized in Attachment A.

OCTA has 33 active state and Federal Highway Administration (FHWA) formula grant agreements that total \$232 million. The total amount reimbursed through the second quarter under these other agreements is \$108.9 million, leaving a balance of \$123.1 million. These grant agreements are summarized in Attachment B.

In addition, OCTA has 14 active state discretionary grant agreements that total approximately \$34.8 million. A total of \$1.3 million of these discretionary grant agreements has been reimbursed, leaving a balance of \$33.5 million. These grant agreements are summarized in Attachment C.

This report activity is as of December 31, 2020, and any grants with a deadline between the quarter end and the date this report is published will be fully reimbursed and closed out. This activity will be reflected in next quarter's report. Additionally, for these grants, staff anticipates each of the remaining balances to be fully reimbursed prior to the grant agreement expiration date.

Grant Agreements Pending Close-Out:

There are three grant agreements totaling \$11.5 million that are pending close-out in the second quarter of FY 2020-21. All invoices for these grant agreements have been submitted to their external funding agency for reimbursement. OCTA is pending approval of close-out documentation. These grant agreements are summarized in Attachment D.

Closed Grant Agreements:

There are two grant agreements totaling \$7.9 million that were closed out in the Second Quarter of Fiscal Year (FY) 2020-21. These grant agreements are summarized in Attachment E.

Summary

This report provides an update of the grant agreement-funded activities for the second quarter of FY 2020-21, October through December 2020. Staff recommends this report be received and filed as an information item.

Attachments

- A. Second Quarter Grant Reimbursement Status Report, October through December, Federal Transit Administration Formula and Discretionary Grant Agreements
- B. Second Quarter Grant Reimbursement Status Report, October through December, State and Federal Highway Administration Formula Grant Agreements
- C. Second Quarter Grant Reimbursement Status Report, October through December, State Discretionary Grant Agreements
- D. Second Quarter Grant Reimbursement Status Report, October through December, Grant Agreements Pending Close-Out
- E. Second Quarter Grant Reimbursement Status Report, October through December, Closed Grant Agreements

Prepared by:



Sam Kaur
Department Manager,
Revenue Administration
714-560-5889

Approved by:



Andrew Oftelie
Chief Financial Officer,
Finance and Administration
714-560-5649

**Second Quarter Grant Reimbursement Status Report
October through December 2020**

Federal Transit Administration Formula and Discretionary Grant Agreements						
FEDERAL FISCAL YEAR (FFY)	GRANT NUMBER	FEDERAL AMOUNT	FEDERAL AMOUNT REIMBURSED	REMAINING BALANCE	ANTICIPATED CLOSE-OUT	
FTA Section 5307 - Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant						
1	2020	CA-2020-146	\$ 160,419,003	\$ 31,368,200	\$ 129,050,803	September 2022
FTA Section 5307 CARES Grant Subtotal			\$ 160,419,003	\$ 31,368,200	\$ 129,050,803	
FTA Section 5307 - Urbanized Area Formula Grant Program						
2	2012	CA-90-Y942	\$ 57,746,966	\$ 57,623,333	\$ 123,633	April 2021
3	2013	CA-90-Z027	53,878,508	53,554,939	323,569	June 2021
4	2014	CA-90-Z174	55,129,189	55,095,991	33,198	April 2021
5	2015	CA-2016-032	55,400,721	54,919,692	481,029	September 2021
6	2020	CA-2020-273	52,238,139	0	52,238,139	December 2021
FTA Section 5307 Grant Subtotal			\$ 274,393,523	\$ 221,193,955	\$ 53,199,568	
FTA Section 5307 - Federal Funds flexed from the Federal Highway Administration (FHWA):						
7	2010	CA-95-X131	\$ 2,102,650	\$ 1,870,690	\$ 231,960	April 2021
8	2014	CA-95-X286	6,621,000	5,248,022	1,372,978	October 2021
9	2017	CA-2017-072	31,567,405	23,704,007	7,863,398	October 2021
10	2019	CA-2020-050	76,843,769	3,928,915	72,914,854	June 2026
FTA Section 5307 Flexed Grant Subtotal			\$ 117,134,824	\$ 34,751,634	\$ 82,383,190	
FTA Section 5316 - Jobs Access and Reverse Commute (JARC) Grant Program						
11	2009	CA-37-X113	\$ 13,962,491	\$ 12,512,504	\$ 1,449,987	December 2022
FTA Section 5316 Grant Subtotal			\$ 13,962,491	\$ 12,512,504	\$ 1,449,987	
FTA Section 5337 - State of Good Repair Grant Program						
12	2019	CA-2020-039	\$ 8,349,277	\$ 7,516,277	\$ 833,000	April 2022
13	2020	CA-2020-269	3,470,454	0	3,470,454	September 2021
FTA Section 5337 Grant Subtotal			\$ 11,819,731	\$ 7,516,277	\$ 4,303,454	
FTA Section 5339 - Buses and Bus Facilities Grant Program						
14	2019	CA-2020-041	\$ 13,605,987	\$ 0	\$ 13,605,987	March 2021
15	2020	CA-2020-276	6,794,700	0	6,794,700	December 2021
FTA Section 5339 Grant Subtotal			\$ 20,400,687	\$ 0	\$ 20,400,687	
FTA Section 5304 - Sustainable Communities						
16	2020	Freeway Bus Rapid Transit Concept Study	\$ 210,602	\$ 54,041	\$ 156,562	April 2022
FTA Section 5304 Grant Subtotal			\$ 210,602	\$ 54,041	\$ 156,562	

**Second Quarter Grant Reimbursement Status Report
October through December 2020**

Federal Transit Administration Formula and Discretionary Grant Agreements						
Federal Transit Administration Formula Grants Total			\$	\$	\$	\$
FEDERAL FISCAL YEAR (FFY)	GRANT NUMBER	FEDERAL AMOUNT	FEDERAL AMOUNT REIMBURSED	REMAINING BALANCE	ANTICIPATED CLOSE-OUT	
FTA Section 5309 - Discretionary Capital Grant Program						
17	2008	CA-04-0078	\$ 7,021,300	\$ 6,302,251	\$ 719,049	April 2021
18	2012	CA-05-0269	6,000,000	5,952,588	47,412	April 2021
19	2018	CA-2020-281	913,115	0	913,115	September 2025
FTA Section 5309 Grant Subtotal			\$ 13,934,415	\$ 12,254,839	\$ 1,679,576	
FTA Section 5309 - Discretionary Capital Grant Program - Full Funding Grant Agreement (FFGA)						
20	2019	CA-2019-018	\$ 148,955,409	\$ 44,300,741	\$ 104,654,668	June 2023
FTA Section 5309 FFGA Grant Subtotal			\$ 148,955,409	\$ 44,300,741	\$ 104,654,668	
Federal Transit Administration Discretionary Grants Total			\$ 162,889,824	\$ 56,555,580	\$ 106,334,244	
Total Federal Transit Administration Formula and Discretionary Grant Agreements			\$ 761,230,685	\$ 363,952,191	\$ 397,278,494	

Funding Source Notes:

FTA Section 5307 - CARES Act Grant: Federal emergency relief funds in response to COVID-19

FTA Section 5307 - Urbanized Area Formula Grant Program: Funds are used to fund preventive maintenance, capital cost of contracting, and to purchase revenue vehicles, facility modifications, and bus-related equipment.

FTA Section 5316 - Jobs Access and Reverse Commute (JARC) Grant Program: Grants provide funds to support new transit services and to establish mobility management programs to assist low-income individuals.

FTA Section 5337 - State of Good Repair Grant Program: A formula-based State of Good Repair program dedicated to repairing and upgrading the nation's rail transit systems along with high-intensity motor bus systems that use high-occupancy lanes.

FTA Section 5339 - Buses and Bus Facilities Grant Program: A new formula-based program dedicated to support capital projects such as the replacement, rehabilitation, and purchase of buses, vans, and related equipment.

FTA Section 5309 - Discretionary Capital Grant Program: Grants provide for projects that improve efficiency and coordination of transportation systems.

FTA Section 5309 - Discretionary Capital Grant Program (FFGA): Grants provide for projects that improve efficiency and coordination of transportation systems.

FTA Section 5304 - Sustainable Communities: A formula-based grant to provide a safe, sustainable, integrated and efficient transportation system.

**Second Quarter Grant Reimbursement Status Report
October through December 2020**

State and Federal Highway Administration Formula Grant Agreements						
FISCAL YEAR (FY)	PROJECT	GRANT AMOUNT	AMOUNT REIMBURSED	REMAINING BALANCE	ANTICIPATED CLOSE-OUT	
Federal Highway Administration Grant Program - Congestion Mitigation & Air Quality (CMAQ)						
1	I-5, SR-55 to SR-57 - Plans, Specifications, and Estimates (PS&E)	\$ 2,800,000	\$ 2,352,003	\$ 447,997	June 2022	
CMAQ Subtotal		\$ 2,800,000	\$ 2,352,003	\$ 447,997		
Federal Highway Administration Grant Program - Regional Surface Transportation Program (RSTP)						
2	I-5, I-405 to SR-55 - Project Approval and Environmental Document (PA/ED)	\$ 8,000,000	\$ 7,915,878	\$ 84,122	March 2021	
3	I-5 Segment 2, Oso Pkwy to Alicia Pkwy (PS&E)	10,000,000	9,813,664	186,336	June 2021	
4	I-5 Segment 3, Alicia Pkwy to El Toro Rd (PS&E)	8,044,000	7,622,210	421,790	June 2022	
5	SR-91, SR-57 to SR-55 (PA/ED)	7,000,000	5,773,419	1,226,581	June 2022	
6	SR-57, Oranewood to Katella Ave (PA/ED)	2,500,000	1,928,825	571,175	June 2021	
7	SR-55, I-5 to SR-91 (PA/ED)	5,000,000	3,850,385	1,149,615	June 2022	
RSTP Subtotal		\$ 40,544,000	\$ 36,904,381	\$ 3,639,619		
Federal Highway Administration Grant Program - State Transportation Block Grant (STBG)						
8	I-405, SR-73 to I-605 (Construction)	\$ 1,000	\$ 0	\$ 1,000	June 2021	
9	I-5, SR-55 to SR-57 (Construction)	1,340,000	76,228	1,263,772	June 2022	
10	SR-55, I-405 to I-5 (PS&E)	18,100,000	17,427,213	672,787	June 2023	
11	SR-55, I-405 to I-5 - Right of Way (ROW)	79,950,000	0	79,950,000	June 2023	
STBG Subtotal		\$ 99,391,000	\$ 17,503,441	\$ 81,887,559		
Low Carbon Transit Operations Program (LCTOP) - California Department of Transportation (CALTRANS)						
12	Bus Bicycle Racks	\$ 766,345	\$ 745,037	\$ 21,308	May 2021	
13	Bravo! Route 529 Start-up & Operations	4,787,534	4,291,737	495,797	July 2021	
14	Battery Electric Buses, Bus Depot Upgrades & Charging Infrastructure	2,523,000	0	2,523,000	June 2023	
15	College Fare Program for Fullerton	381,523	0	381,523	August 2022	
16	College Fare Program for Golden West	215,279	98,952	116,327	August 2022	
17	College Fare Program for Santa Ana College	393,198	0	393,198	June 2021	
18	Travel Training	685,000	204,008	480,992	July 2022	
19	Battery Electric Buses, Bus Depot Upgrades & Charging Infrastructure	2,909,886	0	2,909,886	June 2023	
20	Bravo! Route 529 Start-up & Operations	1,470,913	0	1,470,913	January 2021	
21	College Fare Program for IVC, Saddleback, Cypress and Coastline College	749,243	0	749,243	December 2023	
22	Discounted Age-Based Fare Program	2,000,000	0	2,000,000	September 2024	
23	MetroLink Service Expansion	2,100,000	0	2,100,000	September 2023	
CAP & TRADE LCTOP Subtotal		\$ 18,981,921	\$ 5,339,735	\$ 13,642,186		

**Second Quarter Grant Reimbursement Status Report
October through December 2020**

State and Federal Highway Administration Formula Grant Agreements						
FISCAL YEAR (FY)	PROJECT	GRANT AMOUNT	AMOUNT REIMBURSED	REMAINING BALANCE	ANTICIPATED CLOSE-OUT	
State Proposition 116: Clean Air and Transportation Improvement Act Bond Funds						
24	Laguna Niguel to SJC Passing Siding (Construction)	\$ 4,733,000	\$ 1,010,309	\$ 3,722,691	June 2023	
PROP 116 Subtotal		\$ 4,733,000	\$ 1,010,309	\$ 3,722,691		
State Proposition 1B: Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA)						
25	Raymond Ave Grade Separation Project (Construction)	\$ 45,159,562	\$ 45,101,382	\$ 58,180	March 2021	
PROP 1B PTMISEA Subtotal		\$ 45,159,562	\$ 45,101,382	\$ 58,180		
State Transportation Improvement Plan (STIP) Programming, Planning & Monitoring (PPM)						
26	PPM Program	\$ 1,481,000	\$ 676,623	\$ 804,377	December 2021	
27	PPM Program	1,000,000	0	1,000,000	December 2023	
STIP PPM Subtotal		\$ 2,481,000	\$ 676,623	\$ 1,804,377		
Senate Bill 1: State of Good Repair						
28	Shuttle Replacement Buses	\$ 5,580,604	\$ 0	\$ 5,580,604	November 2021	
29	El Dorado Cutaway Bus Replacement	2,070,281	0	2,070,281	May 2022	
30	Shuttle Replacement Buses	3,062,751	0	3,062,751	November 2021	
31	Replacement of Emergency Standby Generators	800,000	65,275	734,726	April 2021	
32	Facilities Modifications, Upgrades, and Replacement	5,852,278	0	5,852,278	August 2022	
33	Replacement of Emergency Standby Generators	574,200	0	574,200	April 2021	
SB1 SGR Subtotal		\$ 17,940,114	\$ 65,275	\$ 17,874,840		
Total State and Federal Highway Administration Formula Grant Agreements		\$ 232,030,597	\$ 108,953,149	\$ 123,077,448		

Second Quarter Grant Reimbursement Status Report
October through December 2020

State Discretionary Grant Agreements						
FISCAL YEAR (FY)	PROJECT	GRANT AMOUNT	AMOUNT REIMBURSED	REMAINING BALANCE	ANTICIPATED CLOSE-OUT	
Active Transportation Program (ATP)						
1	Safe Travels Education Program (STEP) Campaign	\$ 500,000	\$ 65,249	\$ 434,751	July 2022	
ATP Subtotal		\$ 500,000	\$ 65,249	\$ 434,751		
Air Quality Management District (AQMD) Grant Program and Mobile Source Air Pollution Reduction Review Committee (MSRC)						
2	La Habra Union Pacific Rail Bikeway	\$ 91,760	\$ 0	\$ 91,760	November 2023	
3	OC Fair Express	468,298	0	468,298	June 2021	
4	College Fare Program for Fullerton	212,000	165,236	46,764	June 2021	
MSRC Subtotal		\$ 772,058	\$ 165,236	\$ 606,822		
Transit and Intercity Rail Capital Program (TIRCP)						
5	OC Streetcar (Construction)	\$ 25,518,000	\$ 0	\$ 25,518,000	May 2022	
CAP & TRADE TIRCP Subtotal		\$ 25,518,000	\$ 0	\$ 25,518,000		
Transit Security Grant Program (TSGP) - State Office of Homeland Security						
6	Be The One Campaign	\$ 75,000	\$ 63,764	\$ 11,236	August 2021	
TSGP Subtotal		\$ 75,000	\$ 63,764	\$ 11,236		
Transportation Security Administration (TSA) National Explosives Detection Canine Team Program (NEDCTP) - Department of Homeland Security						
7	Transportation Security Administration Canine	\$ 151,500	\$ 96,595	\$ 54,905	December 2021	
TSA K9 Subtotal		\$ 151,500	\$ 96,595	\$ 54,905		
Senate Bill 1 (SB1): Local Partnership Program (LPP)						
8	Garden Grove Boulevard Signal Synchronization (Construction)	\$ 1,353,000	\$ 136,388	\$ 1,216,612	December 2023	
9	Katella Avenue Signal Synchronization (Construction)	2,449,000	98,074	2,350,926	December 2023	
10	Los Alisos Boulevard Signal Synchronization (Construction)	1,117,000	147,190	969,810	December 2023	
11	Main Street Signal Synchronization (Construction)	1,926,000	194,660	1,731,340	December 2023	
SB1 LPP Subtotal		\$ 6,845,000	\$ 576,312	\$ 6,268,688		
SB 1: Adaptation Planning Grants						
12	Orange County Rail Infrastructure Defense Against Climate Change	\$ 461,771	\$ 124,995	\$ 336,776	April 2021	
SB1 APG Subtotal		\$ 461,771	\$ 124,995	\$ 336,776		
SB 1: Planning Grants (PL)						
13	Safe Routes to School Action Plan	\$ 264,000	\$ 185,786	\$ 78,214	May 2021	
14	OC Bike Connectors Gap Closure Feasibility Study	160,000	0	160,000	April 2023	
SB1 PL Subtotal		\$ 424,000	\$ 185,786	\$ 238,214		
Total State Discretionary Grant Agreements		\$ 34,747,329	\$ 1,277,936	\$ 33,469,393		

**Second Quarter Grant Reimbursement Status Report
October through December 2020**

Grant Agreements Pending Close-out

FISCAL YEAR (FY)	FUNDING SOURCE	PROJECT	GRANT AMOUNT	AMOUNT REIMBURSED	REMAINING BALANCE
1	CMAQ ¹	I-5 from the Orange/San Diego County Line to Avenida Pico (PA/ED) ²	\$ 450,000	\$ 450,000	\$ 0
2	PROP 1B IRI ³	Laguna Niguel to SJC Passing Siding (Construction)	2,000,000	2,000,000	0
3	RSTP ⁴	I-5 Segment 1, SR-73 to Oso Pkwy (PS&E) ⁵	9,101,000	9,101,000	0
Total Grant Agreements Pending Close-out			\$ 11,551,000	\$ 11,551,000	\$ 0

1. CMAQ - Congestion Mitigation and Air Quality
2. PA/ED - Project Approval and Environmental Document
3. Prop 1B IRI - Proposition 1B Intercity Rail Improvement
4. RSTP - Regional Surface Transportation Program
5. PS&E - Plans, Specifications, and Estimates

**Second Quarter Grant Reimbursement Status Report
October through December 2020**

Closed Grant Agreements						
FISCAL YEAR (FY)	FUNDING SOURCE	PROJECT	GRANT AMOUNT	AMOUNT REIMBURSED	REMAINING BALANCE	
1	FTA ¹ Section 5307 Flexed	FTA CA-95-X254	\$ 5,657,000	\$ 5,657,000	\$ 0	0
2	FTA Section 5310	FTA CA-2020-270	2,255,173	2,255,173	0	0
Total Closed Grants			\$ 7,912,173	\$ 7,912,173	\$ 0	0

1. FTA - Federal Transit Administration



COMMITTEE TRANSMITTAL

March 8, 2021

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board *Andrea West*

Subject: Orange County Transportation Authority Investment and Debt Programs Report - January 2021

Finance and Administration Committee Meeting of February 24, 2021

Present: Directors Goodell, Harper, Hennessey, Hernandez, Jones, and Muller

Absent: None

Committee Vote

Following the roll call vote, this item was declared passed 6-0 by the Members present.

Committee Recommendation

Receive and file as an information item.



February 24, 2021

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Orange County Transportation Authority Investment and Debt Programs Report – January 2021

Overview

The Orange County Transportation Authority has a comprehensive investment and debt program to fund its immediate and long-term cash flow demands. Each month, the Treasurer submits a report detailing investment allocation, performance, compliance, outstanding debt balances, and credit ratings for the Orange County Transportation Authority's debt program. This report is for the month ending January 31, 2021. The report has been reviewed and is consistent with the investment practices contained in the Investment Policy.

Recommendation

Receive and file as an information item.

Discussion

As of January 31, 2021, the Orange County Transportation Authority's (OCTA) outstanding investments totaled \$2 billion. The portfolio is divided into three managed portfolios: the liquid portfolio for immediate cash needs, the short-term portfolio for future budgeted expenditures, and the bond proceeds portfolio to meet Measure M2 (M2) transportation program needs. In addition to these portfolios, OCTA has funds invested in debt service reserve funds for the 91 Express Lanes Program.

The weighted average book yield for the OCTA portfolio is 1.3 percent. The book yield measures the exact income, or interest, on a bond without regard to market price change. The yield is the income return on an investment, such as the interest received from holding a particular security. The yield is usually expressed as an annual percentage rate based on the investment's cost and market value.

OCTA's month-end balance in the Local Agency Investment Fund (LAIF) increased from \$10,722,918 to \$45,939,988. OCTA increased the funds invested in LAIF from Bank of the West to take advantage of higher yield opportunities while maintaining liquidity. OCTA was able to increase the average monthly yield on the funds from 0.2 percent to 0.5 percent. OCTA's month-end balance in the Orange County Investment Pool (OCIP) was \$15,560,601. For the month of December, the monthly gross yield for the OCIP was 0.8 percent. Yields for the month of January will be received in February.

During the month of January, one security held within OCTA's investment portfolio was downgraded. The total number of securities on the Negative Credit Watch list increased from three securities to six securities for the month. Please refer to A-8 (Rating Downgrades and Negative Credit Watch) of Attachment A for further details. As of January 31, 2021, the securities reflected on A-8 still meet the minimum ratings requirements set forth by OCTA's Investment Policy.

OCTA's debt program is separate from its investment program and is comprised of M2 Sales Tax Revenue Bonds, 91 Toll Revenue Bonds, and 2017 Transportation Infrastructure Finance and Innovation Act (TIFIA) Loan. The debt program currently has an outstanding principal balance of \$1 billion as of January 31, 2021. Approximately 63 percent of the outstanding balance is comprised of M2 debt, nine percent is associated with the 91 Express Lanes Program, and 29 percent is for the TIFIA Loan.

Summary

The Treasurer is submitting a copy of the Orange County Transportation Authority Investment and Debt Programs report to the Finance and Administration Committee. The report is for the month ending January 31, 2021.

Attachments

- A. Orange County Transportation Authority Investment and Debt Programs – For the Period Ending January 31, 2021.
- B. Orange County Transportation Authority Portfolio Listing as of January 31, 2021

Prepared by:



Robert Davis
Department Manager
Treasury/Public Finance
(714) 560-5675

Approved by:



Andrew Oftelie
Chief Financial Officer
Finance and Administration
(714) 560-5649

**Treasury/Public Finance Department's
Report On**

**Orange County Transportation Authority
Investment and Debt Programs**



**Presented to the
Finance and Administration Committee**

**For The Period Ending
January 31, 2021**

INVESTMENT PROGRAM

OCTA Investment Dashboard

1/31/2021

Safety of Principal

Securities that fell below OCTA's minimum credit quality requirements during the month of January 2021:

Not applicable.

Securities currently held within OCTA's portfolio that fell below OCTA's minimum credit quality requirements during prior reporting periods:

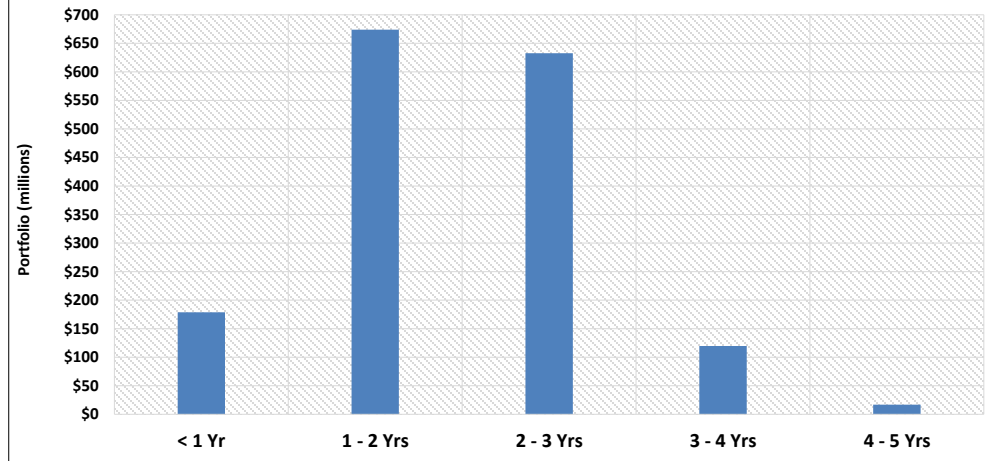
On Thursday, February 20, 2020, Moody's downgraded the long-term debt rating of Nissan to Baa1 from A3. OCTA holds security positions in Nissan Auto/Lease asset backed securities, representing less than 0.01% of the portfolio. However, for asset backed securities, receivables are sold via a legal concept called "true sale" into a bankruptcy-remote issuing trust, therefore isolated from the financial health of the issuer. There has been no negative price action on the asset backed securities on news of the downgrade. The Treasurer reviewed the position and recommended the securities be held for the short-term. The Treasurer presented his recommendation to the Deputy Chief Executive Officer who concurred.

Securities downgraded or placed on Negative Credit Watch during the month of January 2021, but remain in compliance with OCTA's Investment Policy:

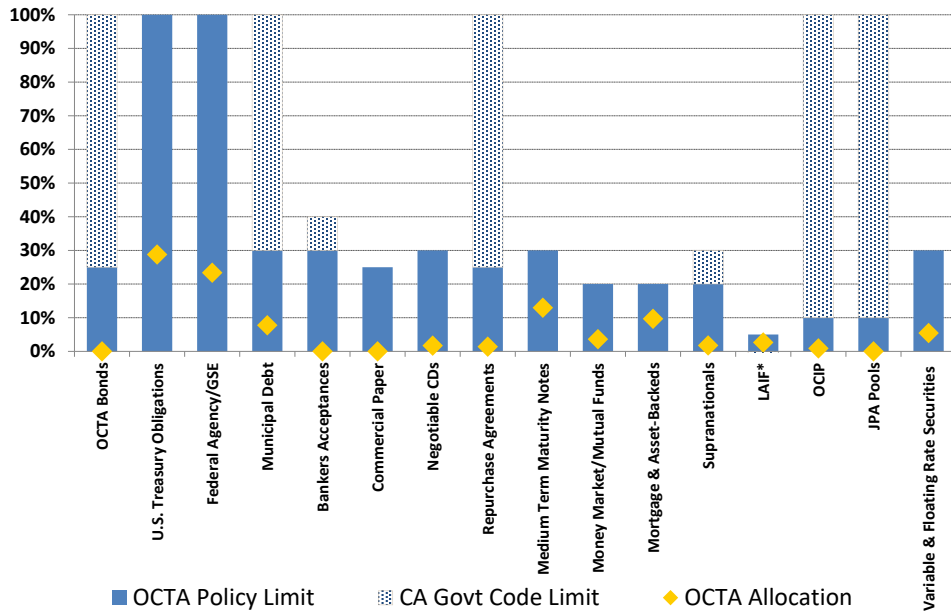
One security held within OCTA's investment portfolio was downgraded during the month. The total number of securities on the Negative Credit Watch list increased from three securities to six securities for the month.

For further details please refer to A-8 of this report.

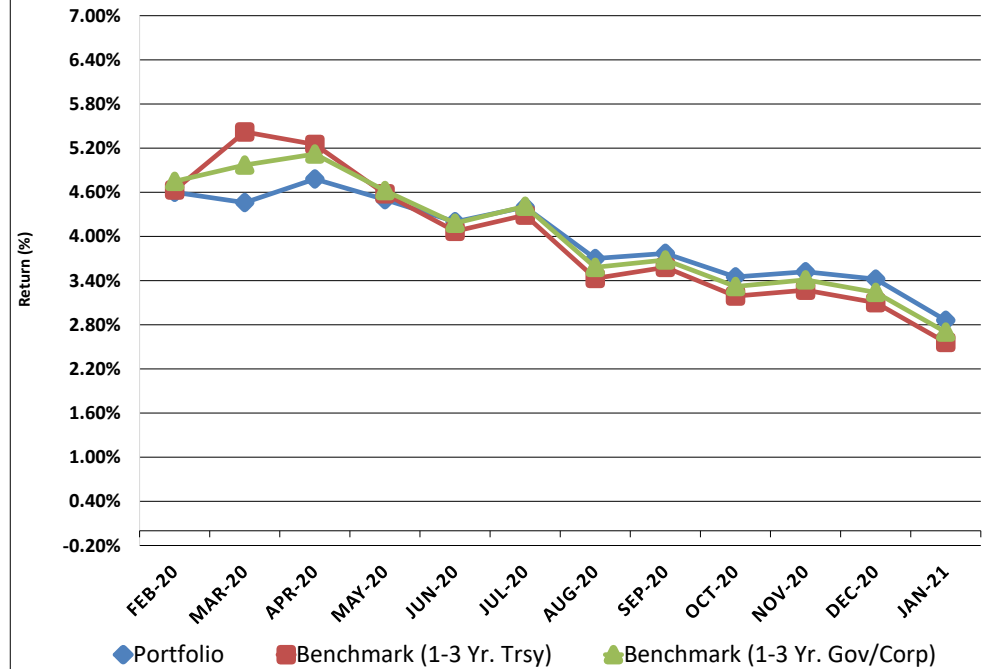
Portfolio Liquidity



Portfolio Diversification



Portfolio Return - 12 Month



*Per CA Government Code LAIF limit is \$75 million

Investment Compliance

1/31/2021

Portfolio Subject to Investment Policy			
Short-Term/Liquid Portfolio ¹	Dollar Amount Invested	Percent Of Portfolio	Investment Policy Maximum Percentages
U.S. Treasury Obligations	\$ 503,330,446	28.8%	100%
Federal Agency/GSE	408,387,164	23.4%	100%
Municipal Debt	135,772,053	7.8%	30%
Commercial Paper	-	0.0%	25%
Negotiable Certificates of Deposit	29,800,000	1.7%	30%
Repurchase Agreements	24,533,143	1.4%	25%
Medium Term Maturity Notes/Corporates	226,602,609	13.0%	30%
Money Market/Mutual Funds	63,360,988	3.6%	20%
Mortgage & Asset-Backed	169,135,530	9.7%	20%*
Supranationals	30,934,095	1.8%	20%
Local Agency Investment Fund**	45,939,988	2.6%	\$ 75 Million
Orange County Investment Pool	15,560,601	0.9%	10%
Joint Powers Authority Pools	-	0.0%	10%
Bank Deposits	-	0.0%	5%
Variable & Floating Rate Securities	95,157,357	5.4%	30%
Total Short-Term/Liquid Portfolio	\$ 1,748,513,975	100.0%	

1. Excludes portion of Liquid Portfolio subject to Indenture

*Asset-backed securities, excluding mortgages, may not exceed 10 percent of the allocation

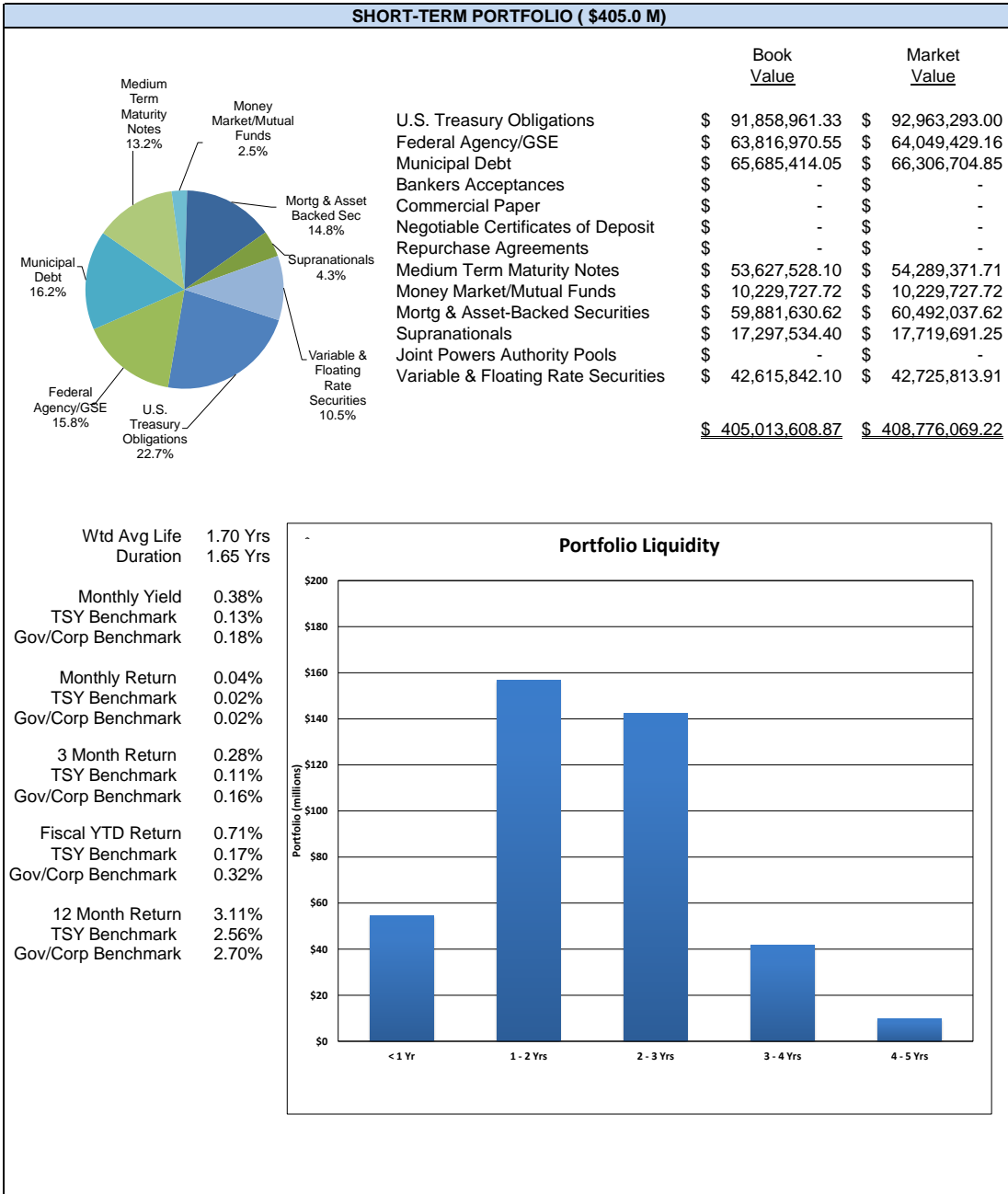
**OCTA has increased the balance in the LAIF (Pool) from \$11m to \$46m during the month of January. The move allowed OCTA to increase yield from 0.20% to 0.44% on the funds while maintaining liquidity and safety of funds.

Portfolio Subject to Indenture						
Liqud Portfolio*	Dollar Amount Invested	Credit Quality	OCTA Term	Indenture Requirements		
				Credit Quality	Term	
Money Market Funds	\$ 55,212,631	AAA/Aaa	45 days	Min. A2/A	Max. 4 years	
Bond Proceeds Portfolio						
Money Market Funds	\$ 120,530,053	AAA/Aaa	45 days	Min. A2/A	Max. 4 years	
Commercial Paper	\$ -	P-1/F-1/A-1	60-90 days	Min. A2/A	Max. 4 years	
Guaranteed Investment Contract	50,350,000	Aa2/AA-/A+	N/A	Min. A3/A-	N/A	
Total Bond Proceeds Portfolio	\$ 170,880,053					
Reserve Funds Portfolio						
Commercial Paper	\$ 25,076,772	P-1/F-1	60-150 days	Min. A-1/P-1	Max. 180 days	
Bank Deposits	\$ 213,077					
US Treasuries Obligations	515	AAA/Aaa	30 days	Min. A2/A	Max. 5 years	
Total Reserve Funds Portfolio	\$ 25,290,364					
Total Portfolio Subject to Indenture	\$ 196,170,416					
Portfolio Total	\$ 1,999,897,022					

*Reflects portion of Liquid Portfolio subject to Indenture

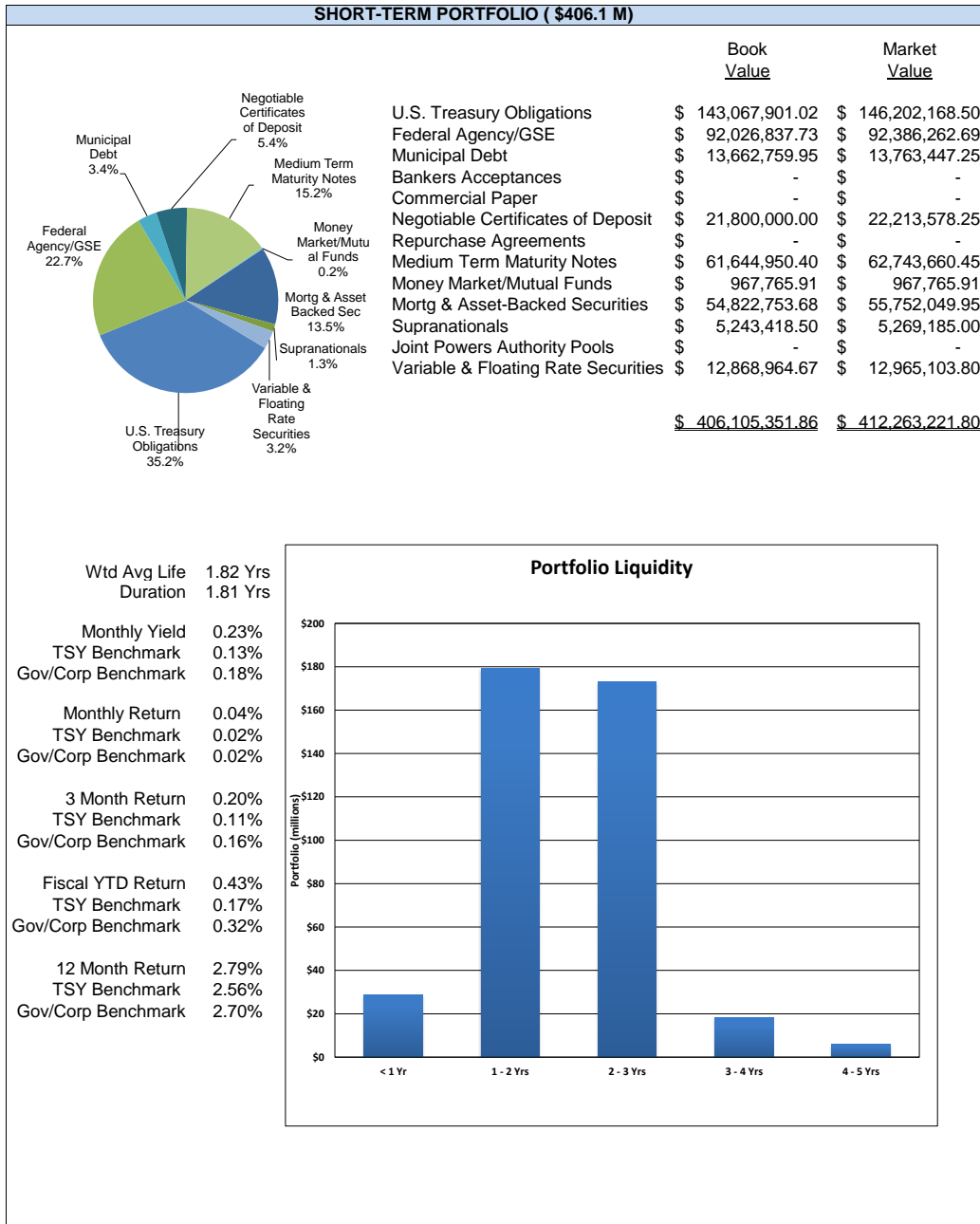
Investment Manager Diversification and Maturity Schedules

**MetLife Investment Management
1/31/2021**



Investment Manager Diversification and Maturity Schedules

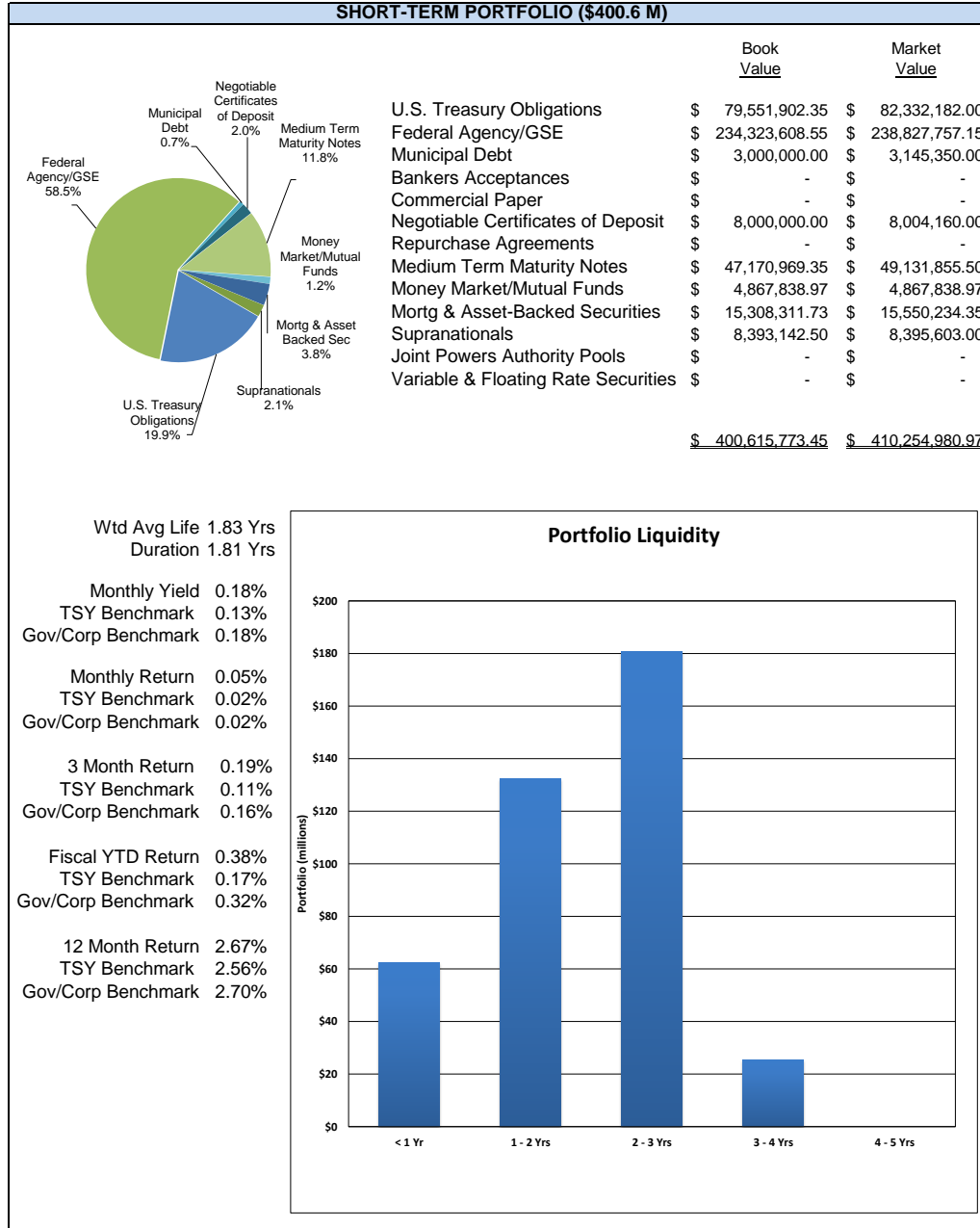
PFM
1/31/2021



Investment Manager Diversification and Maturity Schedules

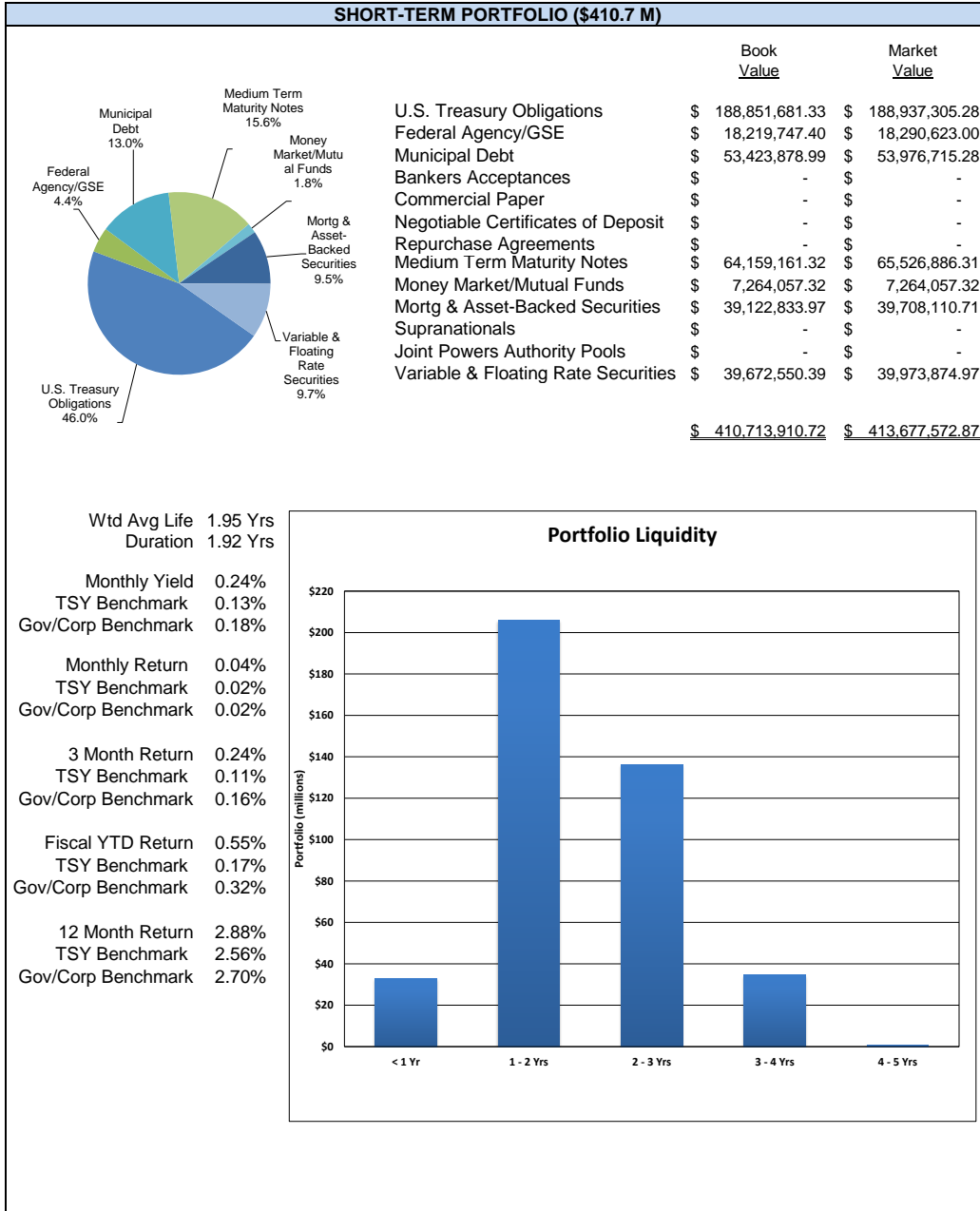
Chandler Asset Management

1/31/2021



Investment Manager Diversification and Maturity Schedules

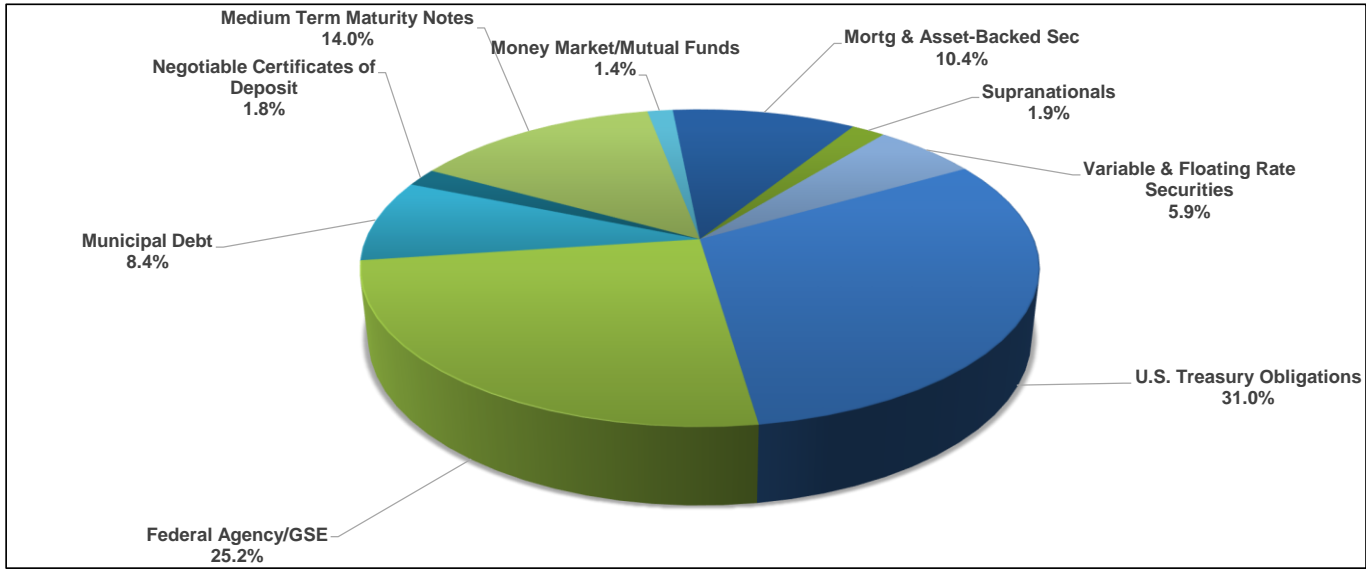
Payden & Rygel
1/31/2021



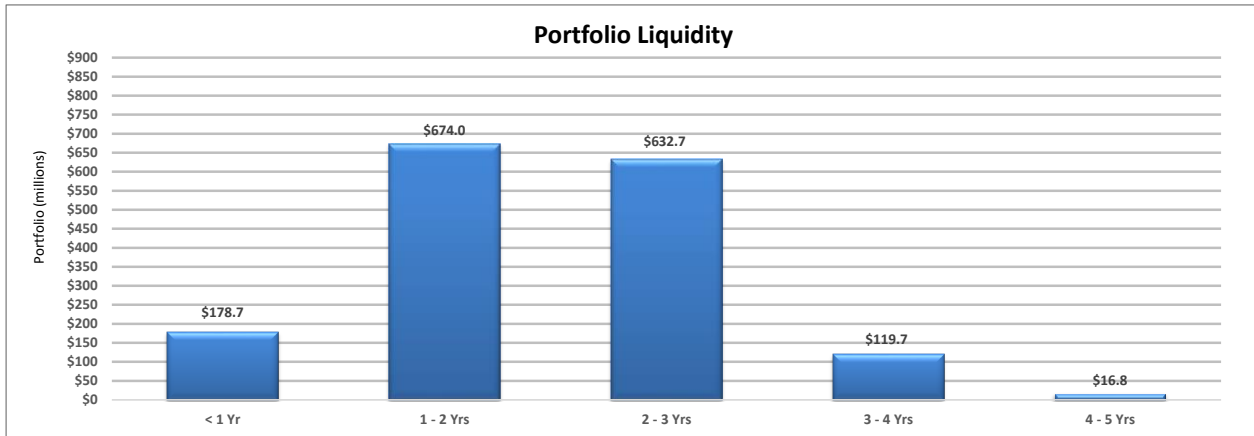
Short-Term Portfolio

1/31/2021

Portfolio Composition



Portfolio Liquidity



Rating Downgrades & Negative Credit Watch

1/31/2021

<u>Investment Manager / Security</u>	<u>Par Amount</u>	<u>Maturity</u>	<u>S&P</u>	<u>Moody's</u>	<u>Fitch Ratings</u>
Rating Downgrades:					
<p>Port Authority of New York & New Jersey</p> <p>On January 19, 2021, Fitch downgraded the long-term ratings of the Port Authority from AA- to A+. The downgrade reflects elevated stresses to both the agency's operating activities and revenue generation as a result of COVID-19. The security complies with the requirements of the Investment Policy, and the investment manager is comfortable holding the security due to the mature, diverse, and monopolistic transportation infrastructure the Port Authority provides, supported further by a conservative debt structure.</p>	\$ 2,220,000	7/1/2023	A+	Aa3	A+
Negative Credit Watch:					
PFM					
<p>Chevron</p> <p>On January 25, 2021, S&P placed the long-term ratings of Chevron under review for possible downgrade. The credit watch placement is due to an overall review of the energy sector by S&P, noting energy transitions, price volatility, and weaker profitability are increasing risks for oil and gas producers. S&P expects to resolve these CreditWatch placements within a few weeks. The security complies with the requirements of the Investment Policy, and the investment manager is comfortable holding the security due to Chevron's large scale and globally diversified operations.</p>	\$ 1,375,000	Various*	AA	Aa2	N/A
<p>Exxon</p> <p>On January 25, 2021, S&P placed the long-term ratings of Exxon under review for possible downgrade. The credit watch placement is due to an overall review of the energy sector by S&P, noting energy transitions, price volatility, and weaker profitability are increasing risks for oil and gas producers. S&P expects to resolve these CreditWatch placements within a few weeks. The security complies with the requirements of the Investment Policy, and the investment manager is comfortable holding the security due to Exxon's large scale and globally diversified operations.</p>	\$ 1,600,000	3/6/2022	AA	Aa1	N/A
<p>Merck & Co.</p> <p>On February 5, 2020, S&P placed the long-term ratings of Merck & Co. under review for possible downgrade. The credit watch placement is due to Merck's announcement that it will be spinning off a large portion of their brand. The security complies with the requirements of the Investment Policy, and the investment manager is comfortable holding the security due to the industry strength of Merck, and their vast pharmaceutical diversification.</p>	\$ 1,250,000	2/10/2022	AA-	A1	A+
Payden & Rygel					
<p>Chevron</p> <p>On January 25, 2021, S&P placed the long-term ratings of Chevron under review for possible downgrade. The credit watch placement is due to an overall review of the energy sector by S&P, noting energy transitions, price volatility, and weaker profitability are increasing risks for oil and gas producers. S&P expects to resolve these CreditWatch placements within a few weeks. The security complies with the requirements of the Investment Policy, and the investment manager is comfortable holding the security due to Chevron's large scale and globally diversified operations.</p>	\$ 455,000	5/11/2023	AA	Aa2	N/A
<p>Exxon</p> <p>On January 25, 2021, S&P placed the long-term ratings of Exxon under review for possible downgrade. The credit watch placement is due to an overall review of the energy sector by S&P, noting energy transitions, price volatility, and weaker profitability are increasing risks for oil and gas producers. S&P expects to resolve these CreditWatch placements within a few weeks. The security complies with the requirements of the Investment Policy, and the investment manager is comfortable holding the security due to Exxon's large scale and globally diversified operations.</p>	\$ 2,065,000	4/15/2023	AA	Aa1	N/A
<p>Southern CA Public Power Authority</p> <p>On September 11, 2020, S&P placed the long-term ratings of the Southern CA Public Power Authority (SCAPPA) under review for possible downgrade. The credit watch placement is due to the weakening of one of the project participants, the City of Anaheim, this weakening comes as a result of implications from COVID-19, and its impacts on the tourism and hospitality industries. The security remains in compliance with the requirements of the Investment Policy. Based on the fundamental value of the utility itself as well as the inherent value of the bond, the investment manager is comfortable holding the security.</p>	\$ 2,735,000	7/1/2023	AA-	N/A	AA-

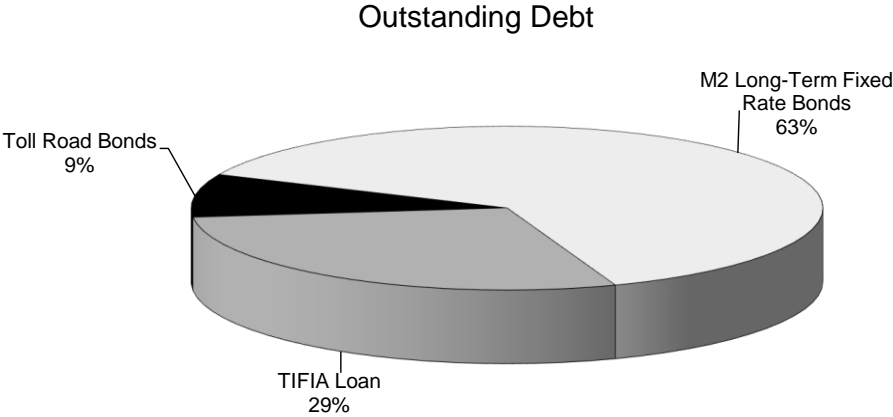
*5/16/21,5/11/23,8/11/23

DEBT PROGRAM

(M2 Sales Tax Revenue Bonds, 91 Toll Revenue Bonds, 2017 TIFIA Loan (I-405))

Total Outstanding Debt*

As of 1/31/21



TOTAL OUTSTANDING DEBT: \$998,955,000

*Comprised of OCTA's debt obligations (M2 Sales Tax Revenue Bonds, 91 Toll Revenue Bonds, and 2017 TIFIA Loan (I-405)) currently outstanding and irrespective of OCTA's investment program.

Outstanding Debt*

As of 1/31/21

Orange County Local Transportation Authority (OCLTA-M2)

2010 Series A Taxable Build America Bonds - Sales Tax Revenue Bonds

Issued:	\$	293,540,000
Outstanding:		250,000,000
Debt Service FY 2021:		17,270,000
Pledged Revenue Source:	M2 Sales Tax Revenues	
Ratings (Fitch/ Moody's/ S&P):		AA+/Aa2/AA+
Final Maturity:		2041

2019 M2 Sales Tax Bond

Issued:	\$	376,690,000
Outstanding:		376,690,000
Debt Service FY 2021:		26,569,650
Pledged Revenue Source:	M2 Sales Tax Revenues	
Ratings (Fitch/ S&P):		AA+/AA+
Final Maturity:		2041

91 Express Lanes

2013 OCTA 91 Express Lanes Refunding Bonds

Issued:	\$	124,415,000
Outstanding:		85,265,000
Debt Service FY 2021:		10,795,075
Pledged Revenue Source:	91 Toll Road Revenues	
Ratings (Fitch/ Moody's/ S&P):		A+/A1/AA-
Final Maturity:		2030

405 Express Lanes

2017 TIFIA Loan

Outstanding:	\$	287,000,000
Accrued Interest:		20,978,868
Pledged Revenue Source:	405 Toll Road Revenues	
Ratings (Moody's):		Baa2
Final Maturity:		2057

*Comprised of OCTA's debt obligations (M2 Sales Tax Revenue Bonds, 91 Toll Revenue Bonds, and 2017 TIFIA Loan (I-405)) currently outstanding and irrespective of OCTA's investment program.

Orange County Transportation Authority
Portfolio Listing
As of January 31, 2021

ATTACHMENT B

LIQUID PORTFOLIO				
DESCRIPTION	MATURITY DATE	BOOK VALUE	MARKET VALUE	YIELD
<u>CASH EQUIVALENTS</u>				
BANK DEPOSITS	1/31/2021	24,533,143.00	24,533,143.00	
MONEY MARKET DEMAND ACCOUNT	N/A	40,031,597.88	40,031,597.88	0.20%
FIDELITY TREASURY OBLIGATIONS FUND	N/A	26,374,242.74	26,374,242.74	0.01%
FEDERATED TREASURY OBLIGATIONS FUND	N/A	28,838,388.67	28,838,388.67	0.01%
SUB-TOTAL		119,777,372.29	119,777,372.29	
<u>LOCAL AGENCY INVESTMENT FUND (LAIF)</u>				
	N/A	45,939,988.31	45,939,988.31	0.46%
<u>ORANGE COUNTY INVESTMENT POOL (OCIP)</u>				
	N/A	15,560,600.52	15,560,600.52	0.77%
LIQUID PORTFOLIO - TOTAL		\$ 181,277,961.12	\$ 181,277,961.12	

SHORT-TERM PORTFOLIO				
DESCRIPTION	MATURITY DATE	BOOK VALUE	MARKET VALUE	YIELD
<u>Money Market Funds</u>				
FIRST AMER:GVT OBLG Z	1/30/2021	967,765.91	967,765.91	0.03
FIRST AMER:GVT OBLG Z	1/31/2021	4,867,838.97	4,867,838.97	0.03
FIRST AMER:GVT OBLG Z	1/30/2021	10,229,727.72	10,229,727.72	0.03
FIRST AMER:GVT OBLG Z	1/31/2021	7,264,057.32	7,264,057.32	0.03
SUB-TOTAL		23,329,389.92	23,329,389.92	
<u>NEGOTIABLE CERTIFICATES OF DEPOSIT</u>				
Credit Suisse AG, New York Branch	2/1/2022	3,100,000.00	3,102,573.00	0.44
DNB Bank ASA, New York Branch	12/2/2022	3,875,000.00	3,994,388.75	0.38
Nordea Bank Abp, New York Branch	8/26/2022	3,875,000.00	3,982,531.25	0.10
Skandinaviska Enskilda Banken AB (publ.)	8/26/2022	3,875,000.00	3,983,422.50	0.10
Societe Generale, New York Branch	2/14/2022	4,000,000.00	4,072,680.00	0.05
Sumitomo Mitsui Banking Corporation, New York Bra	7/8/2022	3,075,000.00	3,077,982.75	0.63
Royal Bank of Canada New York Branch	2/19/2021	8,000,000.00	8,004,160.00	0.11
SUB-TOTAL		29,800,000.00	30,217,738.25	

<u>U.S. TREASURY OBLIGATIONS</u>				
DESCRIPTION	MATURITY DATE	BOOK VALUE	MARKET VALUE	YIELD
UNITED STATES TREASURY	7/31/2022	4,097,668.75	4,197,526.10	0.13
UNITED STATES TREASURY	7/31/2022	7,004,300.00	7,307,184.80	0.13
UNITED STATES TREASURY	7/31/2022	6,005,625.00	6,157,740.00	0.13
UNITED STATES TREASURY	7/31/2022	5,216,656.25	5,336,708.00	0.13
UNITED STATES TREASURY	9/30/2022	7,534,603.16	7,780,298.40	0.13
UNITED STATES TREASURY	10/31/2022	5,360,733.97	5,566,037.40	0.13
UNITED STATES TREASURY	2/28/2023	5,538,052.36	5,825,864.00	0.14
UNITED STATES TREASURY	2/15/2022	7,191,843.75	7,378,632.00	0.13
UNITED STATES TREASURY	4/15/2022	6,003,750.00	6,154,200.00	0.12
UNITED STATES TREASURY	12/31/2022	4,326,890.63	4,515,691.50	0.14
UNITED STATES TREASURY	12/31/2022	6,439,408.22	6,841,013.10	0.14
UNITED STATES TREASURY	1/31/2023	1,253,320.31	1,290,425.00	0.13
UNITED STATES TREASURY	1/31/2023	2,911,894.53	2,993,786.00	0.13
UNITED STATES TREASURY	3/31/2023	15,308,789.06	15,440,700.00	0.14
UNITED STATES TREASURY	6/30/2023	4,097,187.50	4,117,800.00	0.16
UNITED STATES TREASURY	11/15/2022	3,995,937.50	4,107,200.00	0.13
UNITED STATES TREASURY	2/28/2022	1,006,718.75	1,018,980.00	0.12
UNITED STATES TREASURY	4/30/2022	633,273.05	643,803.30	0.12
UNITED STATES TREASURY	4/30/2022	1,974,765.63	2,043,820.00	0.12
UNITED STATES TREASURY	5/31/2022	9,031,289.06	9,194,760.00	0.13
UNITED STATES TREASURY	6/30/2022	2,010,156.25	2,046,260.00	0.12
UNITED STATES TREASURY	10/15/2022	745,312.50	765,937.50	0.13
UNITED STATES TREASURY	1/15/2023	2,713,289.06	2,772,036.00	0.14
UNITED STATES TREASURY	1/15/2023	4,101,875.00	4,106,720.00	0.14
UNITED STATES TREASURY	5/15/2023	2,192,093.75	2,199,142.00	0.14
UNITED STATES TREASURY	6/15/2023	4,003,281.25	4,010,000.00	0.14
UNITED STATES TREASURY	6/15/2023	1,051,927.73	1,052,625.00	0.14
UNITED STATES TREASURY	10/15/2023	9,980,859.38	9,989,500.00	0.16
UNITED STATES TREASURY	11/15/2023	4,123,057.81	4,129,352.40	0.17
UNITED STATES TREASURY	11/30/2022	874,179.69	875,175.00	0.11
UNITED STATES TREASURY	12/15/2023	1,995,468.75	1,996,880.00	0.18
UNITED STATES TREASURY	12/15/2023	2,418,842.77	2,421,217.00	0.18
UNITED STATES TREASURY	12/31/2022	1,924,849.61	1,925,154.00	0.12
UNITED STATES TREASURY	7/31/2022	6,061,226.56	6,362,998.00	0.13
UNITED STATES TREASURY	8/31/2022	4,470,357.42	4,778,619.00	0.13
UNITED STATES TREASURY	8/31/2022	2,874,960.94	3,082,980.00	0.13
UNITED STATES TREASURY	11/30/2022	7,718,648.44	8,067,540.00	0.13
UNITED STATES TREASURY	4/30/2023	5,234,208.98	5,424,090.00	0.15
UNITED STATES TREASURY	5/31/2023	7,787,187.50	8,274,400.00	0.15
UNITED STATES TREASURY	10/31/2023	8,007,187.50	8,320,960.00	0.16
UNITED STATES TREASURY	6/30/2022	4,329,843.75	4,604,085.00	0.12
UNITED STATES TREASURY	8/15/2022	6,983,046.88	7,149,590.00	0.12
UNITED STATES TREASURY	10/15/2022	7,957,187.50	8,170,000.00	0.13
UNITED STATES TREASURY	2/28/2022	10,149,609.38	10,109,400.00	0.11
UNITED STATES TREASURY	12/15/2023	7,978,437.50	7,987,520.00	0.18
UNITED STATES TREASURY	5/15/2022	5,061,718.75	5,129,100.00	0.13
UNITED STATES TREASURY	5/15/2022	8,869,816.41	8,955,408.60	0.13
UNITED STATES TREASURY	5/15/2022	1,979,554.69	2,000,349.00	0.13
UNITED STATES TREASURY	9/30/2022	9,196,083.40	9,392,555.15	0.12
UNITED STATES TREASURY	9/30/2022	7,699,007.81	7,857,085.50	0.12
UNITED STATES TREASURY	9/30/2022	10,407,680.66	10,604,497.75	0.12
UNITED STATES TREASURY	9/30/2022	4,212,140.63	4,313,694.00	0.12
UNITED STATES TREASURY	10/15/2022	6,859,031.25	7,046,625.00	0.13
UNITED STATES TREASURY	10/15/2022	3,944,908.20	4,033,937.50	0.13
UNITED STATES TREASURY	3/15/2023	4,087,313.28	4,086,223.50	0.14
UNITED STATES TREASURY	3/15/2023	5,110,995.70	5,109,039.00	0.14
UNITED STATES TREASURY	3/15/2023	3,678,658.20	3,678,105.00	0.14
UNITED STATES TREASURY	3/15/2023	4,132,031.25	4,131,570.00	0.14
UNITED STATES TREASURY	3/15/2023	2,821,000.00	2,821,560.00	0.14
UNITED STATES TREASURY	3/15/2023	614,622.66	614,697.00	0.14
UNITED STATES TREASURY	5/15/2023	4,098,078.13	4,098,401.00	0.14
UNITED STATES TREASURY	10/15/2023	4,989,843.75	4,994,750.00	0.16
UNITED STATES TREASURY	10/15/2023	4,096,476.56	4,095,695.00	0.16
UNITED STATES TREASURY	12/31/2022	39,184,222.19	39,182,134.32	0.12
UNITED STATES TREASURY	12/31/2022	50,000,000.00	50,004,000.00	0.12
UNITED STATES TREASURY	12/31/2022	549,829.97	550,044.00	0.12
UNITED STATES TREASURY	12/31/2022	36,440,759.77	36,457,916.40	0.12
UNITED STATES TREASURY	12/31/2022	3,749,560.55	3,750,300.00	0.12
UNITED STATES TREASURY	12/31/2022	5,799,668.82	5,800,464.00	0.12
UNITED STATES TREASURY	12/31/2022	3,935,153.71	3,935,314.80	0.12

**Orange County Transportation Authority
Portfolio Listing
As of January 31, 2021**

DESCRIPTION	MATURITY DATE	BOOK VALUE	MARKET VALUE	YIELD
UNITED STATES TREASURY	1/15/2024	27,151,585.31	27,189,852.88	0.18
UNITED STATES TREASURY	1/15/2024	11,192,214.69	11,207,989.04	0.18
UNITED STATES TREASURY	1/15/2024	6,956,193.75	6,965,997.84	0.18
UNITED STATES TREASURY	1/15/2024	1,087,871.09	1,088,125.20	0.18
UNITED STATES TREASURY	1/15/2024	2,804,621.48	2,805,166.80	0.18
SUB-TOTAL		503,330,446.03	510,434,948.78	
<u>FEDERAL AGENCY/GSE</u>				
FEDERAL HOME LOAN MORTGAGE CORP	6/8/2022	6,996,640.00	7,017,360.00	0.07
FEDERAL NATIONAL MORTGAGE ASSOCIATION	5/22/2023	8,160,363.15	8,202,843.30	0.16
FEDERAL NATIONAL MORTGAGE ASSOCIATION	7/10/2023	7,758,283.75	7,792,182.75	0.16
FEDERAL HOME LOAN MORTGAGE CORP	4/20/2023	7,526,137.50	7,580,838.75	0.16
FEDERAL HOME LOAN MORTGAGE CORP	5/5/2023	7,146,997.00	7,186,036.00	0.15
FEDERAL HOME LOAN MORTGAGE CORP	6/26/2023	7,383,377.40	7,420,772.65	0.16
FEDERAL HOME LOAN MORTGAGE CORP	7/25/2022	4,963,756.50	4,976,293.50	0.11
FEDERAL HOME LOAN MORTGAGE CORP	8/24/2023	9,190,616.00	9,220,700.00	0.16
FEDERAL HOME LOAN MORTGAGE CORP	9/8/2023	5,275,963.27	5,286,710.50	0.16
FEDERAL HOME LOAN MORTGAGE CORP	9/8/2023	6,997,690.00	7,015,540.00	0.16
FEDERAL HOME LOAN MORTGAGE CORP	10/16/2023	3,088,437.00	3,095,753.00	0.18
FEDERAL HOME LOAN MORTGAGE CORP	10/16/2023	1,991,720.00	1,997,260.00	0.18
FEDERAL HOME LOAN MORTGAGE CORP	11/6/2023	8,192,620.00	8,207,954.00	0.21
FEDERAL HOME LOAN MORTGAGE CORP	12/4/2023	6,918,144.25	6,933,379.25	0.21
FHMS K-727 A1	10/25/2023	436,091.91	452,638.99	0.58
FEDERAL HOME LOAN BANKS	9/8/2023	4,135,800.00	4,230,160.00	0.16
FEDERAL HOME LOAN BANKS	9/8/2023	4,104,600.00	4,230,160.00	0.16
FEDERAL HOME LOAN BANKS	3/8/2024	5,201,750.00	5,253,750.00	0.24
FEDERAL HOME LOAN BANKS	3/10/2023	5,053,550.00	5,279,700.00	0.10
FEDERAL HOME LOAN BANKS	6/10/2022	4,988,900.00	5,179,950.00	0.11
FEDERAL HOME LOAN BANKS	12/9/2022	7,058,660.00	7,380,310.00	0.08
FEDERAL HOME LOAN BANKS	3/11/2022	3,046,221.55	3,158,824.05	0.11
FEDERAL HOME LOAN BANKS	3/11/2022	1,160,218.50	1,203,117.75	0.11
FEDERAL HOME LOAN BANKS	6/9/2023	3,977,720.00	4,187,400.00	0.14
FEDERAL HOME LOAN BANKS	6/9/2023	4,029,880.00	4,187,400.00	0.14
FEDERAL HOME LOAN BANKS	9/9/2022	6,828,560.00	7,127,012.00	0.14
FEDERAL FARM CREDIT BANKS FUNDING CORP	12/17/2021	6,022,920.00	6,142,740.00	0.10
FEDERAL FARM CREDIT BANKS FUNDING CORP	3/1/2021	6,965,140.00	7,014,140.00	0.22
FEDERAL FARM CREDIT BANKS FUNDING CORP	11/15/2021	7,034,930.00	7,163,450.00	0.11
FEDERAL FARM CREDIT BANKS FUNDING CORP	7/17/2023	5,060,200.00	5,330,450.00	0.19
FEDERAL FARM CREDIT BANKS FUNDING CORP	6/26/2023	6,967,450.00	7,265,930.00	0.19
FEDERAL FARM CREDIT BANKS FUNDING CORP	2/1/2023	4,996,450.00	5,170,050.00	0.15
FEDERAL FARM CREDIT BANKS FUNDING CORP	8/14/2023	4,993,550.00	5,178,000.00	0.20
FEDERAL FARM CREDIT BANKS FUNDING CORP	8/14/2023	7,983,280.00	8,001,280.00	0.19
FEDERAL FARM CREDIT BANKS FUNDING CORP	2/21/2023	5,000,600.00	5,132,750.00	0.16
FEDERAL FARM CREDIT BANKS FUNDING CORP	4/8/2022	7,204,321.80	7,237,150.05	0.12
FEDERAL FARM CREDIT BANKS FUNDING CORP	5/6/2022	8,124,668.55	8,149,968.40	0.10
FEDERAL FARM CREDIT BANKS FUNDING CORP	10/2/2023	4,994,600.00	4,999,350.00	0.20
FEDERAL HOME LOAN MORTGAGE CORP	6/8/2022	7,995,360.00	8,019,840.00	0.07
FEDERAL NATIONAL MORTGAGE ASSOCIATION	5/22/2023	6,111,548.70	6,143,363.40	0.16
FEDERAL NATIONAL MORTGAGE ASSOCIATION	7/10/2023	3,203,098.50	3,217,094.10	0.16
FEDERAL NATIONAL MORTGAGE ASSOCIATION	7/10/2023	5,000,300.00	5,011,050.00	0.16
FEDERAL NATIONAL MORTGAGE ASSOCIATION	11/27/2023	1,797,948.00	1,803,474.00	0.18
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1/5/2022	6,815,760.00	7,123,480.00	0.11
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1/19/2023	4,411,710.00	4,697,370.00	0.15
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1/19/2023	2,233,875.00	2,400,878.00	0.15
FEDERAL NATIONAL MORTGAGE ASSOCIATION	4/12/2022	6,370,496.00	6,569,792.00	0.04
FEDERAL NATIONAL MORTGAGE ASSOCIATION	9/6/2022	3,986,080.00	4,082,080.00	0.09
FEDERAL HOME LOAN MORTGAGE CORP	1/13/2022	8,248,720.00	8,173,120.00	0.11
FEDERAL HOME LOAN MORTGAGE CORP	2/16/2021	4,986,800.00	5,004,800.00	0.34
FEDERAL HOME LOAN MORTGAGE CORP	5/5/2023	7,621,797.50	7,663,430.00	0.15
FEDERAL HOME LOAN MORTGAGE CORP	6/26/2023	7,463,143.80	7,500,943.05	0.16
FEDERAL HOME LOAN MORTGAGE CORP	8/24/2023	8,001,840.00	8,018,000.00	0.16
FEDERAL HOME LOAN MORTGAGE CORP	9/8/2023	5,098,317.00	5,111,322.00	0.16
FEDERAL HOME LOAN MORTGAGE CORP	9/8/2023	3,001,860.00	3,006,660.00	0.16
FEDERAL HOME LOAN MORTGAGE CORP	10/16/2023	6,376,128.00	6,391,232.00	0.18
FEDERAL HOME LOAN MORTGAGE CORP	11/6/2023	4,705,761.00	4,714,568.70	0.21
FEDERAL HOME LOAN MORTGAGE CORP	12/4/2023	5,959,094.65	5,972,217.65	0.21
FEDERAL HOME LOAN MORTGAGE CORP	10/20/2022	5,098,470.00	5,104,131.00	0.15
FEDERAL HOME LOAN MORTGAGE CORP	10/20/2022	5,839,084.50	5,839,726.35	0.15
FEDERAL HOME LOAN MORTGAGE CORP	8/12/2025	4,095,490.00	4,067,938.00	0.78
FEDERAL HOME LOAN MORTGAGE CORP	9/28/2023	4,084,387.25	4,088,104.60	0.19
FEDERAL HOME LOAN MORTGAGE CORP	9/28/2023	3,999,600.00	4,003,040.00	0.19
FEDERAL HOME LOAN MORTGAGE CORP	10/13/2023	4,097,950.00	4,099,877.00	0.30
FEDERAL HOME LOAN MORTGAGE CORP	11/24/2023	2,035,000.00	2,035,976.80	0.20
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1/5/2022	251,800.00	254,410.00	0.11
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1/5/2022	5,610,864.00	5,698,784.00	0.11
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1/5/2022	5,677,685.00	5,749,686.00	0.11
FEDERAL NATIONAL MORTGAGE ASSOCIATION	10/27/2023	6,098,475.00	6,100,244.00	0.29
FEDERAL HOME LOAN MORTGAGE CORP	1/13/2022	5,652,771.25	5,695,643.00	0.11
FEDERAL HOME LOAN MORTGAGE CORP	1/13/2022	5,663,313.58	5,695,643.00	0.11
FEDERAL HOME LOAN MORTGAGE CORP	8/24/2023	4,745,155.00	4,760,687.50	0.16
FN 468431	7/1/2021	267,473.87	263,522.10	3.55
FN 468861	8/1/2021	599,451.10	592,035.81	2.81
FEDERAL HOME LOAN MORTGAGE CORP	11/25/2024	2,250,000.00	2,249,910.00	0.45
FEDERAL NATIONAL MORTGAGE ASSOCIATION	5/22/2023	4,336,906.50	4,359,483.00	0.16
FEDERAL HOME LOAN MORTGAGE CORP	6/26/2023	3,968,378.40	3,988,477.40	0.16
FEDERAL HOME LOAN MORTGAGE CORP	8/24/2023	3,856,062.80	3,868,685.00	0.16
FEDERAL HOME LOAN MORTGAGE CORP	10/16/2023	3,098,399.70	3,105,739.30	0.18
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	8/1/2021	710,000.00	718,328.30	0.25
SUB-TOTAL		408,387,164.23	413,554,072.00	
<u>MEDIUM TERM NOTES</u>				
ADOBE INC	2/1/2023	449,383.50	462,537.00	0.31
AMAZON.COM INC	6/3/2023	2,022,165.00	2,033,262.00	0.23
AMERICAN EXPRESS CREDIT CORP	5/5/2021	1,998,780.00	2,007,060.00	0.29
AMERICAN HONDA FINANCE CORP	6/27/2022	3,796,504.00	3,900,662.00	0.32
APPLE INC	9/11/2022	589,899.70	603,634.90	0.27
APPLE INC	5/11/2023	1,475,974.40	1,498,751.60	0.19
TRUIST FINANCIAL CORP	9/3/2021	1,198,572.00	1,218,060.00	0.25
BANK OF NEW YORK MELLON CORP	8/23/2022	1,724,448.00	1,771,471.50	0.23
BANK OF NEW YORK MELLON CORP	1/27/2023	1,099,230.00	1,134,199.00	0.22
BRISTOL-MYERS SQUIBB CO	11/13/2023	1,900,000.00	1,903,838.00	0.28
BURLINGTON NORTHERN SANTA FE LLC	9/15/2021	1,024,930.00	1,011,810.00	0.32
CATERPILLAR FINANCIAL SERVICES CORP	9/7/2021	374,711.25	381,607.50	0.24
CATERPILLAR FINANCIAL SERVICES CORP	9/6/2022	1,048,540.50	1,076,523.00	0.32
CATERPILLAR FINANCIAL SERVICES CORP	11/18/2022	499,770.00	513,140.00	0.48
CATERPILLAR FINANCIAL SERVICES CORP	7/7/2023	1,124,370.00	1,133,302.50	0.35
CHEVRON USA INC	8/11/2023	450,000.00	450,954.00	0.34
CHEVRON CORP	5/16/2021	49,945.50	50,190.50	0.32
CHEVRON CORP	5/11/2023	875,000.00	890,942.50	0.34

Orange County Transportation Authority
Portfolio Listing
As of January 31, 2021

<u>DESCRIPTION</u>	<u>MATURITY DATE</u>	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>	<u>YIELD</u>
CITIGROUP INC	8/2/2021	1,723,295.00	1,768,795.00	0.23
JOHN DEERE CAPITAL CORP	1/10/2022	769,260.80	791,590.80	0.23
JOHN DEERE CAPITAL CORP	6/7/2021	499,660.00	503,685.00	0.22
JOHN DEERE CAPITAL CORP	7/5/2023	399,672.00	403,188.00	0.37
JOHN DEERE CAPITAL CORP	10/10/2023	499,420.00	501,090.00	0.32
EXXON MOBIL CORP	3/6/2022	339,237.50	357,021.00	0.25
EXXON MOBIL CORP	3/6/2022	1,212,050.00	1,275,075.00	0.25
GOLDMAN SACHS GROUP INC	3/3/2024	440,856.00	440,364.00	0.70
GOLDMAN SACHS GROUP INC	1/27/2023	1,000,000.00	1,000,150.00	0.47
HOME DEPOT INC	3/1/2022	498,630.00	516,330.00	0.24
HONEYWELL INTERNATIONAL INC	8/8/2022	779,212.20	802,627.80	0.14
HONEYWELL INTERNATIONAL INC	8/19/2022	1,875,000.00	1,877,456.25	0.25
IBM CREDIT LLC	2/6/2023	1,057,720.00	1,057,180.00	0.16
INTERNATIONAL BUSINESS MACHINES CORP	2/12/2024	1,027,845.50	1,024,853.50	0.44
JPMORGAN CHASE & CO	4/1/2023	2,000,000.00	2,064,920.00	0.43
MERCK & CO INC	2/10/2022	1,226,775.00	1,276,787.50	0.27
MICROSOFT CORP	2/6/2022	2,049,725.70	2,132,364.30	0.23
MORGAN STANLEY	5/19/2022	496,685.00	515,615.00	0.35
MORGAN STANLEY	2/25/2023	1,063,280.00	1,067,590.00	0.47
NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	1/21/2022	1,598,592.00	1,623,840.00	0.22
NORTHERN TRUST CORP	8/2/2022	1,012,140.00	1,031,170.00	0.30
ORACLE CORP	9/15/2021	1,187,662.00	1,236,025.00	0.24
PNC BANK NA	2/24/2023	800,000.00	812,384.00	0.29
PACCAR FINANCIAL CORP	5/10/2021	579,849.20	584,558.80	0.29
PACCAR FINANCIAL CORP	3/1/2022	499,560.00	513,915.00	0.29
PACCAR FINANCIAL CORP	5/10/2022	999,460.00	1,030,650.00	0.25
PACCAR FINANCIAL CORP	8/11/2023	449,410.50	449,775.00	0.37
PEPSICO INC	5/1/2023	923,168.50	936,655.00	0.19
PEPSICO INC	10/7/2023	524,700.75	526,333.50	0.31
PFIZER INC	9/15/2021	873,818.75	890,312.50	0.21
PFIZER INC	3/11/2022	424,974.50	436,972.25	0.27
3M CO	3/1/2022	1,154,457.15	1,184,625.75	0.20
TOYOTA MOTOR CREDIT CORP	1/11/2022	3,686,662.50	3,829,650.00	0.36
TOYOTA MOTOR CREDIT CORP	1/11/2024	2,149,871.00	2,152,859.50	0.40
UNILEVER CAPITAL CORP	3/7/2022	1,990,320.00	2,060,120.00	0.27
U.S. BANCORP	3/15/2022	509,935.00	514,340.00	0.25
WELLS FARGO & CO	4/1/2021	1,619,820.00	1,510,845.00	0.39
AMERICAN HONDA FINANCE CORP	11/16/2022	2,021,300.00	2,080,940.00	0.34
AMERICAN HONDA FINANCE CORP	1/12/2024	1,585,215.00	1,632,585.00	0.53
APPLE INC	5/3/2023	1,977,040.00	2,094,660.00	0.30
APPLE INC	2/23/2023	2,949,060.00	3,151,560.00	0.19
BANK OF AMERICA CORP	1/11/2023	3,034,740.00	3,172,740.00	0.33
BANK OF NEW YORK MELLON CORP	1/29/2023	2,944,320.00	3,150,210.00	0.33
BERKSHIRE HATHAWAY INC	3/15/2023	2,924,460.00	3,141,750.00	0.33
BERKSHIRE HATHAWAY INC	3/15/2023	2,014,300.00	2,094,500.00	0.33
DEERE & CO	6/8/2022	1,466,700.00	1,538,505.00	0.28
JOHN DEERE CAPITAL CORP	3/4/2021	1,344,769.75	1,358,157.15	0.40
GENERAL DYNAMICS CORP	5/11/2021	3,985,000.00	4,029,760.00	0.37
ORACLE CORP	5/15/2022	3,897,640.00	4,098,880.00	0.30
PACCAR FINANCIAL CORP	9/26/2022	1,498,170.00	1,542,570.00	0.28
PACCAR FINANCIAL CORP	2/7/2023	2,274,886.25	2,345,183.75	0.37
CHARLES SCHWAB CORP	5/21/2021	1,554,953.35	1,565,449.60	0.30
TOYOTA MOTOR CREDIT CORP	4/13/2021	2,488,525.00	2,514,075.00	0.21
U.S. BANCORP	2/5/2024	2,107,940.00	2,168,760.00	0.47
VISA INC	12/14/2022	1,962,480.00	2,087,020.00	0.25
WALMART INC	6/26/2023	3,083,010.00	3,218,730.00	0.25
WALMART INC	6/26/2023	2,056,460.00	2,145,820.00	0.25
AMERICAN EXPRESS CO	8/1/2022	3,103,260.00	3,093,270.00	0.31
ASSOCIATION OF AMERICAN MEDICAL COLLEGES	10/1/2022	2,990,000.00	3,023,667.40	1.24
TRUIST FINANCIAL CORP	6/20/2022	2,339,167.50	2,331,900.00	0.26
TRUIST FINANCIAL CORP	3/16/2023	2,947,817.00	3,060,625.00	0.35
BAYCARE HEALTH SYSTEM INC	11/15/2022	1,456,344.00	1,495,036.80	0.47
CATERPILLAR FINANCIAL SERVICES CORP	7/7/2023	3,053,289.20	3,077,545.90	0.35
GEORGIA-PACIFIC LLC	5/15/2024	3,064,049.85	3,072,110.80	0.55
HONEYWELL INTERNATIONAL INC	8/19/2022	4,015,000.00	4,020,259.65	0.25
HUNTINGTON NATIONAL BANK	8/7/2022	2,024,431.10	2,033,059.70	0.27
KEYBANK NA	11/22/2021	1,785,864.60	1,861,214.76	0.26
KEYBANK NA	11/22/2021	1,953,600.00	2,036,340.00	0.26
MASSMUTUAL GLOBAL FUNDING II	6/9/2023	3,982,648.85	4,030,628.25	0.36
NATIONAL SECURITIES CLEARING CORP	4/23/2023	3,162,024.90	3,225,388.20	0.34
NEW YORK LIFE GLOBAL FUNDING	5/5/2023	2,084,562.15	2,121,258.15	0.33
PACIFIC LIFE GLOBAL FUNDING II	9/23/2023	2,022,468.75	2,030,892.75	0.39
PROTECTIVE LIFE GLOBAL FUNDING	6/9/2023	3,500,000.00	3,555,545.00	0.41
TOYOTA MOTOR CREDIT CORP	1/11/2024	2,544,847.30	2,548,384.85	0.40
VIRGINIA ELECTRIC AND POWER CO	3/15/2023	2,087,580.00	2,089,420.00	0.36
WELLS FARGO & CO	7/22/2022	1,551,524.80	1,570,008.00	0.39
WELLS FARGO & CO	7/22/2022	3,959,048.10	4,012,816.50	0.39
ADOBE INC	2/1/2023	1,103,486.15	1,135,785.30	0.31
AMERICAN EXPRESS CO	5/20/2022	1,558,128.00	1,606,035.60	0.33
AMERIPRISE FINANCIAL INC	3/22/2022	1,535,888.20	1,586,800.60	0.34
AMERIPRISE FINANCIAL INC	3/22/2022	119,877.60	123,646.80	0.34
APPLE INC	1/13/2023	647,825.00	650,243.75	0.24
APPLE INC	9/11/2022	1,874,681.25	1,918,331.25	0.27
APPLE INC	5/11/2023	1,441,069.60	1,463,308.15	0.19
TRUIST FINANCIAL CORP	6/20/2022	2,048,120.00	2,072,800.00	0.26
TRUIST FINANCIAL CORP	3/16/2023	1,943,560.70	2,017,937.50	0.35
BANK OF AMERICA CORP	5/17/2022	1,075,000.00	1,085,137.25	0.35
BANK OF NEW YORK MELLON CORP	4/28/2023	1,352,323.95	1,389,423.39	0.39
BANK OF NEW YORK MELLON CORP	1/27/2023	2,228,439.00	2,299,330.70	0.22
BRISTOL-MYERS SQUIBB CO	11/13/2023	880,000.00	881,777.60	0.28
CATERPILLAR FINANCIAL SERVICES CORP	11/29/2022	859,078.00	884,059.50	0.36
CATERPILLAR FINANCIAL SERVICES CORP	9/7/2021	1,713,679.45	1,745,218.30	0.24
CATERPILLAR FINANCIAL SERVICES CORP	9/6/2022	1,353,116.55	1,389,227.30	0.32
CATERPILLAR FINANCIAL SERVICES CORP	11/18/2022	1,469,323.80	1,508,631.60	0.48
CHEVRON CORP	5/11/2023	455,000.00	463,290.10	0.34
CISCO SYSTEMS INC	9/20/2021	1,894,243.00	1,917,100.00	0.24
CITIGROUP INC	12/8/2021	1,012,830.00	1,020,110.00	0.30
CITIZENS BANK NA	5/13/2021	1,493,725.00	1,496,779.50	0.33
COMERICA INC	7/31/2023	2,120,020.00	2,154,480.00	0.49
CONSUMERS ENERGY CO	6/1/2023	579,802.80	580,278.40	0.33
JOHN DEERE CAPITAL CORP	9/10/2021	1,154,641.95	1,175,328.00	0.25
JOHN DEERE CAPITAL CORP	6/13/2022	1,438,142.40	1,472,889.60	0.28
JOHN DEERE CAPITAL CORP	4/6/2023	519,875.20	529,583.60	0.35
DUKE ENERGY CAROLINAS LLC	3/15/2023	2,502,051.75	2,586,795.75	0.19
ERP OPERATING LP	4/15/2023	1,933,786.40	1,935,203.97	0.38
ENERGY LOUISIANA LLC	11/17/2023	759,863.20	761,884.80	0.31
ENERGY LOUISIANA LLC	11/17/2023	740,355.20	741,835.20	0.31
EXXON MOBIL CORP	4/15/2023	2,065,000.00	2,119,949.65	0.36
FIFTH THIRD BANK NA (OHIO)	1/30/2023	1,473,761.00	1,516,285.25	0.34

**Orange County Transportation Authority
Portfolio Listing
As of January 31, 2021**

DESCRIPTION	MATURITY DATE	BOOK VALUE	MARKET VALUE	YIELD
HONEYWELL INTERNATIONAL INC	8/8/2022	1,018,969.80	1,049,590.20	0.14
HUNTINGTON NATIONAL BANK	2/3/2023	1,568,681.20	1,612,264.40	0.40
KEYBANK NA	3/7/2023	694,840.24	709,703.24	0.39
KEYBANK NA	3/7/2023	311,595.00	318,729.00	0.39
KEYBANK NA	3/7/2023	150,524.50	154,052.35	0.39
KEYBANK NA	3/7/2023	821,620.13	836,132.41	0.39
MORGAN STANLEY	5/19/2022	1,912,255.00	1,959,337.00	0.35
NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	4/25/2022	1,208,052.00	1,228,680.00	0.33
NIKE INC	3/27/2025	134,816.40	144,765.90	0.60
ORACLE CORP	4/1/2025	174,935.25	187,162.50	0.77
PNC BANK NA	7/22/2022	1,925,000.00	1,942,613.75	0.32
PNC BANK NA	2/24/2023	315,000.00	319,876.20	0.29
PACCAR FINANCIAL CORP	9/26/2022	714,127.70	735,291.70	0.28
PACCAR FINANCIAL CORP	2/7/2023	1,999,900.00	2,061,700.00	0.37
PRECISION CASTPARTS CORP	1/15/2023	1,965,015.00	2,023,008.00	0.30
TRUIST BANK	5/17/2022	1,978,990.20	2,040,746.40	0.27
US BANK NA	1/21/2022	804,718.25	816,422.95	0.21
WALMART INC	12/15/2022	1,323,622.40	1,328,640.00	0.23
WELLS FARGO BANK NA	10/22/2021	1,789,803.10	1,828,681.90	0.27
		226,602,609.17	231,691,773.97	
<i><u>MORTGAGE AND ASSET-BACK SECURITIES</u></i>				
ALLYA 2019-1 A3	9/15/2023	1,086,197.16	1,104,470.08	0.65
COMET 2019-2 A	9/15/2022	2,749,307.55	2,813,745.00	0.29
COPAR 2019-1 A3	11/15/2023	876,113.64	890,013.90	0.67
CARMX 2020-4 A3	8/15/2025	474,895.45	477,142.25	0.33
CARMX 2021-1 A3	12/15/2025	649,871.56	650,422.50	0.32
DCENT 2019-3 A	10/15/2024	999,785.20	1,028,480.00	0.23
FNA 2012-M5 A2	2/25/2022	604,765.83	616,100.76	0.78
FNA 2013-M1 A2	8/25/2022	836,996.50	848,354.76	0.24
FNA 2013-M7 A2	12/25/2022	718,428.74	729,589.87	0.08
FHMS K-018 A2	1/25/2022	3,175,882.51	3,253,538.44	0.30
FHMS K-019 A2	3/25/2022	2,349,874.47	2,425,131.48	0.29
FHMS K-020 A1	1/25/2022	105,990.32	108,765.51	0.39
FHMS K-022 A2	7/25/2022	1,204,406.25	1,231,284.00	0.36
FHMS K-023 A1	4/25/2022	376,714.19	388,603.57	0.38
FHMS K-023 A2	8/25/2022	1,775,839.84	1,799,910.00	0.29
FHMS K-026 A2	11/25/2022	3,462,687.50	3,507,100.00	0.56
FHMS K-026 A2	11/25/2022	510,800.78	515,750.00	0.56
FHMS K-029 A1	10/25/2022	257,505.13	261,643.68	0.19
FHMS K-029 A1	10/25/2022	470,436.33	478,596.67	0.19
FHMS K-034 A1	2/25/2023	806,515.92	829,106.85	0.28
FHMS K-035 A1	3/25/2023	692,756.80	710,707.64	0.39
FHMS K-717 A2	9/25/2021	784,280.30	792,884.00	0.21
FHMS K-720 A2	6/25/2022	2,196,304.69	2,250,116.00	0.62
FHMS K-720 A2	6/25/2022	1,005,312.50	1,022,780.00	0.62
FHMS K-P05 A	7/25/2023	229,151.26	235,096.14	0.90
FHMS K-J27 A1	7/25/2024	997,628.03	1,030,744.08	0.47
FITAT 2019-1 A3	12/15/2023	562,562.28	571,874.62	0.60
FORDL 2019-A A3	5/15/2022	418,663.19	420,848.03	-0.24
GMCAR 2019-1 A3	11/16/2023	1,552,029.70	1,577,517.94	0.06
GMCAR 2020-3 A3	4/16/2025	899,794.08	903,087.00	0.30
GMCAR 2020-4 A3	8/18/2025	424,909.18	425,799.00	0.30
GMALT 2019-3 A3	6/20/2022	699,922.79	704,501.00	0.43
HDMOT 2020-A A3	10/15/2024	874,809.16	889,787.50	0.59
HAROT 2018-4 A3	1/15/2023	695,035.52	706,192.16	0.37
HAROT 2018-3 A3	8/22/2022	649,790.89	657,035.24	0.10
HALST 2021-A A3	1/16/2024	494,938.22	495,584.10	0.00
HART 2019-A A3	6/15/2023	398,863.42	404,843.81	0.50
MBALT 2020-B A3	11/15/2023	259,986.82	260,644.80	0.23
MBALT 2018-B A3	9/15/2021	224,612.08	224,909.11	0.27
MBART 2020-1 A3	2/18/2025	624,951.19	628,475.00	0.26
MBART 2018-1 A3	1/15/2023	681,219.80	688,542.11	0.71
MBALT 2019-A A3	11/15/2021	412,843.54	414,453.39	-0.18
NALT 2019-B A3	7/15/2022	554,968.48	558,779.55	0.16
NAROT 2018-C A3	6/15/2023	681,993.11	695,268.33	0.44
NAROT 2020-B A3	7/15/2024	1,149,968.49	1,155,554.50	0.26
NAROT 2018-B A3	3/15/2023	887,220.09	899,812.28	0.59
NAROT 2019-C A3	7/15/2024	899,952.48	918,387.00	0.52
NAROT 2019-A A3	10/16/2023	2,116,761.43	2,154,109.93	0.73
NALT 2019-A A3	3/15/2022	168,202.05	169,078.88	0.30
TAOT 2018-D A3	3/15/2023	737,206.93	748,242.58	0.45
TAOT 2018-B A3	9/15/2022	604,352.41	610,272.07	0.36
TAOT 2019-C A3	9/15/2023	1,099,990.98	1,116,511.00	0.36
VZOT 2020-B A	2/20/2025	799,832.00	804,120.00	0.20
VZOT 2019-C A1A	4/22/2024	1,424,890.13	1,454,782.50	0.19
VZOT 2020-A A1A	7/22/2024	999,882.90	1,023,870.00	-0.09
VWALT 2019-A A3	11/21/2022	899,985.78	912,510.00	0.01
VALET 2018-2 A3	4/20/2023	1,524,244.50	1,550,069.34	-0.22
WOART 2020-B A3	5/15/2025	999,921.60	1,006,510.00	0.32
HAROT 2020-1 A3	4/22/2024	2,939,423.76	2,999,211.60	0.37
HAROT 2019-3 A3	8/15/2023	2,764,977.05	2,807,608.65	0.36
JDOT 2019-B A3	12/15/2023	1,424,697.47	1,451,419.50	0.26
JDOT 2020 A3	8/15/2024	2,124,870.16	2,152,518.75	0.30
MBALT 2020-A A3	12/15/2022	1,409,814.16	1,429,204.20	0.06
NAROT 2019-C A3	7/15/2024	2,954,843.98	3,015,370.65	0.52
TAOT 2020-D A3	1/15/2025	1,689,685.15	1,694,901.00	0.21
BACCT 2018-2 A	9/15/2023	3,056,678.52	3,027,789.10	0.20
BACCT 2018-2 A	9/15/2023	1,086,593.36	1,076,323.70	0.20
BMWLT 2019-1 A4	8/22/2022	4,789,968.75	4,771,919.25	0.09
CNH 2020-A A2	7/17/2023	873,508.04	876,385.79	0.38
CARMX 2019-3 A2A	12/15/2022	598,454.82	600,887.59	0.53
CARMX 2020-1 A3	12/16/2024	1,024,798.90	1,051,332.25	0.52
FH G12952	12/1/2022	116,902.44	116,071.45	0.87
FH G18303	3/1/2024	337,379.53	341,525.05	-0.01
FNR 2012-50 VA	7/25/2023	239,442.42	234,483.23	-0.13
FNA 2012-M9 A2	4/25/2022	313,478.75	316,748.18	0.39
FNA 2012-M9 A2	4/25/2022	64,593.11	65,269.32	0.39
FNA 2012-M17 A2	11/25/2022	389,801.28	414,133.38	0.27
FNR 2013-136 CV	6/25/2023	305,495.59	302,542.46	0.26
FHMS K-015 A2	7/25/2021	490,307.10	493,739.52	0.52
FHMS K-015 A2	7/25/2021	134,100.68	132,929.87	0.52
FHMS 2011-K016 A2	10/25/2021	2,077,608.48	2,111,149.22	0.42
FHMS 2011-K016 A2	10/25/2021	599,706.79	597,928.97	0.42
FHMS K-020 A2	5/25/2022	487,851.56	510,775.00	0.39
FHMS K-020 A2	5/25/2022	97,562.50	102,155.00	0.39
FHMS K-020 A2	5/25/2022	194,437.50	204,310.00	0.39
FHMS K-021 A2	6/25/2022	979,257.81	1,024,970.00	0.31
FHMS K-023 A1	4/25/2022	37,513.13	38,860.36	0.38

**Orange County Transportation Authority
Portfolio Listing
As of January 31, 2021**

DESCRIPTION	MATURITY DATE	BOOK VALUE	MARKET VALUE	YIELD
FHMS K-023 A1	4/25/2022	183,452.18	187,501.22	0.38
FHMS K-025 A1	4/25/2022	131,202.12	133,101.24	0.54
FHMS K-025 A2	10/25/2022	500,603.91	505,890.70	0.58
FHMS K-025 A2	10/25/2022	3,611,499.61	3,649,640.05	0.58
FHMS K-S01 A2	1/25/2023	220,612.75	232,385.89	0.41
FHMS K-027 A1	9/25/2022	38,303.59	39,692.47	0.41
FHMS K-027 A2	1/25/2023	2,101,558.59	2,175,768.00	0.57
FHMS K-027 A2	1/25/2023	1,875,366.21	1,942,650.00	0.57
FHR 4285 BA	12/15/2023	582,747.95	581,808.70	-0.10
FHMS K-041 A1	8/25/2024	2,043,150.53	2,038,907.09	0.26
FHMS K-046 A1	1/25/2025	683,621.36	681,323.17	0.50
FHMS K-047 A1	12/25/2024	765,757.22	782,928.08	0.34
FN AM0359	8/1/2022	2,671,556.36	2,700,055.72	1.07
FN AM1568	12/1/2022	1,378,516.29	1,414,218.43	2.45
FN AM1568	12/1/2022	1,406,595.14	1,414,218.43	2.45
FN AM1999	7/1/2021	2,179,681.48	2,240,149.61	1.73
FN AN0429	1/1/2025	993,337.44	990,085.27	0.85
FNR 0338C MP	5/25/2023	209,944.65	210,054.53	0.92
FNR 0338C MP	5/25/2023	231,091.32	230,657.22	0.92
FNR 0333J LB	5/25/2023	130,637.25	130,542.50	1.34
FNR 0364L HQ	7/25/2023	138,383.16	139,028.24	0.94
FHR 2666 OD	8/15/2023	129,883.71	130,778.15	1.09
FHR 2666 OD	8/15/2023	135,135.04	135,840.53	1.09
FHR 2756 KA	2/15/2024	515,089.96	510,481.12	1.43
FNR 2008-45 DB	6/25/2023	230,493.96	230,732.04	0.90
FN BM6007	5/1/2023	560,134.17	553,702.81	0.98
FORDF 2020-1 A1	9/15/2025	1,007,617.19	1,008,370.00	0.38
GMALT 2020-2 B	7/22/2024	4,078,992.65	4,164,333.60	0.43
JDOT 2019-B A2	5/16/2022	247,542.06	248,075.22	-0.30
JDOT 2019-B A2	5/16/2022	45,092.21	45,104.59	-0.30
MMAF 20B A3	8/14/2025	3,469,950.38	3,474,823.30	0.43
MMAF 20A A2	4/9/2024	1,669,844.69	1,676,563.10	0.27
NAROT 2017-C A3	4/18/2022	12,693.92	12,721.96	0.35
NAROT 2017-C A3	4/18/2022	7,953.39	8,095.79	0.35
NALT 2019-B A2A	10/15/2021	34,509.10	34,542.49	0.27
PFSFC 2019-A A2	4/15/2024	517,893.52	516,772.14	0.59
PFSFC 20B A	6/17/2024	1,564,789.51	1,581,761.15	0.43
PFSFC 20E A	10/15/2025	302,156.25	301,998.00	0.75
PFSFC 20E A	10/15/2025	1,007,421.87	1,006,660.00	0.75
SCART 20A A	10/15/2024	1,996,714.99	2,015,828.38	0.00
TFET 191 A3	4/24/2023	1,974,661.88	2,002,018.00	0.49
BMWLT 2018-1 A4	3/21/2022	554,865.85	556,868.33	0.10
COPAR 2020-1 A3	11/15/2024	2,129,547.16	2,173,345.50	0.45
DRIVE 2020-2 A3	5/15/2024	629,975.93	633,288.60	0.34
FNA 2011-M5 A2	7/25/2021	188,789.65	191,642.27	0.04
FHMS K-020 A2	5/25/2022	2,714,871.09	2,758,185.00	0.39
FHMS K-SMC A2	1/25/2023	1,483,888.67	1,555,440.80	0.31
FHMS K-SMC A2	1/25/2023	2,030,198.44	2,129,596.80	0.31
FHMS K-SMC A2	1/25/2023	410,500.00	417,568.00	0.31
FHMS K-717 A2	9/25/2021	1,633,236.19	1,635,323.25	0.21
FHMS K-724 A1	3/25/2023	929,855.47	950,992.44	0.79
FHMS K-J23 A2	12/25/2022	1,336,911.67	1,352,543.75	1.00
FHMS K-J30 A1	1/25/2025	1,596,066.32	1,600,007.09	0.43
HDMOT 2019-A A3	2/15/2024	4,043,184.78	4,098,934.10	0.52
HAROT 2019-3 A3	8/15/2023	1,809,984.98	1,837,892.10	0.36
JDOT 2019 A3	7/17/2023	1,562,255.28	1,591,540.07	0.51
JDOT 2020 A3	8/15/2024	2,799,828.92	2,836,260.00	0.30
MBALT 2020-A A3	12/15/2022	1,028,864.25	1,044,028.60	0.06
SDART 2020-2 A3	4/15/2024	859,901.01	862,906.80	0.30
SDART 2020-3	7/15/2024	2,469,763.87	2,476,273.80	0.31
SDART 2020-4 A3	7/15/2024	2,099,691.09	2,106,573.00	0.27
TAOT 2020-C A3	10/15/2024	2,129,835.99	2,137,817.10	0.24
TAOT 2018-A A3	5/16/2022	0.00	0.00	0.34
TAOT 2019-C A3	9/15/2023	1,829,984.99	1,857,468.30	0.36
VZOT 2019-C A1A	4/22/2024	1,999,845.80	2,041,800.00	0.19
VWALT 2019-A A3	11/21/2022	849,986.57	861,815.00	0.01
SUB-TOTAL		169,135,530.00	171,502,432.63	

Municipal Debt

CALIFORNIA EARTHQUAKE AUTH REV	7/1/2022	815,000.00	826,703.40	0.31
CALIFORNIA ST DEPT WTR RES CENT VY PROJ REV	12/1/2022	625,000.00	626,793.75	0.19
CALIFORNIA ST DEPT WTR RES CENT VY PROJ REV	12/1/2023	230,000.00	230,894.70	0.28
CALIFORNIA ST UNIV REV	11/1/2023	1,000,000.00	1,003,690.00	0.34
CONNECTICUT ST	7/1/2023	226,343.25	234,036.00	0.33
FLORIDA ST BRD ADMIN FIN CORP REV	7/1/2025	1,025,000.00	1,054,171.50	0.61
LOS ANGELES CALIF CMNTY COLLEGE DIST	8/1/2023	760,000.00	761,900.00	0.34
MARYLAND ST	8/1/2023	2,125,000.00	2,134,881.25	0.22
MISSISSIPPI ST	11/1/2023	925,000.00	928,339.25	0.29
NEW YORK ST URBAN DEV CORP REV	3/15/2023	915,000.00	914,542.50	0.50
NEW YORK ST URBAN DEV CORP REV	3/15/2024	2,790,000.00	2,790,864.90	0.61
PORT AUTH N Y & N J	7/1/2023	1,125,000.00	1,143,562.50	0.40
PORT AUTH N Y & N J	7/1/2023	1,101,416.70	1,113,067.50	0.40
NEW YORK ST	2/15/2024	3,000,000.00	3,145,350.00	0.41
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2022	2,865,000.00	2,922,672.45	0.41
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2022	1,105,500.00	1,122,143.00	0.41
CALIFORNIA HEALTH FACS FING AUTH REV	6/1/2021	2,140,000.00	2,151,727.20	0.28
CALIFORNIA ST	4/1/2024	3,239,373.40	3,335,532.85	0.42
CALIFORNIA ST DEPT WTR RES CENT VY PROJ REV	12/1/2024	2,120,000.00	2,130,790.80	0.43
CHAFFEY CMNTY COLLEGE DIST CALIF	6/1/2022	715,000.00	726,661.65	0.38
CONTRA COSTA CALIF CMNTY COLLEGE DIST	8/1/2022	1,000,000.00	1,019,720.00	0.34
COOPERATIVE RABOBANK UA (NEW YORK BRANCH)	1/12/2024	4,332,008.85	4,336,473.90	0.36
EL CAJON CALIF	4/1/2023	610,000.00	610,305.00	0.63
EL CAJON CALIF	4/1/2024	540,000.00	540,556.20	0.89
EL DORADO CALIF IRR DIST REV	3/1/2023	720,000.00	726,544.80	0.43
EL DORADO CALIF IRR DIST REV	3/1/2024	720,000.00	731,728.80	0.55
HAWAII ST ARPTS SYS CUSTOMER FAC CHARGE REV	7/1/2022	715,000.00	722,915.05	1.03
HAWAII ST ARPTS SYS CUSTOMER FAC CHARGE REV	7/1/2024	715,000.00	734,305.00	1.20
LOS ANGELES CALIF DEPT ARPTS ARPT REV	5/15/2021	1,006,380.00	1,005,690.00	0.36
LOS ANGELES CALIF MUN IMPT CORP LEASE REV	11/1/2022	900,000.00	901,350.00	0.43
LOS ANGELES CALIF MUN IMPT CORP LEASE REV	11/1/2023	720,000.00	721,180.80	0.59
LOS ANGELES CNTY CALIF PUB WKS FING AUTH LEASE REV	12/1/2021	1,537,050.00	1,535,355.00	0.36
MASSACHUSETTS ST SCH BLDG AUTH DEDICATED SALES TAX	10/15/2022	1,800,000.00	1,849,014.00	0.37
MASSACHUSETTS ST WTR RES AUTH IAM COML PAPER NTS 3	8/1/2023	2,365,000.00	2,447,751.35	0.37
MISSISSIPPI ST	11/1/2023	4,540,000.00	4,556,389.40	0.29
OHIO ST SPL OBLIG	10/1/2023	1,180,000.00	1,187,504.80	0.33
OHLONE CALIF CMNTY COLLEGE DIST	8/1/2022	800,000.00	817,016.00	0.28
PASADENA CALIF PUB FING AUTH LEASE REV	12/1/2021	400,000.00	409,236.00	0.47
PENNSYLVANIA ST TPK COMMN TPK REV	12/1/2021	876,767.50	882,980.00	1.18
RANCHO SANTIAGO CALIF CMNTY COLLEGE DIST	9/1/2023	865,000.00	868,477.30	0.26
RHODE IS ST TPK & BRDG AUTH TOLL REV	12/1/2021	480,000.00	486,508.80	0.50

**Orange County Transportation Authority
Portfolio Listing
As of January 31, 2021**

<u>DESCRIPTION</u>	<u>MATURITY DATE</u>	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>	<u>YIELD</u>
RHODE IS ST TPK & BRDG AUTH TOLL REV	12/1/2022	400,000.00	411,404.00	0.60
RIVERSIDE CNTY CALIF PENSION OBLIG	2/15/2022	2,420,000.00	2,463,076.00	0.55
SAN DIEGO CALIF CMNTY COLLEGE DIST	8/1/2022	1,500,000.00	1,537,530.00	0.27
SAN DIEGO CNTY CALIF WTR AUTH WTR REV	5/1/2024	1,440,000.00	1,449,360.00	0.39
SAN FRANCISCO CALIF BAY AREA RAPID TRAN DIST SALES	7/1/2022	1,484,761.60	1,506,924.40	0.27
SAN FRANCISCO CALIF CITY & CNTY ARPTS COMMN INTL A	5/1/2022	2,138,837.50	2,189,199.85	0.51
SAN FRANCISCO CALIF CITY & CNTY ARPTS COMMN INTL A	5/1/2023	1,635,140.00	1,698,377.55	0.69
SAN FRANCISCO CALIF CITY & CNTY REDEV FING AUTH TA	2/1/2021	1,910,798.40	1,680,000.00	8.27
SAN JOSE EVERGREEN CALIF CMNTY COLLEGE DIST	9/1/2021	290,000.00	290,655.40	0.21
SAN JOSE EVERGREEN CALIF CMNTY COLLEGE DIST	9/1/2022	430,000.00	433,014.30	0.26
SAN JOSE EVERGREEN CALIF CMNTY COLLEGE DIST	9/1/2023	430,000.00	431,681.30	0.35
TEXAS ST	10/1/2022	2,335,000.00	2,390,366.20	0.19
UNIV CALIF REGTS MED CTR POOLED REV	5/15/2021	1,201,003.20	1,219,191.75	0.45
UPPER SANTA CLARA VY JT PWRS AUTH CALIF REV	8/1/2023	2,590,000.00	2,599,401.70	0.53
UPPER SANTA CLARA VY JT PWRS AUTH CALIF REV	8/1/2024	2,625,000.00	2,638,571.25	0.68
UTAH HSG CORP SINGLE FAMILY MTG REV	1/1/2022	1,300,000.00	1,310,036.00	1.26
UTAH HSG CORP SINGLE FAMILY MTG REV	7/1/2022	545,000.00	552,172.20	1.21
VENTURA CNTY CALIF PUB FING AUTH LEASE REV	11/1/2022	560,000.00	564,082.40	0.43
VENTURA CNTY CALIF PUB FING AUTH LEASE REV	11/1/2023	720,000.00	730,555.20	0.51
VENTURA CNTY CALIF PUB FING AUTH LEASE REV	11/1/2023	722,793.60	730,555.20	0.51
ALAMEDA CNTY CALIF JT PWRS AUTH LEASE REV	6/1/2022	1,275,187.50	1,292,550.00	0.44
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2023	3,700,000.00	3,842,413.00	0.40
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2022	1,534,485.00	1,530,195.00	0.41
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2023	790,000.00	819,522.30	0.50
CALIFORNIA EARTHQUAKE AUTH REV	7/1/2023	365,000.00	374,004.55	0.45
CALIFORNIA ST	3/1/2022	1,802,064.00	1,710,522.00	0.40
CALIFORNIA ST	4/1/2021	3,000,120.00	3,012,870.00	0.31
CALIFORNIA ST PUB WKS BRD LEASE REV	12/1/2021	597,068.67	583,947.14	0.52
CALIFORNIA ST PUB WKS BRD LEASE REV	12/1/2021	333,842.71	338,689.29	0.52
CALIFORNIA ST UNIV REV	11/1/2023	1,090,000.00	1,094,022.10	0.34
CALIFORNIA STATEWIDE CMNTYS DEV AUTH REV	2/1/2023	875,000.00	875,288.75	0.33
CONNECTICUT ST	7/1/2023	875,193.90	904,939.20	0.33
CONTRA COSTA CALIF CMNTY COLLEGE DIST	8/1/2021	1,000,000.00	1,007,340.00	0.25
LOS ALTOS CALIF SCH DIST	8/1/2023	2,790,000.00	2,801,160.00	-2.33
LOS ANGELES CALIF MUN IMPT CORP LEASE REV	11/1/2022	1,019,560.00	1,044,480.00	0.44
MASSACHUSETTS (COMMONWEALTH OF)	5/1/2022	1,186,968.00	1,174,724.40	0.20
OAKLAND-ALAMEDA CNTY CALIF COLISEUM AUTH LEASE REV	2/1/2023	1,058,440.00	1,055,440.00	0.56
PALM DESERT CALIF REDEV AGY SUCCESSOR AGY TAX ALLO	10/1/2022	1,114,074.90	1,133,434.50	0.64
RANCHO SANTIAGO CALIF CMNTY COLLEGE DIST	9/1/2024	1,410,000.00	1,417,374.30	0.49
RIVERSIDE CALIF UNI SCH DIST	2/1/2022	750,000.00	759,952.50	0.48
RIVERSIDE CNTY CALIF PENSION OBLIG	2/15/2023	1,375,000.00	1,424,830.00	0.58
SACRAMENTO CNTY CALIF SANTN DIST FING AUTH REV	12/1/2023	1,500,000.00	1,511,085.00	0.50
SAN BERNARDINO CALIF CMNTY COLLEGE DIST	8/1/2024	890,000.00	905,886.50	0.43
SAN DIEGO CALIF CMNTY COLLEGE DIST	8/1/2021	1,285,000.00	1,295,973.90	0.24
SAN DIEGO CALIF PUB FACS FING AUTH LEASE REV	10/15/2021	1,325,000.00	1,348,969.25	0.44
SAN DIEGO CALIF PUB FACS FING AUTH WTR REV	8/1/2023	620,000.00	633,435.40	0.46
SAN FRANCISCO CALIF CITY & CNTY PUB UTILS COMMN WT	11/1/2022	630,000.00	648,440.10	0.28
SAN FRANCISCO CALIF CITY & CNTY ARPTS COMMN INTL A	5/1/2021	2,800,000.00	2,818,732.00	0.31
SAN FRANCISCO CALIF CITY & CNTY ARPTS COMMN INTL A	5/1/2022	2,350,000.00	2,424,166.00	0.52
SANTA BARBARA CNTY CALIF SOLID WASTE SYS REV CTFS	12/1/2021	375,000.00	383,797.50	0.49
SEMITROPIC IMPT DIST SEMITROPIC WTR STORAGE DIST C	12/1/2022	1,637,622.60	1,630,149.20	0.43
SOUTHERN CALIF PUB PWR AUTH PWR PROJ REV	7/1/2023	2,735,000.00	2,742,111.00	0.42
UNIV CALIF REGTS MED CTR POOLED REV	5/15/2022	1,577,512.50	1,578,225.50	0.47
UNIVERSITY CALIF REVS	5/15/2021	860,000.00	864,549.40	0.31
UNIVERSITY CALIF REVS	5/15/2022	1,926,739.20	1,992,576.00	0.35
UNIVERSITY CALIF REVS	5/15/2023	1,670,000.00	1,680,871.70	0.34
UPPER SANTA CLARA VY JT PWRS AUTH CALIF REV	8/1/2022	2,460,000.00	2,465,289.00	0.38
VALLEJO CALIF WTR REV	5/1/2023	840,000.00	854,758.80	0.68
SUB-TOTAL		135,772,052.99	137,192,217.38	
Variable & Floating Rate				
BANK OF AMERICA CORP	3/5/2024	1,064,260.00	1,063,540.00	0.50
BANK OF AMERICA CORP	5/19/2024	1,425,000.00	1,456,464.00	0.52
CARMX 2020-3 A3	3/17/2025	774,867.17	779,619.00	0.33
CITIGROUP INC	10/30/2024	2,500,000.00	2,507,600.00	0.66
CITIGROUP INC	11/4/2022	600,000.00	608,310.00	0.49
GMALT 2020-3 A3	8/21/2023	624,940.13	626,843.75	0.22
GMCAR 2021-1 A3	10/16/2025	369,941.10	370,617.90	0.29
GOLDMAN SACHS GROUP INC	11/17/2023	1,675,000.00	1,676,859.25	0.56
JPMORGAN CHASE & CO	6/1/2024	1,575,000.00	1,611,713.25	0.91
JPMORGAN CHASE & CO	9/16/2024	300,000.00	301,629.00	0.50
MORGAN STANLEY	1/25/2024	1,535,000.00	1,535,598.65	0.50
NALT 2020-B A3	10/16/2023	424,956.27	426,309.00	0.21
BANK OF AMERICA CORP	12/20/2023	2,879,411.20	2,870,287.00	0.48
BANK OF AMERICA CORP	10/24/2024	2,256,637.50	2,263,342.50	0.59
BANK OF AMERICA CORP	10/24/2024	802,424.00	804,744.00	0.59
CITIGROUP INC	11/4/2022	3,140,000.00	3,183,489.00	0.49
FNA 2014-M6 A2	5/25/2021	79,364.46	80,657.87	0.87
FN AL3382	3/1/2023	732,680.04	743,221.94	0.95
GOLDMAN SACHS GROUP INC	11/17/2023	3,560,000.00	3,563,951.60	0.56
GOLDMAN SACHS GROUP INC	11/17/2023	3,604,680.00	3,603,996.00	0.56
JPMORGAN CHASE & CO	12/5/2024	964,932.50	959,831.25	0.59
JPMORGAN CHASE & CO	12/5/2024	3,132,832.40	3,115,338.00	0.59
JPMORGAN CHASE & CO	12/5/2024	3,961,872.00	3,949,020.00	0.59
KEYBANK NA	2/1/2022	4,180,000.00	4,204,453.00	0.30
MORGAN STANLEY	11/10/2023	5,725,000.00	5,728,778.50	0.51
MORGAN STANLEY	11/10/2023	1,801,008.00	1,801,188.00	0.51
PNC BANK NA	2/24/2023	4,045,000.00	4,052,887.75	0.36
STATE STREET CORP	3/30/2023	1,750,000.00	1,800,627.50	0.34
BANK OF AMERICA CORP	10/24/2024	2,155,000.00	2,167,779.15	0.59
CITIGROUP INC	10/30/2024	2,065,000.00	2,071,277.60	0.66
CITIBANK NA	5/20/2022	298,510.50	297,242.00	0.37
CITIBANK NA	5/20/2022	1,319,576.85	1,314,918.00	0.37
FNA 2014-M8 A2	6/25/2024	2,064,305.74	2,047,649.81	0.34
FNA 2018-M5 A2	9/25/2021	225,205.45	222,736.54	0.83
FHMS K-029 A2	2/25/2023	1,078,080.08	1,087,484.30	0.36
FHMS K-029 A2	2/25/2023	1,716,426.56	1,731,528.40	0.36
FHMS K-029 A2	2/25/2023	820,581.64	834,089.90	0.36
FHMS K-029 A2	2/25/2023	1,797,539.45	1,784,318.90	0.36
FHMS K-031 A2	4/25/2023	3,771,482.81	3,762,028.80	0.32
FHMS K-032 A2	5/25/2023	3,805,596.09	3,982,688.60	0.35
FHMS K-033 A2	7/25/2023	3,809,798.44	3,852,990.90	0.36
FHMS K-105 A	7/25/2024	1,246,344.28	1,248,600.17	0.29
FIRST REPUBLIC BANK	2/12/2024	500,000.00	514,555.00	0.47
GOLDMAN SACHS GROUP INC	10/31/2022	1,573,456.50	1,582,355.25	0.38
JPMORGAN CHASE & CO	9/16/2024	1,160,000.00	1,166,298.80	0.50
KEYBANK NA	11/22/2021	1,570,646.00	1,559,439.50	0.29
KEYBANK NA	1/3/2024	1,450,000.00	1,451,885.00	0.36
MORGAN STANLEY	10/21/2025	615,000.00	617,367.75	0.76
MORGAN STANLEY	11/10/2023	1,160,000.00	1,160,765.60	0.51
MORGAN STANLEY	1/25/2024	1,840,000.00	1,840,717.60	0.50

**Orange County Transportation Authority
Portfolio Listing
As of January 31, 2021**

<u>DESCRIPTION</u>	<u>MATURITY DATE</u>	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>	<u>YIELD</u>
PNC BANK NA	12/9/2022	1,640,000.00	1,663,944.00	0.33
WELLS FARGO BANK NA	9/9/2022	1,990,000.00	2,011,213.40	0.33
SUB-TOTAL		95,157,357.16	95,664,792.68	
<i>Supranationals</i>				
INTER-AMERICAN DEVELOPMENT BANK	5/24/2023	2,599,116.00	2,617,966.00	0.20
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOP	11/24/2023	2,644,302.50	2,651,219.00	0.23
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOP	3/19/2024	5,349,700.00	5,344,200.00	0.30
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOP	11/24/2023	3,043,442.50	3,051,403.00	0.23
INTER-AMERICAN DEVELOPMENT BANK	4/14/2022	1,934,593.40	1,966,959.50	0.16
INTER-AMERICAN DEVELOPMENT BANK	4/14/2022	1,177,726.00	1,197,501.25	0.16
INTER-AMERICAN DEVELOPMENT BANK	4/14/2022	811,863.00	825,511.50	0.16
INTER-AMERICAN DEVELOPMENT BANK	9/14/2022	10,484,250.00	10,768,170.00	0.18
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOP	6/19/2023	2,889,102.00	2,961,549.00	0.23
SUB-TOTAL		30,934,095.40	31,384,479.25	
SHORT-TERM PORTFOLIO - TOTAL		\$ 1,622,448,644.91	\$ 1,628,906,512.26	
BOND PROCEEDS PORTFOLIO				
<i>GUARANTEED INVESTMENT CONTRACT (GIC)</i>				
<i>THE BANK OF NOVA SCOTIA</i>	4/1/2021	50,350,000.00	50,350,000.00	3.01%
<i>BNY MELLON-MONEY MARKET FUND</i>	N/A	120,530,052.66	120,530,052.66	0.07%
BOND PROCEEDS PORTFOLIO-TOTAL		\$ 170,880,052.66	\$ 170,880,052.66	
DEBT SERVICE RESERVE FUNDS				
<u>DESCRIPTION</u>	<u>MATURITY DATE</u>	<u>BOOK VALUE</u>	<u>REQUIRED AMOUNT</u>	<u>YIELD</u>
<i>91 EXPRESS LANES 2013 BONDS</i>	2030		10,799,437.46	
US BANK COMMERCIAL PAPER	12/9/2020	11,485,442.30		0.12%
FIRST AMERICAN TREAS OBLIGATIONS	N/A	514.81		0.01%
<i>91 EXPRESS LANES 2013 BONDS - OPERATING & MAINTENANCE RESERVES</i>			13,000,000.00	
BANK DEPOSITS	N/A	213,076.50		
OPERATING RESERVE	3/15/2021	3,098,023.75		0.15%
MAINTENANCE RESERVE	3/15/2021	10,493,306.25		0.15%
DEBT SERVICE RESERVE FUNDS - TOTAL		\$ 25,290,363.61		
TOTAL PORTFOLIO				
		\$ 1,999,897,022.30	\$ 2,006,354,889.65	



COMMITTEE TRANSMITTAL

March 8, 2021

To: Members of the Board of Directors
From: Andrea West, Interim Clerk of the Board *Andrea West*
Subject: Consultant Selection for the Development of Orange County Mobility Hubs Strategy

Regional Planning and Highways Committee Meeting of March 1, 2021

Present: Directors Bartlett, Chaffee, Delgleize, Harper, Hernandez, Muller, Murphy, and Sarmiento
Absent: None

Committee Vote

Following the roll call vote, this item was declared passed 8-0 by the Members present.

Committee Recommendations

- A. Approve the selection of Steer Davies & Gleave, Inc., as the firm to develop the Orange County Mobility Hubs Strategy.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2646 between the Orange County Transportation Authority and Steer Davies & Gleave, Inc., in the amount of \$297,371, to develop the Orange County Mobility Hubs Strategy.



March 1, 2021

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Consultant Selection for the Development of Orange County Mobility Hubs Strategy

A handwritten signature in blue ink, appearing to read "Darrell E. Johnson", is located in the upper right corner of the page.

Overview

Consultant services are required to develop the Orange County Mobility Hubs Strategy. Mobility hubs connect walking, biking, transit, and shared mobility options in convenient locations, resulting in an integrated suite of transportation services. This study will result in a strategy that identifies mobility hubs best practices, establishes criteria for siting mobility hubs in Orange County, and develops conceptual mobility hubs designs at priority locations recommended for further study. Proposals have been received and evaluated in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services. Board of Directors' approval is requested for the selection of a firm to perform the required work.

Recommendations

- A. Approve the selection of Steer Davies & Gleave, Inc., as the firm to develop the Orange County Mobility Hubs Strategy.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2646 between the Orange County Transportation Authority and Steer Davies & Gleave, Inc., in the amount of \$297,371, to develop the Orange County Mobility Hubs Strategy.

Discussion

The objectives of this study are to 1) increase transit ridership, 2) reduce automobile dependence, 3) promote rideshare, 4) reduce air pollution, and 5) provide equity. Providing alternatives to single-occupancy vehicle (SOV) trips within regional activity centers enable mobility hubs to reduce vehicle dependency by improving access to transit, active transportation, and ridesharing. These mobility hubs can be situated at activity centers with

concentrations of employment, housing, shopping, and/or recreation. The improved multimodal access enhances the investments in transit service, transportation centers, park-and-ride facilities, and commuter/interregional rail stations. This in turn helps reduce congestion and vehicle-miles traveled while also improving air quality and equity within the transportation system.

The proposed study will develop an Orange County Mobility Hubs Strategy. The selected consultant will consider stakeholder input, best practices, lessons learned from peer agencies, and other relevant research to establish and apply criteria for siting and configuring effective mobility hubs in Orange County. This will include development of mobility hubs concepts that recommend services to improve travel options in high-priority locations identified through the study. The Orange County Mobility Hubs Strategy will also outline the next steps that are needed to support future considerations for implementation.

The Orange County Mobility Hubs Strategy will create a vision to guide future projects and help to establish performance expectations for those efforts. The concepts identified will require more detailed planning, engineering, coordination, and partnerships prior to implementation. Therefore, the Orange County Mobility Hubs Strategy is just the first step toward considering innovative strategies designed to better connect travelers to efficient mobility options serving Orange County's activity centers.

Procurement Approach

This procurement was handled in accordance with Orange County Transportation Authority (OCTA) Board of Directors (Board)-approved procedures for professional and technical services. Various factors are considered in an award for professional and technical services. Award is recommended to the firm offering the most comprehensive overall proposal considering such factors as project organization and staffing, prior experience with similar projects, work plan, as well as cost and price.

On November 9, 2020, Request for Proposals (RFP) 0-2646 was issued electronically on CAMM NET. The project was advertised in a newspaper of general circulation on November 9 and 16, 2020. A pre-proposal teleconference was on November 17, 2020, with seven attendees representing seven firms. Two addenda were issued to provide a copy of the pre-proposal registration sheet and to respond to questions related to the RFP.

On December 2, 2020, six proposals were received. An evaluation committee consisting of OCTA staff from Contracts Administration and Materials Management, Planning and Analysis, Local Programs, and Transit Service Planning departments met to review all proposals received. The proposals were evaluated based on the following evaluation criteria and weightings:

- Qualifications of the Firm 25%
- Staffing and Project Organization 25%
- Work Plan 30%
- Cost and Price 20%

Several factors were considered in developing the criteria weightings. Qualifications of the firm was weighted at 25 percent as the firms had to demonstrate experience on similar projects, preferably involvement in the development of mobility hubs and/or related assignments. Staffing and project organization was weighted at 25 percent as the project team had to demonstrate expertise with project management and planning skills in the development of mobility hubs. Work plan was weighted highest at 30 percent to emphasize the importance of the firm demonstrating an effective approach to locating and designing mobility hubs, as well as any supporting services, amenities, and technologies that increase multimodal mobility. Cost and price was weighted at 20 percent to ensure OCTA receives competitive pricing for the proposed services.

On December 16, 2020, the evaluation committee reviewed all proposals received based on the evaluation criteria and short-listed the two most qualified firms. The two short-listed firms are as follows in alphabetical order:

Firm and Location

Alta Planning + Design, Inc. (Alta Planning)
Portland, Oregon

Steer Davies & Gleave, Inc. (Steer)
Los Angeles, California

On December 22, 2020, the evaluation committee interviewed the two short-listed firms. The interviews consisted of a presentation to demonstrate the firms' understanding of OCTA's requirements for this project. The firms' project managers and key team members had an opportunity to present qualifications and respond to the evaluation committee's questions. Questions were asked relative to the firms' experience performing similar services involving mobility hubs strategy projects, enhancements to the scope of work, and quality control procedures. Specifically, the firms were requested to discuss the work plan for completing the project within the anticipated 12-month project schedule. Additionally, the firms were asked to identify tasks where they may encounter delays and how the firm would propose to address those issues impacting the project timeline. Finally, firms were asked specific clarification questions related to each firm's proposal.

After considering the responses to the questions asked during the interviews, the evaluation committee reviewed the preliminary rankings and made adjustments to individual scores. The overall ranking of the firms did not change as a result of the interviews.

Based on the evaluation of the written proposals, information obtained from the interviews, as well as cost and price, the evaluation committee recommends Steer for consideration for award. The following is a brief summary of the proposal evaluation results.

Qualifications of the Firm

The short-listed firms are qualified and demonstrated experience providing related mobility hubs strategies locally and internationally.

Steer's main office is located in the City of Los Angeles and has provided mobility hubs planning services since 1989. The firm employs 15 employees in the Los Angeles office and 450 professionals globally. Steer has experience working on projects such as the Orange County Complete Streets Initiative for the Orange County Council of Governments, OCTA's Transit Supportive Design Guidelines, and Safe Routes to School Action Plan. Steer also demonstrated international experience on mobility hubs strategy and design. Recent work includes developing a mobility hubs strategy for South-East Scotland Transportation (SESTran), delivering a mobility hubs strategy and design for Vallecas in Spain, and was commissioned by the Calderdale Council in the United Kingdom to undertake demographic analysis to understand the potential for mobility hubs in Calderdale.

Alta Planning's project office is also located in the City of Los Angeles and was founded in 1996 with 172 employees throughout North America. The firm worked with Portland Bureau of Transportation to develop a kit of parts to guide mobility hubs planning and implementation and provided a study for the University of Utah that included location, land requirements, and programming needs for developing new campus mobility hubs. Alta Planning was also part of a team that provided land use and transportation technical analysis to identify potential corridors and operational plans linking multiple transit programs in Charlotte, North Carolina for the Charlotte Area Transportation System, and completed a transportation study that identified potential mobility hubs opportunities for Research Triangle Park in North Carolina.

Staffing and Project Organization

Both firms proposed experienced and knowledgeable project teams that met personnel requirements specified for this project.

Steer proposed a qualified team with experience related to mobility hubs strategies. The proposed project manager has more than eight years of experience and worked as an expert advisor for SEStran on the strategic study for the development of mobility hubs in the region. The project manager is also concluding the development of a Next Generation Transit Vision for the Sacramento Area Council of Governments. The goal of this effort is to understand how integrated transportation systems, including mobility hubs, could fit within the transit vision. The proposed principal-in-charge brings over 15 years of experience in the new mobility space and specializes in strategic design, stakeholder and organizational management, and business development and is currently working on Los Angeles Department of Transportation's mobility hubs project as well as Caltrain, San Francisco's mobility hubs project. During the interview, the project team provided comprehensive responses to the evaluation committee's questions.

Alta Planning proposed an experienced team. The proposed project manager has ten years of experience, as well as demonstrated knowledge and experience in shared mobility, micro-mobility, and transportation technology research. The project manager has worked on related projects including Salt Lake City North Temple, mobility hubs study design, Research Triangle mobility hubs design, and the City of Tucson mobility master plan. The principal-in-charge has 22 years of experience as a transportation planner and has worked on several related projects such as the Orange County Active Transportation Plan, Southern California Association of Government's Disadvantaged Communities Planning Initiative, and the Mountain View Comprehensive modal plan. The project team responded to all questions during the interview; however, labor-hour allocation to the project remained unclear.

Work Plan

Steer presented a work plan that addressed all elements of the scope of work, its requirements, and presented a clear plan to accomplish necessary tasks and flexibility in scheduling based on specific tasks in the scope of work. The firm also discussed additional accommodations and enhancements for the proposed action plan. This included an OC Mobility Hubs Permit Playbook, a hands-on document that articulates key recommendations for mobility hubs permitting program, the approach to the recommended program, data rights consideration, foreseen site-specific pitfalls, and contingencies to work around them. The firm also proposed to have an additional enhancement activity focused on development of a business case as part of the firm's action plan for the mobility hubs strategy. The interview presentation demonstrated an understanding of the project requirements, and the firm discussed the enhancements and recommendations relevant to the mobility hubs strategy project.

Alta Planning's work plan demonstrated understanding of the project requirements. The firm discussed its general approach to completing the tasks that included enhancements to the scope of work, such as creating an interactive web-based data dashboard to communicate the results necessary for the mobility hubs strategy. The firm presented an optional task that included artificial intelligence (AI) to provide sidewalk and crosswalk inventory, and gap analysis of existing micro-mobility and pedestrian facilities based on AI derived database. Alta's proposal specified a budget that does not provide for multiple edits to the administrative draft. The scheduling was also broad and not clarified clearly during the interview.

Cost and Price

Pricing scores were based on a formula which assigned the highest score to the firm with the lowest firm-fixed price and scored the other proposals' firm-fixed price based on their relation to the lowest firm-fixed price. Steer's firm-fixed price was lower than the price proposed by Alta Planning and was also lower than the OCTA project manager's independent cost estimate. Therefore, Steer's proposed firm-fixed price is deemed fair and reasonable.

Procurement Summary

Based on the evaluation of the written proposals, the firms' qualifications, and the information obtained from the interviews, the evaluation committee recommends the selection of Steer as the top-ranked firm to provide the Orange County mobility hubs strategy. Steer delivered a comprehensive proposal and an interview that was responsive to the requirements of the RFP.

Fiscal Impact

This project was approved in OCTA's Fiscal Year 2020-21 Budget, Planning Division, Account No.1531-7519-A4461-0YV, and is funded by a combination of Federal Surface Transportation Block Grants, as well as State Transportation Improvement Program funds.

Summary

Staff is recommending that the Board of Directors authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2646 with Steer Davies & Gleave, Inc., in the amount of \$297,371, to develop the Orange County Mobility Hubs Strategy.

Attachments

- A. Review of Proposals, RFP 0-2646 Development of Orange County Mobility Hubs Strategy
- B. Proposal Evaluation Criteria Matrix (Short-Listed Firms), RFP 0-2646 Development of Orange County Mobility Hubs Strategy
- C. Contract History for the Past Two Years, RFP 0-2646 Development of Orange County Mobility Hubs Strategy

Prepared by:



Sam Sharvini
Transportation Analyst
(714) 560-5769

Approved by:



Kia Mortazavi
Executive Director, Planning
(714) 560-5741



Pia Veaspen
Director, Contracts Administration and
Materials Management
(714) 560-5619

Review of Proposals
RFP 0-2646 Development of Orange County Mobility Hubs Strategy

Presented to the Regional Planning and Highways Committee on March 1, 2021
Six proposals were received, two firms were interviewed, one firm is being recommended

Overall Ranking	Proposal Score	Firm & Location	Sub-Contractors	Evaluation Committee Comments	Firm-Fixed Price Total
1	86	Steer Davies & Gleave, Inc. Los Angeles, California	Tranzito Fehr & Peers Leslie Scott	The firm was established in 1978 and has provided mobility hubs planning services since 1989. Proposal meets all the requirements of the scope of work. Worked within Orange County on projects, such as the Orange County Complete Streets Initiative, OCTA's Transit Supportive Design Guidelines, and Safe Routes to School Action. Mobility hubs projects include South-East Scotland Transportation, Vallecitos in Spain, and Calderdale in the United Kingdom. The proposed project manager has more than eight years of experience. Principal-in-charge brings over 15 years of experience and is currently working on the Los Angeles Department of Transportation's mobility hubs project. Enhancements include virtual workshops to validate and confirm mobility hub assessment and added an additional activity focused on development of a business case as part of the action plan. Steer provided lowest pricing of the short-listed firms. The project team responded to all questions at the interview.	\$297,371
2	82	Alta Planning + Design, Inc. Portland, Oregon	Here Design Studio, LLC	Firm has an office located in the City of Los Angeles. Proposal meets all the requirements of the scope of work. Experience with Portland Bureau of Transportation to develop a kit of parts to guide mobility hubs planning. Provided a study for University of Utah for developing new campus mobility hubs. North Carolina. The proposed project manager has ten years of experience with firm and worked on related projects, such as Salt Lake North Temple and Research Triangle mobility hubs design. The principal-in-charge has five years of experience with firm and 22 years as a transportation planner. Enhancements include artificial intelligence to provide sidewalk and crosswalk inventory. The firm provided competitive pricing. The firm responded to all questions during the interview.	\$299,966

Contracts Administration and Materials Management (1)
 Planning and Analysis (2)
 Local Programs (1)
 Transit Service Planning (1)

Qualifications of the Firm
 Staff and Project Organization
 Work Plan
 Cost and Price

25 percent
 25 percent
 30 percent
 20 percent

Acronyms
 RFP - Request for proposals
 OCTA - Orange County Transportation Authority

ATTACHMENT B

**PROPOSAL EVALUATION CRITERIA MATRIX (Short-Listed Firms)
RFP 0-2646 Development of Orange County Mobility Hubs Strategy**

Steer Davies & Gleave, Inc.						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.00	4.00	4.00	4.00	4.00	5	20.00
Organization	4.00	4.00	4.00	4.00	4.00	5	20.00
Work Plan	4.00	4.50	4.50	4.50	4.00	6	25.80
Cost and Price	4.96	4.96	4.96	4.96	4.96	4	19.84
Overall Score	83.84	86.84	86.84	86.84	83.84		86
Alta Planning + Design, Inc.						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.00	4.00	4.50	4.00	4.00	5	20.50
Organization	4.00	4.00	4.00	4.00	3.50	5	19.50
Work Plan	4.00	3.50	3.50	4.00	4.00	6	22.80
Cost and Price	4.92	4.92	4.92	4.92	4.92	4	19.68
Overall Score	83.68	80.68	83.18	83.68	81.18		82

Range of scores for Non-Short-Listed firms is 75 to 79

Acronym
RFP - Request for proposals

**Contract History for the Past Two Years
RFP 0-2646 Development of Orange County Mobility Hubs Strategy**

Prime and Subconsultants	Contract No.	Description	Contract Start Date	Contract End Date	Subconsultant Amount	Total Contract Amount
Steer Davies & Gleave, Inc. Contract Type: Subconsultants:		None				
Sub Total						
Alta Planning + Design, Inc. Contract Type: Firm-Fixed-Price Subconsultants: Walk 'N Rollers C&R Consultants Latino Health Consultants	C91433	Campaign	January 1, 2020	June 1, 2022		\$500,000
Contract Type: Time and Expense Subconsultants: Fehr & Peers T.Y. Lin International Corwin Bales, dba C&R Consultants	C81759	Active Transportation Consultant	November 27, 2018	August 31, 2021		\$225,000
Sub Total						
						\$725,000

Acronyms
RFP - Request for proposals



COMMITTEE TRANSMITTAL

March 8, 2021

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board *Andrea West*

Subject: Cooperative Agreement with the California Department of Transportation for the State Route 57 Northbound Improvement Project Between Orangewood Avenue and Katella Avenue

Regional Planning and Highways Committee Meeting of March 1, 2021

Present: Directors Bartlett, Chaffee, Delgleize, Harper, Hernandez, Muller, Murphy, and Sarmiento

Absent: None

Committee Vote

Following the roll call vote, this item was declared passed 8-0 by the Members present.


Committee Recommendation

Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-1-3300 between the Orange County Transportation Authority and the California Department of Transportation, in the amount of \$450,000, to provide oversight of the plans, specifications, and estimates, and to advertise and award the construction contract for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue.



March 1, 2021

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer 

Subject: Cooperative Agreement with the California Department of Transportation for the State Route 57 Northbound Improvement Project Between Orangewood Avenue and Katella Avenue

Overview

The Orange County Transportation Authority proposes to enter into a cooperative agreement with the California Department of Transportation to define roles, responsibilities, and funding obligations for the preparation of plans, specifications, and estimates, and advertisement and award of the construction contract for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-1-3300 between the Orange County Transportation Authority and the California Department of Transportation, in the amount of \$450,000, to provide oversight of the plans, specifications, and estimates, and to advertise and award the construction contract for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue.

Discussion

The State Route 57 (SR-57) Northbound Improvement Project between Orangewood Avenue and Katella Avenue (Project) is part of Project G in the Measure M2 (M2) freeway program, and is included in the updated Next 10 Delivery Plan adopted by the Orange County Transportation Authority (OCTA) Board of Directors (Board) in November 2019. The Project is scheduled to move into the design phase using previously approved M2 and federal funding.

The Project will add one general purpose (GP) lane in the northbound direction on the SR-57 freeway between Orangewood Avenue and Katella Avenue. The

Cooperative Agreement with the California Department of Transportation for the State Route 57 Northbound Improvement Project Between Orangewood Avenue and Katella Avenue **Page 2**

Project will construct the missing section of the fifth GP lane, extend the existing auxiliary lane from the Orangewood Avenue off-ramp to the Katella Avenue off-ramp, improve the Katella Avenue off-ramp to provide additional storage capacity, and extend the merge length between the existing freeway on-/off-ramps to improve weaving distance. The final environmental document was signed on March 29, 2019, and build alternative 2 was identified as the preferred alternative by the Project development team.

OCTA proposes to enter into a cooperative agreement with the California Department of Transportation (Caltrans) to define the roles and responsibilities of both agencies. OCTA is the implementing agency for the plans, specifications, and estimates (PS&E), and Caltrans will provide oversight and independent quality assurance of the PS&E production to ensure the Project meets Federal Highway Administration and Caltrans standards. Caltrans' oversight of the PS&E will be at no cost to OCTA.

Caltrans will be responsible for the advertisement and award of the construction contract. As part of the PS&E phase, OCTA will reimburse Caltrans, in the amount of \$450,000, for the direct support costs associated with the final contract document packaging, advertisement, and award of the construction contract for the Project. The construction phase roles, responsibilities, and funding will be the subject of a separate future cooperative agreement.

Staff will return to the Board with a separate item to seek approval to release a request for proposals to procure a consultant for the PS&E services for the Project.

Fiscal Impact

Funding for the Project is included in the proposed OCTA's Fiscal Year 2021-22 Budget, Capital Programs Division, Account 0017-7519-FG104-02K, and will be funded with a combination of federal Highway Infrastructure Program, Local Partnership Program formula, and local M2 funds.

Summary

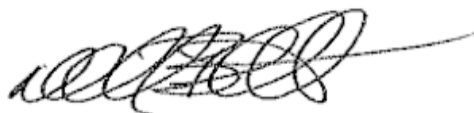
Staff requests the Board of Directors authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-1-3300 with the California Department of Transportation, in the amount of \$450,000, to provide oversight of the plans, specifications, and estimates, and to advertise and award the construction contract for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue.

Cooperative Agreement with the California Department of Transportation for the State Route 57 Northbound Improvement Project Between Orangewood Avenue and Katella Avenue *Page 3*

Attachment

None.

Prepared by:



Niall Barrett, P.E.
Program Manager
(714) 560-5879

Approved by:



James G. Beil, P.E.
Executive Director, Capital Programs
(714) 560-5646




Pia Veasapen
Director, Contracts Administration and
Materials Management
(714) 560-5619



March 8, 2021

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer 

Subject: Approval to Release Request for Proposals for the Preparation of Plans, Specifications, and Estimates for the State Route 57 Northbound Improvement Project Between Orangewood Avenue and Katella Avenue

Overview

Staff has developed a request for proposals to initiate a competitive procurement process to retain consultant services to prepare plans, specifications, and estimates for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 1-3298 for consultant services for the preparation of plans, specifications, and estimates for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue.
- B. Approve the release of Request for Proposals 1-3298 for consultant services for the preparation of plans, specifications, and estimates for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue.

Discussion

The State Route 57 (SR-57) Northbound (NB) Improvement Project between Orangewood Avenue and Katella Avenue (Project) is part of Project G in the Measure M2 (M2) freeway program, and is included in the updated Next 10 Delivery Plan adopted by the Orange County Transportation Authority (OCTA) Board of Directors (Board) in November 2019. The Project is scheduled to move into the design phase using M2 and federal funding.

Approval to Release Request for Proposals for the Preparation of Plans, Specifications, and Estimates for the State Route 57 Northbound Improvement Project Between Orangewood Avenue and Katella Avenue *Page 2*

The Project will add one general purpose (GP) lane in the NB direction on SR-57 between Orangewood Avenue and Katella Avenue. The Project will construct the missing section of the fifth GP lane, extend the existing auxiliary lane from the Orangewood Avenue off-ramp to the Katella Avenue off-ramp, improve the Katella Avenue off-ramp to provide additional storage capacity, and extend the merge length between the existing freeway on-/off-ramps to improve weaving distance.

The final environmental document was signed on March 29, 2019, with build alternative 2 identified as the preferred alternative by the project development team. Alternative 2 includes the addition of the missing section of the fifth GP lane in the NB direction from Orangewood Avenue to Katella Avenue, while keeping the existing NB slip-ramp from Orangewood Avenue to SR-57.

Procurement Approach

OCTA Board-approved procurement policies and procedures require that the Board approve all request for proposals (RFP) over \$1,000,000, as well as approve the evaluation criteria and weightings. Staff is submitting for Board approval the draft RFP and evaluation criteria and weightings, which will be used to evaluate proposals received in response to the RFP. The recommended evaluation criteria and weightings are as follows:

- Qualifications of the Firm 20 percent
- Staffing and Project Organization 40 percent
- Work Plan 40 percent

The evaluation criteria are consistent with criteria developed for similar architectural and engineering (A&E) procurements. Several factors were considered in developing the criteria weightings. The qualifications of the firm in performing work of similar scope and size are important to the success of the Project. Staff assigned a high level of importance to staffing and project organization, as the qualifications of the project manager and other key task leaders are of most importance to the timely delivery of the Project. Likewise, a high level of importance was also assigned to the work plan as the technical approach to the Project is critical to the successful performance of the Project. As this is an A&E procurement, price is not an evaluation criterion pursuant to state and federal laws.

This RFP will be released upon Board approval of these recommendations.

Approval to Release Request for Proposals for the Preparation of Plans, Specifications, and Estimates for the State Route 57 Northbound Improvement Project Between Orangewood Avenue and Katella Avenue **Page 3**

Fiscal Impact

Funding for the Project is included in the proposed OCTA's Fiscal Year 2021-22 Budget, Capital Programs Division, Account No. 0017-7519-FG104-02K, and will be funded with a combination of federal and local funds.

Summary

Board of Directors' approval is requested to release Request for Proposals 1-3298 for consultant services for the preparation of plans, specifications, and estimates for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue, as well as approval of the proposal evaluation criteria and weightings.

Attachment

- A. Draft Request for Proposals (RFP) 1-3298, Consultant Services for the Preparation of Plans, Specifications, and Estimates for the State Route 57 Northbound Improvement Project Between Orangewood Avenue and Katella Avenue

Prepared by:



Niall Barrett, P.E.
Program Manager
(714) 560-5879



Pia Veesapen
Director, Contracts Administration and
Materials Management
(714) 560-5619

Approved by:



James G. Beil, P.E.
Executive Director, Capital Programs
(714) 560-5646

REQUEST FOR PROPOSALS (RFP) 1-3298

**CONSULTANT SERVICES FOR THE PREPARATION OF
PLANS, SPECIFICATIONS, AND ESTIMATES FOR THE
STATE ROUTE 57 NORTHBOUND IMPROVEMENT
PROJECT BETWEEN ORANGEWOOD AVENUE
AND KATELLA AVENUE**



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

Key RFP Dates

Issue Date:	March 8, 2021
Pre-Proposal Conference Date:	March 16, 2021
Question Submittal Date:	March 19, 2021
Proposal Submittal Date:	April 5, 2021
Interview Date:	May 17, 2021

FEDERAL HIGHWAY ADMINISTRATION FUNDED PROJECT

TABLE OF CONTENTS

SECTION I: INSTRUCTIONS TO OFFERORS	1
SECTION II: PROPOSAL CONTENT	9
SECTION III: EVALUATION AND AWARD	18
EXHIBIT A: SCOPE OF WORK.....	22
EXHIBIT B: PROPOSED AGREEMENT	23
EXHIBIT C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM.....	24
EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS.....	29
EXHIBIT E: DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS AND FORMS	31
EXHIBIT F: RESTRICTIONS ON LOBBYING.....	48
EXHIBIT G: SAFETY SPECIFICATIONS	60
EXHIBIT H: CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM.....	61
EXHIBIT I: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS.....	62
EXHIBIT J: PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL DOCUMENTS.....	64



March 8, 2021

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 1-3298: “CONSULTANT SERVICES FOR THE PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATES FOR THE STATE ROUTE 57 NORTHBOUND IMPROVEMENT PROJECT BETWEEN ORANGEWOOD AVENUE AND KATELLA AVENUE”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to prepare the plans, specifications, and estimates (PS&E) for the State Route 57 (SR-57) northbound improvement project between Orangewood Avenue and Katella Avenue.

To prevent potential conflicts of interest, the prime consultant and all subconsultants, (at any tier) awarded this contract for design consultant services to develop the PS&E for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue will be ineligible to participate, in any tier in any of the separate procurements for the construction management services and construction services required to deliver the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue. Authority will evaluate all requests for conflict of interest on a case-by-case basis.

The Authority has made the following documents available on CAMM NET for review:

1. Final Environmental Document
2. Final Project Report

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before 2:00 p.m. on April 5, 2021. Select “RFP 1-3298” from the drop-down menu and follow the instructions as prompted.

PLEASE NOTE:

Hard copy proposal submission will not be accepted for this RFP. Proposals must be submitted electronically at the link stated above and by the date and time as indicated.

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

The Authority has set a 10% Disadvantaged Business Enterprise (DBE) participation goal for this project.

Offerors are advised that by signing their proposal, they are certifying that they and their subconsultants are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

Offerors are advised that all Consultant proposals and supporting documents for the project contract are subject to audit or review by the California Department of Transportation (Caltrans) or the Federal Highway Administration (FHWA). The Cost Proposal is subject to an audit or Certified Public Accountant (CPA) Indirect Cost (Overhead) Audit Workpaper Review. The Cost Proposal shall be adjusted by the Consultant and approved by the Authority's Contract Administrator to conform to the Workpaper Review recommendations or audit recommendations. The Consultant agrees that individual terms of cost identified in the audit report shall be incorporated into the agreement by this reference if directed by the Authority at its sole discretion. Refusal by the Consultant to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

In response to Caltrans' audit/review requirements, Offeror and all their subconsultants will be required to submit, after award of contract, Caltrans Exhibit 10-K entitled "Consultant Annual Certification of Indirect Costs and Financial Management System", a copy of which is attached to this RFP as Exhibit H. As part of this certification, the prime and all subconsultants must show their financial system's ability to segregate cost elements.

Firms interested in obtaining a copy of this Request for Proposals (RFP) may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

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

To receive all further information regarding this RFP 1-3298, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Professional Consulting	Architectural & Engineering Design Consulting Consultant Services - General Construction Consulting Environmental Consulting Traffic Planning Consulting
Professional Services	Architect Services, Professional Engineering - Architectural Engineering - Civil Engineering - Environmental Engineering - General Engineering - Mechanical Engineering - Right of Way Engineering - Structural Engineering - Traffic Engineering Drawings Environmental - Architectural Land Surveying Landscape Architectural

A pre-proposal conference will be held on **March 16, 2021** at **10:00 a.m.** via teleconference only.

IN-PERSON ATTENDANCE IS NOT AVAILABLE

This pre-proposal conference will be open for attendance via teleconference only. The specific call-in number for this conference is 1 (714) 560-5666 Conference ID: 800450. The conference will begin promptly at 10:00 a.m. Callers are requested to dial in and mute the call.

A copy of the presentation slides and a pre-proposal registration sheet will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

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

The Authority has established **May 17, 2021**, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

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

A pre-proposal conference will be held on **March 16, 2021** at **10:00 a.m.** via teleconference only.

IN-PERSON ATTENDANCE IS NOT AVAILABLE

This pre-proposal conference will be open for attendance via teleconference only. The specific call-in number for this conference is 1 (714) 560-5666 Conference ID: 800450. The conference will begin promptly at 10:00 a.m. Callers are requested to dial in and mute the call.

A copy of the presentation slides and a pre-proposal registration sheet will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to call-in to the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Sonja Gettel, Senior Contract Administrator
Contracts Administration and Materials Management Department
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5562
Email: sgettel@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist or agent hired by the proposer shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any proposer, subcontractor, lobbyist or agent hired by the proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority.

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received by e-mail by sgettel@octa.net no later than 5:00 p.m., on **March 19, 2021**.
- b. Requests for clarifications, questions and comments must be clearly labeled, "RFP 1-3298 Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than **March 25, 2021**. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing the request to Sonja Gettel, Senior Contract Administrator.

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

<u>Category:</u> Professional Consulting	<u>Commodity:</u> Architectural & Engineering Design Consulting Consultant Services - General Construction Consulting Environmental Consulting Traffic Planning Consulting
Professional Services	Architect Services, Professional Engineering - Architectural Engineering - Civil Engineering - Environmental Engineering - General Engineering - Mechanical Engineering - Right of Way Engineering - Structural Engineering - Traffic Engineering Drawings Environmental - Architectural Land Surveying Landscape Architectural

Inquiries received after 5:00 p.m. on March 19, 2021, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before 2:00 p.m. on April 5, 2021. Select “RFP 1-3298” from the drop-down menu and follow the instructions as prompted.

PLEASE NOTE:

Hard copy proposal submission will not be accepted for this RFP. Proposals must be submitted electronically at the link stated above and by the date and time as indicated.

2. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.

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

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

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

L. CONFLICT OF INTEREST

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

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

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

M. 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., and all applicable Federal requirements respecting prevailing wages.

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. The proposer to whom a contract for the work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices.

Copies of the prevailing rates of per diem wages are on file at the Authority's principal office at 550 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

N. CODE OF CONDUCT

All Offerors agree to comply with the Authority's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its subcontracts.

O. DISADVANTAGED BUSINESS ENTERPRISE

The Authority has established a 10 percent (**10%**) Disadvantaged Business Enterprise (DBE) participation goal for the services required in this solicitation.

In conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," offerors must complete the following forms:

- Consultant Proposal DBE Commitment Form (10-O1)
- Letter of Acknowledgement and Commitment Form required from each proposed DBE firm listed on the "Consultant Proposal DBE Commitment Form (10-O1)."
- DBE Information – Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the "Consultant Proposal DBE Commitment Form (10-O1)".
- Bidders List

P. PRIME AND LOWER TIER DEBARMENT

Offerors are advised that by signing their proposal, they are certifying that they and their subconsultants are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

Q. CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

Offerors and all their subconsultants will be required to submit, after award of contract, Exhibit 10-K entitled "Consultant Annual Certification of Indirect Costs and Financial Management System", a copy of which is attached to this RFP. As part of this certification, the prime and all subconsultants must show their financial system's ability to segregate cost elements.

R. PROHIBITION

The following restrictions apply to this procurement:

The prime consultant and all subconsultants, (at any tier) awarded this contract for design consultant services to develop the PS&E for the State Route 57 Northbound Improvement Project between Oranewood Avenue and Katella Avenue will be ineligible to participate, in any tier in any of the separate procurements for the construction management services and construction services required to deliver the State Route 57 Northbound Improvement Project between Oranewood Avenue and Katella Avenue.

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

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 in 8 1/2" x 11" format. Charts and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Sonja Gettel, Senior Contract Administrator and must, at a minimum, contain the following:

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

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

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

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

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

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.

- (3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit B), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit B). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

e. Public Records Act Indemnification

Proposals received by Authority are subject to the California Public Records Act, Government Code section 6250 et seq. (the "Act"), except as otherwise provided in the Act. Proposers should familiarize themselves and exceptions thereto. In no event shall the Authority or any of its agents, representatives, consultants, directors, officers, or employees be liable to a Proposer for the disclosure of any materials or information submitted in response to the RFP. Proposers must complete and sign the Exhibit J, Public Records Act Indemnification – Proposal Documents, and submit it with the proposal. Failure to complete Exhibit J may cause the proposal to be deemed non-responsive to this RFP and may no longer continue in the evaluation process.

If a California Public Records Act request is received by Authority for the release of information identified by Proposer as propriety, trade secret, or confidential, the request will be referred to Proposer for review and consideration. If Proposer requests that the information be withheld from release, Proposer shall provide such request in writing with the legal basis under the Act for each requested withholding. Failure to notify the Authority in writing of its desire to withhold the records within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such documents, shall constitute a waiver of any claims Proposer may have had related to such disclosure.

Authority will review the request, determine if the disclosure of the records is required by law, and notify Proposer of such determination. If Authority determines that the disclosure of records is required by law, Authority will notify Proposer of such determination and provide Proposer the opportunity to seek a protective order or other appropriate legal relief to protect the records.

Proposer shall defend and hold harmless Authority from any legal action arising from such withholding, as further detailed in Exhibit K, Public Records Act Indemnification – Proposal Documents.

4. Cost and Price Proposal

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

a detailed cost proposal and negotiations will commence based on both the cost and technical proposals.

5. Appendices

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

B. FORMS

1. Campaign Contribution Disclosure Form

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 Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime contractor, subconsultants, lobbyists and agents are required to report all campaign contributions made from the proposal submittal date up to and until the Board of Directors makes a selection.

Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal and it must be included in only the **original** proposal.

2. Status of Past and Present Contracts Form

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

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

3. Certification of Restrictions on Lobbying

This form requires the Offeror to certify compliance with the lobbying requirements of 31 U.S.C. Section 1352 and the applicable regulations under 49 CFR part 19 and 20. (Required if the bid is equal or greater than \$100,000). The offeror is required to submit the Certification of Restrictions on Lobbying Form” and “Disclosure of Lobbying Activities Form”, in order for the offeror’s proposal to be responsive and to be considered for evaluation.

4. Disclosure of Lobbying Activities

This form requires the Offeror to disclose lobbying activities pursuant to the requirements of 31 U.S.C. Section 1352. If Offeror does not have any reportable activities to disclose, they shall check the box entitled “No Reportable Activities” on the attached Standard Form-LLL “Disclosure of Lobbying Activities” and complete Section 16 of the form in order for the offeror’s proposal to be responsive and to be considered for evaluation. The certifying official shall sign and date the form, print his/her name, title and telephone number.

5. Safety Specifications

Offerors shall comply with Safety Specifications Modified Level 1 and 3 as included in this RFP as Exhibit G, during the term of the awarded Agreement.

6. Disadvantaged Business Enterprise Solicitation Provisions – DBE Participation Listing Forms

Offerors must complete the following forms:

- Consultant Proposal DBE Commitment Form (10-O1) **Exhibit E-1**
- Letter of Acknowledgement and Commitment required from each proposed DBE firm listed on the “Consultant Proposal DBE Commitment Form (10-O1)”. **Exhibit E-2**
- DBE Information – Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the “Consultant Proposal DBE Commitment Form (10-O1)”. **Exhibit E-3**
- Bidders List **Exhibit E-4**

**7. Certification of Contract Costs and Financial Management System
“Exhibit 10-K”**

This exhibit entitled “Exhibit 10-K Consultant Annual Certification of Indirect Costs and Financial Management System” (RFP Exhibit H) is to be completed by Offeror and all subconsultants after award of contract. As part of this certification, the prime and all subconsultants must show their financial system’s ability to segregate cost elements.

8. Proposal Exceptions and/or Deviations Form

Offerors shall complete the form entitled “Proposal Exceptions and/or Deviations” provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

9. Public Records Act Indemnification Form

Offerors shall complete and sign the form entitled “Public Records Act Indemnification” provided in this RFP and submit it as part of the original proposal. Proposers must complete and sign either Option 1 or Option 2 whichever applies.

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; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.

2. **Staffing and Project Organization** **40%**

 Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.

3. **Work Plan** **40%**

 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established **May 17, 2021**, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

C. AWARD

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

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

The selected Offeror and subconsultants will be required to submit to an audit of its financial records to confirm its financial stability and the Offeror's accounting system. Additionally, the selected Offeror will be required to submit to the Authority's Accounting Department a current IRS W-9 Form prior to commencing work.

All Consultant proposals and supporting documents for the project contract are subject to audit or review by the California Department of Transportation (Caltrans) or the Federal Highway Administration (FHWA). The Cost Proposal is subject to an audit or Certified Public Accountant (CPA) Indirect Cost (Overhead) Audit Workpaper Review. The Cost Proposal shall be adjusted by the Consultant and approved by the Authority's Contract Administrator to conform to the Workpaper Review recommendations or audit recommendations. The Consultant agrees that individual terms of cost identified in the audit report shall be incorporated into the agreement by this reference if directed by the Authority at its sole discretion. Refusal by the Consultant to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

EXHIBIT A: SCOPE OF WORK

Draft SCOPE OF WORK

PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)

FOR

IMPROVEMENTS TO

NORTHBOUND STATE ROUTE 57 (SR-57)

BETWEEN

ORANGEWOOD AVENUE

AND

KATELLA AVENUE

SECTION 1

DESCRIPTION OF PROJECT

1.1 PROJECT DESCRIPTION

1.1-1 Background

The Orange County Transportation Authority (Authority) in cooperation with the California Department of Transportation (Caltrans), is issuing Request for Proposals (RFP) for professional and technical consultant services for development of Plans, Specifications, and Estimates (PS&E) for proposed improvements to the segment of State Route 57 (SR-57) in Orange County between Orangewood Avenue and Katella Avenue. In general, this project proposes the addition of a fifth general purpose lane on northbound (NB) SR-57 from Orangewood Avenue to Katella Avenue.

The project has completed the Project Approval/Environmental Document (PA/ED) phase. The Final Environmental Document was signed by Caltrans on March 31, 2019. Alternative 2 was selected as the preferred alternative and is the Alternative for which this RFP for Final Design services is being solicited.

Authority will be the implementing agency for plans, specifications, and estimates, and Right-of-Way Engineering for the project. Caltrans will be the Right-of-Way lead for appraisals and acquisitions for the project. Caltrans will be the implementing agency for the construction phase, and will be responsible for the advertisement, bid opening, award, approval, and administration of the construction contract.

1.1-2 General Project Description

The proposed project will provide northbound improvements along SR-57, from 0.3 miles south of Orangewood Avenue undercrossing (PM 11.5) to the Katella Avenue undercrossing (PM 12.5), in the cities of Anaheim and Orange in Orange County. Proposed improvements would include construction of the missing section of the fifth general purpose (GP) lane, extension of the existing auxiliary lane from the Orangewood Avenue off-ramp to the Katella Avenue off-ramp to improve weave movements between the two ramps, adding to the length of on-/offramps, and adding a second lane to the Katella Avenue off-ramp to provide additional storage capacity, and extension of the merge length between the existing freeway on-/off-ramps to improve weaving distance. Improvements along SR-57 would widen the SR-57 freeway

within existing Right-of-Way, although a revised highway easement would be required for widening the Stadium Overhead over the Metrolink tracks on Authority property. The proposed improvements for Build Alternative 2 described in the Project Report (EA 12-0M9700), dated March 29, 2019, shall be the basis of the work contained in this Scope of Work. The design of said improvements shall be in accordance with Caltrans and all other applicable standards. All pedestrian facilities, including curb ramps, within the project limits must be in accordance with current Americans with Disabilities Act standards.

1.1-3 Detailed Project Description

The detailed project description is for the northbound SR-57 Lane Addition Project.

Construct the missing section of the fifth GP lane between the Katella Avenue NB offramp and the bridge structure over Katella Avenue (Katella Avenue UC Bridge).

Widen and implement seismic retrofit by strengthening two SR-57 bridge structures: Orangewood Avenue UC Bridge (No. 55 0481) and the Santa Ana River Bridge (No. 55 0400).

Restripe the NB High Occupancy Vehicle (HOV) lane and the mainline GP lanes from about 640 feet south of the Orangewood Avenue eastbound (EB) loop on-ramp to 600 feet south of the Katella Avenue UC Bridge.

Modify the two existing eastbound Orangewood Avenue loop on-ramp turn lanes from free right turns to a newly configured 90-degree traffic controlled intersection located slightly east of the current location.

Construct a full intersection at Orangewood Avenue and the NB SR-57 ramps.

Increase the weave length between the Orangewood Avenue on-ramp(s) and the Katella Avenue off-ramp.

Coordinate with utility companies during final design as well as construction would be required to accommodate existing utilities and avoid conflicts.

Add a second lane to the Katella Avenue off-ramp.

Provide replacement landscaping and permanent irrigation under a separate contract with a three-year plant establishment period (PEP).

Improve bridge deck surfaces and spot locations through pavement rehabilitation.

Coordinate metered on-ramps and the traffic signals on Orangewood Avenue to control congestion.

At the Orangewood Avenue loop on-ramp, the existing single lane on-ramp would be modified to two lanes and these on-ramp lanes would be metered. On Orangewood Avenue, the single westbound right-turn lane on Orangewood Avenue would direct traffic to the widened two-lane on-ramp.

A continuous Auxiliary Lane would be provided between Orangewood Avenue and Katella Avenue.

1.1-4 Location and Limits

The project limits on SR-57 Northbound are from Post Mile 11.5 to Post Mile 12.5. The project is in the Cities of Anaheim and Orange.

1.1-5 Statement of Intent

It is the intent of Authority to award a professional services contract to provide engineering services including a supplemental environmental document as required, obtain environmental regulatory permits, and preparation of PS&E for the SR-57 Improvement Project.

1.2 STANDARDS

1.2-1 Latest Editions

Consultant shall perform all services under the Agreement in conformance and in compliance with the latest Caltrans editions of applicable design and environmental standards.

1.2-2 Conflicts

In case of conflict, ambiguities, discrepancies, errors or omissions among the reference materials obtained by Consultant from other agencies, Consultant shall submit the matter to OCTA for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by Consultant prior to clarification by OCTA shall be at Consultant's risk.

1.2-3 Plans, Specifications, and Estimates (PS&E)

PS&E shall be prepared in English units and in conformance with the most recent versions of the Caltrans Guide for the Submittal of Plans, Specifications, Estimates, Standard Plans, and Standard Specifications. As part of the work involved in the preparation of the PS&E, Consultant shall prepare Special Provisions pertaining to items of work included in the plans that are not addressed in the latest Caltrans Standard Specifications and Caltrans approved Standard Special Provisions. Consultant shall furnish the Special Provisions to Caltrans. Non-standard Special Provisions shall be prepared by CONSULTANT and shall require approval by Caltrans. Reports and PS&E items related to structures shall be submitted through Caltrans Office of Special Funded

Projects (OSFP) as indicated in the OSFP Information and Procedures Guide and at the direction of the District 12 OSFP Liaison Engineer.

1.2-4 Roadway/Design

Roadway design shall be in performed in accordance with all applicable Federal, State and local laws, rules, regulations, policies, procedures, manuals, standard plans and specifications, roadway maintenance and structure maintenance reports, and other standards that State would normally follow. Design Standard Decision Documents for non-standard features shall require approvals from Caltrans.

1.2-5 Drafting

Roadway and related plans shall be prepared in conformance with the latest versions of the Caltrans "Drafting and Plans Manual" and "CADD Manual." CONSULTANT is required to furnish .dgn files either at PS&E or as-built stage in the Microstation version currently in use by Caltrans at the time of submittal. The size and clarity of lettering on plan sheets requires special attention, as final contract plans are half-size. Plans, which are illegible or otherwise difficult to read, are unacceptable.

1.2-6 Reference Material

Consultant shall utilize the following documents. Please note it is not Authority's intent to provide a comprehensive list of resources; therefore, Consultant shall make use of additional reference material as appropriate. Consultant shall also be responsible for ensuring they are using the most recent version of all reference material, including any addenda and errata.

- A Policy on Geometric Design of Highways and Streets (AASHTO)
- Southern California Regional Rail Authority Engineering Standards, Guidelines, and Standard Specifications
- American Railway Engineering and Maintenance of Way Association (AREMA) Standards
- Caltrans Highway Design Manual including updated Design Information Bulletins, and Design Memorandums
- Manual of Uniform Traffic Control Devices (MUTCD)
- California MUTCD
- Caltrans Division of Engineering Services Structures Manuals, including Information & Procedures Guide, Design Details, Aids, Practice and Memo to Designers Manuals
- Caltrans Project Development Procedures Manual
- Caltrans Environmental Guidelines & Manuals
- Caltrans Plans Preparation Manual
- Caltrans CADD User's Manual
- Caltrans Highway Planting and Irrigation Manual

- Caltrans Guide for Submittal of PS&E
- Caltrans Construction Contract Development (CCD) Guide
- Caltrans RTL Guide
- Caltrans Standard Plans and Standard Specifications
- Caltrans Storm Water Quality Handbooks
- Orange County Hydrology Manual
- Caltrans Right of Way Engineering Procedures Handbook and Manual
- Caltrans High Occupancy Vehicle Guidelines
- Caltrans Local Assistance Procedures Manual
- Caltrans Surveys Manual
- Caltrans District 12 Right of Way (R/W) Engineering Requirements for the Preparation of Documents and Maps
- Applicable Local Codes and Manuals
- Construction Best Management Practices (BMPs)
- Caltrans Signal and Lighting Guidelines, Changeable Message Sign Guidelines, Ramp Metering Guidelines, Communications Systems Guidelines and National Electrical Code.
- Applicable Caltrans District 12 Design Memorandum
- Caltrans District 12 Quality Control Review Checklists

1.3 DESIGN CRITERIA

The following is a general listing of specific design criteria which shall be adhered to. This list is by no means comprehensive and other standards may apply.

1.3-1 Roadway

Design speed shall follow Caltrans Highway Design Manual (HDM) guidelines as well as pertinent City of Anaheim and Orange standards.

1.3-2 Bridges and Retaining Walls

- Design: AASHTO LRFD Design Specifications 6th Edition and the California Amendments, Seismic Design Criteria (SDC) latest edition. Caltrans Bridge Design Memo to Designers, latest edition.

1.3-3 Surveys

Consultant shall conduct all surveys in conformance with the Land Surveyors Act and Caltrans Survey Manual for PS&E.

1.3-4 Materials Report

Consultant shall conform to the guidelines established by Caltrans Office of Materials Engineering and Testing Services (METS).

1.3-5 Drainage

- Q25 for Design on-site drainage
- Q100 for Design off-site drainage
- Q50 for Design for bridge Deck Drain

SECTION 2

GENERAL CONDITIONS AND REQUIREMENTS

2.1 SCOPE OF WORK GENERAL CONDITIONS AND REQUIREMENTS

- 2.1-1** CONSULTANT shall carry out the instructions as received from Authority Project Manager and shall cooperate with Caltrans, Cities of Anaheim and Orange, and any other consultants working on this project.
- 2.1-2** It is not the intent of the foregoing paragraph to relieve CONSULTANT of his professional responsibility during the performance of this contract. In those instances where CONSULTANT believes a better design or solution to a problem is possible, CONSULTANT shall promptly notify Authority/Caltrans Project Managers of these concerns, together with the reasons therefore.
- 2.1-3** CONSULTANT is responsible for the accuracy and completeness of data, reports, PS&E prepared for this project and shall check such material accordingly. While Caltrans will review the data and plans for conformity with Caltrans Design Standards, as well as conformance with CEQA requirements, the responsibility for accuracy and completeness lies with CONSULTANT.
- 2.1-4** Neither CONSULTANT nor its subcontractors shall incorporate materials, or equipment of single or sole source origin, other than those included in Caltrans Standards, into the design without the prior written approval of Caltrans.
- 2.1-5** The plans, specifications, designs, estimates, calculations, reports, studies, and other documents furnished under this Scope of Work shall be of a quality acceptable to Caltrans and Authority. The minimum criteria for acceptance shall be a product of neat appearance that is well organized, technically and grammatically correct, and thoroughly checked in accordance with the Caltrans QA/QC Procedures Manual. All work products shall clearly identify both the preparer and checker. The standards of appearance, organization, and contents of the reports and drawings shall meet or exceed those of similar documents produced by Caltrans.
- 2.1-6** The page identifying preparers of engineering reports, the title for specifications and each sheet of plans, shall bear the professional seal, certificate number and expiration date, registration classification, and the signature of the professional engineer(s) responsible for their preparation.

- 2.1-7** To ensure the progress towards contract objectives and requirements, CONSULTANT shall hold regular meetings with the Authority and Caltrans. If the original established schedule is insufficient, Consultant shall hold additional meetings as necessary. The primary purpose of these meetings is to discuss work objectives, Consultant's work schedule, the terms of the contract and other related issues. In addition, the meetings shall serve as a forum for resolving any issues related to the PR/ED and PS&E development.
- 2.1-8** Consultant may establish direct contact with governmental regulatory and resource agencies and others in order to obtain information, expertise, and assistance in developing baseline data and resource inventories. Consultant shall maintain a record of such contacts and shall transmit copies of those records to Caltrans and Authority on a regular basis. At a minimum, these records shall be transmitted monthly or more frequently, when the content or extent of the records so warrants.
- 2.1-9** Caltrans and Authority will retain responsibility for final consultation, both informal and formal, with state and federal agencies regarding project mitigation and compensation proposals.
- 2.1-10** Consultant shall comply with OSHA regulations regarding safety equipment and procedures, safety instructions issued by Caltrans, and the safety provisions included in the Caltrans Survey Manual. While working on the job site, Consultant's personnel shall wear white hard hats, rubber soled shoes, and appropriate safety vests. In the case of a discrepancy between the Caltrans and OSHA requirements, the more stringent regulation shall apply.
- 2.1-11** Consultant shall designate a Surveys Manager who will coordinate Consultant's surveying operations. The Surveys Manager shall be responsible for all matters related to Consultant's surveying operations, but shall coordinate with Consultant's Project Manager.
- 2.1-12** Surveys performed by Consultant shall conform to the requirements of the Land Surveyors' Act and the Caltrans Surveys Manual. In accordance with the Act, "responsible charge" for the work shall reside with a pre-January 1, 1982, Registered Civil Engineer or a Licensed Land Surveyor, in the State of California.
- 2.1-13** CONSULTANT shall designate a Construction Lead, who is a qualified Construction Management professional, to lead constructability and biddability reviews.

- 2.1-14** In the case of conflicts between the instructions contained in this Scope of Work and those found in the Bridge Memos to Designers, the instructions in this Scope of Work take precedence.
- 2.1-15** Where Consultant is required to prepare and submit studies, reports, plans, etc., to Caltrans and Authority, these materials shall be submitted in draft as scheduled, and the opportunity shall be provided for the Authority and Caltrans to request revisions, prior to final submission.
- 2.1-16** Throughout the design of this project, Consultant shall consider least cost alternatives analysis for major project components, where appropriate.
- 2.1-17** The CONSULTANT's team shall be responsible for supporting and assisting Authority staff in the Board of Directors (Board) approval process during the preparation of the PS&E. These may include but are not limited to: providing Project materials for Board packages, assisting and/or making Board presentations, researching/investigating of information requested by the Board, and attending additional meetings/workshops, as necessary. CONSULTANT's team shall also be responsible for supporting Authority with coordinating with local cities regarding various issues related to the Project.
- 2.1-18** Authority Project Manager will administer Consultant contract and provide general direction to CONSULTANT. Caltrans is responsible for providing Quality Assurance as well as final approval of the PS&E, required reports, and work product.
- 2.1-19** Following is material furnished by Caltrans/Authority (as available):
- Existing aerial photographs and negatives
 - Existing survey control data and site survey information (hard copy and electronic files) including survey control maps, coordinate control maps, existing right-of-way maps, existing monument maps, existing land-net information and any pertinent records of information
 - Existing Caltrans Detailed Seismic Revisions Data Sheets
 - Existing maintenance reports
 - Existing as-built Logs of Test Borings
 - Existing noise data
 - Existing Materials Data and Foundation Reports
 - Approved Project Report and approved Design Standards Decision Documents
 - Approved Environmental Documents
 - Pertinent correspondence

- Caltrans standard CADD cell library including bridge, geometric, landscape, project plans, right of way, and traffic/electrical (hard copy and electronic files)
- Caltrans District CADD cell library (hard copy and electronic files)
- Caltrans Headquarters/District font library
- Caltrans CADD plotting pen tables
- Caltrans CADD seed file
- Available aerial mapping for the entire project limits (hard copy and electronic files) in proper format
- Current Standard Special Provisions (hard copy and electronic files)
- Monument disks, plugs, tags, and marker posts
- Current Traffic Counts and Traffic Projections

2.1-20 Following is work which is to be performed by Caltrans:

- Coordinate and communication with the Federal Highway Administration
- Review and Process for approval of Design Standard Decision Documents (DSDDs)
- Process Exceptions to Policy
- Provide all Survey Controls
- Input Construction Cost Estimate into Basic Engineering Estimate System (BEES)
- Technical reviews of work and deliverables (technical and office engineers)
- Preparation and processing of request to the Caltrans Longitudinal Encroachment Committee for exceptions to policy, if needed
- Analysis and recommendations for rehabilitation work on existing ramps to be widened
- Perform Safety Review during design and construction
- Perform Constructability Review
- Perform Bidability Review
- Perform Quality Assurance/Quality Control (QA/QC) for all work and deliverables
- Attend project meetings

2.1-21 Encroachment Permit:

It is the responsibility of Consultant and its sub Consultants to obtain the proper permit(s) from Caltrans and/or local agencies prior to any field surveys.

**SECTION 3
STATEMENT OF WORK**

3.1 TASK 1 – PROJECT MANAGEMENT / COORDINATION / ADMINISTRATION

This task covers project management services including the requirements for meetings, schedules, progress reports, invoicing, and administration of CONSULTANT's work.

3.1-1 Coordination/Administration

3.1-1a Coordination and Meetings

Meetings with affected parties shall be held to discuss issues pertinent to analysis, design, and effects of the Project. During these meetings, Authority and Caltrans may provide direction for development of the PS&E.

CONSULTANT shall participate in the following meetings:

Project Development Team (PDT) Meetings with Authority and Caltrans shall be held on a monthly basis to discuss policy, procedural and freeway-specific issues. CONSULTANT shall bring progress plans and presentation materials as appropriate.

Design Refinement Workshop process. Consultant shall perform Design Refinement Workshop process for evaluating potential design refinements to the project. These workshops will include all relevant presentation materials and include development of Design Refinement Selection matrices.

Agency Coordination/Technical Workshop Meetings shall be held as needed to discuss technical issues with specific agencies. CONSULTANT shall bring progress plans and presentation materials as appropriate.

Right-of-Way Coordination Meetings shall be held before starting work between CONSULTANT and the Chief of Caltrans District 12 R/W Engineering (CHIEF). Thereafter monthly progress meetings shall take place between CONSULTANT and the CHIEF at District 12 headquarters. An emergency meeting may be called at any time to address pressing problems.

Constructability Workshop Meetings shall be held with Authority and Caltrans to present, discuss and resolve constructability issues to minimize construction change orders. CONSULTANT shall present progress plans and specifications prior to the 65% and 95% submittals. Provide special presentation materials as needed to convey and resolve constructability issues.

Safety Review Meeting shall be held with AUTHORITY and Caltrans at the 65% submittal.

Deliverables:

Following are the meeting materials which CONSULTANT will be responsible for preparing and providing:

- Notices
- Agendas
- Handouts
- Minutes
- Progress plans

- **3.1-1b Administration**

Following are administrative duties which shall be performed by CONSULTANT:

- Supervise subcontractors, coordinate, and monitor work for conformance with Caltrans standards and policies.
- Apply for and obtain Caltrans encroachment permits necessary for CONSULTANT to be on the jobsite.
- Apply for and obtain City approvals and permits as required.
- Prepare, circulate, and file correspondence and memoranda as appropriate.
- Prepare and update Project Risk Register, including Risk Register Certification Form.
- Maintain Project files using the Caltrans Uniform File System.
- Thirty days after Notice to Proceed, CONSULTANT shall submit the Project Master Schedule to Authority and Caltrans Project Managers. Section 3.1-2 contains description of the Master Schedule.

3.1-2 Schedules

CONSULTANT shall submit an initial Project Master Schedule. Following approval by Authority, this schedule will become the Project Schedule. The approved Project Schedule shall be displayed on the Project Master Schedule updates. The following elements must be included by CONSULTANT in the Schedule:

- Work items and deliverables identified in accordance with a Work Breakdown Structure (WBS) as developed by CONSULTANT and approved by Authority
- Work items of agencies and other third parties that may affect or be affected by CONSULTANT's activities
- Schedule shall provide adequate time for Authority and Caltrans review, based on standard practices

- Resource loading of work items in work hours to show the effort required to perform the work. Resource loading shall be used to develop plan and actual progress curves
- The Project Master Schedule shall include all data necessary to represent the total Project and the critical path shall be clearly identified
- The order, sequence, and interdependence of significant work items shall be reflected on the Project Master Schedule
- The following list of major tasks shall be used to develop the Project Master Schedule:

Task 1 – Project Management/Coordination/Administration

Task 2 – 35 Percent PS&E

Task 3 – Unchecked Details PS&E (65 Percent) Submittal

Task 4 – Initial PS&E (95 Percent) Submittal

Task 5 – Final PS&E (100 Percent) Submittal

Task 6 – Construction Bidding Phase

Task 7 – Construction Support Phase

Task 8 – Project Closeout

Major tasks should be broken down into subtasks as warranted. Decision dates will be included in the schedule.

CONSULTANT shall submit a copy of the Project Master Schedule to the Authority Project Manager for review and approval and a copy to Caltrans for information. Monthly schedule updates will be part of the Progress Report and will be in accordance with the requirements shown in Section 3.1-3.

Deliverables:

- Project Master Schedule

3.1-3 Progress Reports

At the end of each month, CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables completed or estimated progress toward completion. Progress payments will be based upon percent complete of the major tasks identified.

CONSULTANT shall submit one copy of a monthly Progress Report to the Authority Project Manager consisting of a written narrative and an updated bar-chart format of the Project Master Schedule. This report shall be received no later than the tenth (10th) calendar day of the month.

The narrative portion of the monthly Progress Report shall describe overall progress of

the work, discuss significant problems and present proposed corrective action and show the status of major changes.

All schedule tasks will be updated to reflect current percent complete. If the latest completion time for a significant work item does not fall within the time allowed by the original Project Master Schedule, the sequence of work and/or duration shall be revised by CONSULTANT through concurrent operations, additional staffing or overtime, until the resultant schedule indicates that all significant project completion dates shall be met. If during the course of the work, CONSULTANT falls behind in overall performance in accordance with the current schedule, a project management meeting will be called to determine the cause. If cause is found to be due to CONSULTANT performance, payment to CONSULTANT may be withheld pending the submittal of an action plan outlining the steps which will be taken to correct the identified delay(s). The initial Project Master Schedule, referenced in Section 3.1-2, as agreed to by Authority shall become the project.

The target schedule shall be displayed on the updated Project Master Schedule.

Deliverables:

- Monthly Progress Report

3.1-4 Design Quality Management Plan

CONSULTANT shall prepare, implement and maintain a Design Quality Management Plan (DQMP) throughout the services under this Agreement. The DQMP will establish Quality Assurance (QA) and Quality Control (QC) processes and procedures; describe how the quality of the work products will be managed to minimize or eliminate errors and omissions; ensure that all design reports, studies, plans, specifications, quantities, estimates and other design documents are complete, accurate, consistent, checked, and reviewed; and will be prepared to an acceptable quality of the Authority.

The Authority encourages a commitment to quality throughout the preparation of Plans, Specifications & Estimates (PS&E) for the project.

At a minimum, the DQMP shall address the following:

1. Quality Commitment: management commitment and message to achieve a quality culture and promote quality practices throughout the project delivery process.
2. Project Initiation and Early Activities: Ensure that the proper design criteria, guidelines, standards, specifications, directives, etc. are properly implemented throughout the entire Design Team at all times. Ensure that all field activities use equipment that is properly maintained and calibrated in accordance with the manufacturer's guidelines.

3. Constructability and Biddability: Commit a qualified Construction Management professional(s) to the project who will lead constructability and biddability reviews for the duration of the project including performing reviews at all milestone submittals.

4. QA Manager: Commit a QA Manager to the project who is qualified to implement the DQMP and oversee the DQMP compliance and conformance of the entire project team, conduct internal surveillances and audits of the entire design team, monitor quality performance, identify when and where corrective action is required, follow up on corrective action to ensure compliance, and actively engage in the Authority surveillances and audits. QA Manager shall identify critical reviews in the Project Master Schedule.

5. QC:

a. Provide the QC Processes for checking and reviewing design documents. A discipline review shall precede the inter-discipline review but the constructability review maybe sequential with the inter-discipline review. Should design documents be reviewed using electronic commenting tools, they should identify the reviewer (person making comment), date/time of comment, and if possible, the resolution.

b. Provide QC Procedures for complete and independent checking, back checking, correction and verification of all types of calculations, drawings, reports, specifications, quantities and estimates. Establish an appropriate means to avoid conflicts and misalignments between existing facilities and proposed improvements. Provide checklists and ensure use when performing the quality control reviews.

c. Maintain a communication plan and a project organization chart to adequately and consistently interface with the internal development of the design within all disciplines of work and all external stakeholders.

d. Maintain a review comment tracking system that encourages complete resolution of all comments and prevents any review comment from not being resolved.

e. Maintain and Action Item Register from the beginning of the project throughout the completion of the approved final design.

f. Maintain a Risk Identification, assessment and mitigation log from the beginning of the project. Note all design assumptions as a risk on the log and consider each risk as part of the contingency planning.

6. QA:

a. Each deliverable shall be verified and certified by the QA Manager and Project Manager as being prepared and checked in accordance with the approved DQMP. A QA Certification shall accompany each submittal.

b. Identify critical path items and critical reviews in the Project Master Schedule.

c. The QA Manager shall demonstrate that he/she is qualified to implement the DQMP.

7. Document Control:

- a. Establish an electronic Document Management System that will be used to maintain and store project files and quality records. Define who will maintain the files and how subconsultants will have access, if they have access.
 - b. Drawing quality records shall be marked clearly as being checked, signifying that the preparation of the work products followed the DQMP established for the project.
 - c. Quality records and documentation shall be maintained and provided to Authority upon request. CONSULTANT shall provide an itemized list of submittal documents, a schedule of the quality control activities and a design change control log, when requested.
 - d. Maintain interface documentation, meeting notes and correspondence.
 - e. Establish a Resident Engineers file containing critical elements such as Survey files, Permitting information, Structures details, Cost Estimate backup, Right-of-Way and Utility agreements, etc.
8. Demonstrate how Project Management, production and Quality Management will cooperate with and participate in QA surveillances, audits and other monitoring performed by Authority. Provide documentation to Authority in advance of any planned QA surveillance or audit, as requested.
9. Implementation and Training: Ensure that CONSULTANT and subconsultant staff are trained to properly implement, execute and maintain the approved DQMP processes and procedures. Maintain a training log of materials and attendees.

Within 30 days of receiving the Notice to Proceed, CONSULTANT shall submit a complete DQMP for review and approval by the Authority and Caltrans. The DQMP should identify if Subconsultants have their own DQMP that they will follow for their work. The CONSULTANT DQMP must be approved prior to all submittals.

Deliverables:

- Hard copies and an electronic copy of the DQMP

3.1-5 Project Management Plan

CONSULTANT shall prepare a Project Management Plan. Within thirty (30) days of receiving Notice to Proceed, CONSULTANT shall prepare a Project Management Plan for this PS&E, including a Communication Plan and a Risk Management Plan.

Deliverables:

- Project Management Plan

3.2 TASK 2 – 35% PS&E

3.2-1 Data Collection

CONSULTANT will collect existing topographic maps, as-built drawings, reports, and other available materials. CONSULTANT will request data from the cities of Anaheim and Orange, Caltrans, the County, and other agencies, as appropriate.

Deliverables:

- As-built drawings, reports, and other records

3.2-2 Permit Applications

CONSULTANT will prepare permit applications and secure encroachment permits for surveying, geotechnical investigations, and construction. Possible permits required for this project include:

- City and State Encroachment Permits
- National Pollutant Discharge Elimination System (NPDES) General Construction Activity Stormwater Permit
- Environmental clearance permits for construction as needed per the Final Project Report and Environmental Document. Although this project will award two separate contracts for two different segments, only one permit application will be submitted to each permitting agency. The environmental permits will be prepared by the Segment 2 and coordinated amongst both segments.

Deliverables:

- Prepared Permit Applications
- Secure all required permits

3.2-3 Geometric Workshop

CONSULTANT will conduct a workshop with Caltrans District 12 staff, the Caltrans Safety Review Committee representatives, the geometric reviewer, Caltrans District 12 District Design Liaison and Caltrans Headquarters Project Development Coordinator (if needed) and City staff to present and obtain consensus on the geometrics for proposed project design for the assigned segment. CONSULTANT will identify and clarify any major non-standard features.

Overhead sign and message concepts will be evaluated in conjunction with the refined geometry and will be provided for review as part of geometric workshop.

Deliverables:

- Collateral Materials for Geometric Workshop

3.2-4 Supplemental Design Standard Decision Document

CONSULTANT will prepare supplemental Design Standard Decision Document for non-standard design features not included in Design Standard Decision Document approved in the PA/ED phase of this project.

Deliverables:

- Supplemental Design Standard Decision Document(s)
- Project Engineer's reasoning for all permissive non-standard design items

3.2-5 Design Surveys

CONSULTANT will perform design surveys during this phase. Authority may provide recent photogrammetric mapping in English units. New mapping is anticipated. CONSULTANT will obtain the necessary permits to perform aerial topographic mapping for the entire corridor that will be coordinated amongst both segments. The aerial topographic mapping will cover all areas of the proposed improvements and provide sufficient data to support preparation of the PS&E. Topographic mapping will be provided from aerial photogrammetry. Design-level topography will be compiled at a scale of 1"= 50' with two (2) foot interval contours in accordance with Caltrans Photogrammetric Mapping standards. In accordance with the Department's "Required Materials to Review Consultant Photogrammetric Mapping" document (available at the Department's district office), submittals to the District Photogrammetry Coordinator at the Caltrans District Office for review and approval shall include but not be limited to: flight planning, ground control, aerotriangulation, final map compilation and photo index map delivery. Mapping will meet the latest requirements in "ASPRS Accuracy Standards for Large Scale Maps" and will be provided in Microstation format including a digital terrain model (DTM), and color digital ortho-rectified imagery with 0.5' pixel resolution. Field quality control surveys will be run and analyzed to demonstrate surveying and mapping conformance to Caltrans accuracy standards and specifications. Said quality control surveys shall be provided to the District photogrammetry coordinator for review.

Caltrans shall designate the existing horizontal and vertical control monuments that are to be the basis of CONSULTANT performed surveys. Caltrans shall provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to the designated control monuments and their values. No other control shall be used by CONSULTANT.

The limits of topographic mapping assumed for this scope of work extend from Interstate 405 to just north of Yale Avenue, to a width of 300 feet from the R/W line in each direction. Similarly, topographic mapping will extend along the local streets and interchanges where improvements are included as depicted in the Project Report and Environmental Document for the project.

Upon receipt of the Survey Control Data from Caltrans, CONSULTANT shall verify the physical existence of the Monument Control Points and, if necessary, reestablish such Control Points.

CONSULTANT will perform detailed field surveys of existing street and drainage

features. The Surveys Manager will coordinate with the Design Engineer to establish limits of work. Cross sections and tie-in surveys will ensure accurate design fit and smooth transitions from existing roadway and infrastructure features. CONSULTANT will verify survey results and then transmit them in MicroStation 3D DGN and DTM formats, along with ASCII point and station-offset files of all field survey ties. All work and files will be based on project coordinate control and in accordance with Caltrans Surveys and Right-of-Way Manuals, and Caltrans District 12 R/W Engineering Requirements for the Preparation of Documents and Maps.

CONSULTANT will survey Geotechnical Boring locations to verify these locations (see Task 3.2-6 Geotechnical Exploration Plan).

CONSULTANT will survey locations of utility test holes (see Task 3.2-11 Utilities) and overhead utility lines that cross the improvements or near any pile construction locations.

Deliverables:

- Aerial Topographic Mapping Base File
- Design surveys

3.2-6 Geotechnical Exploration

CONSULTANT will prepare and submit a geotechnical review and exploration plan for the Authority and Caltrans review. CONSULTANT will obtain permits-to-enter prior to exploration. CONSULTANT will conduct subsurface investigation and evaluate the results in accordance with Caltrans testing criteria. CONSULTANT will analyze the results and present them in the geotechnical report (see Task 3.3-9a Geotechnical Design Report).

A Water Pollution Control Plan will be prepared by CONSULTANT to accompany the Caltrans encroachment permit.

Deliverables:

- Geotechnical Exploration Plan
- Permits-to-enter
- Water Pollution Control Plan

3.2-7 Roadway Plans

CONSULTANT will prepare 35 percent level layouts, profiles, superelevation diagrams, typical sections, and R/W requirements for the assigned segment. All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval.

Deliverables:

- 35% Roadway Plans – 10 sets
- Sign and lighting Concept strip map

3.2-8 Preliminary Foundation Report

To assist in Structure Type Selection, CONSULTANT will prepare a Preliminary Foundation Report, in accordance with Caltrans Office of Structural Foundations requirements. This report shall include a summary of the exploration program, description of the site geotechnical issues, and recommendations for foundation design and construction including retaining walls, if appropriate.

Deliverables:

- Preliminary Foundation Report

3.2-9 Structure Type Selection

CONSULTANT will prepare the Structure Type Selection documents for bridges and special design retaining walls. Structure General Plans to comply with the most current Caltrans guidelines.

The Type Selection Report will include a discussion of foundation and falsework requirements, seismic and aesthetic considerations, traffic handling requirements and alternatives, and construction cost and staging. In addition, CONSULTANT will develop an order-of-magnitude construction cost estimate. Anticipated construction methods will be identified in the Type Selection process and coordinated with the project geometry.

CONSULTANT will submit Type Selection documents to the Caltrans Office of Special Funded Projects (OSFP) for review and approval.

Deliverables:

- Bridge Type Selection Reports
- Special Design Retaining Walls

3.2-10 Structure Type Selection Meeting and Approval

CONSULTANT will attend a Type Selection review meeting at Caltrans Headquarters in Sacramento to finalize structure type, foundations, seismic design, aesthetics, and traffic handling plans.

CONSULTANT will summarize and submit meeting proceedings to the liaison engineer within one week for written Type Selection approval. The meeting summary may update or supplement the Type Selection Report.

Deliverables:

- Type Selection Meeting Minutes

3.2-11 Utilities

CONSULTANT will coordinate and work closely with the public agencies and utility companies to determine the need to relocate impacted facilities, using Caltrans policy for high- and low-risk utilities. It is assumed the utility companies will perform relocation design for their own facilities and the CONSULTANT will coordinate with the utility companies to ensure the latest proposed utility relocation design is correctly identified on the plans and specifications, as needed. CONSULTANT will perform test holes of existing high- and low-risk utilities that are within fifty (50) feet of the proposed improvements or cross the improvements, and prepare and distribute utility base maps to affected utility owners for confirmation and determination of any needs for relocations.

If necessary, CONSULTANT will conduct a utility relocation feasibility study to evaluate existing systems and optimize relocations. CONSULTANT is responsible for coordinating electrical service points of connection with the electrical utility company. A test hole location map will be prepared summarizing the planned test hole locations. Any required agency encroachment permits and traffic control plans will be prepared by the CONSULTANT.

If utilities are required to be relocated, the Authority's R/W Utility Coordinator will provide the prior rights determination and prepare the utility relocation documents (Relocation Claim Letters, Reports of Investigation, Notice to Owners, Utility Agreements, Joint Use Agreements, Consent to Common Use Agreements). The R/W Utility Coordinator will also be responsible for all coordination with the utility companies for cost liability and relocation schedules.

CONSULTANT shall prepare Independent Cost Estimate (ICE) to support utility relocations required for the PROJECT.

Deliverables:

- Utility base maps
- Utility conflict maps with test hole information
- Utility conflict matrix
- Utility plan sheets
- Independent Cost Estimates

3.2-12 Hazardous Waste

CONSULTANT shall address hazardous soil contaminants (aerially deposited lead [ADL]) and structural materials (polychlorinated biphenyls [PCBs], mercury, lead-based paint [LBP]) that may be encountered during project construction. Asbestos containing materials (ACM) related to buildings and private properties will be addressed by the Authority's right-of-way consultant. In addition, there is a potential that gasoline-impacted soil could be encountered during excavation activities near or at several properties throughout the project limits. Following the

completion of Preliminary Site Investigations at these properties in the PA/ED phase, it is possible that Detailed Site Investigations will be required during the PS&E phase.

Deliverables:

- Work plan, report, plans and specification for handling of ADL soil
- Work plan, report, and specifications for survey of PCB at transformers
- Specification for the handling of potential contamination of PCB at transformers
- Work plan, report, and specification for handling asbestos, LBP, and PCB/mercury/chlorofluorocarbon (CFC) containing equipment on building structures that are located within parcels that will be acquitted
- Work plan, report, and specification for Detailed Site investigation at properties with potentially contaminated soil (if needed)
- Hazardous Materials Disclosure Document – Acquisition (Env-0001-A) Form for each parcel and Request for Acquisition of Contaminated Property (Env-002) Form (if needed)

3.2-13 Conceptual Landscape and Structure Aesthetics Plan

CONSULTANT will prepare conceptual aesthetic treatment plan for retaining walls, structures, and any soundwalls.

CONSULTANT will prepare a concept landscape plan at a scale of 1"=50' depicting planned replacement planting disturbed by the grading and construction limits. Planting will be based on the Authority's Master Plan of Freeway and Transit Corridor Enhancements. This task will also include research and investigation of existing features, field review, attendance at landscape concept coordination meetings, and preliminary cost estimate preparation. The primary purpose of this task will be to establish general landscape parameters for purposes of designing the backbone irrigation system to be constructed by the Highway contract. The Highway Planting and Irrigation System to be constructed by the Highway Planting contract will be a separate PS&E package as described in Section 3.3-7 in this scope of work.

Deliverables:

- Conceptual Aesthetics Treatment Plan
- Concept Landscape Plan

3.2-14 Lighting Concept Strip Maps

CONSULTANT will prepare Lighting Concept Strip Maps at a scale of 1"=50' depicting locations for all lighting that are part of the project. This task will also

include research and investigation of existing lighting, field review, attendance at lighting concept coordination meetings, and preliminary cost estimate preparation. The primary purpose of this task will be to establish general lighting parameters for purposes of designing the lighting system to be constructed by the Highway contract.

Deliverables:

- Conceptual Lighting Concept Strip Maps

3.3 TASK 3 – DRAFT PS&E (65%) SUBMITTAL

3.3-1 Roadway Plans

CONSULTANT will incorporate all reviewing agency comments from the 35% submittal into the roadway plans and estimates. Where it is not possible or desirable to incorporate certain comments, CONSULTANT will provide an explanation. Electronic copies will be included with the 65% submittal. Material with Aerially Deposited Lead (Existing and Placement) will be prepared as part of the Construction Details plan sheets as required by the Aerially Deposited Lead Report.

CONSULTANT will also submit final plans for Caltrans Safety Review and participate in the safety review/disposition meeting. CONSULTANT will provide status of incorporation of plan and specification features in accordance with the Environmental Commitments Record.

All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval.

Deliverables:

- Title Sheet – 10 sets
- Typical Cross Sections - 10 sets
- Key Map and Line Index - 10 sets
- Layout Plans – 10 sets
- Profiles and Superelevation Diagrams – 10 sets
- Construction Details – 10 sets
- Contour Grading – 10 sets
- Summary of Quantities - 10 sets

3.3-2 Drainage Plans

CONSULTANT will prepare a drainage report to address the existing drainage condition and the proposed mitigation and design. This report shall consider both

onsite and offsite systems. CONSULTANT will prepare drainage plans, profiles, and quantities based on the drainage report. To address storm water quality (NPDES & Caltrans) requirements, consultant shall prepare a Storm Water Data Report (SWDR). The drainage, SWDR, temporary water pollution control, and erosion control plans will be prepared in accordance with Caltrans Standard Drainage Plans and Quality Sheets guidance. CONSULTANT shall also prepare temporary drainage plans where needed.

All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval.

Deliverables:

- Drainage Report – 10 copies
- Drainage Plans, Profiles, Details, and Quantities – 10 sets
- Storm Water Data Report -10 copies
- Water Pollution Control Plans – 10 sets
- Temporary Drainage Plans – 10 sets
- Erosion Control Plans – 10 sets

3.3-3 Stage Construction, Traffic Handling, Detour, and Construction Area Sign Plans, and Management Plan (TMP)

The objective of the TMP is to provide continuous traffic circulation and access, with adequate space for safe and efficient construction.

The CONSULTANT will develop a traffic management plan (TMP) that includes elements specific to the segment being designed and coordinated amongst both segments for consistency. The TMP addresses traffic detours and traffic operations during the construction phase. The TMP will be coordinated with the impacted cities, Caltrans, and other stakeholders, including the California Highway Patrol. Stage Construction and Detour Plans will include construction detour routes. Traffic studies conducted as part of the final environmental document process should be reviewed in advance of developing the TMP to ensure that any specified mitigation is incorporated.

All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval.

Deliverables:

- Transportation Management Plan – 10 copies
- Stage construction and traffic handling/detour plans, profiles, details, and quantities – 10 sets

- Detour layouts, profiles, and super elevation diagrams – 10 sets, as required
- Construction area signs – 10 sets

3.3-4 Pavement Delineation Plans

CONSULTANT will prepare pavement delineation plans to identify locations of painted and thermoplastic stripes and markings, pavement markers, and delineators.

All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval.

Deliverables:

- Pavement Delineation Plans, Details, and Quantities – 10 sets

3.3-5 Sign Plans

CONSULTANT will prepare Sign Plans to show existing and proposed new signs. The plans will include sign details and quantity sheets. Overhead sign structures shall be designed based on the locations shown on the 35% Sign Concept Strip Maps.

All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval.

Deliverables:

- Sign Plans, Details, and Quantities – 10 sets

3.3-6 Electrical Lighting, Traffic Signal, Ramp Metering, Traffic Monitoring, and Communication System Plans

CONSULTANT will prepare plans for safety lighting (Caltrans and City), traffic signal, ramp metering, traffic monitoring stations, CCTV and communication systems. CONSULTANT will coordinate with Caltrans to ensure that ramp meter and electrical designs will accommodate future traffic monitoring features within the project limits. Freeway Lighting shall be designed based on the locations shown on the 35% Lighting Concept Strip Maps.

CONSULTANT will identify and prepare plans for temporary highway lighting and temporary/staged electrical/communication systems (e.g. ramp metering, traffic monitoring stations, CCTV, changeable message signs and fiber optic communication) that maintain existing highway safety lighting and maintain the communication of traffic information to the Traffic Management Center throughout all stages of construction. Temporary traffic signal plans will be prepared if the

stage construction/traffic handling significantly affects the traffic movements through the intersection, of if a temporary detour route warrants a temporary traffic signal.

All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval.

Deliverables:

- Lighting Plans and Details – 10 sets
- Ramp Metering Plans and Details – 10 sets
- Traffic Signal Plans and Details -10 sets
- Traffic Monitoring System – 10 sets
- CCTV and Communication System – 10 sets
- Changeable Message Sign System – 10 sets
- Electrical Services (Irrigation) System – 10 sets
- Temporary Electrical Plans – 10 sets

3.3-7 Planting and Irrigation Plans

CONSULTANT will prepare planting and irrigation plans to include replacement planting and irrigation in those landscaped areas disturbed by construction. Specimen trees will replace any mature trees that are removed by the project. The determination of the size and quantity of the replacement trees will be by the District 12 Landscape Architect. If it is determined that the cost for highway planting and irrigation will exceed \$200,000, a separate highway planting contract for construction will be required. The contract documents will include all that is needed for a standalone PS&E for Caltrans to bid the highway planting as a separate contract.

CONSULTANT will prepare Erosion Control and Maintain Existing Highway Planting Plans, and Irrigation Plans for the appropriate permanent backbone irrigation system and temporary irrigation systems for the Highway construction contract.

All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval.

Deliverables:

- Highway Planting and Irrigation Plans and Details – 10 sets
- Erosion Control and Maintain Existing Highway Planting Plans, and Irrigation Plans (Highway contract) – 10 sets

3.3-8 R/W Engineering Services

R/W Engineering Services will be required as described in the sections below.

3.3-8a Location

Establishment of the existing R/W for I-5 as defined by the project limits. All boundary establishment shall be documented on a Before Condition Record of Survey per section 3.3-8c-4 below.

Various Partial Fee, Permanent Easements and Temporary Construction Easements will be needed throughout the entire length of the project limits. All acquisitions - shall be documented on R/W Maps per section 3.3-8c-6 below.

3.3-8b References

- Ref 1. Caltrans R/W Manual (with special attention to Chapter 6 - R/W Engineering)
- Ref 2. Caltrans Surveys Manual
- Ref 3. Caltrans Plans Preparation Manual, Chapter 4 – Right of Way Engineering
- Ref 4. Caltrans District 12 R/W Engineering Requirements for the Preparation of Documents and Maps
- Ref 5. Caltrans District 12 R/W Engineering CADD Standards
- In the event of conflict between Ref 1, 2, 3 and Ref 4, 5 - the latter shall prevail.

3.3-8c Activities

In compliance with the above references and as project needs dictate, CONSULTANT shall perform the following:

3.3-8c-1 Perform Record Data Search

Search ownership of impacted properties, analyze ownership deeds, field notes, and survey maps contained in State, County, and City files.

3.3-8c-2 Obtain Title Reports

Obtain title reports for all parcels impacted by proposed R/W requirements. Obtain updated title reports prior to the approval of the R/W Appraisal mapping.

3.3-8c-3 Perform Land Net Recovery and Field Ties

Field and related survey effort necessary to search, recover, describe, and tie-in controlling land survey monuments. (See "State R/W Boundary Establishment" Ref 4)

3.3-8c-4 Prepare Land Net Map - "Before Condition" Record of Survey

This activity is required by the Professional Land Surveyors Act and involves the production and filing of the "Before Condition" Record of Survey. (See "Records of Survey" Ref 4)

3.3-8c-5 Perform Monument Perpetuation Surveys

This activity is required by the Professional Land Surveyors Act and includes:

- Preparation of lists of monuments threatened with destruction.
- Referencing threatened monuments with tie-outs for perpetuation through construction.
- Setting replacement monuments after construction to effect said perpetuation.

All reset replacement monuments shall meet the requirements described below under the activity "Final Monuments".

The "Before Condition" Record of Survey (See "Records of Survey" Ref 4) shall be the instrument on which tie-outs are documented prior to construction. In the cases where swing ties or tangent over ties are the method of tie-out, each monument tied out using these methods shall clearly be shown as a separate "Detail" on the "Before Condition" Record of Survey.

3.3-8c-6 Prepare Right of Way Maps

Prepare various types of R/W Maps (See Ref 1 and Ref 3) as dictated by project need. (Also see "R/W Maps" Ref 4). Various types of R/W Maps may include but are not limited to:

- R/W Requirements Maps (PD-26 Maps)
- Appraisal Maps
- R/W Record Maps

3.3-8c-7 Prepare Acquisition Documents

Prepare property acquisition documents (See "Legal Descriptions &

Exhibits" Ref 4). The documents include deeds (deed jackets, legal descriptions, and plat maps) for permanent rights and temporary construction easements.

Prepare deeds for the conveyance of R/W to Caltrans, public entities and utility companies for the closeout of the project.

3.3-8c-8 Prepare Parcel Files

For each impacted property, prepare a parcel file. (See "Parcel Files" Ref 4).

3.3-8c-9 Right of Way Design Support

To support acquisition of R/W requirements, CONSULTANT shall prepare R/W exhibit ("cut-sheets") per impacted parcel that displays the R/W needs on both aerial photo and design topography, Cover Letters that describe the TCE needs in detail, and coordinate with Caltrans Design on the preparation of PD-26 packages for R/W Appraisal Maps. CONSULTANT shall participate in R/W workshops with the AUTHORITY.

Perform field staking of R/W requirements on properties upon request. CONSULTANT shall coordinate with Caltrans Right of Way Engineering for the review of R/W appraisal mapping and legal descriptions for approval.

Deliverables:

- Record of Survey
- Title Reports
- PD-26 R/W Requirement Maps
- R/W exhibits (Cut Sheets)
- Appraisal Maps
- Cover Letters
- Parcel Files
- Deeds

3.3-9 Geotechnical and Foundation Reports

3.3-9a Geotechnical Design Report (GDR)

CONSULTANT will prepare a report discussing the geotechnical design basis of the project and recommendations for design and construction of standard earth retaining structures, cut, and fill slopes, pavement, and drainage facilities. This report will be submitted to Caltrans for review. CONSULTANT will address any comments stemming from this review and prepare a final draft. All calculations supporting the design

recommendations will be included as an appendix to the GDR. The report will include infiltration testing for any potential BMP infiltration basins.

Deliverables:

- Draft/Final Geotechnical Design Reports

3.3-9b Foundation Reports for Structures

CONSULTANT will prepare a Foundation Report based upon Type Selection comments and additional information from the GDR analyses. Logs of test borings will be included as 11-inch by 17-inch plans. A Foundation Report will be prepared for bridges, special design retaining walls, and stand-alone overhead sign structures and traffic signals.

Deliverables:

- Draft/Final Foundation Reports

3.3-9c Materials Report

CONSULTANT shall prepare a report discussing the pavement structure recommendations and/or pavement studies for the project. This report shall be submitted to Caltrans for review. CONSULTANT shall address any comments stemming from this review and prepare a final draft. All calculations supporting the recommendations shall be included as an appendix to the Materials Report.

Deliverables:

- Draft/Final Materials Reports

3.3-10 Bridge and Special Design Retaining Wall Plans (Unchecked Details)

CONSULTANT will prepare bridge and retaining wall layout plans, profiles and structural details for modifications of bridges and special design retaining walls specified along the project route. Plans will incorporate aesthetic details consistent with the Conceptual Aesthetics Treatment Plan.

Bridge design will be in accordance with Caltrans Seismic Design Criteria, Bridge Design Specifications, Memos to Designers and Bridge Design Details Manual. Details and construction specifications will be prepared in accordance with Caltrans Standard Plans, Standard Specifications, and Standard Special Provisions.

CONSULTANT will Update the bridge General Plans estimate to verify its ongoing validity.

All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval.

Deliverables:

- Unchecked Structure Plans – 10 reduced sets
- Electronic copy of Unchecked Structures Plans
- Updated Structures Cost Estimate

3.3-11 Retaining Wall Plans

CONSULTANT will prepare retaining wall layout plans, profiles and structural details for the walls specified along the project route. Plans will incorporate aesthetic details consistent with the Conceptual Aesthetics Treatment Plan. CONSULTANT will prepare draft technical special provisions for the soundwalls. All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval.

Deliverables:

- Retaining Wall Plans, Details and Quantities – 10 reduced sets

3.3-12 Soundwall Plans

CONSULTANT will prepare soundwall plans and details for proposed soundwalls (if any) specified in the assigned segment. Coordination with the adjacent segment is required. CONSULTANT will prepare draft technical special provisions for the soundwalls.

All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval.

Deliverables:

- Soundwall Plans, Details and Quantities – 10 reduced sets

3.3-13 Utility Plans

CONSULTANT will prepare and update the utility conflict maps as a result of the coordination, reviews and potholing done during the 35% PS&E. Again, it is assumed the utility companies will perform relocation design for their own facilities. CONSULTANT shall review relocation plans prepared by utility owners to verify compatibility with the project, as well as other utility plans. CONSULTANT shall respond in writing to Authority either confirming approval or non-approval of the relocation plans to the project and reasons therefore. CONSULTANT shall update the utility plan sheets to show the disposition of each utility on the project. Disposition shall include the utility company name, facility type, original location and proposed location for each utility.

All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval.

Deliverables:

- Updated Utility conflict maps with test hole information
- Updated Utility Conflict Matrix for all utilities within project limits
- Updated Utility Plan Sheets

3.4 TASK 4- INITIAL PS&E (95%) SUBMITTAL

3.4-1 Update Roadway Plans

This submittal will include comments, reviews, coordination efforts, and updated information. CONSULTANT will update all Roadway Plans and will provide Quantity Sheets with updated Special Provisions and BEES estimate. Any Revised and/or New Standard Plans developed by Caltrans shall be included with CONSULTANT's Roadway Plan submittal. Response and resolution of all review comments for each deliverable from 65% submittal will take place prior to 95% submittal. All roadway quantities shall be independently checked, and all issues raised by independent quantity checker(s) will be resolved prior to the submittal. The estimate will reflect checked and resolved quantities.

CONSULTANT shall review unit price cost assumptions which comprise project cost estimate with Authority. Any discrepancies in unit price costs between Authority and CONSULTANT shall be resolved through a joint review meeting. All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval.

Deliverables:

- 95 percent Roadway PS&E – 10 sets
- 95 Percent Quantities and Independent Check Calculations – 2 sets

3.4-2 Bridge and Special Design Retaining Wall Plans

CONSULTANT will independently review the unchecked plans, draft special provisions, quantities, and construction cost estimate for bridges and special design retaining walls. CONSULTANT's independent review team will analyze the structures, verify member capacities, review the special provisions, and prepare independent quantity calculations. All issues raised by the checkers will be resolved with the structural designers. The final design will reflect agreement among the designers and independent checkers.

All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval.

Deliverables:

- Checked structure plans, reduced size – 10 sets
- Edited structures special provisions – 2 copies
- Design calculations – 1 set
- Design Independent check calculations – 1 set
- Quantities and check calculations – 2 sets

3.4-3 Construction Schedule

CONSULTANT will prepare a Critical Path Method (CPM) construction schedule in consultation with the Authority Construction Manager and Caltrans based on the estimated required working days for project construction.

Deliverables:

- CPM Schedule Printout and electronic copy
- 3.4-4 Utility and R/W Update

CONSULTANT will verify and update utility and R/W engineering data.

Deliverables:

- Report containing all updated utility and R/W engineering data with changes clearly identified

3.4-5 Update SWDR

CONSULTANT will update the Storm Water Data Report (SWDR) and water pollution control plans based on comments received from Caltrans.

Deliverables:

- Final SWDR – 10 copies
- Updated Water Pollution Control Plans – 10 sets

3.4-6 Update Planting and Irrigation Plans

CONSULTANT shall update planting and irrigation plans to include replacement planting and irrigation in those landscaped areas disturbed by construction. Specimen trees will replace any mature trees that are removed by the project. The determination of the size and quantity of the replacement trees will be by the District 12 Landscape Architect.

All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval.

Deliverables:

- Separate Highway Planting and Irrigation PS&E – 10 sets

3.4-7 Environmental Commitment Record (ECR)

CONSULTANT shall update the ECR based on changes during final design provided by the project engineer and ensure that all measures are incorporated in the final PS&E package. If there are any changes to the project design, appropriate environmental revalidation shall be prepared pursuant to NEPA and CEQA requirements.

Deliverables:

- Environmental Revalidation
- Environmental commitment tracking system
- Updated ECR
- Draft and Final report on project compliance

3.4-8 Update TMP

CONSULTANT will update the TMP based on comments received from Caltrans.

Deliverables:

- Transportation Management Plan – 10 copies

3.4-9 Railroad Coordination / C&M Agreement or Service Contract

CONSULTANT will assist in the coordination of the following agreements with Southern California Regional Rail Authority (SCRRA):

- Railroad Construction and Maintenance (C&M) Agreement:

CONSULTANT will assist in the coordination of the C&M agreement between the Authority and SCRRA including review and comment on the project scope, schedule, costs, easements and exhibits.

- SCRRA Right-of-Entry Coordination:

CONSULTANT will coordinate with SCRRA to obtain the right-of-entry agreements for the survey and design work. This will include obtaining agreements from SCRRA, coordinating flagging, and coordinating site access.

Deliverables:

- Assist in coordination of C&M Agreement or Service Contract

3.5 TASK 5 – FINAL PS&E (100 PERCENT) SUBMITTAL

3.5-1 Roadway Plans, Structure Plans, Special Provisions, Cost Estimates, and Working Day Schedules

CONSULTANT will submit the Final PS&E package to Caltrans District Office Engineer and Office of Special Funded Projects (OSFP) for final approval. CONSULTANT will also submit final plans for Caltrans Safety Review and participate in the safety review/disposition meeting. CONSULTANT will provide status of incorporation of plan specifications features in accordance with the Environmental Commitments Record. The submittal will incorporate review comments from all involved agencies and include all completed forms in the Construction Contract Development (CCD) Guide.

All plans, specifications, estimates and reports should be in electronic format for review. The Authority reserves the right to request hard copies of any document for review or approval.

Deliverables:

- Final Roadway PS&E – 10 sets and 2 electronic files
- Final Quantities and Independent Check Calculations – 2 sets
- Full-size reproducible final structure plans – 1 set
- Final structures special provisions – 4 sets
- Prints of final structure plans – 4 sets; Cost estimates – 2 copies
- Working day schedules – 2 copies
- Original/checked quantity calculations – 2 copies

Deliverables to Office of Special Funded Projects (OSFP):

- Full-size reproducible final structure plans – 1 set
 - Final structures special provisions – 4 sets
 - Prints of final structure plans, reduced size – 4 sets
- In addition, CONSULTANT will provide electronic version of all plans, special provisions, estimates and schedules. The final BEES will be provided as a Microsoft Excel file

3.5-2 Resident Engineer File

CONSULTANT will meet with the Resident Engineer (RE) and functional units and provide the following information for the RE file. This list is not comprehensive and CONSULTANT shall provide additional information as appropriate:

- Permits
- Surveying Notes
- Geotechnical (GDR) and Foundation (FDR) Reports
- Hydrology/Hydraulics Report and calculations
- Relevant correspondence and memoranda
- Engineering calculations (horizontal and vertical alignments, earthwork quantities, etc.)
- Environmental Agreements and Reports
- Summary and discussion of Environmental issues
- Transportation Management Plan and supplements
- Material Handouts
- Storm Water Data Report
- Right-of-Way Maps and Agreements
- Utility Relocation Plans and Agreements
- Safety Review Report
- List of Project Personnel

- Cooperative Agreements
- Working Cross Sections
- Bridge four-scale plans – 3 sets

CONSULTANT will provide an electronic version of all RE file information.

Deliverables:

- Resident Engineer (RE) file

3.5-3 Survey File

CONSULTANT will prepare materials and compile documentation to be included in a Survey File for use by the lead surveyor assigned to this project prior to construction. The following documentation will be included in the Survey File as prescribed by the Project Development Procedures Manual (PDPM) Appendix QQ – Preparation Guidelines for Survey Files, but not limited to:

- Contact List
- Datum Listing
- Project Reference List
- Additional Instructions
- Contract Plans
- Project Control
- Topography & Base Maps
- Horizontal & Vertical Alignments
- Profiles
- Cross Sections – Roadway cross-sections at 50' intervals. The cross sections will depict only the finished surface, pavement subgrade and original ground generated from the DTM files and will be identified by station interval. Additive information such as elevation callouts, curbs, dikes, wall cross-sections, right of way lines, ditch cross-sections, etc. will not be shown on the cross-sections.
- Slope Staking Notes/Grid Grades
- Right of Way Appraisal Maps
- Right of Way Coordinate Geometry
- Right of Way Monument Perpetuation Documentation
- Structural Systems (Walls)
- Structural Systems (Bridges)
- Drainage Systems
- Digital Design Model

CONSULTANT will submit the Survey File electronically to the Caltrans District Office Engineer.

Deliverables:

- Survey File

3.5-4 Materials Handouts

CONSULTANT will prepare materials handout information per Caltrans HDM, Section 111.3 Materials Information Furnished to Prospective Bidders.

Deliverables:

- Material Handouts

3.5-5 Paleontological Mitigation Plan (PMP)

CONSULTANT will prepare a Paleontological Mitigation Plan consistent with Caltrans and County requirements. The PMP will be implemented during excavation activities.

Deliverables:

Paleontological Mitigation Plan (PMP)

3.6 TASK 6 – CONSTRUCTION BIDDING PHASE

Bidding procedures will be the responsibility of Caltrans. In addition, Caltrans will:

- Advise the CONSULTANT of listing dates.
- Inform CONSULTANT of all issues and inquiries list and responses.
- Provide CONSULTANT with bid results and summary sheets for their review.

During bid advertisement of the project, CONSULTANT will refer all questions concerning the intent to Caltrans for resolution. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, CONSULTANT will inform Caltrans. Caltrans will advise CONSULTANT regarding the proper procedure required for analysis of said items. Any necessary corrective action will either be in the form of an addendum prepared by CONSULTANT and issued by Caltrans, or via a covering change order after the award of the construction contract.

3.6-1 Pre-Bid Meeting

CONSULTANT will attend the pre-bid meeting.

3.6-2 Respond to Inquiries

CONSULTANT will draft responses to bidders' inquiries as requested by the District Office Engineer. All such responses will be routed through the District Engineer.

Deliverables:

- Draft Bidder Inquiry Responses (hard copy and electronic in MS Word)

3.6-3 Addenda

CONSULTANT will prepare addenda as requested by District Oversight Engineer, Office Engineer and/or Project Manager.

Deliverables:

- Copies of Addenda

3.7 TASK 7 – CONSTRUCTION SUPPORT PHASE

Construction of the project will be the responsibility of Caltrans. During the construction phase, CONSULTANT shall work closely with Resident Engineer (RE) within the budget allotted to assist and advise the RE in order to minimize construction conflicts and to expedite project completion.

3.7-1 Pre-Construction Meeting

CONSULTANT will attend the pre-construction meeting.

3.7-2 Partnering Workshop

CONSULTANT will attend a partnering workshop as requested by Caltrans.

3.7-3 Additional Drawings Due to CONSULTANT Error, Omission, or Revision

In the case of errors and/or omissions, CONSULTANT shall furnish additional and/or revised drawings necessary for corrections and change orders. Caltrans will provide a written request for such drawings and CONSULTANT will provide said drawings at no additional cost to Caltrans or Authority. CONSULTANT will also provide the original tracings of the drawings and contract wording for related change orders to Caltrans at no additional cost.

3.7-4 Shop Drawing and Submittal Review

CONSULTANT will review submittals and shop drawings. The review of shop drawings shall include structures working drawing submittals, construction contractor's submittals for substitutions, construction contractor's alternative construction approval, steel layout for structures, independent check of construction contractor submittals and others as requested by the Resident Engineer.

3.7-5 Additional Drawings at Caltrans Request

If requested by Caltrans, CONSULTANT will prepare additional drawings and change order-supporting documents. Any such additional drawings constitute extra work; therefore, prior approval from Authority is required. Any such additional engineering services, drawings, or change order documentation prepared prior to receiving the required approval will be at CONSULTANT's risk and expense.

3.7-6 Site Visits

CONSULTANT will visit the job site as requested by Authority.

3.7-7 Respond to Inquiries/RFIs

CONSULTANT will draft responses to contractor inquiries and RFIs as requested by the Resident Engineer.

3.7-8 Change Order Preparation and Review, Cost Reduction Incentive Proposal (CRIP) Reviews

CONSULTANT will review proposed change orders, draft change order language and make recommendations as requested by Resident Engineer. If said changes are necessary as a direct result of design errors and omissions, CONSULTANT shall prepare and/or review contract change orders at no additional cost.

Caltrans Responsibility

- Provide advice on any issues raised and inquiries made by Resident Engineer
- Inform Design Consultants of all field changes and Contract Change Orders (CCOs)
- Prepare and maintain as-built mark-ups in the field

3.7-9 As-Builts

CONSULTANT will be responsible for preparing as-builts plans, signed and stamped by CONSULTANT and submitted to Caltrans. Resident Engineer will provide CONSULTANT with as-built plan markups.

Deliverables:

- As-Built plans, hard copy and electronic DGN format – 1 set

3.8 TASK 8 – PROJECT CLOSEOUT

After construction, CONSULTANT will provide all final construction project records in accordance with Section 5-104 of the Caltrans Construction Manual and all other Caltrans requirements. Records shall include, but not necessarily be limited to design survey records, including legible hard copies and electronic files, recorded monumentations, and post audits. CONSULTANT shall maintain all project records in accordance with the Caltrans Uniform Filing System.

3.8-1 Develop Final Record Drawing Plans

While Caltrans is responsible for maintaining field as-built plans, CONSULTANT shall keep a similar set of plans, noting any variation between the plans and the actual construction. These marked up plans will form the basis for the development of the Final record drawing PS&E. In developing the Final record drawing PS&E, CONSULTANT shall follow all requirements specified in Sections 5-104D (1) and (2) of the Caltrans Construction Manual and submit to Caltrans no later than 60 days after construction contract acceptance by Caltrans.

3.8-2 Deliver Project Files

CONSULTANT will provide all pertinent project records to Caltrans. Documents shall be organized in accordance with the Caltrans Uniform Filing System.

3.8-3 Post Audits

CONSULTANT will assist Caltrans with the post audits, as required and requested by Caltrans.

EXHIBIT B: PROPOSED AGREEMENT

1 understandings and communications. The invalidity in whole or in part of any term or condition of this
2 Agreement shall not affect the validity of other terms or conditions.

3 B. AUTHORITY's failure to insist in any one or more instances upon CONSULTANT's
4 performance of any terms or conditions of this Agreement shall not be construed as a waiver or
5 relinquishment of AUTHORITY's right to such performance or to future performance of such terms or
6 conditions and CONSULTANT's obligation in respect thereto shall continue in full force and effect.
7 Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when
8 specifically confirmed in writing by an authorized representative of the AUTHORITY by way of a written
9 amendment to this Agreement and issued in accordance with the provisions of this Agreement.
10 CONSULTANT shall only commence work covered by an amendment after the amendment is executed
11 and notification to proceed has been provided by AUTHORITY.

12 **ARTICLE 2. AUTHORITY DESIGNEE**

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

15 **ARTICLE 3. SCOPE OF WORK**

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

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

<u>Names</u>	<u>Functions</u>

1 C. No person named in paragraph B of this Article, or his/her successor approved by
2 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or
3 level of commitment hereunder be changed, without the prior written consent of AUTHORITY's Contract
4 Administrator.

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

11 **ARTICLE 4. TERM OF AGREEMENT**

12 A. This Agreement shall go into effect on _____, contingent upon approval by
13 AUTHORITY, and CONSULTANT shall commence after notification to proceed by AUTHORITY's
14 Contract Administrator. This Agreement shall end on _____, unless extended by amendment to
15 the Agreement, or terminated as provided hereunder.

16 B. CONSULTANT is advised that any recommendation for contract award is not binding on
17 AUTHORITY until the Agreement is fully executed and approved by AUTHORITY.

18 **ARTICLE 5. ALLOWABLE COSTS AND PAYMENT**

19 A. For CONSULTANT's full and complete performance of its obligations under this
20 Agreement and subject to the maximum cumulative payment obligation provision set forth in Article 7
21 "Maximum Obligation" AUTHORITY shall pay CONSULTANT on a firm fixed price (lump sum) basis in
22 accordance with the following provisions.

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

25 /

26 /

<u>Task</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Project Management/Coordination/Administration	\$0.00
2	35 Percent PS&E	\$0.00
3	Draft PS&E (65 Percent) Submittal	\$0.00
4	Initial PS&E (95 Percent) Submittal	\$0.00
5	Final PS&E (100 Percent) Submittal	\$0.00
6	Construction Bidding Phase	\$0.00
7	Construction Support Phase	\$0.00
8	Project Closeout	\$0.00
TOTAL FIRM FIXED PRICE (LUMP SUM) PAYMENT		\$0.00

C. The method of payment for this Agreement is based on lump sum. The total lump sum price paid CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Exhibit A entitled "Scope of Work" to this agreement. No additional compensation will be paid to CONSULTANT unless there is a change in the Scope of Work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and AUTHORITY. Adjustment in the total lump sum compensation will not be effective until authorized by amendment to this Agreement that is approved by AUTHORITY. The total firm fixed price (lump sum) as specified in Paragraph B of this Article shall not be exceeded, unless authorized by an amendment to this Agreement.

D. The overhead rate established for this Agreement is extended through the term of this specific Agreement. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds AUTHORITY's approved overhead rate set forth in this Agreement.

E. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

F. Progress payments will be made monthly in arrears based on the percentage of work completed by the CONSULTANT. If CONSULTANT fails to submit the required deliverable items

1 according to the schedule set forth in the Scope of Work, AUTHORITY shall have the right to delay
2 payment or terminate this Agreement in accordance with the provisions of Article 14 entitled
3 "Termination."

4 G. CONSULTANT shall not commence performance of work or services until this Agreement
5 has been approved by AUTHORITY and notification to proceed has been issued by AUTHORITY. No
6 payment will be made prior to approval of any work, or for any work performed prior to approval of this
7 Agreement.

8 H. For personnel subject to prevailing wage rates as described in the California Labor Code,
9 all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

10 I. CONSULTANT will be reimbursed, less any retention amount withheld, as promptly as
11 fiscal procedures will permit upon receipt by the AUTHORITY's Accounts Payable office of itemized
12 invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the
13 performance of the work for which the CONSULTANT is billing. Invoices shall detail the work performed
14 on each task/milestone, on each project as applicable. Invoices shall follow the format stipulated for the
15 approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must
16 contain the final cost and all credits due the AUTHORITY that include any equipment purchased under
17 the provisions of Article 47 entitled "Equipment Purchase" of this Agreement. The final invoice should be
18 submitted to AUTHORITY within sixty (60) calendar days after completion of CONSULTANT's work.

19 J. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments
20 corresponding to the work actually completed by CONSULTANT. Percentage of work completed shall
21 be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each
22 invoice submitted by CONSULTANT. The report should be sufficiently detailed for the AUTHORITY to
23 determine, if CONSULTANT is performing to expectations, or is on schedule; or to provide
24 communication of interim findings, and to sufficiently address any difficulties or special problems
25 encountered, so remedies can be developed. CONSULTANT shall also furnish such other information
26 as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion,

1 AUTHORITY may decline to make full payment for any task listed in Paragraph B of this Article until such
2 time as CONSULTANT has documented to AUTHORITY's satisfaction, that CONSULTANT has fully
3 completed all work required under the task. AUTHORITY's payment in full for any task completed shall
4 not constitute AUTHORITY's final acceptance of CONSULTANT's work under such task.

5 K. As partial security against CONSULTANT's failure to satisfactorily fulfill all its obligations
6 under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice
7 submitted for payment by CONSULTANT, and shall make prompt and regular incremental acceptances
8 of portions/milestones/tasks, as determined by AUTHORITY, of the Agreement work, and pay retainage
9 to CONSULTANT based on these acceptances. The CONSULTANT, or subconsultant, shall return all
10 monies withheld in retention from a subconsultant within fifteen (15) calendar days after receiving
11 payment for work satisfactorily completed and accepted including incremental acceptances of
12 portions/milestones/tasks of the Agreement work by the AUTHORITY. CONSULTANT shall invoice
13 AUTHORITY for the release of the retention in accordance with this Article.

14 L. The prime consultant, or subconsultant, shall return all monies withheld in retention from
15 a subconsultant within fifteen (15) days after receiving payment for work satisfactorily completed and
16 accepted. Any subcontract entered into as a result of this Agreement shall contain all of the provisions
17 of this section. Federal law, CFR Title 49, Part 26.29, requires that any delay or postponement of payment
18 over fifteen (15) days may take place only for good cause and with the AUTHORITY's prior written
19 approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to
20 the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions
21 Code. These requirements shall not be construed to limit or impair any contractual, administrative, or
22 judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute
23 involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or
24 noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT
25 and subconsultants.

26 /

1 M. All retained funds shall be released by AUTHORITY and shall be paid to CONSULTANT
2 within sixty (60) calendar days of payment of final invoice, unless AUTHORITY elects to audit
3 CONSULTANT's records in accordance with Article 17 entitled "Audit and Inspection of Records", of this
4 Agreement. If AUTHORITY elects to audit, retained funds shall be paid to CONSULTANT within thirty
5 (30) calendar days of completion of such audit in an amount reflecting any adjustment required by such
6 audit. During the term of the Agreement, at its sole discretion, AUTHORITY reserves the right to release
7 all or a portion of the retained amount based on CONSULTANT's satisfactory completion of certain
8 portions/milestones/tasks. CONSULTANT shall invoice AUTHORITY for the release of the retention in
9 accordance with this Article.

10 N. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted
11 in duplicate to AUTHORITY's Accounts Payable office or may be emailed to VendorInvoices@octa.net.
12 Each invoice shall be accompanied by the monthly progress report specified in paragraph G of this Article.
13 Invoices shall be submitted no later than 30-calendar days after the performance of work for which
14 CONSULTANT is billing. AUTHORITY shall remit payment within thirty (30) calendar days of the receipt
15 and approval of each invoice. Each invoice shall include the following information:

- 16 1. Agreement No. C-1-3298;
- 17 2. Specific task number for which payment is being requested;
- 18 3. The time period covered by the invoice;
- 19 4. Total monthly invoice by task (including project to-date cumulative invoice amount);
20 and retention amount;
- 21 5. Monthly Progress Report;
- 22 6. Weekly certified payroll for personnel subject to prevailing wage requirements;
- 23 7. Certificate signed by the CONSULTANT or his/her designated alternate that a) The
24 invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
25 information included with the invoice is true, complete and correct in all material respects; c) All payments
26 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to

1 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
2 invoice does not include any amount which CONSULTANT intends to withhold or retain from a
3 subcontractor or supplier unless so identified on the invoice.

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

6 O. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this
7 Agreement number and project title. Invoices shall include all reimbursable costs/expenditures to satisfy
8 Caltrans' Local Assistance Procedures Manual (LAPM), Chapter 5 Accounting/Invoices.

9 P. CONSULTANT shall not commence performance of work or services until this Agreement
10 has been approved by the AUTHORITY. No payment will be made prior to approval of any work, or for
11 any work performed prior to approval of this Agreement.

12 **ARTICLE 6. PROMPT PAYMENT CLAUSE**

13 A. AUTHORITY has adopted a prompt payment provision on all U.S. DOT-assisted
14 contracts to facilitate timely payment to all subconsultants in accordance with regulatory mandates.
15 Pursuant to Title 49 of the Code of Federal Regulations (CFR) Part 26.29:

16 B. "CONSULTANT agrees to pay each subconsultant under this Agreement for satisfactory
17 performance of its Agreement no later than fifteen (15) days from the receipt of each payment
18 CONSULTANT receives from AUTHORITY. CONSULTANT agrees further to return retainage payments
19 to each subconsultant within fifteen (15) days after receiving payment for work satisfactorily completed
20 and accepted including incremental acceptances of portions of the Agreement work by AUTHORITY. Any
21 delay or postponement of payment from the above referenced time frame may take place only for good
22 cause and with AUTHORITY's prior written approval." CONSULTANT shall incorporate this clause
23 verbatim, set forth above, in all subcontract, broker, dealer, vendor, supplier, purchase order or other
24 source agreements issued to both DBE and non-DBE firms.

25 C. Any violation of the provisions listed above shall subject the violating CONSULTANT to
26 the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and

1 Professions Code and Section 3321 of the California Civil Code for consultant contracts. This requirement
2 shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise
3 available to CONSULTANT or subconsultant in the event of a dispute involving late payment or
4 nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a
5 subconsultant.

6 D. Failure to comply with this provision, and/or other DBE Program requirements, without
7 prior approval from AUTHORITY will constitute noncompliance. Noncompliance may result in the
8 application of appropriate administrative sanctions, including, but not limited to, a penalty of two percent
9 (2%) of the invoice amount due per month, for every month that full payment is not made.

10 **ARTICLE 7. MAXIMUM OBLIGATION**

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

16 /
17 /
18 /
19 /
20 /
21 /
22 /
23 /
24 /
25 /
26 /

ARTICLE 8. 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:	Sonja Gettel
Title:		Title: Senior Contract Administrator	
Tel:		Tel: (714) 560-5562	
E-Mail:		E-Mail: sgettel@octa.net	
		cc: Niall Barrett	
		Program Manager	
		Tel: (714) 560-5879	
		E-mail: nbarrett@octa.net	

ARTICLE 9. INDEPENDENT CONTRACTOR

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

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

5 **ARTICLE 10. INSURANCE**

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

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

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

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

16 4. Employers' Liability with minimum limits of \$1,000,000.00 per accident, \$1,000,000.00
17 policy limit-disease, and \$1,000,000 policy limit employee-disease; and

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

19 B. Prior to commencement of any work hereof, CONSULTANT shall furnish to
20 AUTHORITY's Contract Administrator broker-issued insurance certificate showing the required insurance
21 coverages and further providing that:

22 1. AUTHORITY, its officers, directors, employees and agents must be named as
23 additional insured on Commercial General Liability and Automobile Liability policy with respect to
24 performance hereunder; and

25 2. The coverage shall be primary and noncontributory as to any other insurance with
26 respect to performance hereunder; and

1 3. Thirty (30) days prior written notice of cancellation or material change be given to
2 AUTHORITY.

3 C. "Occurrence," as used herein, means any event or related exposure to conditions, which
4 result in bodily injury or property damage.

5 D. The Certificate of Insurance shall reference Agreement Number C-1-3298; and, the
6 Contract Administrator's Name, Sonja Gettel, Senior Contract Administrator.

7 E. Upon AUTHORITY's request, certified, true and exact copies of each of the insurance
8 policies shall be provided to AUTHORITY.

9 F. AUTHORITY shall notify CONSULTANT in writing of any changes in the requirements
10 to insurance required to be provided by CONSULTANT. Except as set forth in this Article, any additional
11 cost from such change shall be paid by AUTHORITY and any reduction in cost shall reduce the
12 Agreement price pursuant to a change order.

13 G. CONSULTANT shall also include in each subcontract the stipulation that subcontractors
14 shall maintain coverage in the amounts required as provided in this Agreement.

15 H. CONSULTANT shall be required to immediately notify AUTHORITY of any modifications
16 or cancellation of any required insurance policies.

17 **ARTICLE 11. ORDER OF PRECEDENCE**

18 To the extent there are any conflicts or inconsistency arising between any provisions or
19 documents incorporated in this Agreement, the order of precedence for conflict resolution in descending
20 order shall be as follows: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of
21 RFP 1-3298; (3) CONSULTANT's technical proposal dated _____, CONSULTANT's cost proposal
22 dated _____ and final cost proposal dated _____, and (4) all other documents, if any, cited herein or
23 incorporated by reference.

24 **ARTICLE 12. CHANGES**

25 A. By written notice or order, AUTHORITY may, from time to time, order work suspension
26 and/or make changes in the general scope of this Agreement, including, but not limited to, the services

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

7 B. This Agreement may be amended or modified only by mutual written agreement of the
8 parties.

9 C. CONSULTANT shall only commence work covered by an amendment after the
10 amendment is executed and notification to proceed has been provided by AUTHORITY's Contract
11 Administrator.

12 **ARTICLE 13. DISPUTES**

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

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

24 **ARTICLE 14. TERMINATION**

25 C. AUTHORITY reserves the right to terminate this Agreement upon thirty (30) calendar
26 days written notice to CONSULTANT of intent to terminate, with effective date of termination and the

1 reasons for termination stated in the notice, in accordance with the provisions of the FAR referenced
2 above and Article 8 "Notices", herein. Upon receipt of said notification, CONSULTANT agrees to comply
3 with all applicable provisions of the FAR pertaining to termination for convenience.

4 D. Upon termination, AUTHORITY shall be entitled to all work, including but not limited to,
5 reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed
6 to that date, whether completed or not.

7 C. AUTHORITY may temporarily suspend this Agreement, at no additional cost to
8 AUTHORITY, provided that CONSULTANT is given written notice of temporary suspension. If
9 AUTHORITY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its
10 activities under this Agreement. A temporary suspension may be issued concurrent with the notice of
11 termination

12 D. AUTHORITY may terminate this Agreement with CONSULTANT should CONSULTANT
13 fail to perform the covenants herein contained at the time and in the manner herein provided. In the event
14 of such termination, AUTHORITY may proceed with the work in any manner deemed proper by
15 AUTHORITY. If AUTHORITY terminates this Agreement with CONSULTANT, AUTHORITY shall pay
16 CONSULTANT the sum due to CONSULTANT under this Agreement prior to termination, unless the cost
17 of completion to AUTHORITY exceeds the funds remaining in the Agreement, in which case the overage
18 shall be deducted from any sum due CONSULTANT under this Agreement and the balance, if any, shall
19 be paid to CONSULTANT upon demand. Said termination shall be construed in accordance with the
20 provisions of the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 49, of the Federal
21 Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination
22 for convenience.

23 E. AUTHORITY may terminate this Agreement for CONSULTANT's default if a federal or
24 state proceeding for the relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT
25 makes an assignment for the benefit of creditors, or for cause if CONSULTANT fails to perform in
26 accordance with the scope of work or breaches any term(s) or violates any provision(s) of this Agreement

1 and does not cure such breach or violation within ten (10) calendar days after written notice thereof by
2 AUTHORITY. CONSULTANT shall be liable for any and all reasonable costs incurred by AUTHORITY
3 as a result of such default or breach including, but not limited to, reprocurement costs of the same or
4 similar services defaulted by CONSULTANT under this Agreement. Such termination shall comply with
5 CFR Title 48, Chapter 1, Part 49, of the FAR.

6 **ARTICLE 15. 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, costs, penalties, fines, damages, bodily injuries,
10 including death, damage to or loss of use of property, arising out of, resulting from, or in connection with
11 the performance of CONSULTANT, its officers, directors, employees, agents, subconsultants or suppliers
12 under the Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless, and
13 indemnify AUTHORITY, its officers, directors, employees and agents shall not apply to such claims or
14 liabilities arising from the sole or active negligence or willful misconduct of AUTHORITY. Notwithstanding
15 the foregoing, to the extent that Contractor's duty to indemnify arises out of a claim to which Civil Code
16 section 2782.8 would apply, Contractor shall indemnify and defend the indemnitees to the maximum
17 extent permitted by Civil Code section 2782.8.

18 **ARTICLE 16. ASSIGNMENTS AND SUBCONTRACTS**

19 A. Nothing contained in this Agreement or otherwise, shall create any contractual relation
20 between AUTHORITY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its
21 responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to
22 AUTHORITY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly
23 employed by any of them as it is for the acts and omissions of persons directly employed by
24 CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from
25 AUTHORITY's obligation to make payments to the CONSULTANT.

26 /

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

6 C. The CONSULTANT shall perform the work contemplated with resources available within
7 its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without
8 written authorization by AUTHORITY's Contract Administrator, except that, which is expressly identified
9 in the approved Cost Proposal.

10 D. CONSULTANT shall pay its subconsultants within seven (7) calendar days from receipt
11 of each payment made to CONSULTANT by AUTHORITY.

12 E. All subcontracts entered into as a result of this Agreement, shall contain all of the
13 provisions stipulated in this entire Agreement to be applicable to subconsultants unless otherwise noted.

14 F. Any substitution or addition of subconsultant(s) must be approved in writing by the
15 AUTHORITY's Contract Administrator, in advance of assigning work to a substitute subconsultant(s).

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

<u>Subcontractor Name/Address</u>	<u>Subcontractor Amounts</u>

1 **ARTICLE 17. AUDIT AND INSPECTION OF RECORDS**

2 A. CONSULTANT and any subconsultant shall permit AUTHORITY, the State, and the
3 FHWA if federal participating funds are used in this Agreement, to review and inspect the project activities
4 and files at all reasonable times during the performance period of this Agreement.

5 B. For the purpose of determining compliance with the Public Contract Code 10115, et seq.
6 and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other
7 matters connected with the performance of the contract pursuant to Government Code 8546.7;
8 CONSULTANT, subconsultants, and AUTHORITY shall maintain and make available for inspection all
9 books, documents, papers, accounting records, Independent certified public accountant (CPA) Audited
10 Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement, including but
11 not limited to, the costs of administering the Agreement. All parties, including the CONSULTANT and
12 Independent CPA, shall make such workpapers and materials available at their respective offices at all
13 reasonable times during the Agreement period and for four (4) years from the date of final payment under
14 the Agreement. AUTHORITY, or other agents of AUTHORITY, Caltrans Auditor, FHWA, or any duly
15 authorized representative of the Federal government having jurisdiction under Federal laws or regulations
16 (including the basis of Federal funding in whole or in part) shall have access to any books, records, payroll
17 documents, facilities and documents of CONSULTANT, subconsultants, and the CONSULTANT's
18 Independent (CPA), that are pertinent to the Agreement for audits, examinations, workpaper review,
19 excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

20 C. CONSULTANT shall maintain such books, records, data and documents in accordance
21 with generally accepted accounting principles and the CFR, Title 48, Chapter 1, Part 31 of the Federal
22 Acquisition Regulation System (FAR) and shall clearly identify and make such items readily accessible
23 to such parties during CONSULTANT's performance hereunder.

24 D. AUTHORITY's right to audit books and records directly related to this Agreement shall
25 also extend to all first-tier subcontractors performing work identified in Article 16 "Assignments and
26 /

1 Subcontracts” of this Agreement, and such language must be included in CONSULTANT’s agreements
2 with its subcontractors.

3 **ARTICLE 18. AUDIT REVIEW PROCEDURES**

4 A. Any dispute concerning a question of fact arising under an interim or post audit of this
5 Agreement that is not disposed of by agreement, shall be reviewed by AUTHORITY’s Internal Audit.

6 B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request
7 a review by AUTHORITY’s Internal Audit of unresolved audit issues. The request for review will be
8 submitted in writing.

9 C. Neither the pendency of a dispute nor its consideration by AUTHORITY will excuse
10 CONSULTANT from full and timely performance, in accordance with the terms of this Agreement.

11 D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are
12 subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an
13 ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost
14 proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with
15 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper
16 review it is CONSULTANT’s responsibility to ensure federal, state, or local government officials are
17 allowed full access to the CPA’s work papers including making copies as necessary. The Agreement,
18 cost proposal, and ICR shall be adjusted by CONSULTANT and approved by AUTHORITY’s Contract
19 Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual
20 terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if
21 directed by AUTHORITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review
22 recommendations, or to ensure that the federal, state or local governments have access to CPA work
23 papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and
24 disallowance of prior reimbursed costs.

25 E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by The
26 California Department of Transportation’s Independent office of Audit and Investigation (IOAI). IOAI, at

1 its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal
2 shall be adjusted by the CONSULTANT and approved by the AUTHORITY's Contract Administrator to
3 conform to the Work Paper Review recommendations included in the management letter or audit
4 recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work
5 Paper Review recommendations included in the management letter or audit recommendations included
6 in the audit report will be considered a breach of the Agreement terms and cause for termination of the
7 Agreement and disallowance of prior reimbursed costs.

8 1. During IOAI review of the ICR audit work papers created by the CONSULTANT's
9 independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that
10 arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely
11 manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval
12 letter, AUTHORITY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR
13 {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting
14 Standards), if applicable; in accordance with procedures and guidelines of the American Association
15 of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures
16 and guidelines} is received and approved by A&I. Provisional rates will be as follows:

17 a. If the proposed rate is less than 150% - the provisional rate reimbursed will be
18 90% of the proposed rate.

19 b. If the proposed rate is between 150% and 200% - the provisional rate will be 85%
20 of the proposed rate.

21 c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the
22 proposed rate.

23 2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require
24 CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3)
25 months of the effective date of the management letter. IOAI will then have up to six (6) months to review
26 the CONSULTANT's and/or the independent CPA's revisions.

1 3. If the CONSULTANT fails to comply with the provisions of this Section E, or if IOAI is still
2 unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted,
3 overhead cost reimbursement will be limited to the accepted ICR that was established upon initial
4 rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this
5 accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

6 4. CONSULTANT may submit to AUTHORITY final invoice only when all of the following
7 items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA-audited ICR;
8 (2) all work under this Agreement has been completed to the satisfaction of AUTHORITY; and, (3) IOAI
9 has issued its final ICR review letter. The Consultant must submit its final invoice to the AUTHORITY, no
10 later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply
11 to this Agreement and all other Agreements executed between AUTHORITY and the CONSULTANT,
12 either as a prime or subconsultant, with the same fiscal period ICR.

13 **ARTICLE 19. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

14 A. CONSULTANT agrees that the CFR, Title 48, Chapter 1, Part 31, Contract Cost Principles
15 and Procedures, shall be used to determine the cost allowability of individual terms of costs.

16 B. CONSULTANT also agrees to comply with Federal procedures in accordance with
17 CFR, Title 2, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements
18 for Federal Awards.

19 C. Any costs for which payment has been made to CONSULTANT that are determined by
20 subsequent audit to be unallowable under CFR Title 48, Part 31 or CFR Title 2, Part 200, are subject to
21 repayment by CONSULTANT to AUTHORITY.

22 D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of
23 Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements,
24 Cost Principles, and Audit Requirements for Federal Awards shall apply.

25 /

26 /

ARTICLE 20. 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 21. 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 22. PROHIBITED INTERESTS

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

B. No member of or delegate to the Congress of the United States shall have any interest, direct or indirect, in this Agreement or to the benefits thereof.

ARTICLE 23. 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, and CONSULTANT shall have no property right therein whatsoever. Copies may be made for CONSULTANT's records but shall not be furnished to others without written authorization from AUTHORITY. Immediately upon termination, AUTHORITY shall be entitled to, and CONSULTANT shall deliver to AUTHORITY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have

1 been prepared or accumulated to date by CONSULTANT in performing this Agreement which is not
2 CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information,
3 along with all other property belonging exclusively to City which is in CONSULTANT's possession.
4 Publication of the information derived from work performed or data obtained in connection with services
5 rendered under this Agreement must be approved in writing by AUTHORITY.

6 B. Additionally, it is agreed that such deliverables shall be deemed works made for hire.
7 CONSULTANT acknowledges and agrees that the work (and all rights therein, including without limitation,
8 copyright) belongs to and shall be the sole and exclusive property of AUTHORITY without restriction or
9 limitation upon its use or dissemination by AUTHORITY.

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

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

25 /

26 /

1 E. Applicable patent rights provisions regarding rights to inventions shall be included in the
2 Agreements as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for
3 federal-aid contracts).

4 F. AUTHORITY may permit copyrighting reports or other agreement products. If copyrights
5 are permitted, the Agreement shall provide that the FHWA shall have the royalty-free nonexclusive and
6 irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for
7 government purposes.

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

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

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

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

3 **ARTICLE 25. DESIGN WITHIN FUNDING LIMITATIONS**

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

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

25 /

26 /

1 **ARTICLE 26. REQUIREMENTS FOR REGISTRATION OF DESIGNERS**

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

8 **ARTICLE 27. FINISHED AND PRELIMINARY DATA**

9 A. Upon completion of all work under this Agreement, ownership and title to all reports,
10 documents, plans, specifications, and estimates, including, but not limited to, illustrations, photographs,
11 tapes, software, software design documents, including without limitation source code, binary code, all
12 media, technical documentation and user documentation, photoprints and other graphic information
13 required to be furnished under this Agreement, will automatically be vested in AUTHORITY and no further
14 agreement will be necessary to transfer ownership to AUTHORITY.

15 B. It is understood and agreed that all calculations, drawings and specifications, whether in
16 hard copy or machine-readable form, are intended for one-time use in the construction of the project for
17 which this Agreement has been entered into.

18 C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with
19 the modification, or misuse by AUTHORITY of the machine-readable information and data provided by
20 CONSULTANT under this Agreement. Further, CONSULTANT is not liable for claims, liabilities, or losses
21 arising out of, or connected with any use by AUTHORITY of the project documentation on other projects,
22 or for the completion of this project by others, except only as such use as may be authorized in writing by
23 CONSULTANT.

24 D. It is expressly understood that any title to preliminary technical data is not passed to
25 AUTHORITY, but is retained by CONSULTANT. Preliminary data includes roughs, visualizations,
26 software design documents, layouts and comprehensives prepared by CONSULTANT solely for the

1 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given
2 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
3 AUTHORITY, if CONSULTANT causes AUTHORITY to exercise Article 14 "Termination", and a price
4 shall be negotiated for all preliminary data.

5 E. All subcontracts entered into as a result of this Agreement shall contain all of the
6 provisions of this Article.

7 **ARTICLE 28. STATE PREVAILING WAGE RATES**

8 A. CONSULTANT shall comply with the State of California's General Prevailing Wage
9 Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State,
10 and local laws and ordinances applicable to the work.

11 B. When prevailing wages apply to the services described in the scope of work,
12 transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department
13 of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See
14 <http://www.dir.ca.gov>.

15 C. CONSULTANT warrants that all mechanics, laborers, journeypersons, workpersons,
16 craftspersons or apprentices employed by CONSULTANT or subconsultant at any tier for any work
17 hereunder, shall be paid unconditionally and not less often than once a week and without any subsequent
18 deduction or rebate on any account (except such payroll deductions as are permitted or required by
19 federal, state or local law, regulation or ordinance), the full amounts due at the time of payment, computed
20 at a wage rate and per diem rate not less than the aggregate of the highest of the two basic hourly rates
21 and rates of payments, contributions or costs for any fringe benefits contained in the current general
22 prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial
23 Relations of the State of California, (as set forth in the Labor Code, commencing at Section 1770 et. seq.),
24 or as established by the Secretary of Labor (as set forth in the Davis-Bacon Act, 40 U.S.C. 267a, et. seq.),
25 regardless of any contractual relationship which may be alleged to exist between CONSULTANT or
26 subconsultant and their respective mechanics, laborers, journeypersons, workpersons, craftspersons or

1 apprentices. Copies of the current General Prevailing Wage Determinations and Per Diem Rates are on
2 file at AUTHORITY's offices and will be made available to CONSULTANT upon request. CONSULTANT
3 shall post a copy thereof at each job site at which work hereunder is performed.

4 D. In addition to the foregoing, CONSULTANT agrees to comply with all other provisions of
5 the California Labor Code, which is incorporated herein by reference, pertaining to workers performing
6 work hereunder including, but not limited to, those provisions for work hours, payroll records and
7 apprenticeship employment and regulation program.

8 E. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for
9 public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of
10 public works, shall contain all of the provisions of this Article. CONSULTANT agrees to insert or cause to
11 be inserted the preceding clause in all subcontracts which provide for workers to perform work hereunder
12 regardless of the subcontractor tier.

13 **ARTICLE 29. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

14 During the performance of this Agreement, CONSULTANT, for itself, its assignees and
15 successors in interest agree as follows:

16 A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under
17 penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt,
18 complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title
19 2, California Code of Regulations, Section 8103.

20 B. Nondiscrimination: During the performance of this Agreement, Consultant and its
21 subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or
22 applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical
23 disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40),
24 marital status, and denial of family care leave. Consultant and subconsultants shall insure that the
25 evaluation and treatment of their employees and applicants for employment are free from such
26 discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the

1 Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations
2 promulgated there under (California Code of Regulations, Title 2, Section 8100-8504 et seq.). The
3 applicable regulations of the Fair Employment and Housing Commission implementing Government
4 Code Section 12990 (a-f), are incorporated into this Agreement by reference and made a part hereof as
5 if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this
6 clause to labor organizations with which they have a collective bargaining or other Agreement.

7 C. Compliance with Regulations: The Consultant shall comply with regulations relative to
8 Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49
9 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI
10 provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination
11 in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex,
12 age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under
13 any program or activity by the recipients of federal assistance or their assignees and successors in
14 interest.

15 D. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: The
16 Consultant, with regard to the work performed by it during the Agreement shall act in accordance with
17 Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin,
18 religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of
19 materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the
20 discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices
21 when the Agreement covers a program whose goal is employment.

22 E. Information and Reports: CONSULTANT shall provide all information and reports
23 required by the Regulations or directives issued pursuant thereto, and shall permit access to its books,
24 records, accounts, other sources of information, and its facilities as may be determined by AUTHORITY
25 to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any
26 information required of CONSULTANT is in the exclusive possession of another who fails or refuses to

1 furnish this information, CONSULTANT shall so certify to AUTHORITY as appropriate, and shall set forth
2 what efforts it has made to obtain the information.

3 F. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with
4 nondiscrimination provisions of this Agreement, AUTHORITY shall impose sanctions as it may determine
5 to be appropriate, including, but not limited to:

6 1. Withholding of payments to CONSULTANT under the Agreement until
7 CONSULTANT complies; and/or

8 2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

9 G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections
10 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in all programs,
11 activities, and services of public entities, as well as imposes specific requirements on public and private
12 providers of transportation.

13 H. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs
14 (A) through (G) in every lower-tier subcontract, which exceeds \$100,000, including procurements of
15 materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant
16 thereto, and that all such sub recipients shall certify and disclose accordingly. CONSULTANT shall take
17 such action with respect to any subcontract or procurement as AUTHORITY may direct as a means of
18 enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event
19 CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as
20 a result of such direction, the CONSULTANT may request AUTHORITY to enter into such litigation to
21 protect the interests of AUTHORITY, and, in addition, CONSULTANT may request the United States to
22 enter into such litigation to protect the interests of the United States.

23 **ARTICLE 30. RACE-CONSCIOUS DBE CONTRACT PROVISIONS FOR DOT-ASSISTED**
24 **CONSULTANT CONTRACTS**

25 A. AUTHORITY or CONSULTANT shall not discriminate on the basis of race, color, national
26 origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable

1 requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure
2 by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may
3 result in the termination of this Agreement or such other remedy as the AUTHORITY deems appropriate,
4 which may include, but is not limited to:

- 5 (1) Withholding monthly progress payments;
- 6 (2) Assessing sanctions;
- 7 (3) Liquidated damages; and/or
- 8 (4) Disqualifying the CONSULTANT from future proposing as non-responsible.

9 CONSULTANT agrees to include these requirements in all subcontracts at any tier.

10 B. In conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business
11 Enterprises in Department of Transportation Financial Assistance Programs," AUTHORITY has
12 established a ten (10%) percent Disadvantaged Business Enterprise (DBE) participation goal for the
13 services required in this Agreement.

14 C. At the time of contract execution, the CONSULTANT committed to utilize one or more
15 Disadvantaged Business Enterprise (DBE) Firms in the performance of this DOT-assisted contract.
16 CONSULTANT agrees to enter into agreements with the DBE subconsultants listed on Attachment
17 "Consultant Contract DBE Commitment Caltrans Exhibit 10-O2" and ensure they perform work and/or
18 supply materials in accordance with original commitments. No changes to CONSULTANT's DBE
19 commitment shall be made until proper review and approval by AUTHORITY is rendered in writing.

20 D. CONSULTANT must take appropriate actions to ensure that it will satisfy good faith efforts
21 to attain the DBE goal and/or the DBE commitment made at award (whichever is higher), when change
22 orders or other modifications alter the dollar amount of the Agreement or the distribution of work.
23 CONSULTANT must apply and report its DBE goal commitment against the total current Agreement
24 value, including any change orders and/or amendments.

25 /

26 /

1 E. If there is a DBE goal and/or DBE commitment on the Agreement, CONSULTANT must
2 complete and submit within the specified timelines, DBE documentation electronically through the
3 AUTHORITY's electronic reporting system.

4 F. CONSULTANT shall comply with all the requirements set forth in Attachment A titled,
5 "DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S.
6 DOT-ASSISTED CONTRACTS", which is attached to and, by this reference, incorporated in and made
7 a part of this Agreement.

8 **ARTICLE 31. PRIVACY ACT**

9 A. CONSULTANT shall comply with, and assures the compliance of its employees with,
10 the information restrictions and other applicable requirements of the Privacy Act of 1974,
11 5 U.S.C. §552a. Among other things, CONSULTANT agrees to obtain the express consent of the
12 Federal Government before the CONSULTANT or its employees operate a system of records on
13 behalf of the Federal Government. CONSULTANT understands that the requirements of the Privacy
14 Act, including the civil and criminal penalties for violation of that Act, apply to those individuals
15 involved, and that failure to comply with the terms of the Privacy Act may result in termination of the
16 underlying Agreement.

17 B. CONSULTANT agrees to include this requirement in all its subcontracts at any tier.

18 **ARTICLE 32. CONFLICT OF INTEREST**

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

ARTICLE 33. CODE OF CONDUCT

A. 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.

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

ARTICLE 34. PROHIBITION ON PROVIDING ADVOCACY SERVICES

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

ARTICLE 35. INCORPORATION OF FEDERAL TERMS

All contractual provisions required by United States Department of Transportation (USDOT), including the Federal Highway Administration (FHWA), whether or not expressly set forth in this document, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all federally mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any requests, which would cause AUTHORITY to be in violation of the USDOT or FHWA terms and conditions.

ARTICLE 36. FEDERAL CHANGES

CONSULTANT shall at all times comply with all applicable USDOT regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between the AUTHORITY and USDOT, as they may be amended or promulgated from time to time during this Agreement. CONSULTANT's failure to comply shall constitute a material breach of Agreement.

ARTICLE 37. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

A. AUTHORITY and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying

1 Agreement, absent the express written consent by the Federal Government, the Federal Government is
2 not a party to this Agreement and shall not be subject to any obligations or liabilities to the AUTHORITY,
3 CONSULTANT, or any other party (whether or not a party to this Agreement) pertaining to any matter
4 resulting from the underlying Agreement.

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

6 **ARTICLE 38. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND**
7 **RELATED ACTS**

8 A. CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies
9 Act of 1986, as amended, 31 U.S.C. §§3801 et seq., and USDOT regulations, "Program Fraud Civil
10 Remedies," CFR, Title 49, Part 31, apply to its actions pertaining to this project. Accordingly, by signing
11 this Agreement, CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has
12 made, it makes, it may make, or may cause to be made, pertaining to the underlying Agreement or the
13 FTA assisted project for which this Agreement's work is being performed. CONSULTANT also
14 acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement,
15 submission, or certification, the Federal Government reserves the right to impose penalties set forth in
16 the Program Fraud Civil Remedies Act of 1986 against the CONSULTANT to the extent the Federal
17 Government deems appropriate.

18 B. CONSULTANT also acknowledges that if it makes, or causes to be made, a false,
19 fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an
20 agreement connected with a project that is financed in whole or part with Federal assistance awarded by
21 FTA, under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the
22 penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. against the CONSULTANT, to the extent
23 the Federal Government deems appropriate.

24 C. CONSULTANT agrees to include this requirement in all of its subcontracts.

25 /

26 /

1 **ARTICLE 39. RECYCLED PRODUCTS**

2 A. CONSULTANT shall comply with all the requirements of Section 6002 of the Resource
3 Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the
4 regulatory provisions of CFR, Title 40, Part 247, and Executive Order 12873, as they apply to the
5 procurement of the items designated in subpart B of CFR, Title 40, Part 247.

6 B. CONSULTANT agrees to include this requirement in all of its subcontracts.

7 **ARTICLE 40. ENERGY CONSERVATION REQUIREMENTS**

8 If the maximum cumulative payment obligation of this Agreement exceeds \$150,000,
9 CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency, which
10 are contained in the state energy conservation plan issued in compliance with the Energy Policy
11 Conservation Act.

12 **ARTICLE 41. CLEAN AIR**

13 A. CONSULTANT shall comply with all applicable standards, orders or regulations issued
14 pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONSULTANT shall report each
15 violation to AUTHORITY, who will in turn, report each violation as required to assure notification to
16 USDOT and the appropriate Environmental Protection Agency (EPA) Regional Office.

17 B. CONSULTANT agrees to include this requirement in each subcontract exceeding
18 \$150,000.

19 **ARTICLE 42. CLEAN WATER REQUIREMENTS**

20 A. If the maximum cumulative payment obligation of this Agreement exceeds \$150,000,
21 CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the
22 Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq. CONSULTANT shall
23 report any violations of use of prohibited facilities to the USDOT and US EPA.

24 B. CONSULTANT agrees to include this requirement in each subcontract exceeding
25 \$150,000.

26 /

1 **ARTICLE 43. CONTINGENT FEE**

2 CONSULTANT warrants, by execution of this Agreement that no person or selling agency has
3 been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding,
4 for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona
5 fide established commercial or selling agencies maintained by CONSULTANT for the purpose of
6 securing business. For breach or violation of this warranty, AUTHORITY has the right to annul this
7 Agreement without liability; pay only for the value of the work actually performed, or in its discretion to
8 deduct from the contract price or consideration, or otherwise recover the full amount of such
9 commission, percentage, brokerage, or contingent fee.

10 **ARTICLE 44. DEBARMENT AND SUSPENSION CERTIFICATION**

11 A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of
12 perjury under the laws of the State of California, that CONSULTANT or any person associated therewith
13 in the capacity of owner, partner, director, officer or manager:

- 14 1. Is not currently under suspension, debarment, voluntary exclusion, or
15 determination of ineligibility by any federal agency;
- 16 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible
17 by any federal agency within the past three (3) years;
- 18 3. Does not have a proposed debarment pending; and
- 19 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a
20 court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3)
21 years.

22 B. Any exceptions to this certification must be disclosed in writing to the AUTHORITY.
23 Exceptions will not necessarily result in denial of recommendation for award, but will be considered in
24 determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating
25 agency, and the dates of agency action.

26 /

1 C. Exceptions to the Federal Government Excluded Parties List System maintained by the
2 General Services Administration are to be determined by the Federal Highway Administration.

3 **ARTICLE 45. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL**
4 **FUNDS FOR LOBBYING**

5 A. CONSULTANT certifies to the best of his or her knowledge and belief that:

6 1. No state, federal or local agency appropriated funds have been paid, or will be
7 paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer
8 or employee of any local, State or Federal agency; a Member of the State Legislature or United States
9 Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the
10 Legislature or Congress, in connection with the awarding or making of this Agreement, or with the
11 extension, continuation, renewal, amendment, or modification of this Agreement.

12 2. If any funds other than Federal appropriated funds have been paid, or will be paid
13 to any person for influencing or attempting to influence an officer or employee of any agency, a Member
14 of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection
15 with this Agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to
16 Report Lobbying", in accordance with its instructions.

17 B. This certification is a material representation of fact upon which reliance was placed when
18 this transaction was made or entered into. Submission of this certification is a prerequisite for making or
19 entering into this transaction imposed by U.S. Code Title 31 Section 1352. Any person who fails to file
20 the required certification shall be subject to a civil penalty of not less than ten thousand (\$10,000) dollars
21 and not more than one hundred thousand (\$100,000) dollars for each such failure.

22 C. CONSULTANT also agrees by signing this document that he or she shall require that the
23 language of this certification be included in all lower-tier subcontracts, which exceed one hundred
24 thousand (\$100,000) dollars, and that all such sub recipients shall certify and disclose accordingly.

25 /

26 /

1 **ARTICLE 46. FUNDING REQUIREMENTS**

2 A. It is mutually understood between the parties that this Agreement may have been written
3 before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties,
4 in order to avoid program and fiscal delays that would occur if the Agreement were executed after that
5 determination was made.

6 B. This Agreement is valid and enforceable only if sufficient funds are made available to
7 AUTHORITY for the purpose of this Agreement. In addition, this Agreement is subject to any additional
8 restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or
9 AUTHORITY governing board that may affect the provisions, terms, or funding of this Agreement in any
10 manner.

11 C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be
12 amended to reflect any reduction in funds.

13 D. AUTHORITY has the option to terminate the Agreement pursuant to Article 14
14 Termination, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

15 **ARTICLE 47. EQUIPMENT PURCHASE**

16 A. Prior authorization, in writing, by AUTHORITY's Project Manager shall be required
17 before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five
18 thousand (\$5,000.00) Dollars for supplies, equipment or CONSULTANT services. CONSULTANT
19 shall provide an evaluation of the necessity or desirability of incurring such costs.

20 B. For purchase of any item, service or consulting work not covered in CONSULTANT's
21 Cost Proposal and exceeding five thousand (\$5,000.00) Dollars prior authorization by AUTHORITY's
22 Project Manager; three (3) competitive quotations must be submitted with the request, or the absence
23 of bidding must be adequately justified.

24 C. Any equipment purchased as a result of this Agreement is subject to the following:

25 1. "CONSULTANT shall maintain an inventory of all nonexpendable property.
26 Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost

1 of \$5,000.00 or more. If the purchased equipment needs replacement and is sold or traded in,
2 AUTHORITY shall receive a proper refund or credit at the conclusion of this Agreement, or if the
3 Agreement is terminated, CONSULTANT may either keep the equipment and credit AUTHORITY in
4 an amount equal to the its fair market value, or sell such equipment at the best price obtainable at a
5 public or private sale, in accordance with established AUTHORITY procedures; and credit
6 AUTHORITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment,
7 fair market value shall be determined at CONSULTANT's expense, on the basis of a competent
8 independent appraisal of such equipment. Appraisals shall be obtained from an appraiser agreeable
9 to both AUTHORITY and CONSULTANT. If it is determined to sell the equipment, the terms and
10 conditions of such sale must be approved in advance by AUTHORITY.

11 2. Regulation CFR, Title 2, Part 200 requires a credit to Federal funds when
12 participating equipment with a fair market value greater than five thousand (\$5,000.00) Dollars is
13 credited to the project.

14 **ARTICLE 48. HEALTH AND SAFETY REQUIREMENTS**

15 A. CONSULTANT shall comply with all the requirements set forth in Exhibit G, Modified
16 Level 1 and 3 Safety Specifications. As used therein, "Contractor" shall mean "Consultant" and
17 Subcontractor" shall mean "Sub-consultant."

18 B. CONSULTANT agrees to include this requirement in all of its subcontracts.

19 **ARTICLE 49. CONFIDENTIALITY OF DATA**

20 A. All financial, statistical, personal, technical, or other data and information relative to the
21 AUTHORITY's operations, which are designated confidential by the AUTHORITY and made available to
22 the CONSULTANT in order to carry out this Agreement, shall be protected by the CONSULTANT from
23 unauthorized use and disclosure.

24 B. Permission to disclose information on one occasion, or public meeting held by the
25 AUTHORITY relating to the Agreement, shall not authorize the CONSULTANT to further disclose such
26 information or disseminate the same on any other occasion.

1 C. CONSULTANT shall not comment publicly to the press or any other media regarding the
2 Agreement or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff,
3 CONSULTANT's own personnel involved in the performance of this Agreement, at public hearings, or in
4 response to questions from a Legislative committee.

5 D. CONSULTANT shall not issue any news release or public relations item of any nature,
6 whatsoever, regarding work performed or to be performed under this Agreement without prior review of
7 the contents thereof by the AUTHORITY, and receipt of the AUTHORITY's written permission.

8 **ARTICLE 50. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

9 CONSULTANT warrants that this Agreement was not obtained or secured through rebates,
10 kickbacks or other unlawful consideration, either promised or paid to any AUTHORITY employee. For
11 breach or violation of this warranty, AUTHORITY shall have the right in its discretion, to terminate the
12 Agreement without liability, to pay only for the value of the work actually performed, or to deduct from the
13 Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful
14 consideration.

15 **ARTICLE 51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

16 In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under
17 penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court
18 has been issued against CONSULTANT within the immediately preceding two-year period because of
19 CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply
20 with an order of the National Labor Relations Board.

21 **ARTICLE 52. EVALUATION OF CONSULTANT**

22 CONSULTANT's performance will be evaluated by AUTHORITY. A copy of the evaluation will be
23 sent to CONSULTANT for comments. The evaluation together with any comments shall be retained as
24 part of the Agreement record.

25 /

26 /

1 **ARTICLE 53. PROHIBITION**

2 To prevent potential conflicts of interest the prime consultant and all subconsultants, (at any tier)
3 awarded this contract for design consultant services to develop the PS&E for the State Route 57
4 Northbound Improvement Project between Orangewood Avenue and Katella Avenue, will be ineligible to
5 participate, in any tier in any of the separate procurements for the construction management services and
6 construction services required to deliver the State Route 57 Northbound Improvement Project between
7 Orangewood Avenue and Katella Avenue.

8 **ARTICLE 54. FORCE MAJEURE**

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

16 /
17 /
18 /
19 /
20 /
21 /
22 /
23 /
24 /
25 /
26 /

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S. DOT-ASSISTED CONTRACTS

I. DBE Participation

It is the CONSULTANT'S responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and AUTHORITY'S DBE program developed pursuant to these regulations.

If there is a DBE goal and/or DBE commitment within the Agreement, CONSULTANT must complete and submit, within the specified timelines, the DBE documentation in Section IV. of this Attachment, through the AUTHORITY'S electronic reporting system. CONSULTANT'S submitted "DBE Participation Commitment Form," executed subcontracts and/or purchase orders, as well as on-going DBE documentation will be utilized to monitor CONSULTANT'S DBE commitment. Unless otherwise directed and/or approved by AUTHORITY prior, CONSULTANT must not effectuate any changes to its DBE participation commitment.

CONSULTANT must complete and submit all required DBE documentation to effectively capture DBE utilization on AUTHORITY'S U.S. DOT-assisted contracts whether achieved race neutrally or race consciously. No changes to CONSULTANT'S DBE commitment shall be made until proper review and approval by AUTHORITY is rendered in writing.

To ensure full compliance with the requirements of 49 CFR, Part 26 and AUTHORITY'S DBE Program, CONSULTANT must:

- A. Take appropriate actions to ensure that it will satisfy good faith efforts to meet the DBE agreement goal and continue to meet the DBE commitment made at award, when change orders or other modifications alter the dollar amount of the Agreement or the distribution of work. CONSULTANT must apply and report its DBE goal commitment against the total Agreement value, including any change orders and/or amendments.

II. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation ("U.S. DOT"), AUTHORITY has adopted a Disadvantaged Business Enterprise ("DBE") Policy and Program in conformance with Title 49 CFR, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

The project is subject to these stipulated regulations and AUTHORITY'S DBE Program. To ensure that AUTHORITY achieves its overall DBE Program goals and objectives, AUTHORITY encourages the participation of DBEs as defined in 49 CFR, Part 26, in the performance of

agreements financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of AUTHORITY to:

Fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in AUTHORITY's U.S. DOT-assisted contracts and subcontracts. AUTHORITY is firmly committed to the DBE Program objectives, which are designed to:

- A. Ensure non-discrimination in the award and administration of AUTHORITY's U.S. DOT-assisted contracts;
- B. Create a level playing field by which DBE's can fairly compete for AUTHORITY's U.S. DOT-assisted contracts;
- C. Ensure that AUTHORITY's DBE Program and Overall Goals are narrowly tailored in accordance with applicable law;
- D. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBE's in the AUTHORITY's DBE Program;
- E. Help remove barriers which impede the participation of DBE's in AUTHORITY's U.S. DOT-assisted contracts;
- F. Promote the use of DBE's in all types of U.S. DOT-assisted contracts and procurement activities conducted by AUTHORITY;
- G. Provide training and other assistance through our resource partners to address capital, bonding, and insurance needs;
- H. Assist in the development of DBE firms that can compete successfully in the marketplace outside of the DBE Program; and
- I. Establish and provide opportunities for DBEs by providing flexibility in the implementation of AUTHORITY's DBE Program.

CONSULTANT must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subconsultant. Any terms used in this section that are defined in 49 CFR, Part 26, or elsewhere in the Regulations, must have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and AUTHORITY's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations must prevail.

III. AUTHORITY's DBE Policy Implementation Directives

Pursuant to the provisions associated with Title 49 CFR, Part 26, the Disadvantaged Business Enterprise ("DBE") Program exists to ensure participation, equitable competition, and assistance to participants in the U.S. DOT DBE program. Accordingly, based on the AUTHORITY's analysis of its past utilization data, coupled with Overall Goal Methodology findings and examination of similar Agencies' disparity studies, AUTHORITY's DBE Program is implemented utilizing both race-conscious and race-neutral means. When a contract-specific DBE goal is assigned to a project, meeting the contract-specific goal by committing to utilize DBEs, or documenting a bona fide good faith effort to do so, is a condition of award.

A. Definitions

The following definitions apply to the terms used in these provisions:

1. **"Disadvantaged Business Enterprise (DBE)"** means a small business concern:
(a) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
3. **"Socially and Economically Disadvantaged Individuals"** means any individual who is a citizens (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
 - a) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
 - b) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

- i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa";
 - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race";
 - iii. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaskan Natives, or Native Hawaiians";
 - iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong";
 - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;";
 - vi. Women; and
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
 - c) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
4. **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
 5. **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the CONSULTANT.
 6. **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Agreement are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

7. **“Fraud”** includes a firm that does not meet the eligibility criteria of being a certified DBE and attempts to participate in a U.S. DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations, or under circumstances indicating a serious lack of business integrity or honesty. AUTHORITY may take enforcement action under 49 CFR, Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR, Part 31. AUTHORITY may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise, violates applicable Federal statutes.
8. **“Other Socially and Economically Disadvantaged Individuals”** means those individuals who are citizens of the United States (or lawfully admitted permanent residents), and who, on a case-by-case basis, are determined by Small Business Administration or AUTHORITY to meet the social and economic disadvantage criteria described below.

B. “Social Disadvantage”

1. The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
2. The individual must demonstrate that he/she has personally suffered social disadvantage.
3. The individual's social disadvantage must be rooted in treatment which he/she has experienced in American society, not in other countries.
4. The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.
5. The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
6. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

C. "Economic Disadvantage"

1. The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.
2. The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

IV. Submission of DBE Information and Ongoing Reporting Requirements (Post-Award)

If there is a DBE goal and/or DBE commitment on the Agreement, CONSULTANT must complete and submit within the specified timelines, the following DBE documentation, electronically through the AUTHORITY's electronic reporting system:

- A. "Monthly DBE Commitment and Attainment Summary and Subconsultant Prompt Payment Verification Report"

A primary purpose of this report is to ensure CONSULTANT's DBE commitments are attained, properly reported, and credited in accordance with DBE crediting provisions based on the capacity the DBE performs the scope of work/service.

This report further serves to monitor prompt payment to both DBE and non-DBE firms, and collect DBE utilization data as required under 49 CFR, Part 26.

The CONSULTANT is required to complete and submit this report through the AUTHORITY's electronic reporting system by the 10th of each month until completion of the Agreement. CONSULTANT must submit the first report following the first month of Agreement activity. Even if no DBE participation will be reported within a period, CONSULTANT must complete and submit the report.

The Monthly DBE Commitment and Attainment Summary and Subconsultant Prompt Pay Verification Report must include the following information:

- a) Original Agreement Amount
 - b) Running Total of Change Order Amount
 - c) Current Agreement Amount
 - d) Amount Paid to CONSULTANT during Month
 - e) DBE Contract Goal
 - f) Total Dollar Amount of DBE Commitment
 - g) DBE Commitment as Percentage of Current Agreement Amount
 - h) Amount Paid to Subconsultants during Month
1. Listed and Proposed CONSULTANT/Subconsultant Information – For All DBE participation being claimed either race-neutrally or race-consciously, regardless of tier:
- a) DBE Firm Name and DBE Capacity Type
 - b) DBE Firm Contract Value Information:
Original Contract Amount, running total of change order amount, Current Contract Amount, Amount Paid to CONSULTANT or Subconsultant(s) During Month and Amount Paid to CONSULTANT or Subconsultant(s) to date.
2. CONSULTANT Prompt Pay Verification Summary

The Monthly DBE Commitment and Attainment Summary and Subconsultant Prompt Pay Verification Report process requires the CONSULTANT to submit pertinent payment details for any firm (DBE and Non-DBE) that they have reported a payment to within the reporting period. CONSULTANT is advised not to report the participation of DBE(s) toward the CONSULTANT's DBE attainment until the amount being claimed has been paid to the DBE.

Pertinent payment details include:

- a) Invoice Number
- b) Invoice Amount
- c) Payment Amount
- d) Invoice Date
- e) Check Number
- f) Date of Payment
- g) Corresponding Prime Invoice (associated to subconsultants' invoice)
- h) Retention
- i) Disputed or Withheld invoice amounts

Firms will receive a notification from the AUTHORITY's electronic reporting system when a payment is reported to them and they will be required to log-in to the system to verify the payment information provided by CONSULTANT. A reported payment to a lower-tier DBE firm will not be credited until the DBE firm has validated the payment through the AUTHORITY's electronic system. All payments to lower-tier firms must be validated prior to the 10th of each month following the reporting period.

Electronic submission of the Monthly DBE Commitment and Attainment Summary and Subconsultant Prompt Pay Verification Report includes a certification under penalty of perjury of the prompt payment assurance statement of compliance, providing assurance that timely payments have been issued to all subconsultants in accordance with regulatory mandates and as required by 49 CFR Part 26.29.

B. DBE Subcontract Agreements

CONSULTANT must electronically submit to AUTHORITY copies of executed subcontracts and/or purchase orders (PO) for all DBE firms participating on the contract within ten (10) working days of award. CONSULTANT must immediately notify AUTHORITY in writing, of any problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time.

C. Final Report-Utilization of Disadvantaged Business Enterprises (DBE)

Upon completion of the project, CONSULTANT must electronically designate their last Monthly DBE Commitment and Attainment Summary and Subconsultant Prompt Pay Verification Report to facilitate reporting and capturing DBE attainments and prompt payment release of retention to all subconsultants at conclusion of the project. Additionally, the CONSULTANT must submit an Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprise (DBE) and First-Tier Subcontractors (F-PDF). The form must be furnished to AUTHORITY within thirty (30) days from the date of the project. The amount of ten-thousand dollars (\$10,000) will be withheld from payment until a satisfactory form is submitted.

D. Disadvantaged Business Enterprises (DBE) Certification Status Change

If a DBE Subconsultant is decertified during the life of the project, the decertified Subconsultant must notify the CONSULTANT in writing with the date of decertification. If a Subconsultant becomes a certified DBE during the life of the project, the Subconsultant must notify CONSULTANT in writing with the date of certification (Attach DBE certification/decertification letter). CONSULTANT must electronically furnish the written documentation to AUTHORITY within ten (10) days of receipt. Upon completion of the project, Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change must be signed and certified correct by the CONSULTANT indicating the DBEs' existing certification status. If there are no changes, indicate "No Changes." The

signed and certified form must be furnished to AUTHORITY within thirty (30) days from the date of project acceptance.

Failure to submit any of the required submittals above and their support documentation within the specified timeline shall result in a penalty of ten dollars (\$10) per day, per submittal document.

AUTHORITY requires CONSULTANT to maintain records and documents of payments to lower-tiers, including DBEs, for a period of four (4) years from the date of final payment by AUTHORITY, unless otherwise provided by applicable record retention requirements for CONSULTANT'S agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of AUTHORITY. This reporting requirement extends to all lower-tiers, both DBE and non-DBE.

AUTHORITY reserves the right, at its sole discretion, to demonstrate responsiveness to requirements of CFR 49 Part 26.37 by implementing the following method(s):

- a) Posting CONSULTANT payment data to a website, database, or other place accessible to Subconsultants to assist them in determining when they should expect to receive payment.
- b) Requiring CONSULTANT to use an automated reporting system, inclusive of, but not limited to, real time entry of payments made and received by CONSULTANT and their lower-tiers.

V. DBE Eligibility and Commercially Useful Function Standards

A DBE must be certified at the time of bid/proposal submission:

1. A DBE must be a small business firm defined pursuant to 13 CFR Part 121 and be certified through the California Unified Certification Program ("CUCP") at the time of bid submission. A listing of DBEs certified by the CUCP is available at the following source:

The CUCP web site, which can be accessed at:

<https://ucp.dot.ca.gov/licenseForm.htm>

2. A DBE may participate as a prime CONSULTANT, Subconsultant, joint venture partner, vendor of material or supplies, or as a trucking company.
3. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own work forces. The DBE joint venture partner must share in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest.

4. The use of joint-checks for DBE firms must be approved by AUTHORITY prior to execution, and a joint-check agreement must accompany the request to AUTHORITY.
5. A DBE must perform a commercially useful function in accordance with 49 CFR Part 26.55 (i.e. must be responsible for the execution of a distinct element of the work, and must carry out its responsibility by actually performing, managing, and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

VI. DBE Crediting Provisions

- A. When a DBE is proposed to participate in the Agreement, at any tier, only the value of the work proposed to be performed by the DBE with its own work force may be counted towards DBE participation. If CONSULTANT is a DBE joint venture participant, only the DBE proportionate interest in the joint venture must be counted.
 1. If a DBE intends to subcontract part of the work of its subcontract to a lower-tier Subconsultant, the value of the subcontracted work may be counted toward DBE participation only if the Subconsultant is a certified DBE and performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the CONSULTANT'S DBE attainment.
 2. CONSULTANT is to calculate and credit participation by eligible DBE vendors of equipment, materials, and supplies toward DBE attainment as follows:
 - a) Sixty percent (60%) of expenditures for equipment, materials, and supplies required under the Agreement obtained from a regular dealer; or
 - b) One hundred percent (100%) of expenditures for equipment, materials, and supplies required under the Agreement obtained from a DBE manufacturer.
 3. The following types of fees or commissions paid to DBE Subconsultants, Brokers, and Packagers may be credited toward CONSULTANT'S DBE attainment, provided that the fee or commission is reasonable and not excessive, as compared with fees or commissions customarily allowed for similar work including:
 - a) Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Agreement;
 - b) Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves), when the licensed hauler, trucker, or

- delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
- c) Fees and commissions charged for providing any insurance specifically required in the performance of the Agreement.
4. If the CONSULTANT listed a non-certified, 1st tier Subconsultant to perform work on this Agreement, and the non-certified Subconsultant subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subconsultant or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward DBE participation on the Agreement. If a DBE CONSULTANT performs the installation of purchased materials and supplies, they are eligible for full credit of the cost of the materials.
5. CONSULTANT is advised not to report the participation of DBE(s) toward the CONSULTANT'S DBE attainment until the amount being claimed has been paid to the DBE.

VII. DBE Substitution, Termination and On-Going Good Faith Efforts

AUTHORITY requires that CONSULTANT not terminate a DBE without AUTHORITY's prior written consent. This includes, but is not limited to, instances in which CONSULTANT seeks to perform work originally designated for a DBE with its own work force or those of an affiliate, a non-DBE firm, or with another DBE firm.

AUTHORITY will provide such written consent only if it agrees, for reasons stated in the concurrence document, that CONSULTANT has good cause to terminate the DBE firm. For purposes of this section, good cause includes the following circumstances:

- A. The listed DBE subconsultant fails or refuses to execute a written contract;
- B. The listed DBE subconsultant fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE Subconsultant to perform its work on the subcontract results from the bad faith or discriminatory action of CONSULTANT;
- C. The listed DBE subconsultant fails or refuses to meet CONSULTANT'S reasonable, nondiscriminatory bond requirements;
- D. The listed DBE subconsultant becomes bankrupt, insolvent, or exhibits credit unworthiness;
- E. The listed DBE subconsultant is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 108, 215 and 1,200 or applicable state law;

- F. CONSULTANT has determined that the listed DBE subconsultant is not a responsible CONSULTANT;
- G. The listed DBE subconsultant voluntarily withdraws from the project and provides to you written notice of its withdrawal;
- H. The listed DBE is ineligible to receive DBE credit for the type of work required;
- I. A DBE owner dies or becomes disabled with the result that the listed DBE CONSULTANT is unable to complete its work on the contract;
- J. Other documented good cause that you determine compels the termination of the DBE. Provided, that good cause does not exist if CONSULTANT seeks to terminate a DBE it relied upon to obtain the Agreement so that CONSULTANT can self-perform the work for which the DBE CONSULTANT was engaged or so that CONSULTANT can substitute another DBE or non-DBE CONSULTANT after Agreement award.

To submit a request to terminate and/or substitute a DBE subconsultant, CONSULTANT will be required to submit a DBE Commitment Change Request through AUTHORITY's electronic system. The DBE Commitment Change Request includes options to increase, decrease, substitute or terminate a DBE commitment.

If decrease, substitute or terminate is selected, CONSULTANT must give notice in writing to the DBE, with a copy to AUTHORITY, of its intent to decrease, substitute and/or terminate, and the reason for the request. This documentation will be required by the AUTHORITY's electronic system when submitting the DBE Commitment Change Request.

CONSULTANT must give the DBE five (5) days to respond to CONSULTANT'S notice and advise AUTHORITY and CONSULTANT of the reasons, if any, why it objects to the proposed termination of its subcontract or purchase order and why AUTHORITY should not approve CONSULTANT'S action. If required in a particular case as a matter of public necessity (e.g. safety), CONSULTANT may provide a response period shorter than five (5) days.

In the event of an approved DBE substitution, termination, or failure of a DBE to complete its work on the contract for any reason, the DBE must be substituted with another DBE or adequate good faith efforts must be documented by CONSULTANT within five (5) days, to the extent needed to meet the contract-specific DBE goal. Note: The five (5) day period may be extended for an additional five (5) days if necessary, at the request of the CONSULTANT. The substitute DBE must be certified as a DBE at the time of request for substitution.

CONSULTANT shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section and is approved by AUTHORITY. This includes partial terminations.

Should CONSULTANT elect to submit a good faith effort documentation in lieu of proposing additional DBE participation, AUTHORITY will review the documentation and provide a determination through AUTHORITY's electronic system to CONSULTANT stating whether or not good faith efforts have been adequately demonstrated.

The substitute DBE cannot work on the Agreement until its work eligibility has been confirmed and required subcontracts, supplies, trucking commitments, or other services have been approved by AUTHORITY.

VIII. Additional DBE Subconsultants

In the event CONSULTANT identifies additional DBE Subconsultants or suppliers not previously identified by CONSULTANT for DBE participation under the Agreement, CONSULTANT must notify AUTHORITY by submitting a "Request to Add," through the AUTHORITY's electronic system. This will enable AUTHORITY to verify the firm's eligibility, capacity, CUF and ensure there is not a scope conflict with another previously listed firm. Proposed firms will not be applied towards CONSULTANT'S DBE participation until approved by AUTHORITY.

CONSULTANT must also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specific value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation). This supporting documentation will be required by the AUTHORITY'S electronic system when submitting a Request to Add.

IX. DBE "Frauds" and "Fronts"

Only legitimate DBEs are eligible to participate as DBEs in the AUTHORITY'S U.S. DOT-assisted contracts. CONSULTANT is cautioned against knowingly and willfully using "fronts." The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse, or mismanagement of Federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; or to the following: 245 Murray Drive, Building 410, Washington, DC 20223; Telephone: (202) 406-570.

X. Dispute Resolution

All contracts in excess of five-hundred thousand dollars (\$500,000) shall contain provisions or conditions which will allow for dispute resolution remedies in instances where CONSULTANTs violate or breach DBE Program requirements, inclusive but not limited to, prompt payment and provide for such sanctions and penalties as may be appropriate.

CONSULTANT shall incorporate this Section into each subcontract related to work arising under this Agreement and shall not incorporate by reference.

CONSULTANT and subconsultant agree to notify AUTHORITY within five (5) business days of any prompt payment and/or DBE Program disputes which cannot be settled by discussions between the parties involved.

CONSULTANT and subconsultant further agree to proceed through informal meetings, mediation, or any combination thereof as further detailed below. Dispute submittals shall include the method(s) of dispute resolution selected, terms, timeframes, and a detailed summary of assistance being requested (as applicable).

I. INFORMAL MEETINGS:

AUTHORITY is available to assist CONSULTANT with coordination of informal meeting requests to assist in the resolution of disputes between CONSULTANT and subconsultant. AUTHORITY's DBELO or a designated DBE support representative will conduct the informal meetings with parties in dispute. Representatives from CONSULTANT and subconsultant for the purpose of dispute resolution, must include individuals authorized to bind each interested party. All parties must agree to the procedure.

II. Mediation

The parties to a contract may agree to endeavor to settle a dispute through informal mediation under independent third-party organizations. AUTHORITY's DBELO and her designated support staff is considered an independent third party. Submission to informal mediation is voluntary; it is not binding and offers advisory opinions.

Performance During Dispute: Unless otherwise directed by AUTHORITY, CONSULTANT and its sub tiers shall continue performance under the Agreement while matters in dispute are being resolved.

Flow Down Requirements: The dispute resolution provisions flow down to all tiers.

These provisions shall not apply to disputes between CONSULTANT and AUTHORITY. These provisions do not alter in any way or waive compliance with other provisions in the Agreement.

XI. Administrative Remedies and Enforcement

CONSULTANT must fully comply with the DBE contract requirements, including the Authority's DBE Program and Title 49 CFR, Part 26 "Participation of Disadvantaged Businesses in Department of Transportation Financial Assistance Programs," and ensure that all subconsultants, regardless of tier, are also fully compliant. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement, or such other remedy as AUTHORITY deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying CONSULTANT from future bidding/proposing as non-responsible.

In instances of identified non-compliance, a Cure Notice will be issued to CONSULTANT identifying the DBE non-compliance matter(s) and specifying the required course of action for remedy.

CONSULTANT must be given ten (10) working days from the date of the Cure Notice to remedy or to: (1) File a written appeal accompanied with supporting documentation; and/or (2) Request a hearing with AUTHORITY to reconsider AUTHORITY's DBE determination.

Failure to respond within the ten (10) working day period will constitute a waiver of CONSULTANT'S right to appeal. If CONSULTANT files an appeal, AUTHORITY, must issue a written determination and/or set a hearing date within ten (10) working days of receipt of the written appeal, as applicable. A final Determination will be issued within ten (10) working days after the hearing, as applicable.

If after review of CONSULTANT'S appeal, AUTHORITY decides to uphold the decision to impose DBE administrative remedies on CONSULTANT, the written determination must state the specific remedy(ies) to be imposed.

Failure to comply with the Cure Notice and/or to remedy the identified DBE non-compliance matter(s) is a material breach of the Agreement and is subject to administrative remedies including withholding at a minimum of two percent (2%) of the invoice amount due per month for every month that the identified non-compliance matter(s) is not remedied. Upon satisfactory compliance, AUTHORITY will release all withholdings.

In addition to administrative remedies defined in this section, AUTHORITY is not precluded from invoking other contractual and/or legal remedies available under federal, state or local laws.

EXHIBIT C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution 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 California Code of Regulations, Title 2 Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed subconsultants and/or agent/lobbyist? Yes ___ No ___

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- The Prime Contractor Yes ___ No ___
- Subconsultant Yes ___ No ___
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes ___ No ___

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Andrew Do, Chairman

Mark A. Murphy, Vice Chairman

Lisa A. Bartlett, Director

Doug Chaffee, Director

Barbara Delgleize, Director

Brian Goodell, Director

Patrick Harper, Director

Michael Hennessey, Director

Gene Hernandez, Director

Steve Jones, Director

Joseph Muller, Director

Vicente Sarmiento, Director

Tim Shaw, Director

Harry S. Sidhu, Director

Donald P. Wagner, Director

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

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

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

Name

Signature

Title

Date

EXHIBIT E: DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
REQUIREMENTS AND FORMS

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
REQUIREMENTS**

1.0 DBE Goal

To assist proposers in ascertaining DBE availability based on the specific items of work associated with this procurement, the Authority has determined that DBEs are ready, willing and able to compete for subcontracting opportunities on this project. The DBE Goal for this contract is **10%**.

2.0 DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (“U.S. DOT”), the Orange County Transportation Authority (“Authority”) has adopted a Disadvantaged Business Enterprise (“DBE”) Policy and Program, in conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.” The contract is subject to the following stipulated regulations. Pursuant to the intent of these Regulations, it is the policy of the Authority to fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in Authority’s U.S. DOT-assisted contracts and subcontracts. The Authority is firmly committed to its DBE Program objectives, which are designed to:

- 2.1 Ensure non-discrimination in the award and administration of Authority’s U.S. DOT-assisted contracts.
- 2.2 Create a level playing field on which DBEs can compete fairly for the Authority’s U.S. DOT-assisted contracts.
- 2.3 Ensure that the DBE Program and Overall Goal are narrowly tailored in accordance with applicable law.
- 2.4 Ensure that only firms that meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs in the Authority’s DBE program.
- 2.5 Help remove barriers which impede the participation of DBEs in the Authority’s U.S. DOT-assisted contracts.
- 2.6 Promote the use of DBEs in all types of U.S. DOT-assisted agreements and procurement activities conducted by the Authority.
- 2.7 Provide training and other assistance through our resource partners to address capital, bonding and insurance needs.

- 2.8** Assist in the development of DBE firms that can compete successfully in the marketplace outside the DBE Program; and
- 2.9** Establish and provide opportunities for DBEs by providing flexibility in the implementation of the Authority's DBE Program.

Proposers shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations shall prevail.

Race-Neutral/Race-Conscious DBE Program Measures

The Authority will utilize both race-neutral and race-conscious means to meet its overall DBE Program goal.

Race-neutral measures include, but are not limited to, conducting outreach, training, providing other resource assistance and assessing proposal delivery schedules to ensure that DBEs interested in proposing for U.S. DOT-assisted solicitations are provided Additional Authority Race-Neutral measures include ensuring that DBEs and other small business are afforded ample opportunity to participate in the Authority's U.S. DOT-assisted solicitations by unbundling large contracts to make them more accessible to small businesses and requiring or encouraging prime consultants to subcontract portions of work that they might, otherwise, perform with their own work forces. Race-neutral participation also includes any time a DBE obtains a Prime Contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal.

In conjunction with the race-neutral measures listed above, the Authority will implement race-conscious measures through the use of contract goals and good faith efforts. When a contract-specific goal is assigned to a project, proposers must demonstrate responsiveness by committing to meet the DBE goal or documenting a bona fide good faith effort to do so, as a condition of award. Contract-specific goals are specifically targeted at DBEs certified through the California Unified Certification Program ("CUCP").

3.0 Definitions

The following definitions apply to the terms as used in these provisions:

- 3.1 "Disadvantaged Business Enterprise (DBE)"** means a for-profit small business concern: (a) which is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 3.2 "Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
- 3.3 "Socially and Economically Disadvantaged Individuals"** means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
- 3.3.1 Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
- 3.3.2 Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
- 3.3.2.1 "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- 3.3.2.2 "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- 3.3.2.3 "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;

- 3.3.2.4 "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - 3.3.2.5 "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - 3.3.2.6 Women; and
 - 3.3.2.7 Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- 3.3.3 Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
- 3.4 "Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals;" and (b) whose management and daily business operations are controlled by one or more such individuals.
- 3.5 "Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
- 3.6 "Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- 3.7 "Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE, and that attempts to participate in a U.S. DOT-assisted

program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31. The Authority may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise violates applicable Federal statutes.

3.8 ***"Other Socially and Economically Disadvantaged Individuals"*** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.

3.8.1 Social Disadvantage

- 3.8.1.1 The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
- 3.8.1.2 The individual must demonstrate that he/she has personally suffered social disadvantage.
- 3.8.1.3 The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.
- 3.8.1.4 The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.
- 3.8.1.5 The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
- 3.8.1.6 A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

3.8.2 Economic Disadvantage

3.8.2.1 The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.

3.8.2.2 The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

4.0 DBE Proposal Submission Requirements

Proposer must complete and submit the following DBE Exhibit (form) with their proposal:

- DBE Participation Commitment Form
- Letter of Acknowledgement and Commitment (required from each proposed DBE firm listed on the DBE Participation Commitment Form)

Proposer must complete and submit the following DBE Exhibits (forms) to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date:

- DBE Information - Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the DBE Participation Commitment Form)
- Bidders List

Required Forms	Submission
Consultant Proposal DBE Commitment Form (10-O1)	Required at time of proposal
Letter of Acknowledgement and Commitment (required from each proposed DBE firm listed on the DBE Participation Commitment Form (10-O1))	Required at time of proposal
DBE Information – Good Faith Efforts	Required no later than 4:00 p.m. on the 2 nd business day after the proposal due date
Bidders List	Required no later than 4:00 p.m. on the 2 nd business day after the proposal due date

4.1 “Consultant Proposal DBE Commitment Form - Caltrans Form 10-O1” (Exhibit E-1) required at time of Proposal. The Proposer is to provide the following information for each DBE that will participate in the contract:

- 4.1.1 The complete name and address of each DBE who will participate in the contract;
- 4.1.2 Valid DBE Certification ID to confirm eligibility status through the CUCP, in conformance with 49 CFR Part 26;
- 4.1.3 A description of the work that each DBE will perform or provide;
- 4.1.4 The dollar amount of the work to be performed or provided by the DBE;
- 4.1.5 The dollar amount of the work eligible to be credited for each DBE towards the DBE goal (should not include lower-tier participation and should account for the type of work to be performed);
- 4.1.6 The proposer shall also submit, for each DBE to perform under this Agreement, a Letter of Acknowledgement and Commitment (**Exhibit E-2**) signed and dated from each DBE listed, acknowledging that the DBE is participating in the contract for the specified dollar value(s) and scope of work listed on the DBE Participation Commitment Form. The Letter of Acknowledgement and Commitment and the amount(s) and scope

reflected in the quote/proposal, and the amount and scope reflected on the DBE Participation Commitment Form must match identically.

4.2 “DBE Information - Good Faith Efforts” (Exhibit E-3)

To be a responsible and responsive proposer, the proposer must make good faith efforts to meet the goal. The proposer can meet this requirement in two ways. (i) the proposer can meet the goal by documenting commitments for participation by DBE firms sufficient for this purpose; or (ii) the proposer can demonstrate that he/she took all necessary and reasonable steps to achieve the DBE goal or other requirement of this part, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

If the proposer did not meet or obtain enough DBE participation to meet the DBE goal, the proposer must complete and submit the “DBE Information – Good Faith Efforts,” form demonstrating that the proposer made adequate good faith efforts to meet the goal.

If the proposer has met the DBE goal based on the participation of DBEs listed on the proposer’s “DBE Participation Commitment Form,” it is at the proposer’s discretion (i.e. this is not mandatory) to submit “DBE Information – Good Faith Efforts,” form. However, the submission of good faith efforts documentation can protect the proposer’s eligibility for award of the contract if the Authority determines that the proposer failed to meet the goal for various reasons (e.g. a DBE firm was not certified at proposal submission or the proposer made a mathematical error). Submittal of only the “DBE Information – Good Faith Efforts,” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made; therefore, the proposer is encouraged to attach additional information and supporting documents as necessary.

Good Faith Efforts documentation must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.

For further guidance, refer to instructions on Exhibit E-3 “DBE Information – Good Faith Efforts,” form and the United States Department of Transportation’s (“U.S. DOT”) DBE Program, Appendix A of Title 49 CFR Part 26 - “Guidance Concerning Good Faith Efforts,” and the DBE Section of the Authority’s Pre-Proposal Power Point.

4.3 “Bidders List” (Exhibit E-4)

The Authority is required by Regulations to create and maintain a “Bidders List,” of all firms proposing or quoting on the Authority’s U.S. DOT-assisted contracts for use in calculating the Authority’s DBE goal(s). Proposers are required to complete and submit the requested information listed on the “Bidders List” form, for all firms (DBE[s] and non-DBE[s]) who submitted a bid, proposal or quote, including firms who were contracted by the prime proposer.

The “Bidders List” must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. _____ 12. Preparer's Signature 13. Date _____ 14. Preparer's Name 15. Phone _____ 16. Preparer's Title		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____			

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENTCONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. **Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

17. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
18. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
19. **Proposed Contract Execution Date** - Enter the proposed contract execution date.
20. **Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
21. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
22. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
23. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
24. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
25. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

DBE LETTER OF ACKNOWLEDGMENT AND COMMITMENT

1. RFP NO.: _____

2. Project Name/Description: _____

3. Offeror: _____

4. DBE Commitment Information

(A) Description of work to be performed by DBE firm (include bid item number on the DBE Participation Commitment Form as applicable):

(B) Percentage of work to be performed _____ (For Architectural & Engineering Services Proposals)

OR

Dollar value of work to be performed \$ _____ (For Professional Services Proposals)

5. DBE ACKNOWLEDGMENT*

I acknowledge that my firm has been listed by the Offeror named above, and is committed, to perform the scope and portion of work (A and B) stated above.

DBE Firm's Name: _____

Name: _____

Signature: _____

Title: _____

Telephone: _____

*If the offeror does not receive award of the prime contract, any and all representations in this letter of Acknowledgment and Commitment shall be null and void.

This form may be used to fulfill the DBE Participation Commitment Letter requirement as stated in the RFP instructing that the "the offeror is required to submit with the proposal a DBE Letter of Acknowledgement and Commitment signed and dated from each DBE acknowledging that the DBE is participating in the contract for the specified value and scope of work.

INSTRUCTIONS - DBE LETTER OF ACKNOWLEDGEMENT AND COMMITMENT

Offeror is required to ensure all information is complete and accurate:

1. **RFP No.** - Enter the RFP Number.
2. **Project Name/Description** - Enter the name and/or description of the project.
3. **Offeror Name** - Enter the offeror's firm name.
- 4A. **Description of work** - Scope of work to be performed that will be credited towards DBE participation. To include bid item number on the DBE Participation Commitment Form as applicable.
- 4B. **Value** - Enter the percentage or total dollar value of participation for the DBE firm.
5. **DBE Acknowledgement** – DBE to provide firm name, authorized person's name, signature, title and telephone number if they have been notified that they were listed for the scope and value reflected in #4.

NOTE: If the offeror does not receive award of the prime contract, any and all representations in the letter of Acknowledgment and Commitment shall be null and void.



DBE INFORMATION - GOOD FAITH EFFORTS

RFP No: _____ Proposal Due Date _____

The Orange County Transportation Authority (Authority) established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows that a good faith effort was made by _____(Proposer).

Proposer shall submit the following information to document adequate good faith efforts to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. Proposer should submit the following information even if the "DBE Participation Commitment Form" indicates that the proposer has met the DBE goal. This will protect the proposer's eligibility for award of the contract if Authority determines that the proposer failed to meet the goal for various reasons, e.g., a DBE firm was not certified at proposal submission, or the proposer made a mathematical error.

Submittal of only the form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following good faith efforts items (A through H) shall be minimally performed prior to proposal submission. Proposer to complete the following items in sufficient detail to effectively demonstrate that good faith efforts were undertaken to meet the established DBE goal:

- A. Items of Work the Proposer Made Available to DBE Firms; a description of work items and approximate dollar amounts made available to DBE firms by the proposer, value of work items as a percentage of total contract work, breakdown of larger scopes of contract work (including those items normally performed by the proposer with its own forces) into economically feasible units to facilitate DBE participation sufficient to meet the DBE contract goal. It is the proposer's responsibility to demonstrate that sufficient work was made available to facilitate DBE participation as follows (Provide documents that sufficiently evidence the efforts detailed below):

Description of Work Item	Proposer Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount (\$)	Percentage of Contract

- B. Solicitation Effort Documentation; the names and dates of written notices sent to certified DBEs soliciting proposals for this project and the dates and methods used to following up initial solicitations to determine with certainty whether the DBEs were interested (attach all copies of solicitation, telephone records, fax confirmations, email communications, etc.), amount of DBEs to repond, documentation to demonstrate the DBE firms were provided information about the contract (location of project, contract number, proposal due date, items of work made available and contact information) in the Request for Proposal from the proposer, the proposer solicited through all reasonable means (e.g. attendance at pre-proposal meetings, advertising and written notices) the interest of all certified DBEs who have the capability to perform the work of the contract, proposer to provide proof of aforementioned items, and DBEs in the market area for the work identified in 'Item A' as follows:

DBE Firm	Contact Name/Title	Method of Solicitation	Date of Initial Solicitation	Date of Follow-Up Solicitation	Response/ Interested in Proposing

(Note: Solicitations should occur at a minimum no later than 14 calendar days prior to the Authority's proposal due date and follow up to the solicitation should allow DBE firms reasonable time to respond). DBE firms solicited must be advised if the original proposal date has been extended.

- C. Rejected DBE Proposal Documentation; the names, addresses, phone numbers, and amount of rejected DBE firms, the reasons for the proposer's rejection of the DBE firms, the firms selected and accepted for that work (attach all copies of quotes from the firms involved inclusive of a detailed cost breakdown if opted to self-perform work) and the price (rates) difference for each DBE if the selected firms is not a DBE, include an explanation of quote(s) rejected.
- D. Publication Efforts Made to Advertise the Projects to Solicit DBE Participation; names and dates of each publication in which a request for DBE participation for this project was placed by the proposer (attach copies of advertisements or proof of publications). Publications should be placed at a minimum 14 calendar days before the Authority's proposal due date. If RFP due date is extended, proposer is to re-advertise new proposal due date.

Publications	Type of Publication (Trade/General/Minority/Focus)	Dates of Advertisement	Duration of Advertisement	Readvertisement (Proposal-Due Date Extension)

- E. Agencies, Organizations, or Groups Contacted to Provide Assistance in Contracting, Recruiting, and Using DBEs; the names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (Attach copies of requests to agencies, responses received and efforts made by the proposer in response).

- F. Efforts to Provide Information About the Plans, Specifications, and Contract Requirements; efforts made to assist interested DBEs in obtaining necessary materials, or related assistance or services, proposer to provide evidence of effort.

- G. Assistance with Lines of Credit, Insurance, and/or other Services; efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs, proposer to provide a list of any assistance provided to DBEs:

- H. Additional Data to Support a Demonstration of Good Faith Efforts; in determining whether a proposer made adequate good faith efforts, the Authority will take into account the performance of other proposers in meeting the DBE contract goal. Attach any additional information to support demonstration of good faith in this section:

NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS.



Bidders List

The Department of Transportation requires the Authority to create and maintain a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The proposer is to complete all requested information for every firm who submitted a bid, proposal or quote, including the primary proposer, and submit this information to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. The Authority will utilize this information to assist in the Authority's DBE goal-setting process.

Prime Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Prime Proposer:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.

Subconsultant Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.

**RFP 1-3298
EXHIBIT E-4**

Subconsultant Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.
Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.

NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS TO THE BIDDERS LIST REQUIREMENTS.

EXHIBIT F: RESTRICTIONS ON LOBBYING

CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

A. DEFINITIONS

1. Authority, as used in this clause, means the Orange County Transportation Authority, acting on behalf of the Orange County Transit District.
2. Covered Federal action, as used in this clause, means any of the following Federal actions:
 - a. The awarding of any Federal contract.
 - b. The making of any Federal grant.
 - c. The making of any Federal loan.
 - d. The entering into of any cooperative agreement.
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 450b of the Indian self-determination and Education Assistance Act (25 U.S.C. 450) and include Alaskan Natives.
4. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
5. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
6. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
 - a. An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.

- b. A member of the uniformed services, as defined in the subsection 101(3), Title 37, United States Code.
 - c. A special Government employee, as defined in Section 202, Title 18, United States Code.
 - d. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix section 3.
- 7. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 - 8. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
 - 9. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
 - 10. Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 - 11. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
 - 12. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

B. PROHIBITIONS

1. Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or, the modification of any Federal contract, grant, loan, or cooperative agreement.
2. The Act also requires consultant to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.
3. The prohibitions of the Act do not apply under the following conditions:
 - a. Agency and legislative liaison by own employees.
 - (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (2) For purposes of paragraph C.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 - (3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:

Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.

Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.

- (4) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

- (5) Only those services expressly authorized by paragraph C.3.a.(1) of this clause are permitted under this clause.

b. Professional and technical services

- (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of:

A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.

Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include contractors and trade associations.

- (2) For purposes of paragraph C.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For

example, drafting of a legal document accompanying a bid or proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

- (3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (4) Only those services expressly authorized by paragraph C.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

- (1) The consultant who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.

- (2) The consultant shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

- (3) The consultant shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime consultant. The prime consultant shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding consultant.

d. Agreement

The consultant agrees not to make any payment prohibited by this clause.

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Consultants may rely without liability on the representation made by their subcontractors in the certification and disclosure forms.

f. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of bidder/offeror) of _____ that:
(Firm name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. If bidder/offeror does not have any reportable activities to disclose, they shall check the box entitled "No Reportable Activities" on the attached Standard Form-LLL "Disclosure of Lobbying Activities" and complete Section 16 of the form. The certifying official shall sign and date the form, print his/her name, title and telephone number.
4. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The bidder/offeror, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidder/offeror understands and agrees that the provisions of 31 U.S.C. 3801, et seq. apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20__

By _____
(Signature of authorized official)

(Title of authorized official)

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

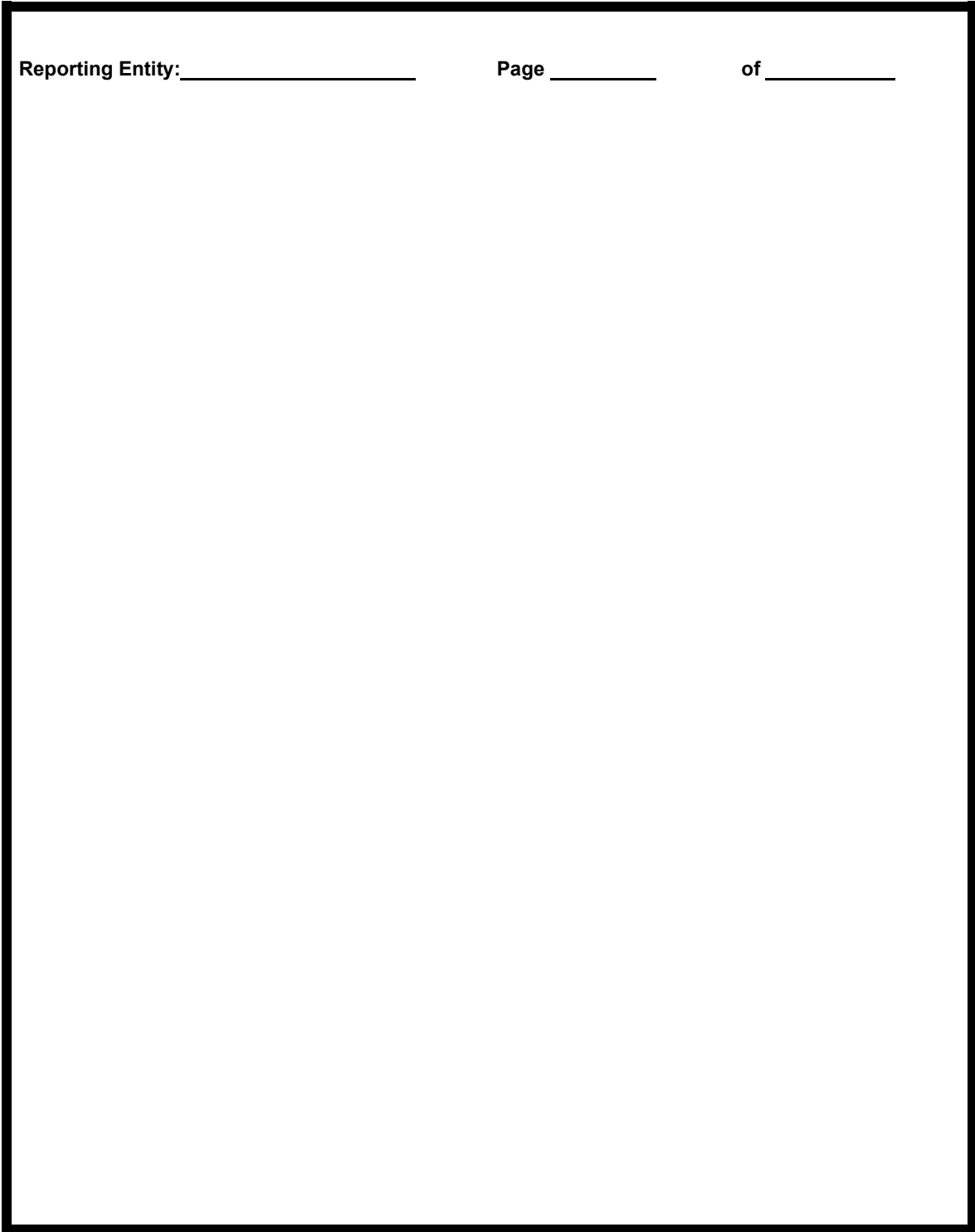
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a.). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.

Approved by
OMB
003480045

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____



Authorized for Local Reproduction

EXHIBIT G: SAFETY SPECIFICATIONS

MODIFIED LEVEL 1 AND 3 HEALTH, SAFETY AND ENVIRONMENTAL (HSE) SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

G. INJURY AND ILLNESS PREVENTION PLAN

1. Injury Illness Prevention Program

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

2. Substance Abuse Prevention Program

Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

3. Heat Illness Prevention Program

Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

4. Hazard Communication Program

Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

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

5. Storm Water Pollution Prevention Plan

The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the scope. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements.

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.
4. Incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work.
5. Investigations or site visit by a regulatory agency (i.e., Cal-OSHA, DTSC, EPA, SCAQMD, OC Health Care Agency, etc.)

B. Notification shall be made to Authority Project Manager. An immediate verbal notice shall be communicated to the Authority's Project Manager followed by a written

incident investigation report submitted to Authority's Project Manager within 24 hours of the incident.

- C. A final comprehensive written incident investigative report shall be submitted as soon as possible (i.e., 48 hours expectation) and within seven (7) calendar days at the latest. The report shall include the following information. The Current Status of anyone injured, investigation photos of the incident area, photos of the existing conditions and area around the injury/incident scene, 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 Management's evaluation of effectiveness, a copy of the task planning documentation, copy of training records (employee, equipment operator, etc.) a copy of the Physician's first report of injury, a copy of Cal/OSHA 300 log of work related injuries and illnesses, a copy of the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident investigation and incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident or as determined by the Authority Project Manager. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager and the HSEC Department Manager. The serious incident presentation shall include, but not be limited to; action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using the root cause analysis flow chart method, tap-root method, or the fishbone method), evaluation of applicable policies/procedures effectiveness, task communication effectiveness, key management and supervisor oversight, a written detailed recovery plan that identifies corrective actions to prevent a similar incident, and proposed actions to enhance safety culture awareness.
- E. Non-Disclosure Requirement, Contractor is strictly prohibited from giving any information to the news media. In such event, spokespersons for the Authority will manage all media inquiries. Contractor shall provide any information requested from Governmental Entities related to construction accidents. Such information shall also be provided to Authority immediately, as soon as possible.
1. Serious Injury : includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 2. Serious Incident : includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents

involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.

3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 PERSONAL PROTECTIVE EQUIPMENT

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

2.1 ORIENTATION

- A. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, 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 or 3 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.
- B. A Job Hazard Analysis (JHA) shall be prepared for the activities performed.
- C. Copies of orientation documents and JHA shall be provided to the Authority Project Manager within 72 hours upon request.

PART III – SPECIFIC REQUIREMENTS – FIELD SURVEY AND GEOTECHNICAL EXPLORATION

Level 3 Safety Specifications for Field Tasks including Geotechnical Subsurface Activities

3.0 A PROJECT TASK SPECIFIC WORK PLAN AND JOB HAZARD ANALYSIS

- A. The Contractor shall develop a site project appropriate task plan that shall include as necessary for this scope: Permits, Evacuation, Emergency Plan, Roles and

Responsibilities, Scope and Task Activity Details, Safe Work Methods, Hazard Identification & Exposure Control, First Aid and Injury Management, Emergency Procedures, Public Protection, Training and Orientation Requirements. A copy of the task plan and JHA shall be provided to the Authority Project Manager within 72 hours upon request.

3.1 DESIGNATED SAFETY REPRESENTATIVE

QUALIFICATIONS – The Contractor shall submit a resume of the designated on-site HSE Representative and a copy of their Professional Certification, upon request, within 72 hours.

A certification from the Board of Certified Safety Professionals (BCSP)

- Certified Safety Professional (CSP), Or;
- Associate Safety Professional (ASP), or
- Construction Health and Safety Technician (CHST), or,

Certification from the American Board of Industrial Hygiene (ABIH)

- Certified Industrial Hygienist (CIH)

Experience:

The Contractor's on-site HSE Representative(s) shall have a minimum of seven (7) years of heavy construction or scope agreement experience in administering HSE programs on field project sites, the last two years of which have been administering HSE compliance in a similar type of scope (Construction, Industrial, etc.) for which Contractor is contracting with the Authority. The designated HSE Representative shall have full stop work authority.

The Authority reserves the right to allow for an exception to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.

The designated HSE Representative shall review Contract Safety Requirements, Contractor's HSE submittals compliant with CCR Title 8 and 22 Standards, IIPP, Substance Abuse Prevention Program, Hazard Communication, Heat Illness Program, Incident Report Forms, Field Activity JHA's, SWPPP BMP's, HAZWOPER Certificates, Hazardous Waste Manifests, Waste Hauling Company and Disposal Facilities compliance requirements.

All hazardous waste activity and generated substances and manifests shall be coordinated with the Authority Health Safety Environmental Compliance Department's (HSEC) Environmental Specialist.

Geotechnical field subsurface exploration activity shall require employees to possess a current training certificate in accordance with CCR Title 8, Section §5192. Hazardous Waste Operations and Emergency Response.

Class 3 ANSI reflective safety vests shall be required for field traffic survey and geotechnical exploration scope tasks.

3.2 SITE HSE ORIENTATION

- A. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, 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 3 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, HAZWOPER, security requirements, and similar project safety requirements.
- B. A Job Hazard Analysis (JHA) shall be prepared for the activities performed.
- C. Copies of orientation documents, JHA's, other HSE documents shall be provided to the Authority Project Manager and the HSEC Manager within 72 hours upon request.

3.3 TRAINING DOCUMENTATION

- A. To ensure that each employee is qualified to perform their assigned work, when applicable to scope work, Contractor shall verify training documentation is in place, prior to and during contract scope, and make available to the Authority, upon request, within 72 hours. Training may be required by the Authority or CCR Title 8 Standards and required for activity on Authority's property and/or Authority projects. Contractor shall provide to Authority, upon request, within 72 hours.

PART IV - REFERENCES

- A. CCR Title 8 and 22 Standards (Cal/OSHA)
- B. CFR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH, and Cal-Trans Standards
- D. Construction Industry Institute (CII)
- E. USACE Construction Quality Management Manual (EM-385-1-1)
- F. California Public Utility Commission (CPUC)
- G. Southern California Air Quality Management District (SCAQMD)
- H. Santa Ana Regional Water Quality Control Board (SARWQCB)

END

**EXHIBIT H: CONSULTANT CERTIFICATION OF CONTRACT COSTS AND
FINANCIAL MANAGEMENT SYSTEM**

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % **OR**

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * _____

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\);](#) and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____.
- Years of consultant’s experience with 48 CFR Part 31 is _____.
- Audit history of the consultant’s current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov’t ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov’t ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: _____ Title**: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email**: _____ Phone Number**: _____

**An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

EXHIBIT I: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

_____ _____ _____

**EXHIBIT J: PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL
DOCUMENTS**

PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL DOCUMENTS

Offeror is required to submit one copy of the completed and signed form as part of its proposal and it should be included only in the original proposal. Offeror shall complete either Option 1 or Option 2 which ever applies.

Option #1: Public Records Act Indemnification Agreement

By signing below, the Proposer agrees as follows regarding its Proposal:

If Authority receives a Public Records Act request (Government Code sections 6250 et seq.) which seeks any portion of Proposer’s proposal that the Proposer has marked as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation (the "PRA Documents"), the Authority will notify the Proposer of the request. The Proposer shall, within three business days of such notification from the Authority, inform the Authority as to whether it desires the PRA Documents to be withheld, and shall thereafter timely provide a legal basis for each such requested withholding. If the Authority determines to withhold the PRA Documents, Proposer shall indemnify and defend Authority from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs.

Proposer shall pay all costs, immediately as they come due, pertaining to any action under the Public Records Act related to any portion of Proposer’s proposal marked or designated as described above, and withheld by Authority. If the Proposer fails to notify the Authority in writing within three business days, or to timely provide a legal basis for the withholding of documents, Proposer agrees that Authority shall release and disclose Proposer records, notwithstanding any marking or designation of the PRA Documents.

In no case shall Authority be liable for any inadvertent disclosure of any Proposer proposal documents, or any disclosure made by Authority upon a good faith belief that disclosure is required by law, or in the event Proposer has failed to notify the Authority in writing of its desire to withhold the PRA Documents within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such PRA Documents, and Proposer waives any claims it may have had related to such disclosure.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____

Option #2: Non-Applicability

This Proposer has not marked any portion of its proposal as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____



COMMITTEE TRANSMITTAL

March 8, 2021

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board *Andrea West*

Subject: Cooperative Agreement with Southern California Regional Rail Authority for the State Route 55 Improvement Project Between Interstate 405 and Interstate 5

Regional Planning and Highways Committee Meeting of March 1, 2021

Present: Directors Bartlett, Chaffee, Delgleize, Harper, Hernandez, Muller, Murphy, and Sarmiento

Absent: None

Committee Vote

Following the roll call vote, this item was declared passed 8-0 by the Members present.

Committee Recommendation

Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-1-3290 between the Orange County Transportation Authority and the Southern California Regional Rail Authority, in the amount of \$542,850, to provide construction support services for the State Route 55 Improvement Project between Interstate 405 and Interstate 5.



March 1, 2021

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Cooperative Agreement with Southern California Regional Rail Authority for the State Route 55 Improvement Project Between Interstate 405 and Interstate 5

Overview

The Orange County Transportation Authority proposes to enter into a cooperative agreement with the Southern California Regional Rail Authority for construction support services for the State Route 55 Improvement Project between Interstate 405 and Interstate 5.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-1-3290 between the Orange County Transportation Authority and the Southern California Regional Rail Authority, in the amount of \$542,850, to provide construction support services for the State Route 55 Improvement Project between Interstate 405 and Interstate 5.

Discussion

The Orange County Transportation Authority (OCTA), in partnership with the California Department of Transportation (Caltrans), is implementing the State Route 55 (SR-55) Improvement Project between Interstate 405 (I-405) and Interstate 5 (I-5) (Project). The Project is part of Project F in the Measure M2 freeway program and is being advanced through the updated Next 10 Delivery Plan approved by the OCTA Board of Directors (Board) in November 2019. The four-mile long Project will add general purpose and high-occupancy vehicle lanes in each direction between I-405 and I-5, and auxiliary lanes between interchanges. The SR-55 also spans over the Los Angeles – San Diego – San Luis Obispo rail corridor at the South Tustin Overhead bridge, just north of Edinger Avenue, in the City of Santa Ana. The lane additions for the Project will require widening of the bridge structure and coordination with the Southern California Regional Rail Authority (SCRRA).

Cooperative Agreement with Southern California Regional Rail Authority for the State Route 55 Improvement Project Between Interstate 405 and Interstate 5 **Page 2**

On January 11, 2021, the Board authorized Cooperative Agreement No. C-0-2726 between OCTA and Caltrans for Caltrans to be the implementing agency for construction of the Project. Under the cooperative agreement, Caltrans and OCTA will also share in the construction management (CM) support services for the Project. Bid documents for the Project will be prepared for the construction contract and are expected to be advertised by late 2021.

As the implementing agency for construction, Caltrans will enter into a construction and maintenance (C&M) agreement with SCRRA to define the specific roles and responsibilities of each agency during and post construction for the South Tustin Overhead bridge widening. SCRRA will provide construction support services, including coordination with the contractor and CM personnel, permit issuance, reviews of work plans and bridge-related submittals, track inspection, safety training for construction workers and CM personnel, safety flagging due to active train operations, and construction oversight. SCRRA's services will be reimbursed by Caltrans as described in the C&M agreement.

SCRRA is a five-county joint powers authority that includes OCTA and is an important partner for the delivery of the Project. SCRRA works with other agencies to implement agency projects that are within or adjacent to the SCRRA owned or maintained right-of-way. Because SCRRA does not receive any funding through its budget process to support these projects, SCRRA must enter into an agreement for funds to cover the expenses of its staff, consultants, and contractors which are required to support the projects. The C&M agreement between SCRRA and Caltrans does not allow for an advancement of funds to SCRRA. As a result, OCTA and SCRRA are proposing to enter into a cooperative agreement to provide for the advancement of funds to SCRRA, and define the specific roles and funding responsibilities of each agency for the Project construction phase. As the primary funding agency for the Project, OCTA will assist SCRRA by providing an advance deposit amount of \$542,850, which was estimated by SCRRA, and will be used by SCRRA for construction support services. SCRRA agrees to return the \$542,850 to OCTA within 60 days of completion of SCRRA's construction support services, and after SCRRA obtains reimbursement from Caltrans through the C&M agreement.

Fiscal Impact

The Project will be included in OCTA's Fiscal Year (FY) 2021-22 Budget and subsequent FY budgets, Capital Programs Division, Account 0017-9084-FF101-NA4, and will be funded with local funds.

Summary

Staff requests the Board of Directors authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-1-3290 with the Southern California Regional Rail Authority, in the amount of \$542,850, to provide construction support services for the State Route 55 Improvement Project between Interstate 405 and Interstate 5.

Attachment

None.

Prepared by:



Ross Lew, P.E.
Program Manager
(714) 560-5775

Approved by:



James G. Beil, P.E.
Executive Director, Capital Programs
(714) 560-5646



Pia Veessen
Director, Contracts Administration and
Materials Management
(714) 560-5619



COMMITTEE TRANSMITTAL

March 8, 2021

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board *Andrea West*

Subject: Environmental Mitigation Program Endowment Fund Investment Report for December 31, 2020

Finance and Administration Committee Meeting of February 24, 2021

Present: Directors Goodell, Harper, Hennessey, Hernandez, Jones, and Muller

Absent: None

Committee Vote

Following the discussion, no action was taken on this receive and file item.

Staff Recommendation

Receive and file as an information item.



February 24, 2021

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Environmental Mitigation Program Endowment Fund Investment Report for December 31, 2020

Overview

The Orange County Transportation Authority has developed a Natural Community Conservation Plan/Habitat Conservation Plan, acquired conservation properties, and funded habitat restoration projects to mitigate the impacts of Measure M2 freeway programs. The California Community Foundation manages the non-wasting endowment required to fund the long-term management of the conservation properties. Each quarter, the California Community Foundation publishes a comprehensive report detailing the composition of the pool and its performance.

Recommendation

Receive and file as an information item.

Background

On September 26, 2016, the Board of Directors approved the selection of the California Community Foundation (CCF) as an endowment fund manager for the Measure M2 Freeway Environmental Mitigation Program. Annually, approximately \$2.9 million will be deposited in the endowment. These annual deposits are expected over a ten to 12 year period, or until the fund totals approximately \$46.2 million. As of December 31, 2020, the Orange County Transportation Authority (OCTA) has made five deposits to the CCF Endowment Pool, each in the amount of \$2,877,000.

Discussion

Per Attachment A, as of December 31, 2020, total pool assets in the CCF Endowment Pool were \$1.26 billion. Total foundation assets were \$2.33 billion. Performance for the CCF Endowment Pool was slightly below the benchmark in the short-term horizon of up to three years and exceeded the benchmark in the long-term five to ten-year horizon. Based on CCF's performance to date, OCTA remains on track to meet the endowment target of \$46.2 million in fiscal year 2028.

Per Attachment B, the balance as of December 31, 2020, was \$17,664,006. The balance is above the fiscal year 2021 target of \$16,002,055 reflecting both the continued economic recovery from the sharp declines earlier in 2020, and the ongoing impact of the coronavirus. Throughout the fourth quarter, markets continued to experience various price swings with United States stocks ending the quarter on a positive note, but with continued high volatility. The CCF's Endowment Pool portfolio is well diversified, with various asset classes that can handle changes in market volatility.

Summary

The Orange County Transportation Authority is submitting a copy of the California Community Foundation Investment Report to the Board of Directors. The report is for the quarter ending December 31, 2020.

Attachments

- A. California Community Foundation Endowment Pool Investments – December 2020
- B. California Community Foundation Fund Statement – 10/1/2020 – 12/31/2020

Prepared by:



Robert Davis
Department Manager,
Treasury and Public Finance
714-560-5675

Approved by:



Andrew Oftelie
Chief Financial Officer
Finance and Administration
714-560-5649

The Endowment Pool returned 3.7% for the month of December 2020, 10 basis points behind its benchmark. For the trailing year, the pool returned 10.4%, 120 basis behind its benchmark.

Total Pool Assets

\$1.26 billion (Endowment Pool), \$2.33 billion (total foundation assets) as of December 31, 2020.

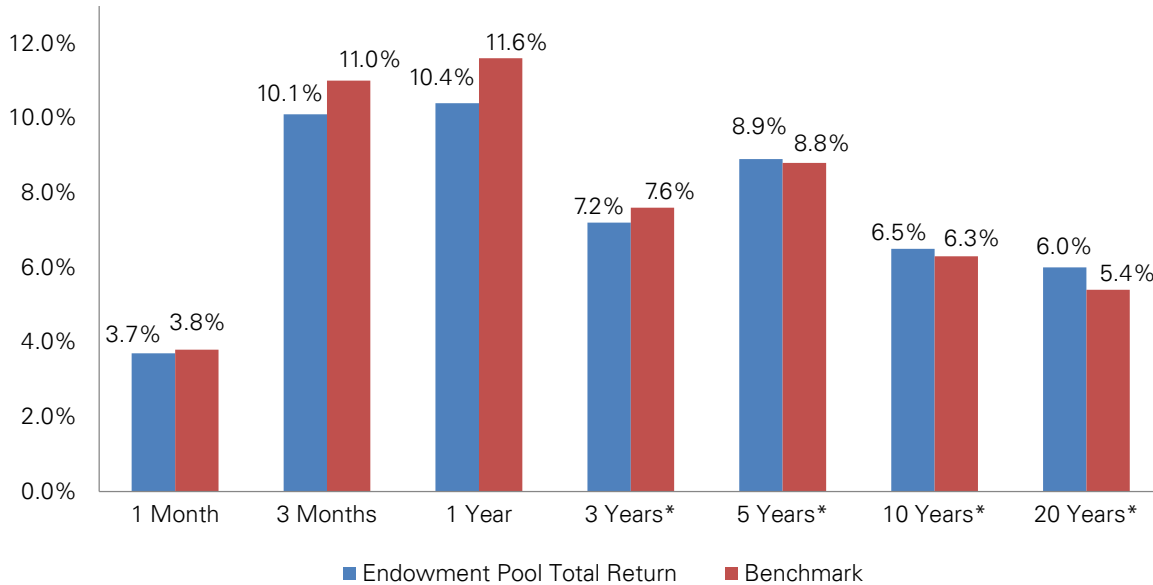
Pool Objective

Preserve the real (i.e., inflation-adjusted) purchasing power of the investment pool net of annual distributions for grants and expenses. An additional objective is to provide a relatively predictable, stable stream of distributions for grants and expenses that keep pace with inflation over time.

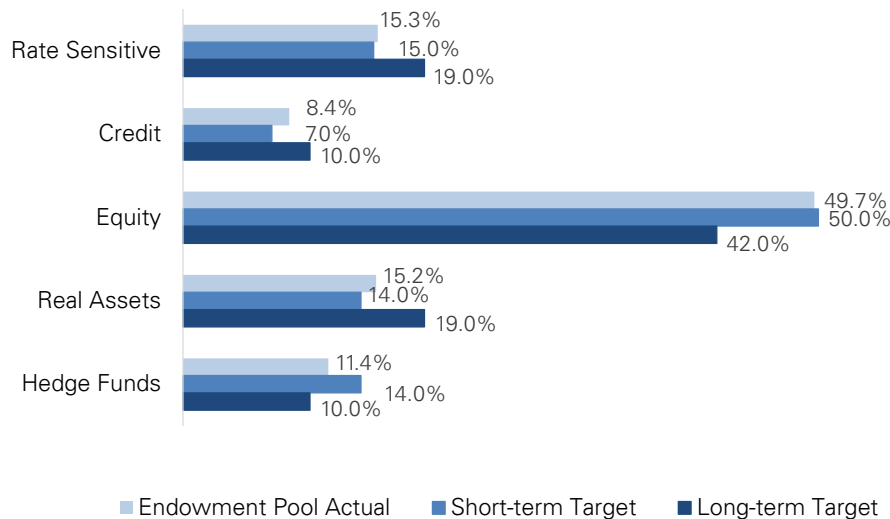
Investment Consultant

Meketa Investment Group

Performance History



Asset Allocation



*Represents annualized returns.

- 1) Investment expense ratio approximates 0.60%, excluding fund manager incentive fees.
- 2) Investment performance is presented net of investment expenses, including fund manager incentive fees.
- 3) Total Fund Benchmark is a combination of: 48% MSCI ACWI - 2% Cambridge PE Index 1-Qtr Lag / 14% HFR FOF / 5% ODCE - 5% S&P Global Large Mid NR - 4% S&P Global Infrastructure / 9% Barc Agg. - 3% Barc 1-5 Yr. Gov/Cr - 3% Barc 0-5 Yr. US Treasury TIPs / 2% Barc High Yield - 2% S&P/LSTA Leveraged Loan - 3% JP Morgan EMBI Global Diversified.
- 4) Short-term target allocation is over 1-4 years, long-term target allocation is over 4-9 years.



Fund Name OCTA - Measure M2 Environmental Mitigation Program Fund
Fund Start Date 2/28/2017
Investment Pool(s) Endowment Pool

FUND STATEMENT

OCTA - Measure M2 Environmental Mitigation Program Fund (V398)

10/1/2020 - 12/31/2020

Fund Summary

	Report Period 10/1/2020 - 12/31/2020	Calendar YTD 1/1/2020 - 12/31/2020
Opening Fund Balance	\$16,046,435.52	\$13,034,838.42
Contributions	0.00	2,877,000.00
Investment Activity, net	1,617,570.07	1,786,615.50
Administration & Grant Management Fees	0.00	(34,448.33)
Net Changes to Fund	1,617,570.07	4,629,167.17
Ending Balance	\$17,664,005.59	\$17,664,005.59

Investment Pool Performance as of 12/31/2020

	This Qtr.	1-Year	3-Years	5-Years	10-Years
Endowment Pool	10.1%	10.4%	7.2%	8.9%	6.5%
Social Impact Endowment Pool	7.0%	15.9%	11.0%	10.5%	8.3%
Conservative Balanced Pool	4.6%	8.8%	6.8%	6.5%	n/a
Short Duration Bond Pool	0.3%	4.7%	3.6%	2.7%	n/a
Capital Preservation Pool	0.1%	0.9%	1.7%	1.3%	0.7%

Endowment Pool - invested for long-term growth and appreciation while providing a relatively predictable stream of distributions that keeps pace with inflation over time. The target asset allocation is 50% equities, 14% hedge funds, 22% fixed income and 14% real assets. Investment management fees are 66 basis points.

Social Impact Endowment Pool - invested in a diversified pool aiming for capital growth for long-term grantmaking; underlying instruments undergo rigorous environmental and social analysis, with an asset allocation of approximately 60%-75% equities and 25%-40% fixed income. Investment management fees are 68 basis points.

Conservative Balanced Pool - designed to aim for moderate growth and to offer diversified exposure to the U.S. equity market and to investment grade fixed income with maturities from one to five years and an asset allocation of 70% fixed income and 30% equities investments. Investment management fees are 9 basis points.

Short Duration Bond Pool - invested to offer diversified exposure to investment grade fixed income with maturities from one to five years for the purposes of grants over a near-term one to four year horizon. Investment management fees are 5 basis points.

Capital Preservation Pool - designed to preserve principal and provide liquidity for present grantmaking needs through investment in short-term fixed income and cash instruments. Investment management fees are 10 basis points.



COMMITTEE TRANSMITTAL

March 8, 2020

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board *Andrea West*

Subject: Measure M2 Quarterly Progress Report for the Period of October 2020 Through December 2020

Executive Committee Meeting of March 1, 2021

Present: Chairman Do, Vice Chairman Murphy, and Directors Bartlett, Hennessey, Jones, and Shaw

Absent: None

Committee Vote

Following the roll call vote, this item was declared passed 5-0 by the Members present.

Director Hennessey was not present to vote on this item.

Committee Recommendation

Receive and file as an information item.



March 1, 2021

To: Executive Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Measure M2 Quarterly Progress Report for the Period of October 2020 Through December 2020

A handwritten signature in blue ink, appearing to read "Darrell E. Johnson", is positioned in the upper right corner of the document.

Overview

Staff has prepared the Measure M2 quarterly progress report for the second quarter of fiscal year 2020-21, covering October 2020 through December 2020, for consideration by the Orange County Transportation Authority Board of Directors. This report highlights progress on Measure M2 projects and programs and will be available to the public via the Orange County Transportation Authority website.

Recommendation

Receive and file as an information item.

Background

On November 7, 2006, Orange County voters, by a margin of 69.7 percent, approved the Renewed Measure M Transportation Investment Plan (Plan) for the Measure M2 (M2) one half-cent sales tax for transportation improvements. The Plan provides a 30-year revenue stream for a broad range of transportation and environmental improvements, as well as a governing ordinance, which defines the requirements for implementing the Plan. Ordinance No. 3 designates the Orange County Transportation Authority (OCTA) as responsible for administering the Plan and ensuring that OCTA's contract with the voters is followed.

OCTA is committed to fulfilling the promises made in M2. This means not only completing the projects described in the Plan but also adhering to numerous specific requirements and high standards of quality called for in the measure, as identified in the ordinance. Ordinance No. 3 requires that quarterly status reports regarding the major projects detailed in the Plan be brought to the OCTA Board of Directors (Board). The Board also is provided with individual project staff reports and overall reports on the status of the capital projects by the Capital Programs Division.

Discussion

This quarterly report reflects current activities and progress across all M2 programs for the period of October 1, 2020 through December 31, 2020 (Attachment A). The report includes project budget and schedule information as provided and reported in the Capital Action Plan. Information on the Local Fair Share and Senior Mobility Program payments made to cities during the quarter is also included.

Additionally, Attachment A includes a summary of the Program Management Office (PMO) activities that have taken place during the quarter. One area is highlighted below.

Next 10 Delivery Plan (Next 10 Plan)/M2 Sales Tax Revenue Forecast

Annually, staff reviews the Board-adopted commitments in the Next 10 Plan to ensure it remains deliverable with updated revenues and project costs. On October 26, 2020, the final 2020 M2 sales tax revenue forecast of \$11.6 billion was presented to the Board. This year-over-year decline of \$1.8 billion is attributed to the economic impacts of the coronavirus (COVID-19) pandemic and represents the lowest forecast since M2 inception.

An update to the Next 10 Plan is warranted to confirm that OCTA has the capacity to deliver M2 as promised to the voters. To manage the impacts of the decreased M2 sales tax revenue forecast and updated project cost estimates, staff explored three options. On December 14, 2020, the options were presented for Board discussion and feedback. With variations in schedule, cost, and bonding assumptions, each option had its advantages and challenges. The Board discussed the options and provided feedback to pursue a financially prudent course of action with a proactive stance on project delivery while remaining flexible. Given the fluidity of current events, staff offered to review fiscal year (FY) 2020-21 second quarter sales tax revenue actuals in March 2021 to provide an additional financial data point prior to updating Next 10 Plan.

Progress Update

The following provides an overview of M2 accomplishments to date by mode, as well as highlights of activities that occurred during the second quarter of FY 2020-21.

Freeway Program

The M2 Freeway Program consists of 30 project segments to be delivered by 2041. Currently, while in year ten of the 30-year program, 12 project segments are complete, five are in construction, and another five are readying for construction. The remaining eight project segments are in various stages of project development.

Key freeway project highlights taking place this quarter are highlighted below.

- Interstate 5 (I-5) between Interstate 405 (I-405) and Yale Avenue - This is the southerly segment of the I-5 between I-405 and State Route (SR-55) project. On December 14, 2020, the Board approved the release of request for proposals for the preparation of plans, specifications, and estimates. (Project B)
- I-5 between Yale Avenue and SR-55 - This is the northerly segment of the I-5 between I-405 and SR-55 project. On November 9, 2020, the Board approved the selection of a consultant to prepare plans, specifications, and estimates. (Project B)
- I-405 between State Route 73 and Interstate 605 (I-605) – This project, which includes concurrent design and construction, is over 50 percent complete despite numerous challenges. At the onset, some project costs consumed a share of the project contingencies: bids received for the project were higher than the engineer’s estimate and there were legal settlements with the cities of Long Beach and Seal Beach related to the environmental document. Subsequent to the award of the project contract, the California Department of Transportation and Federal Highway Administration issued new safety-related directives such as guard rail and concrete paving requirements. These unexpected mandates could not have been foreseen in the development of the project cost estimate. More recently, discovery of archaeological resources within the construction zone also impacted the project budget and schedule. As a result of these and other challenges, OCTA performed a comprehensive analysis of actual and estimated remaining costs. The analysis indicated the cost to complete the M2 portion of the project is \$1,560 million, which is a 9.5 percent increase over the current available funding of \$1,425 million. On December 14, 2020, the Board approved the changes to the project budget. (Project K)
- I-605/Katella Avenue interchange - The design contract with the Board-approved consultant was executed on December 28, 2020.

Streets and Roads

Since 2011, approximately \$892.9 million has been allocated to local jurisdictions for transportation improvements through the streets and roads competitive and formula funding programs. Additionally, M2 provided \$149 million, a portion of the \$667 million total project cost, to grade-separate seven streets and rail crossings, leveraging the majority of the funds (\$518 million) from local, state, and federal sources.

- On October 26, 2020, a Regional Traffic Signal Synchronization Program (RTSSP) update was provided to the Board. The update shared that OCTA and local agencies have successfully implemented new cooperative traffic signal synchronization timing on 84 corridors, with another 28 projects planned or underway. (Project P)
- Applications for the 2020 annual call for projects for the Regional Capacity Program and the RTSSP were due on October 22, 2020. Staff review is underway and programming recommendations are anticipated to be presented to the Board in spring 2021. (Project O and Project P)

Transit

The M2 transit mode includes a number of programs designed to provide additional transportation options. M2 is the main funding source for Metrolink commuter rail service in Orange County and provides funding for rail station improvements and transit connections to extend the reach of the services.

Since 2011, M2 has provided competitive multi-year transit funding commitments for bus and station van extension services connecting to Metrolink (\$483,133 to date), local community-based transit circulators and planning studies (\$41.9 million to date), and bus stop improvements (\$2.9 million to date). In parallel, M2 provides a set amount of annual funding to support three programs intended to meet the needs of seniors and persons with disabilities (\$84.6 million¹ to date). Key transit project activities taking place this quarter, along with updates, are highlighted below.

- A Metrolink Performance Report was presented to the Transit Committee on October 8, 2020, and to the Board on October 12, 2020. Total ridership was 3.9 million boardings in FY 2019-20 for OC Metrolink, a 23.6 percent

¹ Only includes disbursed funds. On October 12, 2020, the Board approved a temporary exception to the Senior Mobility Program Guidelines, which allows for OCTA to hold allocations in reserve for agencies with suspended services due to the COVID-19 pandemic. The funds will be held until the State lifts the State of Emergency or transportation services resume, whichever occurs first.

decrease over FY 2018-19, with the COVID-19 pandemic impacting both weekday and weekend ridership. (Project R)

- Anaheim Canyon Metrolink Station Improvements – On October 12, 2020, the Board approved the release of invitation for bids for construction of the project. The bid opening was held on January 21, 2021, with construction anticipated to begin in spring 2021. (Project R)
- Laguna Niguel to San Juan Capistrano Passing Siding Project - Construction of the project was completed on November 17, 2020. This project added approximately 1.8 miles of new passing siding railroad track adjacent to the existing mainline track, which enhances the operational efficiency of passenger services within the Los Angeles - San Diego - San Luis Obispo rail corridor. (Project R)
- OC Streetcar - Significant construction activities continued, with a major milestone reached in December 2020, as the first rail was set into the street at the intersection of Santa Ana Boulevard and Bristol Street. (Project S)

Environmental Programs

The M2 Program includes two innovative programs, the Environmental Cleanup Program (ECP) with specific activity, and the Environmental Mitigation Program (EMP) with funding from the M2 Freeway Program. The ECP improves water quality by addressing transportation-related pollutants, while the EMP offsets biological impacts of freeway projects.

On October 12, 2020, the Board approved programming recommendations for 12 ECP Tier 1 projects, totaling \$2.8 million. Since 2011, the ECP has allocated approximately \$51.4 million to local jurisdictions for 178 projects for trash removal devices (Tier 1), and 18 projects for large scale water quality best management practices projects (Tier 2). It is estimated that nearly 33 million gallons of trash have been captured since inception of the program, which is the equivalent of filling nearly 78 football fields with one-foot deep of trash.

Additionally, the Board previously authorized \$55 million for the EMP to acquire conservation lands, fund habitat restoration projects, and to develop the Conservation Plan. OCTA has acquired more than 1,300 acres and funded 12 restoration projects to restore habitat on 350 acres of open space across Orange County to fulfill the necessary freeway program mitigation needs.

The wildlife and habitat on the acquired lands are protected in perpetuity, and long-term management of the properties will be funded by an established endowment. Prior to COVID-19, it was estimated that it would take approximately 12 years to fully fund the endowment with annual deposits, or until the fund totals \$46.2 million. The level of annual deposits will be reassessed based on availability of M2 funds. Any changes may affect the timeframe for the full funding of the endowment. As of December 31, 2020, the balance of the endowment was just over \$17.6 million.

Challenges

COVID-19 Pandemic

On February 27, 2020, OCTA activated its Emergency Operations Center and implemented its Emergency Operations Plan in response to COVID-19. On March 19, 2020, the State issued a stay-at-home order to protect the health and well-being of all residents of California and slow the spread of COVID-19.

As stay-at-home orders were gradually lifted, cases started to increase, which resulted in the State issuing new stay-at-home orders on November 21, 2020 (limited) and again on December 3, 2020 (regional). Public transportation and infrastructure projects are designated by the state and federal governments as essential. OCTA has continued operations while following best practices and health guidance from local, state, and federal officials to help ensure the health of the public and OCTA employees. The PMO continues to monitor COVID-19 impacts to M2 to ensure projects and programs remain deliverable as promised to voters. Pandemic impacts on the individual M2 Program areas are discussed further below.

Freeways

Risks for schedule-critical right-of-way (ROW) acquisition processes continue to be impacted by COVID-19. ROW acquisition offers to owners, associated discussions, negotiations, and meetings are being impacted by business closures and availability of owners and attorneys. There are also additional COVID-19-related ROW impacts due to court closures, filing and service delays, potential temporary easement timeline expirations, land and business valuation challenges, and appraisal and site inspection issues.

In addition, the California Department of Industrial Relations Division of Occupational Safety and Health issued new emergency temporary standards, which became effective November 30, 2020. Staff will continue to monitor contractor COVID-19 cases to ensure essential operations are not impacted.

Streets and Roads

OCTA completed the September 2020 semi-annual review of projects funded through the Comprehensive Transportation Funding Programs. This process reviews the status of M2 grant-funded projects and provides an opportunity for local agencies to update project information and to request project modifications. Of the total 64 project adjustment requests, 40 were attributed to COVID-19-related impacts. These adjustments were approved by the Board on December 14, 2020.

Transit

Travel pattern changes due to stay-at-home orders have affected Metrolink ridership. As a result, Metrolink implemented temporary service reductions in March 2020 and again in November 2020; the three lines serving Orange County have reduced service by 24 percent. With the decline in ridership and its compounding effects on the level of revenues from fares, Metrolink's Board adopted new fare policy goals to guide future fare discussions and decisions. The availability of the federal Coronavirus Aid, Relief, and Economic Security Act funding will mitigate this impact in the near-term.

Through the Senior Mobility Program (SMP), M2 provides funding to cities for programs that meet the needs of seniors in their communities. Due to COVID-19, some jurisdictions have suspended operation of their SMP or modified services, such as providing home delivered meals in lieu of transporting the seniors to their nutrition programs. To provide flexibility in serving their senior communities and relief to jurisdictions from timely-use of funds provisions, on October 12, 2020, the Board approved temporary exceptions to the SMP Guidelines. For cities with modified services, the exceptions will allow for meal delivery in lieu of transportation to the senior center until the State lifts the State of Emergency. For cities with suspended services, OCTA will suspend the distribution of SMP funds and hold them in reserve for jurisdictions until the State lifts the State of Emergency, or when the agency notifies OCTA that they have reinitiated SMP services, whichever occurs first.

The Community-Based Transit Circulator Program (Project V) continues to be affected as 23 services have been suspended or not initiated due to COVID-19. On December 14, 2020, the Board approved cooperative agreement amendments for all active Project V services to incorporate proposed COVID-19-related grant term adjustments for up to 24 months.

Staff also held a workshop in October 2020 with local agency project managers to discuss impacts and the future of Project V. Taking their input into consideration, staff proposed Project V revisions to modify the program's minimum performance requirements/service parameters to allow for re-establishment and providing annual escalation of funding within the programmed grant amount. These changes will provide local agencies' flexibility to reinitiate and fund Project V services in a post-COVID-19 environment, while shifting evaluation metrics to be more financially focused, context sensitive, and locally driven. The Board approved these program revisions on January 25, 2021.

Orange County Fires

On October 26, 2020, two wind-driven fires (Silverado and Blue Ridge) started in Orange County. Following that, on December 2, 2020, another fire (Bond) broke out in Silverado Canyon. Since then, all fires have been fully contained. The fires did not impact any OCTA mitigation properties but did affect some OCTA-funded restoration projects. OCTA is working closely with restoration project managers to fully assess the damage and will coordinate with Wildlife Agencies to discuss next steps.

Staff will continue to closely monitor these challenges to ensure M2 remains deliverable as promised to voters and provide updates to the Board as appropriate.

Summary

As required by Ordinance No. 3, a quarterly report covering activities from October 2020 through December 2020, is provided to update progress in implementing the Plan. The above information and the attached details indicate significant progress on the overall M2 Program despite facing challenges. To be cost-effective and to facilitate accessibility and transparency of information available to stakeholders and the public, the M2 Quarterly Progress Report is made available through the OCTA website. Hard copies are available by mail upon request.

Attachment

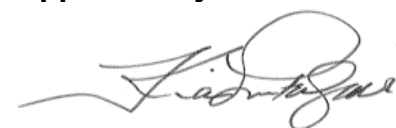
- A. Measure M2 Quarterly Progress Report, Second Quarter of Fiscal Year 2020-21, October 1, 2020 through December 31, 2020

Prepared by:



Francesca Ching
Section Manager,
Measure M2 Program Management Office
(714) 560-5625

Approved by:



Kia Mortazavi
Executive Director, Planning
(714) 560-5741



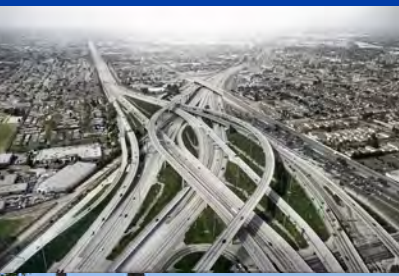
OCGO

Local Tax Dollars at Work

MEASURE M2 QUARTERLY PROGRESS REPORT

Second Quarter of Fiscal Year 2020 – 21
October 1, 2020 through December 31, 2020

- Second Quarter Highlights:
- Freeway Projects
 - Streets and Roads
 - Environmental Cleanup & Water Quality
 - Freeway Mitigation Program
 - Finance Matters
 - Program Management Office
 - Summary





MEASURE M2 PROGRESS REPORT

SUMMARY

On November 7, 2006, Orange County voters, by a margin of 69.7 percent, approved the Renewed Measure M Transportation Investment Plan (Plan) for the Measure M2 (M2) one-half cent sales tax for transportation improvements. Voters originally endorsed Measure M in 1990 with a sunset in 2011. The renewal of Measure M continues the investment of local tax dollars in Orange County's transportation infrastructure for another 30 years to 2041.

As required by the M2 Ordinance No. 3, a quarterly report covering activities from October 1, 2020, through December 31, 2020, is provided to update progress in implementing the Measure M2 Transportation Investment Plan. On September 25, 2017, the Board of Directors (Board) approved externally rebranding M2 as OC Go to promote OCTA's Measure M awareness and public perception and to avoid confusion with Measure M in Los Angeles County.

To be cost-effective and to facilitate accessibility and transparency of information available to stakeholders and the public, Measure M2 progress reports are presented on the Orange County Transportation Authority (OCTA) website. Hard copies are mailed upon request.



The cover photo shows the completion of the San Juan Capistrano/Laguna Niguel passing siding project. This project added approximately 1.8 miles of new passing siding railroad track adjacent to the existing mainline track, which enhanced the operational efficiency of passenger services within the Los Angeles - San Diego - San Luis Obispo rail corridor.



MEASURE M2 PROGRESS REPORT

TABLE OF CONTENTS

Section	Project	Page
Abbreviations		i
Project Schedules		iii
M2 Delivery Risk Update		1
Next 10 Plan Update		3
Freeway Program (Projects A-N)		8
Interstate 5 (I-5) Projects	[A-D]	8
State Route 22 (SR-22) Projects	[E]	12
State Route 55 (SR-55) Projects	[F]	12
State Route 57 (SR-57) Projects	[G]	13
State Route 91 (SR-91) Projects	[H-J]	15
Interstate 405 (I-405) Projects	[K-L]	18
Interstate 605 (I-605) Projects	[M]	19
Freeway Service Patrol	[N]	19
Streets and Roads (Project O, P and Q)		20
Regional Capacity Program	[O]	20
Regional Traffic Signal Synchronization Program	[P]	23
Local Fair Share Program	[Q]	23
Transit Programs (Projects R, S, T, U, V and W)		25
High Frequency Metrolink Service	[R]	25
Transit Extensions to Metrolink	[S]	29
Metrolink Gateways	[T]	31
Expand Mobility Choices for Seniors and Persons with Disabilities	[U]	31
Community Based Transit/Circulators	[V]	33
Safe Transit Stops	[W]	34
Environmental (Project X and Freeway Mitigation Program)		35
Environmental Cleanup	[X]	35
Freeway Mitigation Program (part of Projects A - M)		35
Program Management Office		39
M2 Financing and Schedule of Funding		44
Local Fair Share - M2 Funding by Agency		51
Capital Action Plan - Capital Project Status		53



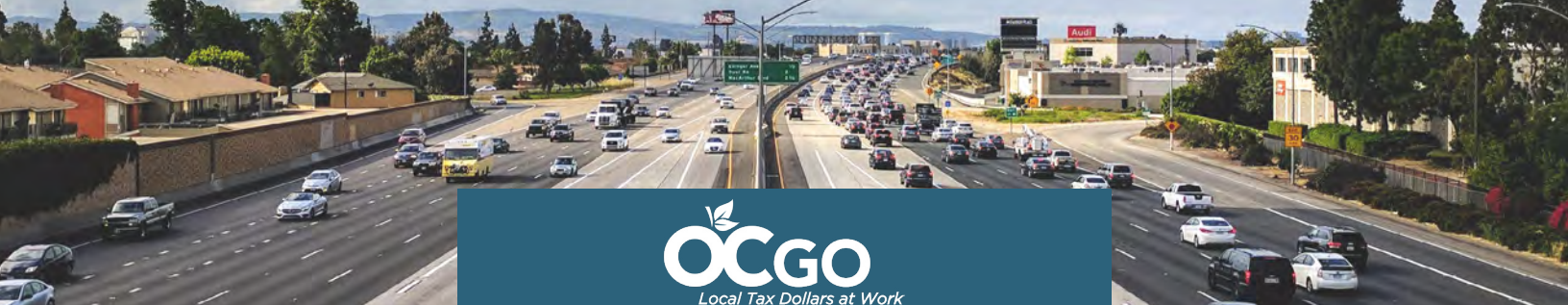
COMMON ABBREVIATIONS

Americans with Disabilities Act	ADA
Annual Eligibility Review	AER
Board of Directors	Board
Burlington Northern Santa Fe	BNSF
California Department of Fish and Wildlife	CDFW
California Department of Tax and Fee Administration	CDTFA
California Department of Transportation	Caltrans
California Transportation Commission	CTC
Capital Action Plan	CAP
Capital Investment Grant	CIG
Chief Executive Officer	CEO
Cost Estimate Review	CER
Congestion Mitigation and Air Quality	CMAQ
Design Standard Decision Document	DSDD
Draft Environmental Document	DED
Draft Project Report	DPR
Environmental Cleanup Allocation Committee	ECAC
Environmental Cleanup Program	ECP
Environmental Document	ED
Environmental Impact Report	EIR
Environmental Impact Statement	EIS
Environmental Mitigation Program	EMP
Environmental Oversight Committee	EOC
Federal Highway Administration	FHWA
Federal Transit Administration	FTA
Federal Transportation Improvement Program	FTIP
Freeway Service Patrol	FSP
Full Funding Grant Agreement	FFGA
High Occupancy Vehicle	HOV
Interstate 15	I-15
Interstate 405	I-405
Interstate 5	I-5
Interstate 605	I-605
Invitation for Bids	IFB
Local Fair Share Program	LFSP
Los Angeles – San Diego – San Luis Obispo	LOSSAN
Los Angeles County Metropolitan Transportation Authority	LA Metro
Measure M2 or Renewed Measure M	M2
Memorandum of Understanding	MOU



COMMON ABBREVIATIONS

Metrolink Service Expansion Program	MSEP
Notice to Proceed	NTP
Next 10 Delivery Plan	Next 10 Plan
Natural Community Conservation Plan/Habitat Conservation Plan	Conservation Plan
Orange County Transportation Authority	OCTA
Orange County Unified Transportation Trust	OCUTT
Pacific Coast Highway	PCH
Plans, Specifications and Estimates	PS&E
Program Management Office	PMO
Project Development Team	PDT
Project Study Report	PSR
Ready to List	RTL
Request for Proposals	RFP
Resource Management Plan	RMP
Right-of-Way	ROW
Riverside County Transportation Commission	RCTC
Santa Ana Regional Transportation Center	SARTC
Senate Bill 1	SB 1
Senior Mobility Program	SMP
Senior Non-Emergency Medical Transportation	SNEMT
Southern California Association of Governments	SCAG
State Route 133	SR-133
State Route 22	SR-22
State Route 241	SR-241
State Route 55	SR-55
State Route 57	SR-57
State Route 71	SR-71
State Route 74	SR-74
State Route 91	SR-91
State Transportation Improvement Program	STIP
State Water Resources Control Board	SWRCB
Southern California Regional Rail Authority	SCRRA
Taxpayer Oversight Committee	TOC
To Be Determined	TBD
Trade Corridors Improvement Funds	TCIF
Transportation Infrastructure Finance and Innovation Act	TIFIA
United States Army Corps of Engineers	ACOE
United States Fish and Wildlife Service	USFWS
United States Department of Transportation	USDOT



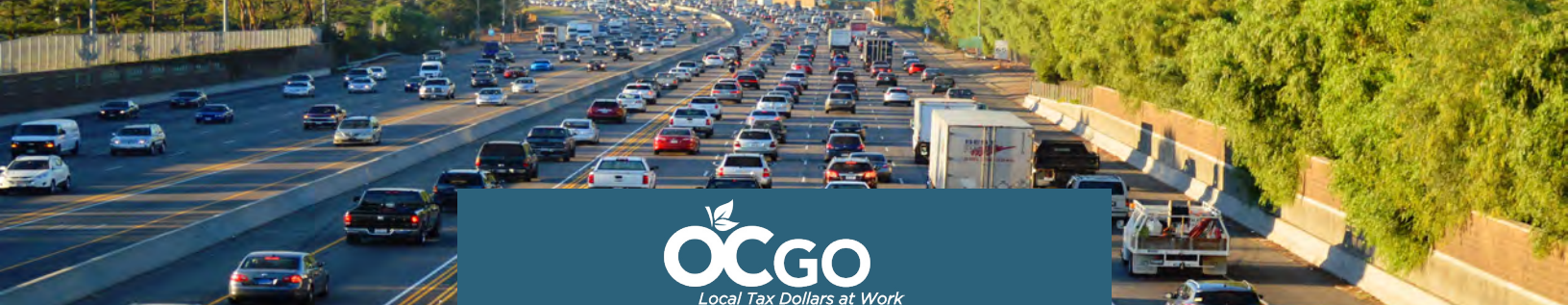

MEASURE M2 PROJECT SCHEDULES

					
Conceptual	Environmental	Design, Advertise, & Award	Design-Build	Construction	Complete

		2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	
A	I-5, SR-55 to SR-57	Green		Blue				Orange								
B	I-5, I-405 to Yale Avenue		Green						Blue		Orange					
B	I-5, Yale Avenue to SR-55		Green						Blue		Orange					
C,D	I-5, Avenida Pico to Avenida Vista Hermosa/Avenida Pico Interchange	Blue		Orange												
C	I-5, Avenida Vista Hermosa to Pacific Coast Highway	Blue		Orange												
C	I-5, Pacific Coast Highway to San Juan Creek Road	Blue		Orange												
C,D	I-5, SR-73 to Oso Parkway/Avery Parkway Interchange	Green		Blue				Orange								
C,D	I-5, Oso Parkway to Alicia Parkway/La Paz Road Interchange	Green		Blue				Orange								
C	I-5, Alicia Parkway to El Toro Road	Green		Blue				Orange								
D	I-5, El Toro Interchange (Further Schedule TBD)				Green											
D	I-5, Ortega Interchange	Orange														
E	SR-22, Access Improvements	<i>Completed in 2008</i>														
F	SR-55, I-405 to I-5	Green			Blue				Orange							
F	SR-55, I-5 to SR-91 (Further Schedule TBD)				Green											
G	SR-57 NB, Katella Avenue to Lincoln Avenue	Orange														
G	SR-57 NB, Orangethorpe Avenue to Yorba Linda Boulevard	Orange														
G	SR-57 NB, Yorba Linda Boulevard to Lambert Road	Orange														
G	SR-57 NB, Lambert Road to Tonner Canyon Road (TBD)															
G	SR-57, Orangewood Avenue to Katella Avenue (Further Schedule TBD)				Green											
H	SR-91 WB, I-5 to SR-57	Orange														
I	SR-91 WB, SR-55 to Tustin Avenue Interchange	Blue		Orange												
I	SR-91, SR-55 to Lakeview Avenue			Green				Blue		Orange						
I	SR-91, La Palma to SR-55			Green				Blue		Orange						
I	SR-91, Acacia Street to La Palma			Green				Blue		Orange						

Project schedules are based on phase start dates. Shown schedules are subject to change.

¹ Projects managed by local agencies



MEASURE M2 PROJECT SCHEDULES

		2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	
J	SR-91, SR-55 to SR-241	[Bar chart showing project start in 2013 and completion in 2014]														
J	SR-91, SR-241 to SR-71	Completed in 2011														
J	SR-91, SR-241 to I-15 (TBD)															
K	I-405, SR-73 to I-605	[Bar chart showing project start in 2013 and completion in 2023]														
L	I-405, I-5 to SR-55 (Further Schedule TBD)	[Bar chart showing project start in 2015 and completion in 2018]														
M	I-605, Katella Avenue Interchange	[Bar chart showing project start in 2016 and completion in 2025]														
O	Kraemer Boulevard Grade Separation (Placentia)	[Bar chart showing project start in 2013 and completion in 2014]														
O	Lakeview Avenue Grade Separation (Anaheim/Placentia)	[Bar chart showing project start in 2013 and completion in 2017]														
O	Orangethorpe Avenue Grade Separation (Anaheim/Placentia)	[Bar chart showing project start in 2013 and completion in 2017]														
O	Placentia Avenue Grade Separation (Placentia)	[Bar chart showing project start in 2013 and completion in 2014]														
O	Raymond Avenue Grade Separation (Fullerton) ¹	[Bar chart showing project start in 2013 and completion in 2018]														
O	State College Blvd Grade Separation (Fullerton) ¹	[Bar chart showing project start in 2013 and completion in 2018]														
O	Tustin Ave/Rose Drive Grade Separation (Anaheim/Placentia)	[Bar chart showing project start in 2013 and completion in 2017]														
R	Sand Canyon Grade Separation (Irvine)	[Bar chart showing project start in 2013 and completion in 2015]														
R	Rail-Highway Grade Crossing Safety Enhancement	Completed in 2011														
R	San Clemente Beach Trail Safety Enhancements	[Bar chart showing project start in 2013 and completion in 2014]														
R	Anaheim Canyon Metrolink Station Improvements	[Bar chart showing project start in 2015 and completion in 2022]														
R	Fullerton Transportation Center Improvements	[Bar chart showing project start in 2013 and completion in 2019]														
R	Laguna Niguel/Mission Viejo Metrolink Station Americans with Disabilities Act (ADA) Ramps	[Bar chart showing project start in 2013 and completion in 2017]														
R	Orange Transportation Center Metrolink Parking Structure	[Bar chart showing project start in 2013 and completion in 2019]														
R	Placentia Metrolink Station Improvements and Parking Structure	[Bar chart showing project start in 2013 and completion in 2022]														
R	San Clemente Pier Station Lighting	[Bar chart showing project start in 2015 and completion in 2017]														
R	Laguna Niguel to San Juan Capistrano Metrolink Station Passing Siding Project	[Bar chart showing project start in 2013 and completion in 2020]														
R	Tustin Metrolink Station Parking Structure	Completed in 2011														
R,T	Anaheim Regional Transportation Intermodal Center (ARTIC) ¹	[Bar chart showing project start in 2013 and completion in 2014]														
S	OC Streetcar	[Bar chart showing project start in 2013 and completion in 2022]														

Project schedules are based on phase start dates. Shown schedules are subject to change.

¹ Projects managed by local agencies



MEASURE M2 PROGRESS REPORT

M2 DELIVERY RISK UPDATE ▼

This section discusses the risks and challenges related to Measure M2 and the updated Next 10 Delivery Plan (Next 10 Plan) that the M2 Program Management Office (PMO) is monitoring with associated explanations and proposed actions.

Delivery Risk	Explanation	Proposed Action	
Financial			
1	The 2020 M2 revenue forecast of \$11.6 billion was presented in October 2020. This \$1.8 billion decrease from the 2019 M2 revenue forecast is a result of the coronavirus (COVID-19) pandemic.	COVID-19 has introduced a new risk to the program. The \$11.6 billion revenue forecast represents the lowest forecast since M2 inception and warrants a review of the timing of capital projects and competitive funding program cash flows.	Staff explored options to address the significant decrease in the M2 revenue forecast. In December 2020, staff presented three options for Board discussion and feedback. The Board directed staff to pursue a financially prudent course of action with a proactive stance on project delivery while remaining flexible given the fluidity of current events.
2	Inability to scale the M2 Freeway Program to available revenue and still deliver the M2 commitments.	The M2 Freeway Program includes set project scopes leaving limited flexibility in what is delivered.	OCTA will work closely with Caltrans to apply value engineering strategies on projects to manage costs.
3	Schedule and scope changes on critical capital projects impacting delivery and project costs.	Changes as a result of updated highway standards or issues identified in the field regularly impact scope and schedule and ultimate costs.	Work closely with Caltrans and project contractors to limit changes in scope and schedule to a minimum. Work with Caltrans to approve additional lane closures and longer work windows where possible.
4	Sustain Metrolink train service as an attractive alternative to driving in Orange County within the limits of available revenue.	Operational cost of Metrolink service continues to grow as the system ages, track-sharing arrangements with BNSF are revised, and new air quality requirements are implemented. COVID-19 has introduced new risks as ridership and revenue has been greatly impacted in Orange County.	In September 2020, Metrolink adopted a Recovery Plan Framework to ensure the safety of passengers and employees and restore service in a post-COVID-19 environment. Staff will work closely with Metrolink and OCTA partners to ensure cost increases are minimized, while seeking external revenue. Metrolink received \$65 million in one-time federal funds through the Coronavirus Aid, Relief and Economic Security (CARES) Act, which alleviated some concerns in the short-term.



MEASURE M2 PROGRESS REPORT

Delivery Risk	Explanation	Proposed Action
<p>5 The Next 10 Plan Market Conditions Forecast and Risk Analysis showed a cooling of the prior increasing cost environment. Current events may cause this to further change during the Next 10 Plan delivery years.</p>	<p>OCTA's economic consultants forecasted a slowing of cost pressures for 2021 and 2022. The economic impacts from COVID-19 may further affect cost pressures.</p>	<p>OCTA will continue to monitor market conditions affecting project costs. The decline in cost pressures provides an opportunity to address potential COVID-19-related revenue impacts.</p>
Resource		
<p>6 Substantial work underway in the region has resulted in significant demand for professional and skilled labor which can impact delivery given the volume of the M2 capital program.</p>	<p>The economic impacts of COVID-19 and changes in unemployment may change the availability of key talent. If shortages continue, project delivery costs could rise but if additional labor resources are available, it may temper costs and reduce delivery risk.</p>	<p>OCTA will monitor impacts of COVID-19 on the labor market. Expert and timely coordination between OCTA and Caltrans are imperative to manage this risk. Staff is currently working with Caltrans to ensure resource needs are met.</p>
<p>7 New operational responsibilities with the OC Streetcar.</p>	<p>With the implementation of the OC Streetcar service, OCTA will be increasing its overall role in operations. OCTA holds a successful track record in operating various transportation systems including both a fixed and demand-based bus network.</p>	<p>To ensure success of the OC Streetcar, OCTA hired a streetcar operations manager with proven start-up experience to oversee start-up and daily operations. A contractor with extensive experience in operations of rail systems was selected to handle the startup and revenue operation phases of the OC Streetcar.</p>
Regulatory		
<p>8 New federal and statewide directives create additional limitations for use of transportation dollars which could affect freeway projects.</p>	<p>New directives that focus on required greenhouse gas reductions and managed lane corridors, as well as an emphasis on transit, have created new hurdles that eliminate some sources of funding for M2 freeway improvements.</p>	<p>OCTA is tracking the new directives to ensure that M2 projects stay true to the voter commitment and compete for funding as appropriate.</p>



MEASURE M2 PROGRESS REPORT

Next 10 Delivery Plan ▼

Contact: Francesca Ching, PMO Manager • (714) 560-5625

On November 14, 2016, the Board approved the Next 10 Delivery Plan (Next 10 Plan), providing guidance to staff on delivery of M2 projects and programs between 2017 and 2026.

Due to the uncertainty created by COVID-19, the 2020 preliminary M2 sales tax revenue forecast of \$11.6 billion was presented to the Board on August 24, 2020. With tax receipts for quarter four of fiscal year (FY) 2019-20 received in September 2020, the final M2 sales tax forecast was presented to the Board on October 26, 2020. The M2 revenue forecast remained at \$11.6 billion. This represents a year-over-year decline of \$1.8 billion and the lowest forecast since M2 inception. The decrease in taxable sales is due to the cascading effects of COVID-19 on the economy. OCTA's conservative approach to financial planning has allowed for all M2 projects that are currently underway to continue as planned in FY 2020-21.

On December 14, 2020, staff presented three options for Board discussion and feedback on how to manage the impacts of the decreased M2 sales tax revenue forecast and revised project cost estimates. The Board directed staff to pursue a financially prudent course of action with a proactive stance on project delivery while remaining flexible, given the fluidity of current events. In addition, the Board directed staff to review FY 2020-21 second quarter financial information to provide an additional data point prior to presenting the updated Next 10 Plan, which is anticipated in spring 2021. With four years of the Next 10 Plan completed to date, on December 14, 2020, the Board approved to shift the timeframe four years to span FY 2020-21 through FY 2029-30. The adjustment allows for more strategic, forward-thinking planning and will make the update underway a true ten-year look ahead.

Next 10 Plan Deliverables

Significant progress has been made on the Next 10 Plan deliverables, with projects completing construction, projects in and advancing towards construction, as well as regular funding allocations to local jurisdictions through local programs. Staff will continue to monitor the impacts of the COVID-19 pandemic on the Next 10 Plan delivery commitments and will report to the Board as appropriate.

1. Deliver \$3.5 billion of freeway improvements approved through construction (Projects A-M).

The M2 Freeway Program is currently made up of 30 projects or project segments (projects). At the point of Next 10 Plan adoption, nine of the 30 total projects were completed for a total cost of \$463 million. Deliverable 1 includes 12 of the 30 projects to be delivered (or underway) within the Next 10 Plan timeframe including SR-91 between SR-57 to SR-55 (Project I), which is funded with 91 Express Lanes excess revenue. Together, the projects designated for completion or near completion by 2026 currently make up a \$3.1 billion delivery promise. The \$3.5 billion deliverable commitment includes prior completed projects. To date, four projects have been completed. Three segments on Interstate 5 (I-5) between Avenida Pico and San Juan Creek Road opened to traffic in 2018 and added six miles of carpool lanes. In August 2020, the I-5 project between SR-55 to SR-57 opened to traffic, adding a second carpool lane for approximately



MEASURE M2 PROGRESS REPORT

three miles in each direction. The remaining eight segments are in design or construction. For more details, see [pages iii-iv](#) (Project Schedules) and the project updates contained in the following pages.

Upcoming activities:

- SR-55, I-405 to I-5 - Award construction management support services contract

2. Invest approximately \$715 million more in revenues, bringing the completed M2 Freeway Program improvements to \$4.3 billion (Projects A-M).

The final nine remaining project segments (of the 30 total) are environmentally cleared or on track to be environmentally cleared by 2026, making them shelf-ready for further advancement. Using Board-adopted guiding principles, the 2019 updated Next 10 Plan identified five projects to be advanced through construction: I-5 between I-405 and Yale Avenue (Project B), I-5 between Yale Avenue and SR-55 (Project B), SR-55 between I-5 and SR-91 (Project F), SR-57 Northbound from Orangewood Avenue to Katella Avenue (Project G), and I-605/ Katella Interchange (Project M). The remaining four projects have specific reasons related to the application of the guiding principles that require additional time prior to being advanced. In all, during the Next 10 Plan time period, approximately \$4.3 billion in freeway improvements committed to the voters in M2 will be completed or underway by 2026. For more details, see [pages iii-iv](#) (Project Schedules) and the project updates contained in the following pages.

Upcoming activities:

- I-5, I-405 to Yale Avenue - Award contract for final design
- SR-55, I-5 to SR-91 - Release RFP for design services
- SR-57 NB, Orangewood Avenue to Katella Avenue - Release RFP for design services

3. Allocate nearly \$1 billion, with up to \$400 million in competitive funding to local jurisdictions to expand roadway capacity and synchronize signals (Project O and P) and up to \$600 million in flexible funding to local jurisdictions to help maintain aging streets or for use on other transportation needs, as appropriate (Project Q).

Since the adoption of the original Next 10 Plan, OCTA has awarded approximately \$126 million in competitive funding through the Regional Capacity Program (Project O) and Regional Traffic Signal Synchronization Program (Project P). Additionally, \$239.7 million in Local Fair Share (Project Q) funds have been distributed to local agencies. This brings the total allocation to date to \$366 million.

On August 10, 2020, the Board authorized the 2021 call for projects (call), providing up to \$30 million for both Project O (\$22 million) and Project P (\$8 million) in available M2 funds to support local streets and roads improvement projects throughout Orange County. Applications were due on October 22, 2020. Based upon project selection criteria as specified in the Comprehensive Transportation Funding Programs (CTFP) Guidelines, projects will be prioritized for Board consideration in spring 2021.



MEASURE M2 PROGRESS REPORT

Additionally, all seven bridges included in the OC Bridges program have been completed. For more details, see the project updates on [page 20](#).

Upcoming activities:

- Project O and P - Programming recommendations for the 2021 call for projects

4. Extend Metrolink service from Orange County into Los Angeles County, contingent upon cooperation and funding participation from route partners; complete six rail station improvements (Project R).

In October 2019, three weekday intracounty round trips operating between Laguna Niguel/Mission Viejo and Fullerton were replaced with two round trips between Laguna Niguel/Mission Viejo (extended from Fullerton) into Los Angeles. Additional service changes were scheduled to be implemented in April 2020, however, due to COVID-19, they have been postponed until full service is reinstated.

Within this program, funding is provided for rail corridor and station improvements to accommodate increased passenger train service - including station upgrades, parking expansions, and safety enhancements. The Next 10 Plan identified six projects to be completed by 2026: 1) San Clemente Pier Metrolink/Amtrak Station Lighting Project (completed March 2017), 2) Laguna Niguel/ Mission Viejo Metrolink Station Americans with Disabilities Act (ADA) ramps (completed September 2017), 3) Orange Metrolink Station Parking Structure (completed February 2019), 4) Fullerton Transportation Center elevators (completed May 2019), 5) Anaheim Canyon Metrolink Station Improvement Project (construction to begin in early 2021 with completion anticipated in late 2022), and 6) Placentia Metrolink Station (is ready to begin construction, however, it is contingent on a Burlington Northern Santa Fe (BNSF) construction and maintenance agreement being in place). For more details, see the project updates on [page 25](#).

Upcoming activities:

- Placentia Metrolink Station - Advertise for construction
- Anaheim Canyon Metrolink Station Improvement Project - Award construction contract

5. Complete design and construction, secure vehicles, begin operating the OC Streetcar and work with local agencies to consider recommendations from planning studies to guide development of future transit connections (Project S).

OC Streetcar

With strong Federal Transit Administration (FTA) support for the project, a Full Funding Grant Agreement (FFGA) was executed in November 2018. The streetcar construction contract has been executed and Notice to Proceed was issued on March 4, 2019, and construction activities are underway. Activities this quarter included coordinating with third parties on utility relocation, deck pouring on the Westminster and Santa Ana River bridges, hand digging and surveying of the Overhead Contact System (OCS) pole foundations, welding rail sticks into rail strings, inspecting the first article for the vehicle truck assembly, reviewing final design of the remaining vehicle components, and continuing coordination with the FTA. Construction is anticipated to be completed in 2022. See [page 29](#) for more information.



MEASURE M2 PROGRESS REPORT

Bristol Street Transit Corridor Study

The study is focused on Bristol Street between West 17th Street and Sunflower Avenue (South Coast Metro), and connections to John Wayne Airport and the Santa Ana Regional Transportation Center. In prior quarters, the study analyzed existing conditions and future demand and developed six conceptual transit alternatives for the Bristol Street Corridor. In October 2019, the Board requested that further evaluation of the two streetcar alternatives be put on hold until the Board has an opportunity to review the Transit Master Plan short-term action plan. This quarter, the team focused on completing the technical evaluations of the four bus alternatives.

6. Provide up to \$115 million in funding to expand mobility choices for seniors and persons with disabilities (Project U).

Approximately \$45.9 million¹ has been provided for the Senior Mobility Program (SMP), the Senior Non-Emergency Medical Transportation (SNEMT) Program, and the Fare Stabilization Program since the Next 10 Plan adoption. See [page 31](#) for more information.

¹ Only includes disbursed funds. On October 12, 2020, the Board approved a temporary exception to the Senior Mobility Program guidelines, which allows for OCTA to hold allocations in reserve for agencies with suspended services due to the COVID-19 pandemic. The funds will be held until the State lifts the State of Emergency or transportation services resume, whichever occurs first.

7. Work with local agencies to develop a plan for the next community circulator projects to provide grant opportunities for local agencies to implement effective local transit services (Project V).

The Board has authorized four calls in total since M2 inception, with two occurring since the adoption of the original Next 10 Plan. During the Next 10 Plan period, the Board awarded 15 projects for a total of \$15.3 million. This included the fourth Project V call, which was programmed by the Board on April 13, 2020. The Board programmed six local agency projects under the capital and operating reserve category and three local agency projects under the planning category for a combined total of approximately \$9.2 million.

OCTA receives ridership reports from local agencies on a regular basis to monitor the success of awarded services against performance measures adopted by the Board. Currently, two services are active, and all other remaining active services have been suspended (or were not initiated). It is unclear when these services will be reinitiated. During this quarter, OCTA staff met with local agency project managers and discussed potential program revisions which will need to be evaluated and finalized by the Board in early 2021, to support the program in a post COVID-19 environment. Discussions focused on the need to extend Project V grants in order to hold local agencies harmless for the period during the pandemic when they were precluded from operating, and potentially revising minimum performance requirements, and allowing for escalation of the reimbursement subsidy and annual fiscal year funding caps.

Staff continues to work with local jurisdictions through letters of interest requests, workshops, CTFP Guidelines revisions, and calls, to fine-tune this program and facilitate successful project implementation, especially in light of the COVID-19 pandemic. For additional details and information on current project program performance and service, see [page 33](#).



MEASURE M2 PROGRESS REPORT

8. Allocate up to \$7 million in funding to improve the top 100 busiest bus stops and support the modernization of the bus system to enhance the customer experience (Project W).

Through three calls, the Board has approved Project W funds to support implementation of amenity improvements at busy transit stop locations on the OCTA system. Since adoption of the original Next 10 Plan, the Board has programmed \$1.9 million in Project W funds for 69 stops. The program is designed to ease transfers between public transit lines and provide passenger amenities such as installation of benches or seating, shelters, improved lighting, and other passenger related amenities. See [page 34](#) for more information.

9. Ensure the ongoing preservation of purchased open space (Preserves) which provides comprehensive mitigation of the environmental impacts of freeway improvements and higher-value environmental benefits in exchange for streamlined project approvals (Projects A-M).

The Freeway Mitigation Program Preserves includes seven properties (1,300 acres) and 12 restoration projects (350 acres). In 2017, OCTA received biological resource permits after completing a state and federal Natural Community Conservation Plan/Habitat Conservation Plan (Conservation Plan) for the Environmental Mitigation Program, allowing streamlined project approvals for the freeway improvement projects. The Conservation Plan also includes a streamlined process for coordination of streambed alteration agreements. In 2018, OCTA secured programmatic permits and assurances for federal and state clean water permitting requirements. Receipt of these permits represent the culmination of years of collaboration and support by the Board, environmental community, and regulatory agencies.

To ensure ongoing preservation of the open space, an endowment was established to pay for the long-term management of the Preserves with annual deposits of approximately \$2.9 million. In July 2020, OCTA made its fifth endowment deposit. Quarterly investment reports are provided to the Board, with the most recent one in December 2020. The next report is anticipated to be presented to the Board in March 2021. As of December 31, 2020, the endowment balance is \$17,664,006. For more details, see the project updates on [page 35](#).

10. Work with the Environmental Cleanup Allocation Committee (ECAC) to develop the next tiers of water quality programs, with a goal of providing \$40 million in grants to prevent the flow of trash, pollutants, and debris into waterways from transportation facilities. In addition, focus on improving water quality on a regional scale that encourages partnerships among the local agencies as part of the Environmental Cleanup Program (ECP) (Project X).

Since adoption of the original Next 10 Plan, OCTA has issued four calls for Tier 1 ECP projects. With four calls complete, the Board has awarded approximately \$10.4 million, funding 51 projects. The next Tier 1 call is scheduled to be released in February 2021. Despite the economic impacts from COVID-19, staff is moving forward with the annual \$2.8 million Tier 1 calls, but will continue to analyze revenues for future calls. Staff is assessing the timing of a future Tier 2 call. It was anticipated, prior to the most recent pandemic events, that a Tier 2 call could take place in FY 2020-21 or FY 2021-22. For more details, see the project updates on [page 35](#).

Upcoming activities:

- Project X – Issue 2021 Tier 1 call for projects



FREWAYS

INTERSTATE 5 (I-5) PROJECTS ▾

Segment: I-5, SR-55 to SR-57

PROJECT A

Status: Substantial Construction Complete

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project increased high-occupancy vehicle (HOV) capacity by adding a second HOV lane in both directions along I-5 between SR-55 and SR-57 for approximately three miles in the City of Santa Ana. Construction began on February 20, 2019. During the quarter, construction activities included electrical work, signage installation, and construction of the median barrier. This work culminated in the opening of the second northbound HOV lane in July 2020 and the second southbound HOV lane in August 2020. The project was substantially completed in late 2020, with Caltrans Relief of Maintenance expected in early 2021.

I-5, I-405 to SR-55 is one project broken into two segments in early 2020. The Final Environmental Document (ED) was approved on January 7, 2020. The Design Standard Decision Document (DSDD) was approved on February 19, 2020 and the Final Project Report was approved on February 28, 2020. This project was approved by the Board in the 2019 updated Next 10 Plan to advance through construction.

Segment: I-5, I-405 to Yale Avenue

PROJECT B

Status: Environmental Phase Complete; RFP for design consultant services initiated

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: The I-5, I-405 to Yale Avenue (Segment 1) project will add an additional general-purpose lane in both directions, improve interchanges, and replace and add new auxiliary lanes, where needed, in the City of Irvine. On June 8, 2020, the Board approved the Final Design Cooperative Agreement between OCTA and Caltrans for the I-5, I-405 to SR-55 Project. The Request for Proposals (RFP) for consultant final design services was released on December 14, 2020. Final design services are anticipated to begin in mid to late 2021.

Segment: I-5, Yale Avenue to SR-55

Status: Environmental Phase Complete; Design Proposals Under Review

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: The I-5, Yale Avenue to SR-55 (Segment 2) project will add an additional general-purpose lane in both directions, improve interchanges, and replace and add new auxiliary lanes, where needed, in the cities of Irvine and Tustin. The Board approved the RFP release for consultant final design services on June 22, 2020 and awarded the contract on November 9, 2020. Final design services are anticipated to begin in spring 2021.



FREEWAYS

PROJECT C AND PART OF PROJECT D

I-5, Avenida Pico to San Juan Creek Road is one project broken into three segments.

Segment: I-5, Avenida Pico to Avenida Vista Hermosa/Avenida Pico Interchange

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



Summary: This segment added a carpool lane in each direction of I-5 between Avenida Vista Hermosa and Pacific Coast Highway (PCH) for approximately 2.5 miles in the City of San Clemente and reconstructed on- and off-ramps at Avenida Vista Hermosa and Camino de Estrella. Construction began in September 2014 and all three segments of the I-5 between Avenida Pico to San Juan Creek were opened to traffic on March 13, 2018. The project was officially completed on July 31, 2017, and the one-year plant establishment period for this segment was completed in May 2018.

Segment: I-5, Avenida Vista Hermosa to Pacific Coast Highway

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



Summary: This segment added a carpool lane in each direction of I-5 between Avenida Vista Hermosa and Pacific Coast Highway (PCH) for approximately 2.5 miles in the City of San Clemente, and reconstructed on- and off-ramps at Avenida Vista Hermosa and Camino de Estrella. Construction began in September 2014 and all three segments of the I-5 between Avenida Pico to San Juan Creek Road were opened to traffic on March 13, 2018. The project was officially completed on July 31, 2017, and the one-year plant establishment period for this segment was completed in May 2018.

Segment: I-5, Pacific Coast Highway to San Juan Creek Road

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



Summary: This segment added one carpool lane in each direction of I-5 between PCH and San Juan Creek Road for approximately 2.5 miles in the cities of Dana Point, San Clemente, and San Juan Capistrano. Project improvements also reconstructed the on- and off-ramps at PCH/Camino Las Ramblas. Construction began in March 2014 and all three segments of the I-5 between Avenida Pico to San Juan Creek were opened to traffic on March 13, 2018. The project was officially completed on July 3, 2018, and the one-year plant establishment period for this segment was completed in March 2019.



FREWAYS

I-5, SR-73 to El Toro Road is one project broken into three segments in early 2018. With a cost estimate for this project of \$557.11 million, the project was above the \$500 million threshold for a “Major Project” designation, as determined by the Federal Highway Administration (FHWA). Major projects require a Cost Estimate Review (CER) workshop. A CER was conducted by the FHWA, Caltrans, and OCTA in February 2018 and resulted in an estimated project cost of \$612.6 million. The OCTA cost estimate for the three segments is currently \$577.1 million.

Segment: I-5, SR-73 to Oso Parkway/Avery Parkway Interchange

Status: Construction Underway - 17% Complete

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project will make improvements along I-5 between SR-73 and Oso Parkway in the cities of Laguna Hills, Laguna Niguel, and Mission Viejo. The improvements include the addition of a 2.2-mile general-purpose lane in each direction and reconstruction of the Avery Parkway Interchange (part of Project D). The project was awarded on December 19, 2019, and the first working day was March 10, 2020. During the quarter, the contractor removed portions of the existing Avery Parkway bridge and shifted traffic to the west side in both directions. The contractor continued work on several retaining walls in both directions. In addition, Caltrans and OCTA have continued coordinating utility work with San Diego Gas and Electric.

Segment: I-5, Oso Parkway to Alicia Parkway/La Paz Road Interchange

Status: Construction Underway – 31% Complete

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project will make improvements along I-5 between Oso Parkway and Alicia Parkway in the cities of Mission Viejo, Laguna Hills, and Lake Forest. The improvements include the addition of a 2.6-mile general-purpose lane in each direction and the reconstruction of the La Paz Road Interchange (Part of Project D). The construction contract was awarded on April 4, 2019 and the first working day was May 29, 2019. Activities this quarter include working on several retaining walls in both directions, grading of slopes on northbound I-5, and the completion of pile driving for the northbound portion of the new La Paz bridge. In addition, staff continued coordination of the service contract with Southern California Regional Rail Authority/ Metrolink.

Segment: I-5, Alicia Parkway to El Toro Road

Status: Design Complete; Construction Contract Awarded

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project will make improvements along I-5 between Alicia Parkway to El Toro Road in the cities of Lake Forest, Laguna Hills, and Laguna Woods. The improvements include extension of the second HOV lane between El Toro Road and Alicia Parkway in both northbound and southbound directions. The construction contract was awarded on September 23, 2020 and approved on October 13, 2020. The contractor is anticipated to start clear and grub activities in early 2021. In addition, staff continued coordination with Southern California Edison for relocation of their existing facilities and with Caltrans on ROW and utility relocations.

FREWAYS

This project will update and improve key I-5 interchanges at Avenida Pico, Ortega Highway, Avery Parkway, La Paz and El Toro Road. Three interchange improvements at La Paz, Avery Parkway and Avenida Pico are included and discussed as part of the respective segments in Project C.

Segment: I-5, Ortega Highway Interchange

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



PROJECT D

Summary: Construction began in February 2013 to reconstruct the SR-74 Ortega Highway Bridge over I-5 and improve local traffic flow along SR-74 and Del Obispo Street in the City of San Juan Capistrano. All lanes on the new bridge were opened to traffic on September 4, 2015. A dedication ceremony was held on October 1, 2015. The project was officially completed on January 15, 2016.

Segment: I-5, El Toro Interchange

Status: Environmental Phase In Review

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: Caltrans is the lead in the environmental phase of this project, which includes the study of four build alternatives that consider modifications to the existing interchange, ranging from an I-5 southbound direct connector to El Toro Road to modifications to how existing on- and off-ramp intersections operate. The project area includes the cities of Laguna Hills, Laguna Woods, and Lake Forest, who are direct stakeholders of the project improvements. The study began in April 2017 and the Draft Initial Study/Environmental Assessment was completed in March 2019. The three stakeholder cities were not in consensus on a preferred alternative and costs identified for the remaining alternatives were significantly higher than the assumed cost in the Next 10 Plan, which created additional challenges. The environmental phase was anticipated to be completed in late 2019, however without the cities' consensus, OCTA does not support finalization of the document. OCTA requested Caltrans put completion of the ED on hold until the consultant retained by OCTA provides further assessment of the alternatives to help facilitate reaching an agreement. The project kick-off meeting was held on September 16, 2020. Major activities this quarter include the preparation of five new alternatives to study and the finalization of the scoring criteria. The project development team also held a geometric workshop with Caltrans to review the new alternatives and to identify potential design issues. A Draft Final Alternatives Assessment and the study is anticipated to be completed in early 2021.



FREWAYS

STATE ROUTE 22 (SR-22) PROJECTS ▾

PROJECT E

Segment: SR-22 Access Improvements

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



Summary: Completed in 2008, Project E made improvements at three key SR-22 interchanges (Brookhurst Street, Euclid Street, and Harbor Boulevard) in the City of Garden Grove to reduce freeway and street congestion in the area. This M2 project was completed early as a “bonus project” provided by the original Measure M (M1).

STATE ROUTE 55 (SR-55) PROJECTS ▾

PROJECT F

Segment: SR-55, I-405 to I-5

Status: Design Phase Underway - 98% Complete

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project will widen SR-55 between I-405 and I-5 in the cities of Irvine, Santa Ana, and Tustin. The improvements will include a four-mile general purpose lane and a second HOV lane in both directions between the I-405 and I-5. Auxiliary lanes will be added and extended in some segments within the project limits. Through a cooperative agreement, Caltrans and OCTA’s consultant initiated the design together and on April 29, 2020, the 100 percent design was submitted. The cooperative agreement was subsequently revised to transfer the Supplemental Fact Sheet task from Caltrans to OCTA. The final Supplemental Fact Sheet and final design approval are anticipated in spring 2021. Due to complex ROW challenges, right-of-way certification is anticipated to be completed by fall 2021 with construction beginning in early 2022. This quarter, three resolutions of necessities were approved by the Board. In addition, the Board approved the release of the request for proposals for construction management support services on October 26, 2020.

The Board has approved \$103 million in federal funds and OCTA has received \$80 million in state funds through the 2018 State Transportation Improvement Plan (STIP). In addition, Caltrans has committed \$42.7 million in SHOPP funds. On December 3, 2020, the California Transportation Commission awarded \$140 million in SB 1 (Chapter 5, Statutes of 2017) competitive funds to OCTA for the construction phase of this project.



FREWAYS

Segment: SR-55, I-5 to SR-91

Status: Environmental Phase Complete

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project is studying approximately 7.5 miles of SR-55 between I-5 and SR-91 in the cities of Anaheim, Orange, Santa Ana, and Tustin. The environmental study looked at the addition of one general-purpose lane in each direction between SR-22 and the I-5 and operational improvements between SR-22 and SR-91.

The environment phase of the project was completed with the approval of the DSDD, the Final ED, and the Final Project Report documents on March 30, 2020. This project was approved by the Board in the 2019 updated Next 10 Plan to advance through construction. Release of the RFP for final design services is anticipated in summer 2021.

STATE ROUTE 57 (SR-57) PROJECTS ▾

PROJECT G

Segment: SR-57 Northbound, Katella Avenue to Lincoln Avenue

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



Summary: This project increased capacity and improved operations on northbound SR-57 between Katella Avenue and Lincoln Avenue in the City of Anaheim with the addition of a new three-mile general purpose lane, on- and off-ramp improvements, and soundwalls. Bridges at Katella Avenue and Douglas Road were also widened in the northbound direction. The project opened to traffic on November 19, 2014 and was completed on April 21, 2015.

Segment: SR-57 Northbound, Orangethorpe Avenue to Yorba Linda Boulevard

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



Summary: This project increased capacity and improved operations on northbound SR-57 with a new 2.5-mile northbound general-purpose lane between Orangethorpe Avenue in the City of Placentia to Yorba Linda Boulevard in the City of Fullerton. In addition to the new lane, capital improvements included reconstruction of northbound on- and off-ramps, widening of seven bridges, and the addition of soundwalls. The project opened to traffic on April 28, 2014 and was completed on November 6, 2014.



FREEWAYS

Segment: SR-57 Northbound, Yorba Linda Boulevard to Lambert Road

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



Summary: This project improved capacity, operations, and traffic flow on SR-57 with the addition of a new 2.5-mile northbound general-purpose lane between Yorba Linda Boulevard in the City of Fullerton and Lambert Road in the City of Brea. Additional project benefits included on- and off-ramp improvements, the widening and seismic retrofit (as required) of six bridges in the northbound direction and the addition of soundwalls. Existing lanes and shoulders were also widened to standard widths, enhancing safety for motorists. The project opened to traffic on September 23, 2013 and was completed on May 2, 2014.

Segment: SR-57 Northbound, Lambert Road to Tonner Canyon Road

Status: Schedule TBD

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: Caltrans previously completed a Project Study Report/Project Development Support document for the Lambert Road to Tonner Canyon Road segment, which would add a northbound truck-climbing lane (approximately 2.5 miles) in the City of Brea. The project will require coordination with Los Angeles County Metropolitan Transportation Authority (LA Metro) on planned improvements or related work across the county line. The mainline project includes interchange and ramp improvements at Lambert Road. Through the SB 1 Trade Corridor Enhancement Program, funds were allocated to initiate the construction phase for interchange improvements at Lambert Road which will complement and serve as a first phase to the freeway improvement project. Construction began in mid-2019 and is anticipated to be completed at the end of 2021. Phase 2, which is the mainline improvement, was initially approved for STIP funding in March 2018 to initiate the environmental phase. However, due to the 2019 STIP reduction, funding was shifted to cover projects already underway. The schedule for this project will be updated during the annual M2 cash flow review and Next 10 Plan update.

Segment: SR-57 Northbound, Orangewood Avenue to Katella Avenue

Status: Environmental Phase Complete

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project studied the addition of a new one-mile northbound general-purpose lane on SR-57 from Orangewood Avenue to Katella Avenue in the cities of Anaheim and Orange. The northbound general-purpose lane would join the northbound general-purpose lane, which was opened to traffic in 2014 between Katella Avenue and Lincoln Avenue. The Final ED and Final Project Report were approved on March 29, 2019. This project was approved by the Board in the 2019 updated Next 10 Plan to advance through construction. Release of the RFP for final design services is anticipated in spring 2021.



FREEWAYS

STATE ROUTE 91 (SR-91) PROJECTS ▾

Segment: SR-91 Westbound, I-5 to SR-57

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



PROJECT H

Summary: This project increased capacity in the westbound direction of SR-91 by adding an additional 4.5-mile general purpose lane in the westbound direction between the cities of Anaheim and Fullerton and provided operational improvements at on- and off-ramps between Brookhurst Street and State College Boulevard. The project was opened to traffic on March 7, 2016 and was completed on June 23, 2016.

Segment: SR-91, SR-55 to Tustin Avenue Interchange

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



PROJECT I

Summary: This project improved traffic flow at the SR-55/SR-91 interchange by adding a westbound auxiliary lane beginning at the northbound SR-55 to westbound SR-91 connector through the Tustin Avenue interchange in the City of Anaheim in the approximately two-mile area. The project reduced weaving congestion in the area and included reconstruction of the westbound side of the Santa Ana River Bridge to accommodate the additional lane. The project was opened to traffic on May 14, 2016 and was completed on July 15, 2016.

SR-91, between SR-55 and SR-57 is one project broken into three segments in late 2020. The Final ED was approved on June 22, 2020. The DSDD and the Final Project Report were both approved on June 24, 2020. This project was approved by the Board in the Next 10 Plan to advance through construction and will be funded with 91 Express Lanes excess revenue.

Segment: SR-91, SR-55 to Lakeview Avenue

Status: Design Phase Underway

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: The SR-91, SR-55 to Lakeview Avenue (Segment 1) project will provide westbound operational improvements which includes realignment of the existing westbound SR-91 on- and off-ramps, add a new on-ramp from the Lakeview Avenue overcrossing bridge to connect directly to southbound SR-55, and construction of a barrier to separate westbound SR-91 from SR-55. With the proposed improvements, the existing Lakeview Avenue overcrossing bridge is anticipated to be replaced with a new bridge. The design of this project was initiated on March 30, 2020. This quarter, the design team completed performing surveys, collected existing information, worked on geometric design and submitted the 35 percent roadway design.



FREEWAYS

Segment: SR-91, La Palma Avenue to SR-55

Status: Design Phase Underway

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: The SR-91, La Palma Avenue to SR-55 (Segment 2) project will provide an additional eastbound general-purpose lane, replace the eastbound shoulder and restore auxiliary lanes as needed throughout the project limits. With the proposed improvements, the existing Kraemer Boulevard and Tustin Avenue overcrossing bridges are anticipated to be replaced with new bridges. The design of this project was initiated on June 17, 2020. This quarter, the design team continued to work on obtaining permits, performing surveys, collecting existing information, and geometric design.

Segment: SR-91, Acacia Street to La Palma Avenue

Status: Design Phase Underway

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: The SR-91, Acacia Street to La Palma Avenue (Segment 3) project will provide westbound operational improvements by adding a fourth general-purpose lane along westbound SR-91 from the northbound SR-57 to westbound SR-91 connector, extending the southbound SR-57 to westbound SR-91 connector auxiliary lane through the State College Boulevard interchange, tying in to the existing westbound SR-91 auxiliary lane west of State College Boulevard, and reconfiguring the westbound SR-91 to SR-57 connector to provide dedicated exits to SR-57. With the proposed improvements, the existing La Palma Avenue overcrossing bridge will be replaced with a new bridge. The design of this project was initiated November 30, 2020.

Segment: SR-91, SR-55 to SR-241

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



PROJECT J

Summary: This segment added six miles in the westbound and eastbound direction to a key stretch of SR-91 between SR-55 and SR-241 in the cities of Anaheim and Yorba Linda. In addition to adding 12 lane miles to SR-91, the project also delivered a much-needed second eastbound exit lane at Lakeview Avenue, Imperial Highway, and Yorba Linda Boulevard/Weir Canyon Road off-ramps. Beyond these capital improvements, crews completed work on safety barriers, lane striping, and soundwalls. Completion of this project in March 2013 meant a total of 18 lane miles have been added to SR-91 since December 2010. The project opened to traffic in December 2012 and was completed on March 5, 2013.



FREWAYS

Segment: SR-91, SR-241 to SR-71

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



Summary: This segment added six miles through a key stretch of SR-91 between Orange County's SR-241 and Riverside County's SR-71. The project improves mobility and operations by reducing traffic weaving from traffic exiting at SR-71 and Green River Road. An additional eastbound lane on SR-91 was added and all existing eastbound lanes and shoulders were widened. The project opened to traffic on December 2, 2010 and was completed January 31, 2011. Because this project was shovel-ready, OCTA was able to obtain American Recovery and Reinvestment Act funding for this M2 project, saving M2 revenues for future projects.

Segment: SR-91, SR-241 to I-15

Status: RCTC's Design-Build - Initial Phase Complete March 20, 2017. Alternatives Analysis Underway

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: Freeway improvements that cross county lines require close coordination to maintain seamless travel. This project adds one general purpose lane (bringing the total to six lanes in each direction) on SR- 91 between SR-241 and I-15. Since the SR-91 corridor is one of the busiest in the region, implementation of this project requires constructing the improvements under multiple segments to coordinate improvements and to capitalize on available funding. While the portion of this project between SR-241 and the Orange County/ Riverside County line is part of OCTA's OC Go Project J, the matching segment between the county line and SR-71 is part of RCTC's Measure A. The sixth lane addition requires joint implementation to ensure smooth delivery of the project. With significant SR-91 freeway improvements taking place as a result of both counties' sales tax measures, the construction timing of the additional general purpose lane between SR-241 and SR-71 was anticipated to take place post-2035. However, RCTC requested OCTA's support to accelerate a portion of the ultimate project in the westbound direction (in Orange County) to address a bottleneck issue affecting the City of Corona. With OCTA's support, RCTC has been developing the 91 Corridor Operation Project, which began construction in late 2020 and is anticipated to be completed in late 2021. In addition, OCTA and RCTC will be jointly conducting a feasibility study to determine how best to implement the sixth general-purpose lane while minimizing environmental and construction impacts in the eastbound direction between SR-241 and SR-71. On October 10, 2019, the RFP was released for the SR-91 (SR-241 to SR-71) Eastbound Geometric and Design Alternatives Analysis. The consultant recommendation was approved by the Board on February 10, 2020, and a Notice to Proceed was provided on May 5, 2020. The Alternatives Analysis is anticipated to be completed in August 2021.



FREWAYS

INTERSTATE 405 (I-405) PROJECTS ▾

PROJECT K

Segment: I-405, SR-73 to I-605

Status: Design-Build Underway

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: OCTA and Caltrans are working together to widen I-405 through the cities of Costa Mesa, Fountain Valley, Garden Grove, Huntington Beach, Los Alamitos, Seal Beach and Westminster in the approximately 16-mile project area. These improvements will add one general purpose lane, add a second lane to be combined with the existing HOV lane to provide a dual express lanes facility, and improve the local interchanges along the corridor from SR-73 to I-605.²

During the quarter, work continued on ROW acquisition, utility coordination, public outreach, installation of drainage systems, retaining walls, paving, and bridge construction. Design is substantially complete with the review of various design and construction submittals ongoing. OCTA's toll lanes system integrator, Kapsch, is under contract and working with OCTA and the design-builder. Two one-stage bridges were completed at Bushard Street and McFadden Avenue in October 2020 and construction continued at Edinger Avenue, Edwards Street, and Talbert Avenue. Two-stage bridges (partially closed but allow throughway traffic during construction) at Bolsa Chica Road, Fairview Road, Goldenwest Street, Magnolia Street, and Westminster Boulevard are also underway. In addition to one- and two-stage bridges, construction to widen the existing freeway bridges on the Beach Boulevard/Bolsa Avenue railroad crossing, old Navy railroad crossing, and at the Santa Ana River and Harbor Boulevard bridges are ongoing. The construction of the Heil Street pedestrian overcrossing is also underway. Public outreach, through virtual neighborhood meetings continues to be held to discuss construction activities. Construction is scheduled to be completed in 2024.

²The general purpose lane portion of the project is an M2 project and will be funded by a combination of local, state and federal funds, with the express lanes portion of the project financed and paid for by those who choose to pay a toll and use the 405 Express Lanes.

Segment: I-405, I-5 to SR-55

PROJECT L

Status: Environmental Phase Complete

Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: This project studied the addition of general-purpose lanes for approximately 8.5-miles along the I-405 corridor between I-5 and SR-55 in the City of Irvine. The project development team reviewed the alternatives and public comments received during public circulation and as a result of the effort, recommended adding one general purpose lane in each direction. The final Project Report and ED were completed in August 2018. The Next 10 Plan sets direction through 2026 and is reviewed annually. As projects listed are completed and schedules and revenues are reviewed, the Board adopts an updated delivery plan providing direction on project advancement. To ensure coordination with other projects planned for construction and to avoid unreasonable impacts to the public, this project is currently scheduled to be constructed beyond the Next 10 Plan timeframe.



FREEWAYS

INTERSTATE 605 (I-605) PROJECTS ▼

Segment: I-605, Katella Interchange Improvements

Status: Environmental Phase Complete; Design Consultant Selected

Contact: Rose Casey, Capital Projects • (714) 560-5729

PROJECT M

Summary: This project will improve freeway access and the arterial connection to I-605 at Katella Avenue in the City of Los Alamitos and the County of Orange. Improvements under this project will include enhancements at the on- and off-ramps in addition to operational improvements on Katella Avenue at the I-605 Interchange. The final ED was approved in October 2018 and the final Project Report was approved in November 2018. This project was approved by the Board in the 2019 Next 10 Plan update to advance through construction. The Board approved the release of the RFP for design services on April 13, 2020 and a contract was awarded on August 10, 2020. Design efforts are anticipated to begin in early 2021.

FREEWAY SERVICE PATROL ▼

Status: Service Ongoing

Contact: Cliff Thorne • (714) 560-5975

PROJECT N

Summary: Freeway Service Patrol (FSP) provides assistance to motorists whose vehicles have become disabled on Orange County freeways and removes congestion-causing debris from traffic lanes to reduce freeway congestion and collisions. In June 2012, M2 began supporting FSP with local funds to maintain existing service levels and expand services through 2041. During the quarter, FSP provided 12,752³ services. Since June 2012, FSP has provided a total of 581,029³ services on the Orange County freeway system.

³Service calculations are based on all services provided as FSP is funded by M2 and external sources.



STREETS AND ROADS

REGIONAL CAPACITY PROGRAM ▼

Status: 2021 Call for Projects (Call) Applications Under Review

PROJECT O

Contact: Joseph Alcock, Planning • (714) 560-5372

Summary: This program, in combination with required local matching funds, provides funding for improvements on Orange County’s Master Plan of Arterial Highways. Since 2011, 155 projects totaling more than \$319 million including \$24 million in external funding, have been awarded through ten calls by the Board. On August 10, 2020, the Board approved the release of the 2021 call. Applications were received on October 22, 2020 and are currently under review. Recommendations to the Board for approval are anticipated in spring 2021.



OC Bridges Railroad Program

This program built seven grade separations (either under or over passes) where high-volume streets are impacted by freight trains along the BNSF Railroad in north Orange County. With all seven grade separations open to traffic, an OC Bridges completion ceremony was held on October 24, 2017. On July 13, 2020, the Board approved program closeout and budget adjustment to \$667.7 million in committed M2 and external funds for all seven of the OC Bridges Program grade separation projects. Minor activities this quarter include the closeout of two projects.

Segment: Kraemer Boulevard Grade Separation

Status: PROJECT COMPLETE



Contact: Rose Casey, Capital Projects • (714) 560-5729

Summary: The project located at Kraemer Boulevard grade-separated the local street from railroad tracks by building an underpass for vehicular traffic under the railroad crossing in the cities of Anaheim and Placentia. Construction began in January 2012 and opened to public traffic on June 28, 2014. Construction acceptance was obtained by the cities of Anaheim and Placentia in December 2014. OCTA turned over the maintenance of responsibilities to the cities and completed the one-year warranty in December 2015 with no issues or claims identified. Funding reimbursement and closeout have been completed.



STREETS AND ROADS

Segment: Lakeview Avenue Grade Separation

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



Summary: The project located at Lakeview Avenue grade-separated the local street from railroad tracks by building a bridge for vehicular traffic over the railroad crossing and reconfiguring the intersection of Lakeview Avenue and Orangethorpe Avenue in the cities of Anaheim and Placentia. Construction began in March 2014 and opened to public traffic on June 6, 2017. Construction acceptance was obtained from the cities of Anaheim and Placentia in June 2018. OCTA turned over the maintenance responsibilities to the cities and completed the one-year warranty on some constructed items. The one-year warranty was extended to July 2019 for some minor repair items. The Board approved a final claim resolution in July 2019. Funding reimbursement and closeout have been completed.

Segment: Orangethorpe Avenue Grade Separation

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



Summary: The project located at Orangethorpe Avenue grade-separated the local street from railroad tracks by building a bridge for vehicular traffic over the railroad crossing in the cities of Anaheim and Placentia. Construction began in April 2013 and was opened to public traffic on June 23, 2016. Construction acceptance was obtained from the cities of Anaheim and Placentia on October 2016. OCTA turned over the maintenance of responsibilities to the cities and completed the one-year warranty on the majority of constructed items. The one-year warranty was extended to June 2019 for some minor repair items. No additional issues or repairs were identified. Funding reimbursement and closeout have been completed.

Segment: Placentia Avenue Grade Separation

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



Summary: The project located at Placentia Avenue grade-separated the local street from railroad tracks by building an underpass for vehicular traffic under the railroad crossing in the City of Placentia. Construction began in January 2012 and opened to public traffic on March 12, 2014. Construction acceptance was obtained from the cities Anaheim and Placentia in December 2014. OCTA turned over the maintenance of responsibilities to the cities and completed the one-year warranty in December 2015 with no issues or repairs identified. Funding reimbursement and closeout have been completed.

STREETS AND ROADS

Segment: Raymond Avenue Grade Separation

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



Summary: The project located at Raymond Avenue grade-separated the local street from railroad tracks by building an underpass for vehicular traffic under the railroad crossing in the City of Fullerton. The City of Fullerton managed construction while OCTA provided construction oversight, public outreach, railroad coordination, and ROW support. Construction began in May 2014 and opened to public traffic on October 2, 2017. Construction acceptance was obtained from the City of Fullerton in May 2018. OCTA turned over the maintenance responsibilities to the City of Fullerton and completed the one-year warranty on constructed items. Activities this quarter include project closeout with BNSF and processing final invoices. Funding reimbursement and closeout are ongoing.

Segment: State College Boulevard Grade Separation

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



Summary: The project located at State College Boulevard grade-separated the local street from railroad tracks by building an underpass for vehicular traffic under the railroad crossing in the City of Fullerton. The City of Fullerton managed construction while OCTA provided construction oversight, public outreach, railroad coordination, and ROW support. Construction began in May 2014 and opened to public traffic on November 1, 2017. Construction acceptance was obtained from the City of Fullerton in March 2018. OCTA turned over the maintenance responsibilities to the City of Fullerton and completed the one-year warranty on constructed items. Activities this quarter include processing final invoices. Funding reimbursement and closeout are ongoing.

Segment: Tustin Avenue/Rose Drive Grade Separation

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



Summary: The project located at Tustin Avenue/Rose grade-separated the local street from railroad tracks by building a bridge over the railroad crossing for vehicular traffic in the cities of Anaheim and Placentia. Construction began in April 2013 and opened to public traffic on December 7, 2015. Construction acceptance was obtained from the cities of Anaheim and Placentia in October 2016. OCTA turned over the maintenance responsibilities to the cities and completed the one-year warranty on the majority of constructed items. The one-year warranty was extended to November 2018 for some minor repair items. No additional issues or repairs were identified. Funding reimbursement and closeout have been completed.



STREETS AND ROADS

REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM ▼

Status: 2021 Call Applications Under Review

Contact: Anup Kulkarni, Planning • (714) 560-5867

PROJECT P

Summary: This program provides funding and assistance to implement multi-agency signal synchronization. The target of the program is to regularly coordinate a network of over 2,000 signalized intersections along 750 miles of roadway within Orange County. OCTA also leverages external funding to further enhance the efficiency of the street grid and reduce travel delay.

To date, OCTA and local agencies have synchronized more than 3,000 intersections over more than 772 miles of streets (89 completed projects). Through ten calls, 101 projects totaling more than \$107.4 million have been awarded. Overall, OCTA has funded 120 projects totaling more than \$132.3 million, including \$25.5 million in leveraged external funding.

On August 10, 2020, the Board approved the release of the 2021 call. Applications were received on October 22, 2020 and are currently under review. Recommendations to the Board for approval are expected in spring 2021.

LOCAL FAIR SHARE ▼

Status: Ongoing

Contact: Ben Torres, Finance • (714) 560-5692

PROJECT Q

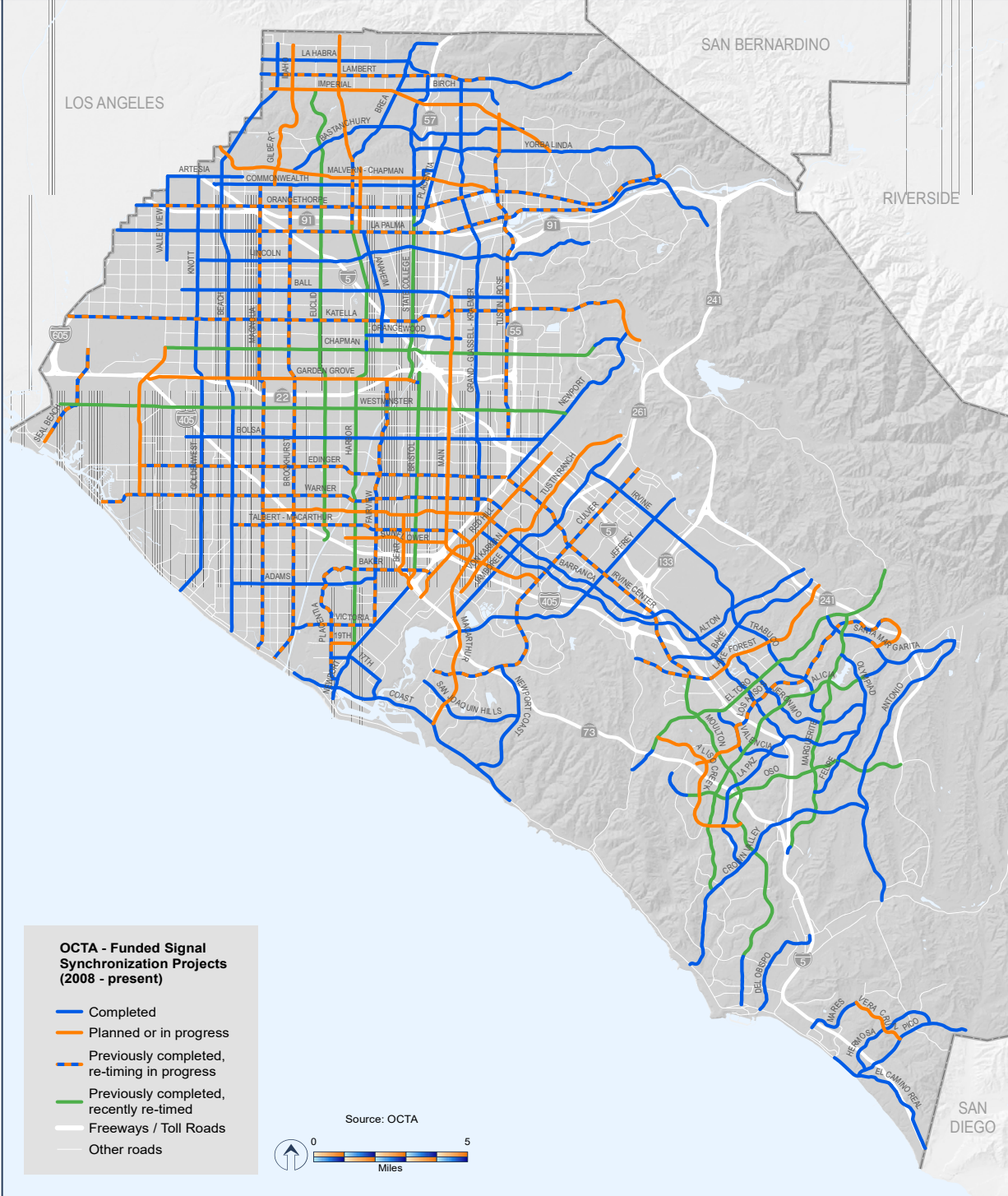
Summary: To help cities and the County of Orange keep up with the rising cost of repairing the aging street system, this program provides flexible funding intended to augment, not replace, existing transportation expenditures by the cities and the County. Annually, all local agencies are reviewed to determine eligibility to receive M2 funds. All local agencies have been found eligible to receive Local Fair Share funds. On a bimonthly basis, 18 percent of net revenues are allocated to local agencies by formula. Approximately \$475.6 million in Local Fair Share payments have been provided to local agencies as of the end of this quarter.

See [pages 49-50](#) for funding allocation by local agency.



STREETS AND ROADS

OCTA-Funded Signal Synchronization Projects (2008 - Present)



W:\Requests\PD\GIS\SP\PA\SIGNAL\Coordinate\mxd\FundedSignalSynchronProjects_2020-07-14.mxd



TRANSIT

HIGH FREQUENCY METROLINK SERVICE ▾

PROJECT R

Project R will increase rail services within the County and provide additional Metrolink service north of the City of Fullerton to the Los Angeles County line. The program provides for track improvements, the addition of trains and parking capacity, upgraded stations, and safety enhancements to allow cities to establish quiet zones along the tracks. This program also includes funding for grade crossing improvements at high volume arterial streets, which cross Metrolink tracks.

Project: Metrolink Grade Crossing Improvements

Status: PROJECT COMPLETE

Contact: Jennifer Bergener, Operations • (714) 560-5462



Summary: Enhancements at 50 of the designated 52 Orange County at-grade rail-highway crossings were completed in support of the Metrolink Service Expansion Program (MSEP) in October 2012. As a result of one private crossing which did not allow for OCTA to make enhancements and one street closure that eliminated the need for enhancements, the final count of enhanced rail-highway crossings was 50. Completion of the safety improvements provided each corridor city with the opportunity to establish a “quiet zone” at their respective crossings. Quiet zones are intended to prohibit the sounding of train horns through designated crossings, except in the case of emergencies, construction work, or safety concerns identified by the train engineer. The cities of Anaheim, Dana Point, Irvine, Orange, Santa Ana, San Clemente, San Juan Capistrano, and Tustin have established quiet zones within their communities.

Project: Metrolink Service Expansion Program

Status: Service Ongoing

Contact: Jennifer Bergener, Operations • (714) 560-5462

Summary: Following the completion of the MSEP improvements in 2012, OCTA deployed a total of ten new Metrolink intracounty trains operating between the cities of Fullerton and Laguna Niguel/Mission Viejo, primarily during the midday and evening hours.

In October 2019, several intracounty trains were extended to Los Angeles County to increase ridership through a redeployment of the trains without significantly impacting operating costs. However, in March 2020, all Metrolink services were impacted by the statewide enforcement of stay-at-home orders that resulted from the COVID-19 pandemic. Metrolink implemented temporary service reductions in March and November 2020 due to the decline in ridership. The three lines serving Orange County (Orange County, Inland Empire-Orange County, and the 91/Perris Valley lines) now operate 41 trains, a 24 percent reduction from 54 daily trains. Once ridership recovers following the pandemic, Metrolink and OCTA will reassess the service needs in Orange County and reinstate various trains.



TRANSIT

Rail Corridor and Station Improvements

Additionally, under MSEP, funding is provided for rail line and station improvements to accommodate increased service. Rail station parking lot expansions, better access to platforms, among other improvements have been made or are underway. For schedule information on station improvement projects, please see the CAP pages on [pages 53-57](#).



Segment: Anaheim Canyon Metrolink Station Improvements

Status: Design Plans Completed; Advertised for Construction

Contact: Jim Beil, Capital Programs • (714) 560-5646

Summary: This OCTA-led project will include construction of a second main track and platform, lengthening the existing platform, and improving pedestrian circulation. The project will also include the addition of benches, shade structures, and ticket vending machines. The design plans have been completed and the project was advertised for bids in October 2020. Construction of the project is anticipated to begin by April 2021 with completion anticipated in late 2022.

Segment: Fullerton Transportation Center Improvements

Status: PROJECT COMPLETE

Contact: Jim Beil, Capital Programs • (714) 560-5646



Summary: Completed early on, a new five-level parking structure was constructed to provide additional transit parking at the Fullerton Transportation Center for both intercity rail service and commuter rail passengers. This city-led project was completed on June 19, 2012. After completion, an elevator upgrade project was initiated with leftover savings. The elevator project modified the existing pedestrian bridge to add two new traction elevators, one on each side. The City of Fullerton was the lead on this project, which was completed May 1, 2019.

Segment: Laguna Niguel/Mission Viejo Metrolink Station Americans with Disabilities Act (ADA) Ramps

Status: PROJECT COMPLETE

Contact: Jim Beil, Capital Programs • (714) 560-5646



Summary: The Laguna Niguel/Mission Viejo station accessibility improvements project was completed in September 2017. Improvements included new ADA-compliant access ramps on either side of the pedestrian undercrossing and a unisex ADA-compliant restroom, vending machine room, and three passenger canopies. Construction acceptance from the cities was obtained on September 20, 2017.



TRANSIT

Segment: Orange Transportation Center Metrolink Parking Structure

Status: PROJECT COMPLETE

Contact: Jim Beil, Capital Programs • (714) 560-5646



Summary: This project includes a 608-space, five-level, shared use parking structure that is located on Lemon Street between Chapman Avenue and Maple Street in the City of Orange. Per a cooperative agreement between OCTA and the City of Orange, the City of Orange led the design phase, and OCTA led the construction phase of the project. Construction began on July 17, 2017 and was completed on February 15, 2019. A dedication ceremony was held on February 19, 2019.

Segment: New Placentia Metrolink Station and Parking Structure

Status: Design Complete - Ready for Advertisement subject to BNSF construction and maintenance agreement

Contact: Jim Beil, Capital Programs • (714) 560-5646

Summary: Plans for the proposed Placentia Metrolink Station Project were near completion when the City of Placentia requested to modify them to include a parking structure to be built where surface parking had been designed. On June 27, 2016, the Board approved a new cooperative agreement with the City of Placentia that revised the project's scope and budget, and with the changes the City of Placentia will contribute towards the cost. The station will include platforms, parking, a new bus stop, and passenger amenities. OCTA is the lead agency for design and construction of the project. The project will also include a third track which should assist with the on-time performance of train operations and provide operational flexibility for both freight and passenger trains. BNSF will be the lead on the rail construction. Design plans for the station are complete and will be ready to advertise for bidding once a construction and maintenance (C&M) agreement with BNSF is in place. Due to the dependency on the C&M agreement, this project is marked as a cost/schedule risk in the CAP.

Segment: San Clemente Pier Station Lighting

Status: PROJECT COMPLETE

Contact: Jim Beil, Capital Programs • (714) 560-5646



Summary: This project was completed on March 17, 2017, and project closeout was completed in the same month. OCTA was the lead agency for design and installation of this project, which added lighting to the existing platform and new decorative handrails at the San Clemente Pier Station.





TRANSIT

Additional rail corridor improvements include: completed Control Point project at Fourth Street in the City of Santa Ana, which provides rail operational efficiencies; completed Positive Train Control implementation, which improves rail safety by monitoring and controlling train movement; continued with ROW acquisition to replace the San Juan Creek railroad bridge in the City of San Juan Capistrano, which will not preclude a future bike trail on the south end along the creek (ROW acquisition is in progress); completed the Railroad ROW Slope Stabilization project at eight locations within the rail corridor to prevent future erosion and slope instability; replacement of stairs at the Fullerton Transportation Center; and continued implementation of video surveillance systems.

Segment: Sand Canyon Grade Separation

Status: PROJECT COMPLETE

Contact: Rose Casey, Capital Projects • (714) 560-5729



Summary: The project separated the local street from railroad tracks in the City of Irvine by constructing an underpass for vehicular traffic. The westbound lanes were opened to traffic on June 12, 2014, and the eastbound lanes were opened to traffic on July 14, 2014. A road opening ceremony was held on August 11, 2014. The project has been completed and construction acceptance was obtained from the City of Irvine on January 15, 2016. The project completed the one-year warranty period and no repairs were identified. The project closed out in January 2017.

Segment: Tustin Metrolink Station Parking Structure

Status: PROJECT COMPLETE

Contact: Jim Beil, Capital Programs • (714) 560-5646



Summary: This early completion project provided additional parking at the Tustin Metrolink Station to meet requirements associated with MSEP by constructing a new four-story parking structure with approximately 735 spaces and on-site surface parking. The parking structure was opened to the public on September 22, 2011.

Segment: Laguna Niguel to San Juan Capistrano Passing Siding Project

Status: PROJECT COMPLETE

Contact: Jim Beil, Capital Programs • (714) 560-5646



Summary: The project added approximately 1.8 miles of new passing siding railroad track adjacent to the existing mainline track, which enhanced the operational efficiency of passenger services within the LOSSAN rail corridor. The project was completed on November 17, 2020.



TRANSIT

TRANSIT EXTENSIONS TO METROLINK ▼

To broaden the reach of Metrolink to other Orange County cities, communities, and activity centers, Project S includes a competitive program which allows cities to apply for funding to connect passengers to their final destination via transit extensions. There are currently two categories for this program: a fixed guideway program (streetcar) and a rubber tire transit program.

Project: OC Streetcar

PROJECT S

Status: FFGA Executed November 30, 2018, Construction and Utility Relocation Work Ongoing, Vehicle Production Underway, Operations and Maintenance Contract Approved by the Board on May 22, 2020.

Contact: Mary Shavalier, Rail • (714) 560-5725
Cleve Cleveland, Rail • (714) 560-5535

Summary: The OC Streetcar will serve the Santa Ana Regional Transportation Center through downtown Santa Ana, and the Civic Center to Harbor Boulevard in the City of Garden Grove. At the request of the two cities, OCTA is serving as the lead agency for the project.

During the quarter, several significant milestones were completed in the Pacific Electric Right of-Way, including removing falsework from the bridges, complete retaining walls to support bridge approaches and soundwalls were constructed. On September 16, 2020, cultural resources were discovered within the project limits. A Data Recovery Plan was submitted and approved by the State Historic Preservation Officer on November 3, 2020, and data recovery was completed on December 7, 2020. During this time, construction was restricted within a 50-foot radius of the discovery. On December 7, 2020, the site was released back to the contractor. The cost and schedule impacts associated with this discovery are being evaluated. Work continued on the west half of the maintenance and storage facility (MSF) building to prepare the foundation and slab for the car wash, and the new utility services to the facility. All wet utility (sewer, water, and storm drains) relocation and installation in the city streets are complete. Construction of westbound embedded tracks on Santa Ana Boulevard between Raitt Street and Bristol Street began in August 2020. The first concrete for the embedded track was placed on Santa Ana Boulevard across Bristol Street in December 2020, and concrete placement will proceed west towards Raitt Street in 300-foot segments.

All eight S700 vehicles are in various stages of production. The first four of the eight vehicles are near completion. These cars have been assembled and equipped with interior seats, truck assemblies, flooring, doors, and electrical systems and are currently undergoing static and dynamic testing to verify component and system functionality. The first article inspections were conducted for the vehicle doors and the four-person flip seats that are unique to the OC Streetcar system. This is the only S700 vehicle that Siemens produces that allows for all four seats to flip up to accommodate bicycles, strollers, and larger mobility devices. The remaining four vehicles are in various stages of production, including interior equipping, final assembly, and sub-floor installation. Coordination is ongoing for the design of the computer-aided dispatch, automated vehicle location, communication equipment, and integration of the vehicle with the infrastructure, tracks, platforms, MSF and wayside equipment and systems.



TRANSIT

Coordination is ongoing between Conduent Transportation, OCTA, and Siemens in the design of the computer-aided dispatch and automated vehicle location, as well as the communications equipment on the vehicles. Coordination also continued between OCTA, Siemens, and Walsh Construction in the integration of the streetcar vehicle with the infrastructure, including tracks, platforms, MSF, and wayside equipment and systems.

To support the local community, OCTA continues to directly support Santa Ana's Business Improvement District and residents during construction of the OC Streetcar through the Eat, Shop, Play program by providing ongoing construction alerts. OCTA held a virtual neighborhood meeting on December 17, 2020.

On October 8, 2020 OCTA, FTA and PMOC conducted their quarterly meeting on the project. On December 7, 2020, the three agencies also conducted a meeting to discuss project cost, schedules, and risks. Work continues to progress on other key OC Streetcar activities, including coordination with third parties on final utility relocations, public outreach and continued coordination with the FTA and project management oversight consultant.

Project: Bus and Station Van Extension Projects

Status: Last service completed on June 30, 2020; no future calls anticipated.

Contact: Joseph Alcock, Planning • (714) 560-5372

Summary: Bus and station van extension projects help enhance the frequency of service in the Metrolink corridor by linking communities within the central core of Orange County to commuter rail. To date, the Board has approved one round of funding for bus and van extension projects, totaling over \$732,000. On July 23, 2012, the Board approved funding for one project in the City of Anaheim and three projects in the City of Lake Forest. The City of Lake Forest has canceled all three projects. The Anaheim Canyon Metrolink Station Bus Connection project provided service between the Anaheim Canyon Metrolink station and the Anaheim Resort area; this project was completed on June 30, 2020 under Project S. As of July 1, 2020, this service has continued under a new Project V grant through June 30, 2027, subject to meeting Project V performance metrics.



TRANSIT

METROLINK GATEWAYS ▾

Status: PROJECT COMPLETE

Contact: Jennifer Bergener, Rail • (714) 560-5462



PROJECT T

Summary: This project constructed the Anaheim Regional Transportation Intermodal Center (ARTIC) located at 2626 East Katella Avenue in the City of Anaheim. In addition to providing transit connections for OCTA bus service, Metrolink and Amtrak service, shuttle and charter bus service, taxis, bikes, and other public and private transportation services, ARTIC also accommodates future high-speed rail trains. The City of Anaheim, which led the construction effort, opened the facility to rail and bus service on December 6, 2014. A ribbon-cutting ceremony was held on December 8, 2014, with a grand opening celebration hosted on December 13, 2014. This facility replaced the former Anaheim Metrolink Station that was located on the opposite side of the freeway in the Los Angeles Angels of Anaheim Stadium parking lot.

EXPAND MOBILITY CHOICES FOR SENIORS AND PERSONS WITH DISABILITIES ▾

Project U expands mobility choices for seniors and persons with disabilities, and includes the SMP, the SNEMT Program, and the Fare Stabilization Program. Since inception, more than \$84.6 million⁴ in Project U funding has been provided under M2.

⁴Payments are made every other month (January, March, May, July, September, and November). July payments are based on June accruals, and therefore counted as June payments. The amount totaled for one fiscal year quarter either covers one or two payments, depending on the months that fall within that quarter.

Project: Senior Mobility Program

Status: Ongoing

Contact: Beth McCormick, Transit • (714) 560-5964

PROJECT U

Summary: The SMP provides one percent of net M2 revenues to eligible local jurisdictions to provide transit services that best meet the needs of seniors living in their community. According to the SMP Funding and Policy Guidelines, M2 revenue is allocated to local jurisdictions proportionally, relative to the total county's senior population, by the residents age 60 and above multiplied by available revenues. Remaining unallocated funds are distributed to the M2 Project U Fare Stabilization Program.

Since inception, approximately \$24.5 million⁵ and 2,460,000 boardings have been provided for seniors traveling to medical appointments, nutrition programs, shopping destinations, and senior and community center activities. Due to the COVID-19 pandemic, several local jurisdictions have modified or suspended service. This quarter, approximately \$508,500 was paid out to the 28 participating cities.

⁵Only includes disbursed funds. On October 12, 2020, the Board approved a temporary exception to the Senior Mobility Program guidelines, which allows for OCTA to hold allocations in reserve for agencies with suspended services due to the COVID-19 pandemic. The funds will be held until the State lifts the State of Emergency or transportation services resume, whichever occurs first.



TRANSIT

Project: Senior Non-Emergency Medical Transportation Program

Status: Ongoing

Contact: Beth McCormick, Transit • (714) 560-5964

Summary: This program provides one percent of net M2 revenues to supplement existing countywide senior non-emergency medical transportation services. Since inception, more than \$26.6 million and 978,249 SNEMT boardings have been provided. This quarter, approximately \$617,000 in SNEMT funding was paid⁶ to the County of Orange.

Project: Fare Stabilization Program

Status: Ongoing

Contact: Sean Murdock, Finance • (714) 560-5685

Summary: Between years 2011-2015, one percent of net M2 revenues was dedicated to stabilizing fares and providing fare discounts for bus services and specialized ACCESS services for seniors and persons with disabilities. Effective January 28, 2016, an amendment to the M2 Ordinance No. 3, adjusted this amount to 1.47 percent of net M2 revenues to be dedicated to the Fare Stabilization Program.

Approximately \$907,000⁶ in revenue was allocated this quarter to support the Fare Stabilization Program. The amount of funding utilized each quarter varies based on ridership. During the quarter, based on 1,100,000 program-related boardings recorded on fixed-route and ACCESS services, approximately \$356,000 was utilized. In the latter half of September, OCTA returned to front-door boarding on fixed-route services after installing protective shields. The senior and disabled boardings recorded for the quarter were based off of pass sales and ACCESS boardings figures. Since inception of the program, more than \$33.5 million has been allocated and 120 million program-related boardings have been provided.

⁶Payments are made every other month (January, March, May, July, September, and November). July payments are based on June accruals, and therefore counted as June payments. The amount totaled for one fiscal year quarter either covers one or two payments, depending on the months that fall within that quarter.



TRANSIT

COMMUNITY BASED TRANSIT/CIRCULATORS ▾

Status: Service Updates

PROJECT V

Contact: Joseph Alcock, Planning • (714) 560-5372

Summary: This program provides funding for local jurisdictions to develop local bus transit services, such as community-based circulators and shuttles, that complement regional bus and rail services to meet needs in areas not adequately served by regional transit. To date, through a competitive process, OCTA has provided four rounds of funding (June 2013, June 2016, June 2018, and April 2020) which have awarded 35 projects and ten planning studies totaling approximately \$52 million. Out of the 35 projects, two are currently active; nine have been canceled (primarily due to low ridership); 21 are currently suspended (or not initiated) due to the COVID-19 pandemic, and three have been completed.

OCTA receives ridership reports from local agencies on a regular basis to monitor the success of awarded services against performance measures adopted by the Board. Currently, two services are active, and all other remaining active services have been suspended (or were not initiated). It is unclear when these services will be reinitiated. During this quarter, OCTA staff met with local agency project managers and discussed potential program revisions. Discussions focused on the need to extend Project V grants in order to hold local agencies harmless for the period during the pandemic when they were precluded from operating, and potentially revising minimum performance requirements, and allowing for escalation of the reimbursement subsidy and annual fiscal year funding caps. To support the program in a post-COVID-19 environment, proposed revisions will be presented to the Board for approval in early 2021.



TRANSIT

SAFE TRANSIT STOPS ▼

Status: City-Initiated Improvements Underway and/or are Complete

Contact: Joseph Alcock, Planning • (714) 560-5372

PROJECT W

Summary: This program provides funding for passenger amenities at the busiest transit stops across Orange County. Stop improvements are designed to ease transfers between bus lines and provide passenger amenities such as installation of bus benches or seating, shelters, lighting, and other passenger-related amenities.

In 2014, the Board approved the first round of funding in the amount of \$1,205,666 to support city-initiated improvements and \$370,000 for OCTA-initiated improvements. The City of Anaheim postponed development of its proposed stop improvements and OCTA-initiated improvements were funded through another grant source. As a result, the funds were deallocated and returned to the program in June 2019. The 43 stop improvements funded through the first call are now complete.

In October 2018, the Board authorized a second Project W allocation process, providing up to \$3 million (in total) to eligible agencies to support bus stop amenity improvements. Eligible agencies were able to receive between \$20,000 to \$35,000 (per identified bus stop based on ridership). On June 24, 2019, funding recommendations were approved by the Board providing just under \$1 million to support improvements at 36 locations.

In May 2020, the Board directed staff to return with additional programming recommendations for Project W. On September 14, 2020, funding recommendations were approved by the Board providing \$1.03 million to support improvements at 35 locations.

ENVIRONMENTAL

CLEAN UP HIGHWAY AND STREET RUNOFF THAT POLLUTES BEACHES ▼

Project: Environmental Cleanup Program

Status: Ongoing

PROJECT X

Contact: Dan Phu, Planning • (714) 560-5907

Summary: This program implements street and highway-related water quality improvement programs and projects that assist agencies countywide with federal Clean Water Act standards for urban runoff. It is intended to augment, not replace, existing transportation-related water quality expenditures and to emphasize high-impact capital improvements over local operations and maintenance costs. The ECAC is charged with making recommendations to the Board on the allocation of funds. These funds are allocated on a countywide, competitive basis to assist agencies in meeting the Clean Water Act standards for controlling transportation related pollution.

Project X is composed of a two-tiered funding process focusing on early priorities (Tier 1), and a second program designed to prepare for more comprehensive capital investments (Tier 2). To date, there have been ten rounds of funding under the Tier 1 grants program. A total of 189 projects, amounting to more than \$27 million, have been awarded by the Board since 2011. There have been two rounds of funding under the Tier 2 grants program. A total of 22 projects in the amount of \$27.89 million have been awarded by the Board since 2013. To date, all Orange County cities plus the County of Orange have received funding under this program. The eleventh Tier 1 call is anticipated to be released in February 2021. Staff will evaluate the M2 revenues on a regular basis and prior to each call to ensure adequate funding availability. The appropriate timing of the next Tier 2 call is being assessed and will be determined by funding availability as well as the number of viable projects from eligible agencies. Prior to the COVID-19 pandemic, it was anticipated that a Tier 2 call could be feasible sometime around fiscal year 2021 or 2022 timeframe.

Staff estimates that over 33 million gallons of trash has been captured as a result of the installation of Tier 1 devices since the inception of the Tier 1 Program in 2011. This is equivalent to filling nearly 78 football fields with one-foot deep of trash. Over time, the volume of trash captured is expected to increase. It is estimated that the funded Tier 2 projects, once fully functional, will have an annual groundwater recharge potential of approximately 157 million gallons of water from infiltration or through pumped and treated recharge facilities.

FREEWAY MITIGATION ▼

Project: Environmental Mitigation Program

Status: Biological Permits Issued and Conservation Plan in Place

Contact: Dan Phu, Planning • (714) 560-5907

Summary: In June 2017, the United States Fish and Wildlife Service, and the California Department of Fish and Wildlife (Wildlife Agencies) finalized the issuance of their respective biological opinion, findings, and associated permits, as well as signed the Conservation Plan Implementing Agreement. Receipt of these permits represents the culmination of years of collaboration and support by the Board, environmental community, and Wildlife Agencies.



ENVIRONMENTAL

As a result, the environmental process will be streamlined, allowing OCTA to move forward with the M2 freeway projects (as described in the Conservation Plan) with little additional coordination from the Wildlife Agencies. The OCTA Conservation Plan is unique as it is only the second state/federal conservation plan approved in Orange County.

The Conservation Plan also includes a streamlined process for coordination for streambed alteration agreements for portions of freeway projects that cross through streams and riverbeds. In 2017, the United States Army Corps of Engineers (Corps) issued a programmatic permit to OCTA and Caltrans (as owner/operator of the state highway system). The State Board provided a letter to OCTA in 2018, which further secured assurances related to advanced mitigation and freeway project permit issuance. These efforts are the result of years of collaboration between OCTA, the Corps, and State Board, and constitute another groundbreaking milestone for the M2 Environmental Mitigation Program.

To date, the Board has approved the acquisition of seven properties (Preserves) totaling 1,300 acres and 12 restoration projects totaling 350 acres. The restoration project plans have been approved by the Wildlife Agencies and are currently at various stages of implementation. To date, three restoration projects have been completed and have been approved by the Wildlife Agencies. The Board authorized \$42 million (inclusive of setting aside funds for long-term land management) for property acquisitions, \$10.5 million to fund habitat restoration activities, and \$2.5 million for conservation plan development and program support, for a total of approximately \$55 million. Three restoration projects were affected by the recent (2020) Silverado and Bond fires. Staff is coordinating with the Wildlife Agencies and Irvine Ranch Conservancy (IRC) restoration project manager to determine the remediation needs for these projects. OCTA will coordinate with the restoration project sponsors to fully assess the damage and then work closely with the Wildlife Agencies to discuss next steps. In addition, OCTA will work with the IRC to find innovative ways to aide in the restoration recovery.

As part of the Conservation Plan requirement, an endowment has been established to pay for the long-term management of the Preserves. It was previously estimated that it would take approximately 12 to 15 years to fully fund the endowment with annual deposits of approximately \$2.9 million. In July 2020, OCTA made its fifth endowment deposit. Quarterly investment reports are provided to the Board, with the most recent one in December 2020. The next report is anticipated to be presented to the Board in March 2021. As of December 31, 2020, the endowment balance was \$17,664,006. Staff will continue to oversee and provide endowment updates to the Finance and Administration and the Environmental Oversight Committee (EOC) on a regular basis.

Resource management plans (RMPs) for the Preserves were finalized in 2018. These RMPs guide the management of the Preserves as outlined within the Conservation Plan. The RMPs will be reviewed and updated as necessary, approximately every five years. Staff will continue to oversee and manage the Preserves until a long-term manager(s) is established.

In coordination with the local fire authority, staff has been working with a consultant to draft fire management plans (Plans) for the seven Preserves. The Plans will provide guidelines for decision-making at all stages including fire prevention, pre-fire vegetation management, suppression activities, and post-fire responses that are compatible



ENVIRONMENTAL

with conservation and stewardship responsibilities. These Plans are a requirement of the Conservation Plan and will require approval by the Wildlife Agencies as well as the local fire authority. The first Plan (Silverado Chaparral Preserve) has been approved by the Orange County Fire Authority. OCTA is coordinating with the Wildlife Agencies to obtain their approval. The remaining Plans were anticipated to be completed in 2020. However, due to coordination delays with Southern California Edison regarding easement confirmation, they are anticipated to be finalized in 2021. Once completed, these Plans will be publicly available.

Conservation Plan annual reports will be completed every year. These reports will include the tracking of impacts associated with covered freeway improvement projects, other management and monitoring activities on Preserves, status and activities, progress of the restoration projects, plan administration, and public outreach activities. Annual reports are reviewed and must be approved by the Wildlife Agencies. In summary, the annual reports to date document that OCTA's activities up to 2020 were in compliance and on target with the Conservation Plan commitments. OCTA will continue with its efforts to complete the required objectives in a timely manner. It is anticipated that the next annual report will be provided to the Board in mid-2021. The annual reports are available for public review at www.PreservingOurLegacy.org.

To date, multiple freeway projects have utilized the Conservation Plan and/or the Clean Water Act streamlined permitting process. Some of the projects that benefit from these mechanisms include: Project C (I-5 from SR-73 to El Toro Road), Project K (I-405 from SR-73 to I-605), and Project M (I-605 and Katella Interchange). If these mechanisms were not in place, it is anticipated that these projects would incur an additional \$700,000 to \$2.5 million (in 2018 dollars) in mitigation-related costs and unknown schedule risks. Furthermore, a strong partnership has been forged through collaboration with the environmental community.

OCTA provides docent-led hikes and equestrian rides in the Preserves. As a result of the stay-at-home order due to the COVID-19 pandemic, OCTA is postponing all scheduled hikes and equestrian rides until further notice. OCTA will release the 2021 Wilderness Preserve Hiking and Equestrian Riding Tour calendar once the order has been lifted. A list of scheduled 2021 wilderness Preserve tours will be available on the M2 website at www.PreservingOurLegacy.org.

As part of the safeguards in place for the M2 Program, a 12-member EOC makes recommendations on the allocation of environmental freeway mitigation funds and monitors the implementation of the Conservation Plan between OCTA and state and federal Wildlife Agencies. The EOC has led efforts with policy recommendations to the Board and has operated in an open and transparent manner that has garnered the trust of stakeholders, ranging from the environmental community to the recreational community to Orange County citizens. See map of Preserves and funded restoration properties on the following page.



PROGRAM MANAGEMENT

PROGRAM MANAGEMENT OFFICE ▼

Contact: Francesca Ching, PMO Manager • (714) 560-5625

The M2 PMO provides inter-divisional coordination for all Measure M-related projects and programs. To ensure agency-wide compliance, the PMO holds a bimonthly committee meeting comprised of executive directors and key staff from each of the divisions, who meet to review significant issues and activities within the M2 programs. This quarter, the focus of the PMO has been on several major items, including the following.

Market Conditions Forecast and Risk Analysis

In September 2017, the Board was presented with a Next 10 Plan Market Conditions Forecast and Risk Analysis Report conducted by Dr. Wallace Walrod and Dr. Marlon Boarnet. The consultant's analysis identified a strong potential for OCTA to experience an increasing cost environment during the Next 10 Plan delivery years. This, coupled with a reduction in revenue, could present the potential for significant challenges in the delivery of M2 and Next 10 Plan.

The Board directed staff to continue to work with the consultant to monitor and track key early warning indicators and provide the Board with updates in a timeline consistent with updates on the M2 sales tax revenue forecast. The consultant team continues to analyze trends in material costs, labor costs, and general economic conditions to determine a range of potential cost impacts providing insight on OCTA's capital program twice a year.

On November 9, 2020, the consultant team presented the results of the 2020 fall analysis to the Board. The results of the analysis identified that OCTA may experience a low inflationary cost environment (ranging from negative two percent to one percent) during 2021 and 2022, followed by a more normal inflationary cost environment in 2023 (ranging from two to six percent). Compared to the last update presented to the Board in October 2019, cost pressures have tempered and are primarily attributed to COVID-19. Staff will incorporate the information from this analysis into the M2 cash flow for update of the Next 10 Plan.

Next 10 Delivery Plan

On November 14, 2016, the Board adopted the Next 10 Plan, which provides guidance on the delivery of M2 projects and programs between 2017 and 2026. The PMO monitors the progress on the ten deliverables identified in the Next 10 Plan and provides status updates. See [pages 3-6](#).

A preliminary sales tax revenue forecast of \$11.6 billion was presented to the Board on August 24, 2020. With tax receipts for quarter four of FY 2019-20 received in September 2020, the final M2 sales tax forecast was presented to the Board on October 26, 2020. Despite sales tax receipts being higher than anticipated for FY 2019-20, the total anticipated sales tax to support the M2 Program remained at \$11.6 billion due to a more conservative short-term forecast provided by MuniServices. This represents a year-over-year decline of \$1.8 billion and the lowest forecast since M2 inception. The decrease in taxable sales is due to the cascading



PROGRAM MANAGEMENT

effects of the COVID-19 pandemic on the economy. OCTA's conservative approach to financial planning has allowed for all M2 projects that are currently underway to continue as planned in FY 2020-21.

Annually, OCTA reviews the Next 10 Plan and M2 program assumptions based on changes to the revenue forecast and updated project cost and schedules. The current 2019 Next 10 Plan reflects the previous forecast of \$13.4 billion.

Staff explored options to address the significant decrease in the revenue forecast. A preliminary sales tax revenue forecast of \$11.6 billion was presented to the Board on August 24, 2020. With tax receipts for quarter four of FY 2019-20 received in September 2020, the final M2 sales tax forecast was presented to the Board on October 26, 2020. Despite sales tax receipts being higher than anticipated for FY 2019-20, the total anticipated sales tax to support the M2 Program remained at \$11.6 billion due to a more conservative short-term forecast provided by MuniServices. This represents a year-over-year decline of \$1.8 billion and the lowest forecast since M2 inception. The decrease in taxable sales is due to the cascading effects of the COVID-19 pandemic on the economy. OCTA's conservative approach to financial planning has allowed for all M2 projects that are currently underway to continue as planned in FY 2020-21.

On December 14, 2020, staff presented three options to the Board for discussion and feedback. The Board suggested that staff pursue a financially prudent course of action with a proactive stance on project delivery while remaining flexible, given the fluidity of current events. In addition, staff offered to review FY 2020-21 second quarter financial information to provide an additional data point prior to presenting an updated Next 10 Plan in spring 2021. With four years of the Next 10 Plan completed to date, on December 14, 2020, the Board approved to shift the timeframe four years to span FY 2020-21 through FY 2029-30. The adjustment allows for more strategic, forward-thinking planning and will make the update underway a true ten-year look ahead.

M2 Performance Assessment

The M2 Ordinance and Transportation Investment Plan (Ordinance No. 3) includes a requirement for a performance assessment to be conducted at least once every three years to evaluate OCTA's efficiency and effectiveness in delivery of M2 as committed to the voters. Four performance assessments have been completed covering FY 2006-07 through FY 2008-09, FY 2009-10 through FY 2011-12, FY 2012-13 through FY 2014-15, and FY 2015-16 through FY 2017-18. The most recent report commended OCTA's management of the M2 program with eight recommendations for enhancements. Staff implemented all eight recommendations for enhancements and provided a final report to the Board on January 13, 2020. There are no outstanding action items. Procurement efforts for the next performance assessment will begin in early 2021 to have a consultant contract executed by July 1, 2021.



PROGRAM MANAGEMENT

M2 Ordinance Tracking Matrix

Ordinance No. 3 includes numerous requirements that staff must follow in order to keep the commitment to Orange County voters through the passage of M2. The PMO annually updates the M2 Ordinance Tracking Matrix to verify that OCTA is in compliance with all requirements detailed in Ordinance No. 3. During the quarter, staff initiated the update of the tracking matrix for 2020. It is anticipated to be completed in early 2021.

PMO M2 Tracking Tools

The PMO has developed several tracking tools to assist in reporting consistency and increased transparency of the M2 program. See the following for a brief explanation of PMO M2 tracking tools and their current status:

Local Jurisdiction Fact Sheets

Fact sheets have been created for the County of Orange and each of Orange County's 34 cities. The city fact sheets provide data on transportation and transit projects (funded through Measure M, state, and federal grants) in a format which emphasizes key points concisely on a single printed page. The city fact sheets are utilized when speaking with the jurisdictions to provide a summary overview of how OCTA has provided the local agency with funding (M2 and other) and transportation improvements. During the quarter, staff initiated the updates of the city fact sheets to include the March 2020 semi-annual review of CTFP projects approved by the Board on August 10, 2020, the 2020 Project W Safe Transit Stops projects approved by the Board on September 14, 2020, the 2020 Tier 1 ECP projects approved by the Board on October 12, 2020, the September 2020 semi-annual review of CTFP projects approved by the Board on December 14, 2020 in addition to programming updates. Updated city fact sheets will be completed in early 2021.

Engineer's Estimate versus Bids Tracking

The estimate versus bid tracking process allows the PMO to monitor the bidding environment for capital projects in the M2 Program. Capital projects that were planned for and began construction early in the M2 Program have shown cost savings due to a favorable bidding environment during the recession. For these earlier M2 projects, savings can be primarily traced back to construction costs.

More recent market conditions analyses have indicated that OCTA could possibly experience a deflationary cost environment due to reduced cost pressures and COVID-19. These factors include declines in statewide building permit issuance, increase in unemployment, increase in Orange County construction labor costs and declining building material costs. It should be noted that the engineer's estimate is based on a number of factors – such as bidding history and historical and current market rates (materials, labor, equipment, etc.) – and adjusted accordingly for the project's conditions. Because the estimate uses prior information, there may be a lag between an uptick or downtick in the market.

During the quarter, Project R (Anaheim Canyon Metrolink Station Improvements) was advertised on October 22, 2020 with bids due next quarter. Staff will track and update the spreadsheet as appropriate.

PROGRAM MANAGEMENT

M2 Administrative Safeguards

M2 includes a one percent cap on administrative expenses for salaries and benefits of OCTA administrative staff on an annual basis. In a legal opinion on M2, it was determined that in years where administrative salaries and benefits are above one percent, only one percent can be allocated with the difference borrowed from other, non-M2 fund sources. Conversely, in years where administrative salaries and benefits are below one percent, OCTA can still allocate the full one percent for administrative salaries and benefits but may use the unused portion to repay the amount borrowed from prior years in which administrative salaries and benefits were above one percent.

Based on the original M2 revenue projections, OCTA expected to receive \$24.3 billion in M2 funds, with one percent of total revenues available to fund administrative salaries and benefits over the life of the program. As M2 revenue projections declined (currently \$13.4 billion or 45 percent lower) as a result of economic conditions, the funds available to support administrative salaries and benefits have also declined from the original expectations. While revenue has declined, the administrative effort needed to deliver M2 remains the same. Additionally, the initiation of the Early Action Plan (EAP) in 2007 required administrative functions four years prior to revenue collection. While the EAP resulted in project savings and significant acceleration of the program, administrative functions were required during this time with associated administrative costs.

As a result of the aforementioned factors, OCTA has incurred higher than one percent administrative costs. OCTA currently has Board approval to use funds from the Orange County Unified Transportation Trust (OCUTT) fund to cover costs above the one percent, with the understanding that those funds will be repaid with interest in future years that OCTA administrative costs fall below the one percent cap. As of June 30, 2012, OCTA had borrowed approximately \$5.2 million from OCUTT. Over the last few years, OCTA has experienced under-runs in the one percent administration cap and has made payments to OCUTT to reduce the outstanding balance. As of the most recent December 2020 Taxpayer Oversight Committee Report, the outstanding principal balance was \$0 and the remaining interest owed to OCUTT was \$0.6 million.

Staff meets quarterly to review all labor costs to ensure costs attributed to the one percent cap are accurately reported and that there are no misplaced project related costs.

Taxpayer Oversight Committee

The M2 Ordinance requires a Taxpayer Oversight Committee (TOC) to ensure compliance with M2 Ordinance No. 3. With the exception of the elected Auditor Controller of Orange County who is identified as the chair in the Ordinance, all other members cannot be elected or appointed officials. Members are recruited and screened for expertise and experience independently by the Orange County Grand Jurors Association and are selected from the qualified pool by lottery. The TOC is scheduled to meet every other month. The TOC upholds the integrity of the measure by monitoring the use of M2 funds and ensuring compliance. The responsibilities of the 11-member Measure M2 TOC are to:



PROGRAM MANAGEMENT

- Ensure compliance with the Ordinance
- Approve, by a vote of no less than two-thirds of all committee members, any amendments to the Plan proposed by OCTA which changes funding categories, programs or projects identified on page 31 of the Plan
- Receive and review the following documents submitted by each eligible jurisdiction:
 - Congestion Management Program
 - Mitigation Fee Program
 - Expenditure Report
 - Local Traffic Signal Synchronization Plan
 - Pavement Management Plan
- Hold an annual Public Hearing to determine whether OCTA is proceeding in accordance with the Plan
- Review independent audits and performance assessments of the Orange County Local Transportation Authority regarding the expenditure of M2 sales tax monies
- The Chair shall annually certify whether M2 funds have been spent in compliance with the plan

On March 12, 2020 and March 18, 2020, the Governor enacted Executive Orders N-25-20 and N-29-20 authorizing a local legislative body to hold public meetings via teleconferencing and make public meetings accessible telephonically or electronically to all members of the public due to COVID-19. As a result, the TOC held a meeting on October 13, 2020 via teleconference.

At the October 13, 2020 meeting, the TOC voted unanimously to affirm that the TOC has received and reviewed pavement management plans (from all required local agencies), and local signal synchronization plans for all local agencies in Orange County. The committee received presentations on the OC Streetcar, M2 Quarterly Progress Report, and updates to the Investment Policy and also received staff updates on the M2 Sales Tax Forecast, Safe Transit Stops (Project W), SMP Temporary Guideline Extensions, ECP (Project X) and the I-405 Improvement Project (Project K). Due to all items being addressed by the TOC at the October meeting, the December 8, 2020 TOC meeting was cancelled. The TOC will continue to meet via teleconference following the direction of the Board. The next meeting is scheduled to take place on February 9, 2021.

Two subcommittees assist the TOC with their safeguard responsibilities: the Annual Eligibility Review (AER) Subcommittee and the Audit Subcommittee. The AER Subcommittee meets a few times per year, as needed, to ensure local jurisdictions have submitted the following documents in order to be deemed eligible to receive M2 funding: Congestion Management Program, Mitigation Fee Program, Local Traffic Signal Synchronization Plan, Pavement Management Plan, and an Expenditure Report. The Audit Subcommittee meets as needed and is responsible for reviewing the quarterly M2 Revenue and Expenditure Reports and the Annual M2 Audit, as well as any other items related to M2 audits.



PROGRAM MANAGEMENT

M2 FINANCING AND SCHEDULE OF FUNDING ▼

Contact: Sam Kaur, Revenue and Grants • (714) 560-5889

Revenue Forecast and Collection

OCTA contracts with three universities (Chapman University; University of California, Los Angeles; and California State University, Fullerton) to provide a long-range forecast of taxable sales to forecast M2 revenues for purposes of planning projects and program expenditures.

In the past, OCTA averaged the three university taxable sales projections to develop a long-range forecast of M2 taxable sales. On March 28, 2016, the Board approved a new sales tax forecast methodology as part of the FY 2016-17 budget development process. This methodology includes a more conservative approach by utilizing the MuniServices, LLC forecast for the first five years and the three-university average for the remaining years.

Revenue forecast information is updated quarterly based on the actual revenues received for the previous quarter. As required by law, OCTA pays the California Department of Tax and Fee Administration a fee to collect the sales tax. The M2 Ordinance No. 3 estimated this fee to be 1.5 percent of the revenues collected over the life of the program.

Current Forecast

Original projections in 2005 during the development of M2 estimated total nominal M2 sales tax collections at \$24.3 billion. Due to the significant anticipated decrease in taxable sales due to the COVID-19 pandemic, OCTA prepared a preliminary update for the M2 sales tax forecast in August 2020. Since then, OCTA received final tax receipts for FY 2019-20 in September 2020 and prepared the final 2020 M2 sales tax forecast update that was presented to the Board in October 2020. The final forecast for total nominal sales tax collections over the life of M2 is estimated to be approximately \$11.6 billion, which remains the same as the preliminary forecast provided to the Board in August 2020. This represents a year-over-year decline of \$1.8 billion in forecasted sales tax when compared to last year's forecast.

Furthermore, the COVID-19 pandemic is projected to continue into FY 2020-21 and as a result, the assumed budget rate is negative 6.6 percent. Based on the sales tax forecast information provided by MuniServices, LLC to date, the actual growth rate is expected to be an improvement, negative 4.1 percent, when compared to the budget rate. The next updated forecast is anticipated to be brought to the Board in fall 2021.

OCTA staff is working closely with MuniServices, LLC and the three universities to monitor and determine the impact of the pandemic on OCTA's sales tax collections and long-term forecast.

FINANCING

Schedule of Revenues, Expenditures and Changes in Fund Balance as of December 31, 2020 (Unaudited) Schedule 1

(\$ in thousands)	Quarter Ended Dec 31, 2020	Year to Date Dec 31, 2020 (A)	Period from Inception to Dec 31, 2020 (B)
Revenues:			
Sales taxes	\$ 80,758	\$ 152,175	\$ 2,883,868
Other agencies' share of Measure M2 costs:			
Project related	17,041	23,731	751,572
Non-project related	-	-	454
Interest:			
Operating:			
Project related	747	1,733	3,893
Non-project related	3,411	8,111	92,631
Bond proceeds	3,675	4,429	78,205
Debt service	-	1	1,062
Commercial paper	-	-	393
Right-of-way leases	55	177	1,321
Proceeds on sale of assets held for resale	-	-	12,201
Donated assets held for resale			
Project related	-	-	2,071
Non-project related	-	-	-
Miscellaneous:			
Project related	-	-	311
Non-project related	-	-	100
Total revenues	<u>105,687</u>	<u>190,357</u>	<u>3,828,082</u>
Expenditures:			
Supplies and services:			
Sales tax administration fees	684	1,408	30,983
Professional services:			
Project related	6,824	8,738	420,090
Non-project related	876	1,408	32,078
Administration costs:			
Project related	2,559	5,119	88,629
Non-project related:			
Salaries and Benefits	700	1,400	29,307
Other	1,451	2,902	50,722
Other:			
Project related	65	71	5,251
Non-project related	15	28	5,047
Payments to local agencies:			
Project related	21,273	36,734	1,076,009
Capital outlay:			
Project related	103,234	124,983	1,412,024
Non-project related	-	-	31
Debt service:			
Principal payments on long-term debt	-	-	59,030
Interest on long-term debt and commercial paper	1	17,888	232,117
Total expenditures	137,682	200,679	3,441,318
Excess (deficiency) of revenues over (under) expenditures	<u>(31,995)</u>	<u>(10,322)</u>	<u>386,764</u>
Other financing sources (uses):			
Transfers out:			
Project related	(13,468)	(38,753)	(299,937)
Transfers in:			
Project related	1,358	1,920	175,564
Non-project related	-	-	804,625
Bond proceeds	-	-	(45,062)
Payment to refunded bond escrow agent	-	-	635,190
Total other financing sources (uses)	(12,110)	(36,833)	635,190
Excess (deficiency) of revenues over (under) expenditures and other sources (uses)	<u>\$ (44,105)</u>	<u>\$ (47,155)</u>	<u>\$ 1,021,954</u>

FINANCING

Schedule of Revenues, Expenditures and Changes in Fund Balance as of December 31, 2020 (Unaudited) Schedule 2

<i>(\$ in thousands)</i>	Quarter Ended Dec 31, 2020 (actual)	Year to Date Dec 31, 2020 (actual) <i>(C.1)</i>	Period from Inception through Dec 31, 2020 (actual) <i>(D.1)</i>	Period from January 1, 2021 through March 31, 2041 (forecast) <i>(E.1)</i>	Total <i>(F.1)</i>
Revenues:					
Sales taxes	\$ 80,758	\$ 152,175	\$ 2,883,868	\$ 8,725,968	\$ 11,609,836
Operating interest	3,411	8,111	92,631	118,969	211,600
Subtotal	<u>84,169</u>	<u>160,286</u>	<u>2,976,499</u>	<u>8,844,937</u>	<u>11,821,436</u>
Other agencies share of M2 costs	-	-	454	-	454
Miscellaneous	-	-	100	-	100
Total revenues	<u>84,169</u>	<u>160,286</u>	<u>2,977,053</u>	<u>8,844,937</u>	<u>11,821,990</u>
Administrative expenditures:					
Sales tax administration fees	684	1,408	30,983	92,945	123,928
Professional services	876	1,408	28,303	85,379	113,682
Administration costs:					
Salaries and Benefits	700	1,400	29,307	89,052	118,359
Other	1,451	2,902	50,722	152,535	203,257
Other	15	28	2,027	6,263	8,290
Capital outlay	-	-	31	-	31
Environmental cleanup	247	266	44,788	174,491	219,279
Total expenditures	<u>3,973</u>	<u>7,412</u>	<u>186,161</u>	<u>600,665</u>	<u>786,826</u>
Net revenues	<u>\$ 80,196</u>	<u>\$ 152,874</u>	<u>\$ 2,790,892</u>	<u>\$ 8,244,272</u>	<u>\$ 11,035,164</u>
		<i>(C.2)</i>	<i>(D.2)</i>	<i>(E.2)</i>	<i>(F.2)</i>
Bond revenues:					
Proceeds from issuance of bonds	\$ -	\$ -	\$ 804,625	\$ 647,725	\$ 1,452,350
Interest revenue from bond proceeds	3,675	4,429	78,205	90,079	168,284
Interest revenue from debt service funds	-	1	1,062	5,560	6,622
Interest revenue from commercial paper	-	-	393	-	393
Total bond revenues	<u>3,675</u>	<u>4,430</u>	<u>884,285</u>	<u>743,364</u>	<u>1,627,649</u>
Financing expenditures and uses:					
Professional services	-	-	3,775	2,267	6,042
Payment to refunded bond escrow	-	-	45,062	-	45,062
Bond debt principal	-	-	59,030	1,321,726	1,380,756
Bond debt and other interest expense	1	17,888	232,117	650,605	882,722
Other	-	-	3,020	-	3,020
Total financing expenditures and uses	<u>1</u>	<u>17,888</u>	<u>343,004</u>	<u>1,974,598</u>	<u>2,317,602</u>
Net bond revenues (debt service)	<u>\$ 3,674</u>	<u>\$ (13,458)</u>	<u>\$ 541,281</u>	<u>\$ (1,231,234)</u>	<u>\$ (689,953)</u>

FINANCING

Schedule of Revenues, Expenditures and Changes in Fund Balance as of
December 31, 2020 (Unaudited)
Schedule 3

Project	Description	Net Revenues through Dec 31, 2020	Total Net Revenues
	(G)	(H)	(I)
	(\$ in thousands)		
Freeways (43% of Net Revenues)			
A	I-5 Santa Ana Freeway Interchange Improvements	\$ 110,003	\$ 434,952
B	I-5 Santa Ana/SR-55 to El Toro	70,263	277,813
C	I-5 San Diego/South of El Toro	146,749	580,244
D	I-5 Santa Ana/San Diego Interchange Upgrades	60,385	238,761
E	SR-22 Garden Grove Freeway Access Improvements	28,086	111,052
F	SR-55 Costa Mesa Freeway Improvements	85,662	338,708
G	SR-57 Orange Freeway Improvements	60,549	239,409
H	SR-91 Improvements from I-5 to SR-57	32,767	129,560
I	SR-91 Improvements from SR-57 to SR-55	97,482	385,442
J	SR-91 Improvements from SR-55 to County Line	82,432	325,937
K	I-405 Improvements between I-605 to SR-55	251,088	992,802
L	I-405 Improvements between SR-55 to I-5	74,826	295,860
M	I-605 Freeway Access Improvements	4,681	18,509
N	All Freeway Service Patrol	35,107	138,815
	Freeway Mitigation	60,004	237,256
	Subtotal Projects	1,200,084	4,745,120
	Net (Bond Revenue)/Debt Service	-	-
	Total Freeways	\$ 1,200,084	\$ 4,745,120
	%		
Street and Roads Projects (32% of Net Revenues)			
O	Regional Capacity Program	\$ 279,092	\$ 1,103,531
P	Regional Traffic Signal Synchronization Program	111,632	441,393
Q	Local Fair Share Program	502,361	1,986,329
	Subtotal Projects	893,085	3,531,253
	Net (Bond Revenue)/Debt Service	-	-
	Total Street and Roads Projects	\$ 893,085	\$ 3,531,253
	%		

FINANCING

Schedule of Revenues, Expenditures and Changes in Fund Balance as of December 31, 2020 (Unaudited) Schedule 3

Expenditures through Dec 31, 2020 (J)	Reimbursements through Dec 31, 2020 (K)	Net M2 Cost (L)
\$ 10,355	\$ 7,424	\$ 2,931
10,549	7,952	2,597
197,096	48,267	148,829
2,324	527	1,797
5	-	5
39,754	21,301	18,453
51,396	12,429	38,967
34,934	824	34,110
25,882	24,970	912
7,327	5,897	1,430
832,095	129,227	702,868
9,195	6,954	2,241
2,315	16	2,299
6,021	-	6,021
55,784	4,728	51,056
<u>1,285,032</u>	<u>270,516</u>	<u>1,014,516</u>
58,294	-	58,294
<u>\$ 1,343,326</u>	<u>\$ 270,516</u>	<u>\$ 1,072,810</u>
		43.4%
\$ 782,336	\$ 506,691	\$ 275,645
74,742	6,075	68,667
480,205	77	480,128
<u>1,337,283</u>	<u>512,843</u>	<u>824,440</u>
64,748	-	64,748
<u>\$ 1,402,031</u>	<u>\$ 512,843</u>	<u>\$ 889,188</u>
		36.0%

FINANCING

Schedule of Revenues, Expenditures and Changes in Fund Balance as of
December 31, 2020 (Unaudited)
Schedule 3

Project	Description	Net Revenues through Dec 31, 2020	Total Net Revenues
	(G)	(H)	(I)
	(\$ in thousands)		
Transit Projects (25% of Net Revenues)			
R	High Frequency Metrolink Service	\$ 265,762	\$ 1,100,594
S	Transit Extensions to Metrolink	246,371	974,149
T	Metrolink Gateways	32,620	56,403
U	Expand Mobility Choices for Seniors and Persons with Disabilities	91,008	382,646
V	Community Based Transit/Circulators	55,803	220,645
W	Safe Transit Stops	6,159	24,354
	Subtotal Projects	697,723	2,758,791
	Net (Bond Revenue)/Debt Service	-	-
	Total Transit Projects	\$ 697,723	\$ 2,758,791
	%		
Environmental Cleanup (2% of Revenues)			
X	Clean Up Highway and Street Runoff that Pollutes Beaches	\$ 59,530	\$ 236,429
	Net (Bond Revenue)/Debt Service	-	-
	Total Environmental Cleanup	\$ 59,530	\$ 236,429
	%		
Taxpayer Safeguards and Audits			
	Collect Sales Taxes (1.5% of Sales Taxes)	\$ 43,258	\$ 174,148
	%		
	Oversight and Annual Audits (1% of Revenues)	\$ 29,765	\$ 118,214
	%		

FINANCING

Schedule of Revenues, Expenditures and Changes in Fund Balance as of December 31, 2020 (Unaudited) Schedule 3

Expenditures through Dec 31, 2020 (J)	Reimbursements through Dec 31, 2020 (K)	Net M2 Cost (L)
\$ 318,149	\$ 98,759	\$ 219,390
117,301	2,133	115,168
98,220	60,956	37,264
86,744	88	86,656
13,305	1,320	11,985
1,118	26	1,092
<u>634,837</u>	<u>163,282</u>	<u>471,555</u>
<u>36,211</u>	<u>-</u>	<u>36,211</u>
<u>\$ 671,048</u>	<u>\$ 163,282</u>	<u>\$ 507,766</u>
		20.6%
<u>\$ 44,788</u>	<u>\$ 292</u>	<u>\$ 44,496</u>
<u>-</u>	<u>-</u>	<u>-</u>
<u>\$ 44,788</u>	<u>\$ 292</u>	<u>\$ 44,496</u>
		1.5%
<u>\$ 30,983</u>	<u>\$ -</u>	<u>\$ 30,983</u>
		1.1%
<u>\$ 29,307</u>	<u>\$ -</u>	<u>\$ 29,307</u>
		1.0%

LOCAL FAIR SHARE

M2 Funds		
ENTITY	2ND QUARTER FY 2020-21	FUNDS TO DATE
ALISO VIEJO	\$138,442	\$5,981,059
ANAHEIM	\$1,204,787	\$49,580,089
BREA	\$199,110	\$8,595,765
BUENA PARK	\$296,449	\$13,371,215
COSTA MESA	\$512,307	\$21,904,167
CYPRESS	\$179,341	\$7,907,608
DANA POINT	\$117,296	\$4,998,493
FOUNTAIN VALLEY	\$211,115	\$9,307,764
FULLERTON	\$448,767	\$19,514,164
GARDEN GROVE	\$514,385	\$22,316,363
HUNTINGTON BEACH	\$669,889	\$29,192,504
IRVINE	\$996,954	\$40,788,638
LAGUNA BEACH	\$85,418	\$3,824,804
LAGUNA HILLS	\$115,157	\$5,108,888
LAGUNA NIGUEL	\$225,494	\$9,984,801
LAGUNA WOODS	\$42,838	\$1,908,547
LA HABRA	\$183,076	\$7,903,426
LAKE FOREST	\$277,704	\$11,903,440

LOCAL FAIR SHARE

M2 Funds		
ENTITY	2ND QUARTER FY 2020-21	FUNDS TO DATE
LA PALMA	\$48,636	\$2,447,750
LOS ALAMITOS	\$43,512	\$1,946,252
MISSION VIEJO	\$314,595	\$14,015,286
NEWPORT BEACH	\$378,983	\$16,513,401
ORANGE	\$579,812	\$24,753,882
PLACENTIA	\$161,958	\$6,890,461
RANCHO SANTA MARGARITA	\$144,533	\$6,352,265
SAN CLEMENTE	\$197,053	\$8,449,631
SAN JUAN CAPISTRANO	\$130,672	\$5,691,002
SANTA ANA	\$953,198	\$41,710,556
SEAL BEACH	\$81,716	\$3,744,338
STANTON	\$101,429	\$4,476,023
TUSTIN	\$312,668	\$13,436,175
VILLA PARK	\$17,671	\$782,393
WESTMINSTER	\$289,205	\$12,826,104
YORBA LINDA	\$210,558	\$9,028,030
COUNTY UNINCORPORATED	\$721,361	\$28,467,880
TOTAL M2 FUNDS	\$11,106,087	\$475,623,166

CAPITAL ACTION PLAN

Grey = Milestone achieved

Green = Forecast milestone meets or exceeds plan

Yellow = Forecast milestone is one to three months later than plan

Red = Forecast milestone is over three months later than plan

Non-bolded = Planned/Baseline

Bold = Forecasted/Actual

Capital Projects	Cost	Schedule			
	Baseline/Forecast	Plan/Forecast			
	(millions)	Begin Environmental	Begin Design	Award Contract	Complete Construction
Freeway Projects:					
I-5, SR-55 to SR-57	\$38.1	Jul-11	Jun-15	Dec-17	Apr-21
Project A	\$39.7	Jun-11	Jun-15	Nov-18	Jan-21
I-5, I-405 to Yale Avenue	\$230.5	May-14	TBD	TBD	TBD
Project B	\$230.5	May-14	Sep-21	Jul-25	Jan-29
I-5, Yale Avenue to SR-55	\$200.4	May-14	TBD	TBD	TBD
Project B	\$200.4	May-14	Apr-21	Feb-25	Aug-28
I-5, Pico to Vista Hermosa	\$113.0	Jun-09	Jun-11	Dec-14	Aug-18
Project C	\$83.6	Jun-09	Jun-11	Dec-14	Aug-18
I-5, Vista Hermosa to Pacific Coast Highway	\$75.6	Jun-09	Jun-11	Dec-13	Mar-17
Project C	\$75.2	Jun-09	Jun-11	Jun-14	Jul-17
I-5, Pacific Coast Highway to San Juan Creek Road	\$70.7	Jun-09	Jun-11	Oct-13	Sep-16
Project C	\$74.3	Jun-09	Jun-11	Dec-13	Jul-18
I-5, SR-73 to Oso Parkway	\$151.9	Sep-11	Mar-15	Dec-18	Apr-25
Project C & D	\$195.8	Oct-11	Mar-15	Dec-19	Apr-25
I-5, Oso Parkway to Alicia Parkway	\$196.2	Sep-11	Nov-14	Jun-18	Nov-23
Project C & D	\$203.1	Oct-11	Nov-14	Mar-19	Nov-23
I-5, Alicia Parkway to El Toro Road	\$133.6	Sep-11	Mar-15	May-19	Oct-24
Project C	\$165.9	Oct-11	Mar-15	Sep-20	Oct-24
I-5, SR-73 to El Toro Road (Landscape)	TBD	N/A	TBD	TBD	TBD
Project C	\$12.4	N/A	Jul-22	Nov-24	Jun-26
I-5, I-5/Ortega Interchange	\$90.9	Sep-05	Jan-09	Aug-12	Sep-15
Project D	\$79.8	Sep-05	Jan-09	Aug-12	Jan-16

*Status through December 2020. For detailed project information, please refer to the individual project section within this report.

CAPITAL ACTION PLAN

Grey = Milestone achieved

Green = Forecast milestone meets or exceeds plan

Yellow = Forecast milestone is one to three months later than plan

Red = Forecast milestone is over three months later than plan

Non-bolded = Planned/Baseline

Bold = Forecasted/Actual

Capital Projects	Cost	Schedule			
	Baseline/Forecast (millions)	Begin Environmental	Begin Design	Award Contract	Complete Construction
I-5, I-5/Ortega Interchange (Landscape)	N/A	N/A	N/A	N/A	N/A
Project D	N/A	N/A	Jan-14	Sep-15	Sep-16
I-5, I-5/EI Toro Road Interchange	TBD	Apr-17	TBD	TBD	TBD
Project D Cost/Schedule Risk	TBD	Apr-17	TBD	TBD	TBD
SR-55, I-405 to I-5	\$410.9	Feb-11	Sep-17	Jul-21	Aug-25
Project F Cost/Schedule Risk	\$503.2	May-11	Sep-17	Apr-22	Apr-26
SR-55, I-5 to SR-91	TBD	Dec-16	TBD	TBD	TBD
Project F	TBD	Dec-16	TBD	TBD	TBD
SR-57 Northbound (NB), Orangewood Avenue to Katella Avenue	TBD	Apr-16	TBD	TBD	TBD
Project G	TBD	Apr-16	TBD	TBD	TBD
SR-57 (NB), Katella Avenue to Lincoln Avenue	\$78.7	Apr-08	Jul-08	Aug-11	Sep-14
Project G	\$38.0	Apr-08	Aug-08	Oct-11	Apr-15
SR-57 (NB), Katella Avenue to Lincoln Avenue (Landscape)	N/A	N/A	N/A	N/A	N/A
Project G	N/A	N/A	May-09	Sep-17	Jun-18
SR-57 (NB), Orangethorpe Avenue to Yorba Linda Boulevard	\$80.2	Aug-05	Feb-08	Oct-10	May-14
Project G	\$52.3	Aug-05	Feb-08	Oct-10	Nov-14
SR-57 (NB), Yorba Linda Boulevard to Lambert Road	\$79.3	Aug-05	Feb-08	Oct-10	Sep-14
Project G	\$54.1	Aug-05	Feb-08	Oct-10	May-14
SR-57 (NB), Orangethorpe Avenue to Lambert Road (Landscape)	N/A	N/A	N/A	N/A	N/A
Project G	N/A	N/A	Oct-14	Feb-18	Apr-19
SR-57 (NB), Lambert Road to Tonner Canyon	TBD	TBD	TBD	TBD	TBD
Project G	TBD	Jul-23	TBD	TBD	TBD

*Status through December 2020. For detailed project information, please refer to the individual project section within this report.

CAPITAL ACTION PLAN

Grey = Milestone achieved

Green = Forecast milestone meets or exceeds plan

Yellow = Forecast milestone is one to three months later than plan

Red = Forecast milestone is over three months later than plan

Non-bolded = Planned/Baseline

Bold = Forecasted/Actual

Capital Projects	Cost	Schedule			
	Baseline/Forecast (millions)	Plan/Forecast			
		Begin Environmental	Begin Design	Award Contract	Complete Construction
SR-91 Westbound (WB), I-5 to SR-57	\$78.1	Jul-07	Oct-09	Nov-12	Apr-16
Project H	\$59.2	Jul-07	Mar-10	Jan-13	Jun-16
SR-91 Westbound (WB), I-5 to SR-57 (Landscape)	N/A	N/A	N/A	N/A	N/A
Project H	N/A	N/A	Nov-14	Mar-17	Nov-17
SR-91, SR-55 to Lakeview Avenue (Segment 1)	\$100.9	Jan-15	Mar-20	Feb-24	Sep-27
Project I	\$100.9	Jan-15	Mar-20	Feb-24	Sep-27
SR-91, La Palma Avenue to SR-55 (Segment 2)	\$208.4	Jan-15	Jun-20	Jul-24	Mar-28
Project I	\$208.4	Jan-15	Jun-20	Jul-24	Mar-28
SR-91, Acacia Street to La Palma Ave (Segment 3)	\$116.2	Jan-15	TBD	TBD	TBD
Project I	\$116.2	Jan-15	Nov-20	Sep-24	May-28
SR-91 (WB), Tustin Interchange to SR-55	\$49.9	Jul-08	Jul-11	Oct-13	Jul-16
Project I	\$42.5	Jul-08	Jun-11	Oct-13	Jul-16
SR-91, SR-55 to SR-241	\$128.4	Jul-07	Jun-09	Sep-11	Dec-12
Project J	\$79.7	Jul-07	Apr-09	May-11	Mar-13
SR-91, SR-55 to SR-241 (Landscape)	N/A	N/A	N/A	N/A	N/A
Project J	N/A	N/A	May-12	Oct-13	Feb-15
SR-91 Eastbound, SR-241 to SR-71	\$104.5	Mar-05	Jul-07	Jul-09	Nov-10
Project J	\$57.8	Mar-05	Jul-07	Aug-09	Jan-11
I-405, SR-73 to I-605 (Design-Build)	\$2,080.2	Mar-09	Mar-14	Nov-16	Feb-24
Project K	\$2,080.2	Mar-09	Mar-14	Nov-16	Feb-24
I-405, I-5 to SR-55	TBD	Dec-14	TBD	TBD	TBD
Project L	TBD	Dec-14	TBD	TBD	TBD

*Status through December 2020. For detailed project information, please refer to the individual project section within this report.

CAPITAL ACTION PLAN

Grey = Milestone achieved

Green = Forecast milestone meets or exceeds plan

Yellow = Forecast milestone is one to three months later than plan

Red = Forecast milestone is over three months later than plan

Non-bolded = Planned/Baseline

Bold = Forecasted/Actual

Capital Projects	Cost	Schedule			
	Baseline/Forecast	Plan/Forecast			
	(millions)	Begin Environmental	Begin Design	Award Contract	Complete Construction
I-605, I-605/Katella Interchange	\$29.0	Aug-16	TBD	TBD	TBD
Project M	\$29.0	Aug-16	Dec-20	Dec-23	Aug-25
Grade Separation Projects:					
Raymond Avenue Railroad Grade Separation	\$77.2	Feb-09	Mar-10	May-13	Aug-18
Project O	\$126.2	Feb-09	Mar-10	Feb-14	May-18
State College Boulevard Railroad Grade Separation (Fullerton)	\$73.6	Dec-08	Jul-06	May-13	May-18
Project O	\$99.6	Dec-08	Jul-06	Feb-14	Mar-18
Placentia Avenue Railroad Grade Separation	\$78.2	Jan-01	Jan-09	Jun-11	Nov-14
Project O	\$64.5	Jan-01	Jan-09	Jul-11	Dec-14
Kraemer Boulevard Railroad Grade Separation	\$70.4	Jan-01	Jan-09	Aug-11	Oct-14
Project O	\$63.8	Jan-01	Feb-09	Sep-11	Dec-14
Orangethorpe Avenue Railroad Grade Separation	\$117.4	Jan-01	Feb-09	May-12	Sep-16
Project O	\$105.9	Jan-01	Feb-09	Jan-13	Oct-16
Tustin Avenue/Rose Drive Railroad Grade Separation	\$103.0	Jan-01	Feb-09	Aug-12	May-16
Project O	\$96.6	Jan-01	Feb-09	Feb-13	Oct-16
Lakeview Avenue Railroad Grade Separation	\$70.2	Jan-01	Feb-09	May-13	Mar-17
Project O	\$110.7	Jan-01	Feb-09	Nov-13	Jun-17
Rail and Station Projects:					
Sand Canyon Avenue Railroad Grade Separation	\$55.6	N/A	Jan-04	Feb-11	May-14
Project R	\$61.9	N/A	Jan-04	Feb-11	Jan-16

*Status through December 2020. For detailed project information, please refer to the individual project section within this report.

CAPITAL ACTION PLAN



Grey = Milestone achieved

Green = Forecast milestone meets or exceeds plan

Yellow = Forecast milestone is one to three months later than plan

Red = Forecast milestone is over three months later than plan

Non-bolded = Planned/Baseline

Bold = Forecasted/Actual

Capital Projects	Cost	Schedule			
	Baseline/Forecast (millions)	Plan/Forecast			
		Begin Environmental	Begin Design	Award Contract	Complete Construction
Rail-Highway Grade Crossing Safety Enhancement	\$94.4	Jan-08	Jan-08	Aug-09	Dec-11
Project R	\$90.4	Jan-08	Jan-08	Aug-09	Dec-11
San Clemente Beach Trail Safety Enhancements	\$6.0	Sep-10	Feb-12	Oct-12	Jan-14
Project R	\$5.0	Sep-10	Feb-12	May-13	Mar-14
San Juan Capistrano Passing Siding	\$25.3	Aug-11	Mar-15	Dec-16	Feb-21
Cost/Schedule Risk	\$36.4	Aug-11	Mar-15	Mar-19	Nov-20
Placentia Metrolink Station and Parking Structure	\$34.8	Jan-03	Oct-08	TBD	TBD
Project R	\$40.1	Jan-03	Oct-08	Aug-21	Mar-23
Orange County Maintenance Facility	TBD	Apr-20	TBD	TBD	TBD
Project R	TBD	Apr-20	TBD	TBD	TBD
Anaheim Canyon Station	\$27.9	Jan-16	Mar-19	Nov-19	Mar-21
	\$29.9	Jan-16	Mar-18	Mar-21	Oct-22
Orange Station Parking Expansion	\$33.2	Dec-09	Nov-10	Nov-16	Feb-19
	\$30.9	Dec-09	Nov-10	Jun-17	Feb-19
Fullerton Transportation Center - Elevator Upgrades	\$3.5	N/A	Jan-12	Sep-14	Mar-17
	\$4.2	N/A	Jan-12	Apr-15	May-19
Laguna Niguel/Mission Viejo Station ADA Ramps	\$3.5	Jul-13	Jul-13	Jan-15	Apr-17
	\$5.0	Jul-13	Jul-13	Oct-15	Sep-17
Anaheim Regional Transportation Intermodal Center	\$227.4	Apr-09	Jun-09	Jul-12	Nov-14
Project R & T	\$232.2	Apr-09	Jun-09	Sep-12	Dec-14
OC Streetcar	\$424.4	Aug-09	Feb-16	Aug-18	Dec-21
Project S	\$424.4	Aug-09	Feb-16	Sep-18	Oct-22

*Status through December 2020. For detailed project information, please refer to the individual project section within this report.

This Page Intentionally Left Blank



January 2018

FREEWAY IMPROVEMENT PROGRAM

Interstate 5 (I-5) Projects

- A** I-5, SR-55 to SR-57
- B** I-5, El Toro "Y" Area to SR-55
- C** I-5, SR-73 to El Toro Road
- C** I-5, Avenida Pico to San Juan Creek Road
- D** I-5 Highway Interchanges

State Route 22 (SR-22) Projects

- E** SR-22 Access Improvements

State Route 55 (SR-55) Projects

- F** SR-55, I-405 to I-5
- F** SR-55, I-5 to SR-91

State Route 57 (SR-57) Projects

- G** SR-57 NB, Orangewood Avenue to Katella Avenue
- G** SR-57 NB, Katella Avenue to Lincoln Avenue
- G** SR-57 NB, Orangethorpe Avenue to Lambert Road
- G** SR-57 NB, Lambert Road to Tonner Canyon Road

State Route 91 (SR-91) Projects

- H** SR-91 WB, I-5 to SR-57
- I** SR-91, SR-57 to SR-55
- J** SR-91, SR-55 to Riverside County Line

Interstate 405 (I-405) Projects

- K** I-405, I-605 to SR-73
- L** I-405, SR-55 to El Toro "Y" Area

Interstate 605 (I-605) Projects

- M** I-605 Katella Interchange Improvements

Freeway Mitigation Restoration Projects
Part of Projects A-M

Freeway Mitigation Acquisition Projects
Part of Projects A-M

STREETS & ROADS

- O** Grade Separation Program (shown)
- P** Signal Synchronization Project Corridors

TRANSIT PROJECTS

- R** Grade Separation and Station Improvement Projects
- S** Transit Extensions to Metrolink
- T** Metrolink Station Conversion to accept Future High-Speed Rail Systems

OC GO PROJECTS NOT SHOWN

- Project N:** Freeway Service Patrol
- Project O:** Streets & Roads - Regional Capacity Program
- Project Q:** Local Fair Share Program
- Project R:** Grade crossing and Trail Safety Enhancements
- Project W:** Safe Transit Stops
- Project X:** Environmental Cleanup Program

- Project U:** Senior Mobility Program (SMP), Senior Non-emergency Medical Transportation Program (SNEMT), and Fare Stabilization Programs
- Project V:** Community Based Transit/Circulators
- Project W:** Safe Transit Stops
- Project X:** Environmental Cleanup Program



COMMITTEE TRANSMITTAL

March 8, 2021

To: Members of the Board of Directors
From: Andrea West, Interim Clerk of the Board *Andrea West*
Subject: Agreement for Measure M2 Environmental Mitigation Program
Regulatory Support Services

Regional Planning and Highways Committee Meeting of March 1, 2021

Present: Directors Bartlett, Chaffee, Delgleize, Harper, Hernandez, Muller,
Murphy, and Sarmiento
Absent: None

Committee Vote

Following the roll call vote, this item was declared passed 8-0 by the Members present.

Committee Recommendations

- A. Approve the selection of Glenn Lukos Associates, Inc., as the firm to provide regulatory support of the Orange County Transportation Authority's Measure M2 Environmental Mitigation Program.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2701 between the Orange County Transportation Authority and Glenn Lukos Associates, Inc., in the amount of \$500,000, for a five-year term to provide regulatory permitting services associated with the Orange County Transportation Authority's Measure M2 Environmental Mitigation Program.



March 1, 2021

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Agreement for Measure M2 Environmental Mitigation Program
Regulatory Support Services

A handwritten signature in blue ink, appearing to read "Darrell E. Johnson", is positioned to the right of the "From:" field.

Overview

Consultant services are needed to provide professional environmental mitigation support with a focus on regulatory permitting services associated with the Orange County Transportation Authority's Measure M2 Environmental Mitigation Program. Board of Directors' approval is requested to execute an agreement for these services.

Recommendations

- A. Approve the selection of Glenn Lukos Associates, Inc., as the firm to provide regulatory support of the Orange County Transportation Authority's Measure M2 Environmental Mitigation Program.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2701 between the Orange County Transportation Authority and Glenn Lukos Associates, Inc., in the amount of \$500,000, for a five-year term to provide regulatory permitting services associated with the Orange County Transportation Authority's Measure M2 Environmental Mitigation Program.

Discussion

In 2006, Orange County voters approved the renewal of Measure M, the half-cent sales tax to support continued investments in transportation projects and programs in Orange County through 2041. As part of the Measure M2 (M2) Program, a portion of the M2 Freeway Program revenues was set aside for the M2 Environmental Mitigation Program (EMP). The EMP provides funding for coordinated mitigation to offset impacts from the 13 freeway projects covered by M2 and ensures a streamlined permitting process.

The Orange County Transportation Authority (OCTA) prepared the Natural Community Conservation Plan/Habitat Conservation Plan (Conservation Plan) as a mechanism to offset potential project-related impacts on threatened and endangered species and their habitats in a comprehensive manner. A key component of the Conservation Plan has included the identification and acquisition of open space properties to offset habitat impacts. To date, seven OCTA properties (Preserves), totaling approximately 1,300 acres, have been successfully acquired (Attachment A). In addition, 12 different habitat restoration projects have been funded throughout Orange County and are also displayed in this same attachment.

The selected consultant will be a resource during the contract term to support the EMP with various tasks in relation to freeway project permitting, the Preserves, and the restoration projects. The M2 freeway projects are anticipated to impact jurisdictional waters, or waters that are subject to regulation by the United States Army Corps of Engineers (Corps), the State Water Resources Control Board (SWRCB), and the California Department of Fish and Wildlife (CDFW). These same types of impacts may also occur at the Preserves due to ongoing management or emergency projects. Regulatory permits may be required to cover each of these activities. The range of tasks the selected consultant may perform includes regulatory agency coordination, freeway project permitting consistency checks, assistance with Preserve permitting, conducting technical field assessments, providing cultural support services for EMP compliance, assistance with the development of land protection documents, and support for the transfer of management of the Preserves.

Procurement Approach

This procurement was handled in accordance with OCTA Board of Directors (Board)-approved procedures for professional and technical services. In addition to cost, many other factors are considered in an award for professional and technical services. Award is recommended to the firm offering the most comprehensive overall proposal considering such factors as project organization and staffing, prior experience with similar projects, work plan, as well as cost and price.

On December 8, 2020, Request for Proposals (RFP) 0-2701 was issued electronically on CAMM NET. The project was advertised in a newspaper of general circulation on December 8 and 14, 2020. A pre-proposal conference was held on December 14, 2020, with three attendees representing three firms. Two addenda were issued to provide a copy of the pre-proposal registration sheet and communicate administrative information related to the RFP.

The firms' project managers and key team members had an opportunity to present qualifications and respond to the evaluation committee's questions. Questions were asked relative to the firms' experience performing similar services, enhancements to the scope of work, and cost-saving measures for this project. In addition, each firm was asked specific clarification questions related to their proposal.

After considering the responses to the questions asked during the interviews, the evaluation committee reviewed the preliminary rankings and made adjustments to individual scores. However, Glenn Lukos remained the higher ranked firm with the higher overall score.

Based on the evaluation of the written proposals, information obtained from the interviews, as well as cost and price, the evaluation committee recommends Glenn Lukos for consideration of the award. The following is a brief summary of the proposal evaluation results.

Qualifications of the Firm

Glenn Lukos is located in the City of Santa Ana and has been providing environmental services since 1989. The firm employs 21 environmental professionals. The firm has distinctive regulatory experience specifically within Orange County and has worked with public and private entities. This experience includes the Aliso Creek Restoration Project to obtain regulatory/resource agency approval for the Habitat Mitigation Monitoring Program and Property Analysis Report. Since 1994, the firm has performed various biological and regulatory services for the City of Laguna Beach and regulatory support for the Laguna Beach Fire Department. Glenn Lukos has also provided similar services for OCTA where it demonstrates in-depth understanding of the Corps Letter of Permission procedures and the SWRCB assurances. The firm has experience with coastal development permits for management tasks on the Preserves, as well as with the Corps to track the M2 project impacts to jurisdictional areas and mitigation as the M2 projects move forward.

Chambers is located in the City of Santa Ana and has been providing environmental expertise and technical documentation since 1978. The firm has 76 employees and four decades of support experience maintaining compliance with applicable federal, state, and/or local environmental laws, regulations, and guidelines. The firm demonstrated experience providing similar services on a project for the City of Newport Beach where the firm provided jurisdictional delineation reports and restoration plans for the Superior Avenue Pedestrian and Bicycle Bridge. Chambers also prepared renewal permits for the Lost Canyons, LLC, development project for Newport Pacific Land Company.

In addition, the firm provided environmental consulting services for Marblehead Development Partners for the Sea Summit at Marblehead Coastal Development Project in the City of San Clemente, and environmental project management for San Diego Gas & Electric Company. The firm did not list projects where they specifically performed regulatory services required by the scope of work.

Staffing and Project Organization

Glenn Lukos proposed a qualified team with over ten years of experience for each team member. Additionally, the project team includes task leads and support staff to provide flexible scheduling. The firm's proposal demonstrated staff's knowledge of sensitive wildlife, plant species, and vegetation communities in the foothills and coastline, as well as applicable technical skills. The proposed project team has managed restoration projects, sensitive species surveys, vegetation mapping, plant surveys, and other environmental services throughout Orange County. The proposed project manager and lead regulatory specialist each have 15 years of regulatory support experience throughout Southern California with proposed availability at 65 percent to commit to this project and have experience preparing permit applications and developing programmatic permitting framework for advanced mitigation approvals for OCTA and the Corps. During the interview, the project team provided comprehensive responses to the evaluation committee's questions.

Chambers proposed an experienced team. The proposed project manager has over 20 years of experience and proposed 80 percent availability to this project. The proposed project manager and regulatory specialist have worked within the County of Orange and demonstrated an understanding of basic regulatory permitting, mitigation, and habitat restoration process. The project team is comprised of task leads and support staff who have experience with environmental permitting and compliance processes, project management, business development, and agency consultation. Other proposed key personnel range from one to 17 years of experience performing similar work with the firm. The resumes did not demonstrate that proposed staff has experience with complex programs and projects within Southern California. The project team responded to questions during the interview except staff availability. Staff availability was provided via email after the interviews.

Work Plan

Glenn Lukos presented a work plan that addressed all elements of the scope of work, its requirements, and presented a clear plan to accomplish necessary services and flexibility in scheduling based on needs. In addition, the firm demonstrated an understanding and background of the OCTA Conservation Plan and goals of the EMP. The firm demonstrated knowledge of sensitive

cultural resources on the Preserves and provided examples of Preserve work that may need permitting. The firm demonstrated in-depth understanding of land protection documents needed for the project and described coordination efforts with regulatory agencies, such as CDFW and the Corps. The project team's presentation demonstrated an understanding of the project requirements, including developing and/or implementing programmatic permits specifically with the Corps as required by the scope of work. In addition, they demonstrated a knowledge and understanding of the Corps before and after mitigation impact checklist as required in the scope of work.

Chambers presented a work plan that addressed elements of the scope of work. The work plan demonstrated their understanding of the Preserve permitting and permitting processes, compensatory mitigation, jurisdictional delineations, but presented a generic work plan that was not specifically tailored to OCTA. The proposal also did not elaborate on development of land protection documents in the proposed work plan. The firm's quality assurance and quality control processes were well-defined and provided an avenue to proactively identify problems and solutions. The firm was responsive to the interview questions.

Cost and Price

Pricing scores were based on a formula which assigned the highest score to the firm with the lowest weighted average hourly rate and scored the other proposals' weighted average hourly rate based on its relation to the lowest weighted average hourly rate. Glenn Lukos' weighted average hourly rate was lower than Chambers' rates, as well as the OCTA project manager's independent cost estimate. Therefore, the firms' rates are deemed fair and reasonable.

Procurement Summary

Based on the evaluation of the written proposals, the firms' qualifications, and the information obtained from the interviews, as well as cost and price, the evaluation committee recommends the selection of Glenn Lukos as the top-ranked firm to provide professional environmental support with a focus on regulatory permitting services associated with OCTA's EMP. Glenn Lukos delivered a comprehensive proposal and an interview that was responsive to all the requirements of the RFP.

Fiscal Impact

This project was approved in OCTA's Fiscal Year 2020-21 Budget, Planning Division, Account No. 0017-7519-FX001-OYM, and is funded through the M2 sales tax revenues.

Summary

Staff is recommending the Board of Directors authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2701 between the Orange County Transportation Authority and Glenn Lukos Associates, Inc., in the amount of \$500,000, for a five-year term to provide professional environmental support with a focus on regulatory permitting services associated with the Orange County Transportation Authority's Measure M2 Environmental Mitigation Program.

Attachments

- A. OCTA Preserves and Funded Restoration Projects
- B. Review of Proposals, RFP 0-2701 Measure M2 Environmental Mitigation Program Regulatory Support Services
- C. Proposal Evaluation Criteria Matrix (Short-Listed Firms), RFP 0-2701 Measure M2 Environmental Mitigation Program Regulatory Support Services
- D. Contract History for the Past Two Years, RFP 0-2701 Measure M2 Environmental Mitigation Program Regulatory Support Services

Prepared by:



Lesley Hill
Environmental Mitigation Project Manager
(714) 560-5759

Approved by:

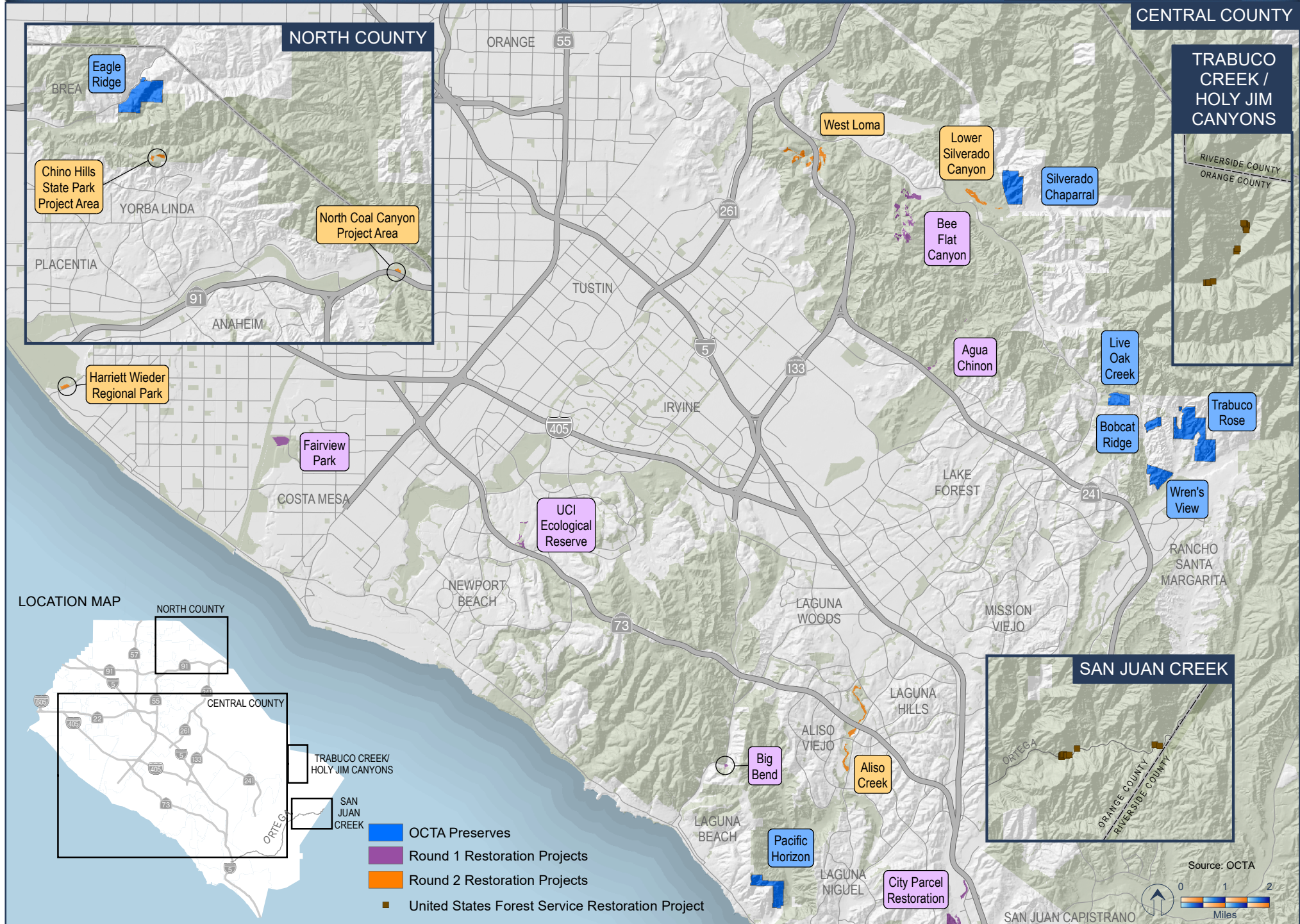


Kia Mortazavi
Executive Director, Planning
(714) 560-5741



Pia Veasapen
Director, Contracts Administration and
Materials Management
(714) 560-5619

OCTA Preserves and Funded Restoration Projects



Review of Proposals

RFP 0-2701 Measure M2 Environmental Mitigation Program Regulatory Support Services

Presented to the Regional Planning and Highways Committee on March 1, 2021

Three proposals were received, two firms were interviewed, one firm is being recommended

Overall Ranking	Proposal Score	Firm & Location	Sub-Contractors	Evaluation Committee Comments	Weighted Average Hourly Rates
1	86	Glenn Lukos Associates, Inc. Santa Ana, California	Brian F. Smith and Associates, Inc.	<p>Has been providing environmental services since 1989 with 21 employees.</p> <p>Project manager has 15 years of similar experience and proposed 65 percent availability for the City of Laguna Niguel.</p> <p>Proposed a qualified team and each team member has over ten years of experience.</p> <p>Work plan addressed all elements of the scope of work.</p> <p>Worked with Aliso Creek Restoration Project to obtain regulatory/resource agency approval for the Habitat Mitigation Monitoring Program and Property Analysis Record.</p> <p>The firm demonstrated in-depth understanding of the United States Army Corps of Engineers Letter of Permission procedures and the State Water Resources Control Board assurances.</p> <p>Since 1994, the firm has performed various biological and regulatory services for the City of Laguna Beach and regulatory support for the Laguna Beach Fire Department.</p> <p>Proposed lowest hourly rates.</p> <p>The firm provided comprehensive responses to all questions during interviews.</p>	\$149
2	74	Chambers Group, Inc. Santa Ana, California	Rincon Consultants, Inc.	<p>Has been providing environmental expertise since 1978 with 76 employees.</p> <p>Project manager has 20 years of similar experience and proposed 80 percent availability.</p> <p>Proposed a qualified team and each team member has over 17 years of experience.</p> <p>The firm demonstrated similar experience on projects for the City of Newport Beach and Sea Summit at Marblehead Coastal Development Project in the City of San Clemente.</p> <p>The work plan demonstrated their understanding of the Preserve permitting and permitting processes, but did not necessarily tailor it more specifically to apply to OCTA.</p> <p>Proposed competitive hourly rates.</p> <p>The firm answered all questions during interviews.</p>	\$152

Evaluation Panel

- Contracts Administration and Materials Management (1)
- Project Development (2)
- Public Outreach (1)
- Project Management (1)

Proposed Criteria

- Qualifications of the Firm
- Staff and Project Organization
- Work Plan
- Cost and Price

Weight Factors

- 30 percent
- 30 percent
- 20 percent
- 20 percent

Acronyms

- RFP - Request for proposals
- OCTA - Orange County Transportation Authority

PROPOSAL EVALUATION CRITERIA MATRIX (Short-Listed)
RFP 0-2701 MEASURE M2 ENVIRONMENTAL MITIGATION PROGRAM
REGULATORY SUPPORT SERVICES

Glenn Lukos Associates, Inc.						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.00	4.50	4.00	5.00	4.50	6	26.40
Staffing/Project Organization	4.00	4.50	4.00	4.00	4.00	6	24.60
Work Plan	3.50	4.00	4.00	4.00	3.50	4	15.20
Cost and Price	5.00	5.00	5.00	5.00	5.00	4	20.00
Overall Score	82.00	90.00	84.00	90.00	85.00		86
Chambers Group, Inc.						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	3.50	3.50	3.50	3.50	3.50	6	21.00
Staffing/Project Organization	3.50	3.00	3.50	3.50	3.00	6	19.80
Work Plan	3.50	3.00	3.50	3.50	3.00	4	13.20
Cost and Price	4.90	4.90	4.90	4.90	4.90	4	19.60
Overall Score	75.60	70.60	75.60	75.60	70.60		74

Score for Non-Short Listed firm is 69

Acronym
RFP - Request for proposals



COMMITTEE TRANSMITTAL

March 8, 2021

To: Members of the Board of Directors
From: Andrea West, Interim Clerk of the Board *Andrea West*
Subject: Agreements for Freeway Service Patrol Services

Regional Planning and Highways Committee Meeting of March 1, 2021

Present: Directors Bartlett, Chaffee, Delgleize, Harper, Hernandez, Muller, Murphy, and Sarmiento
Absent: None

Committee Vote

Following the roll call vote, this item was declared passed 8-0 by the Members present.

Committee Recommendations

- A. Approve the selection of Veterans Towing, LLC, to provide freeway service patrol services for service area 1.
- B. Approve the selection of California Coach Orange, Inc., to provide freeway service patrol services for service areas 3, 5, and 10.
- C. Approve the selection of California Roadside Service, LLC, to provide freeway service patrol services for service area 6.
- D. Approve the selection of Beach Town Towing, LLC, doing business as Orange County Motor Club, to provide freeway service patrol services for service area 8.
- E. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2721 between the Orange County Transportation Authority and Veterans Towing, LLC, in the amount of \$3,984,992, to provide freeway service patrol services for service area 1 from October 2, 2021 through October 2, 2027.



Committee Recommendations (Continued)


- F. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-1-3311 between the Orange County Transportation Authority and California Coach Orange, Inc., in the amount of \$16,170,275, to provide freeway service patrol services for service areas 3 and 10 from October 2, 2021 through October 2, 2027, and service area 5 from December 4, 2021 through October 2, 2027.

- G. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-1-3312 between the Orange County Transportation Authority and California Roadside Service, LLC, in the amount of \$4,868,234, to provide freeway service patrol services for service area 6 from October 2, 2021 through October 2, 2027.

- H. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-1-3313 between the Orange County Transportation Authority and Beach Town Towing, LLC, doing business as Orange County Motor Club, in the amount of \$5,431,156, to provide freeway service patrol services for service area 8 from December 4, 2021 through October 2, 2027.



March 1, 2021

To: Regional Planning and Highways Committee 
From: Darrell E. Johnson, Chief Executive Officer
Subject: Agreements for Freeway Service Patrol Services

Overview

On October 12, 2020, the Board of Directors approved the release of a request for proposals for freeway service patrol services for six service areas consisting of six all-day beats, 12 peak-hour beats, three weekend beats, and one construction support beat. Proposals were received in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services. Board of Directors' approval is requested to execute agreements for these service areas.

Recommendations

- A. Approve the selection of Veterans Towing, LLC, to provide freeway service patrol services for service area 1.
- B. Approve the selection of California Coach Orange, Inc., to provide freeway service patrol services for service areas 3, 5, and 10.
- C. Approve the selection of California Roadside Service, LLC, to provide freeway service patrol services for service area 6.
- D. Approve the selection of Beach Town Towing, LLC, doing business as Orange County Motor Club, to provide freeway service patrol services for service area 8.
- E. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2721 between the Orange County Transportation Authority and Veterans Towing, LLC, in the amount of \$3,984,992, to provide freeway service patrol services for service area 1 from October 2, 2021 through October 2, 2027.

- F. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-1-3311 between the Orange County Transportation Authority and California Coach Orange, Inc., in the amount of \$16,170,275, to provide freeway service patrol services for service areas 3 and 10 from October 2, 2021 through October 2, 2027, and service area 5 from December 4, 2021 through October 2, 2027.
- G. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-1-3312 between the Orange County Transportation Authority and California Roadside Service, LLC, in the amount of \$4,868,234, to provide freeway service patrol services for service area 6 from October 2, 2021 through October 2, 2027.
- H. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-1-3313 between the Orange County Transportation Authority and Beach Town Towing, LLC, doing business as Orange County Motor Club, in the amount of \$5,431,156, to provide freeway service patrol services for service area 8 from December 4, 2021 through October 2, 2027.

Discussion

The Orange County Transportation Authority (OCTA) contracts with private tow service firms to provide freeway service patrol (FSP) services that comply with standard operating guidelines developed by the California Highway Patrol (CHP) and OCTA. Through these contracts, the tow service firms provide all necessary tow trucks, personnel, uniforms, equipment, and fuel for assisting motorists. The private tow service firms retain the title and physical ownership of the tow trucks purchased at the inception of the contract. OCTA pays a flat revenue vehicle hour (RVH) rate during actual hours of FSP service. The RVH rate includes FSP operator initial training and certification, daily vehicle inspections, travel time to and from the beats, required safety meetings, required quarterly training, and vehicle maintenance in addition to other costs of providing these services.

The FSP tow contracts are competitively procured following OCTA procurement policies. OCTA currently has six agreements with three different tow service firms to provide the FSP. Procurement for new agreements are completed for approximately half of the service areas every three years. The overall number of service areas and agreements change over time to reflect changes in the program and actual contract awards. At present, there are ten service areas operated through six agreements, with contract terms expiring in October and December 2021 and in December 2023.

Since FSP service is significantly different than typical towing services, contractors that have never operated FSP service are limited to one service area

comprised of no more than four beats in the initial award. If the contractor is in good standing, the contractor will then be eligible to compete and potentially be awarded additional service areas when subsequent procurements are released.

In February 2020, the Board of Directors (Board) approved a ten-month extension to two FSP agreements to realign procurement dates and allow staff to more effectively group and distribute work among the FSP agreements. The current procurement includes the reconfiguration of existing beat boundaries and the creation of all-day roving beats that patrol across beat boundaries to provide coverage when an operator is on break or busy assisting a motorist, expands the provision of midday service throughout the county, and allow for additional early morning and later evening sweeps through specific service areas. All-day roving patrols will be accomplished through a combination of service beat realignments and funds that are available through SB 1 (Chapter 5, Statutes of 2017), which added funding through Chapter 2, Section 2032d of the California Streets and Highway Code. Although the recommended reconfiguration provides increased service levels during certain hours of the day, the net result is an 11 percent reduction in weekday FSP hours. Staff intends to continue to reconfigure service beats in a similar manner for future procurements as we continue to monitor the effects of the coronavirus pandemic and other factors that impact traffic in Orange County.

This project is for FSP services in six service areas, consisting of six all-day beats, 12 peak-hour beats, three weekend beats, and one construction support beat. These services are currently being provided under separate agreements that expire on October 2, 2021 and December 3, 2021. Attachment A lists the FSP beats for this procurement.

Procurement Approach

This procurement was handled in accordance with OCTA's Board-approved procedures for professional and technical services. In addition to cost, many other factors are considered in an award for professional and technical services. Award is recommended to the firms offering the most comprehensive overall proposal considering such factors as staffing and project organization, prior experience with similar projects, work plan, as well as a fair and reasonable price structure.

On October 12, 2020, the Board authorized the release of Request for Proposals (RFP) 0-2574, which was issued electronically on CAMM NET. This RFP was subsequently cancelled due to unclear CHP guidelines for suspending or terminating a firm from a California FSP program or CHP Rotation Tow program, which inadvertently resulted in exclusion of some firms being able to submit a proposal to the RFP.

On December 3, 2020, a new RFP was issued, RF 0-2721, with updated and well-defined guidelines for the eligibility to participate in the FSP program. The RFP was advertised in a newspaper of general circulation on December 4 and 7, 2020. A pre-proposal conference was held on December 10, 2020 via Skype conference, with six firms attending. One addendum was issued to make available the pre-proposal conference registration sheet and presentation, as well as to respond to questions.

On December 29, 2020, five proposals were received. Two firms submitted proposals for all six service areas; the other firms submitted for one or more service areas. An evaluation committee consisting of OCTA staff from Contracts Administration and Materials Management and Motorist Services departments, as well as external representatives from CHP, Riverside County Transportation Commission, and San Bernardino Associated Governments met to review all proposals received. The proposals were evaluated based on the following Board-approved evaluation criteria and weightings:

- Qualifications of the Firm 30 percent
- Staffing and Project Organization 30 percent
- Work Plan 15 percent
- Cost and Price 25 percent

Several factors were considered in developing the evaluation criteria weightings. FSP contractors must meet stringent state and local guidelines in order to operate as an FSP provider. To ensure these standards are met, qualifications of the firm was weighted at 30 percent. Staffing and project organization was also assigned 30 percent because the service patrol operator's ability to comply with state and local guidelines and remain in good standing are critical to successfully fulfilling the requirements set forth for the FSP program. The service being sought is so highly regulated by Caltrans and the CHP that there is no ability for an FSP provider to deviate from the scope of services; therefore, the work plan was assigned the lowest weight at 15 percent. Cost and price was weighted at 25 percent to ensure that OCTA receives value for the services provided by obtaining competitive pricing to accomplish the requested services.

On January 12, 2021, the evaluation committee used a two-step evaluation approach by first evaluating the technical proposals, reviewing the qualifications of firms, staffing and project organization, and work plan. Based on the total scores of the technical evaluation criteria for each proposal, a short-list of firms was developed. The evaluation committee conducted interviews with the following short-listed firms specified in alphabetical order:

Firm and Location

Beach Town Towing, LLC,
Doing business as Orange County Motor Club (OCMC)
Lake Forest, California

California Coach Orange, Inc. (Cal Coach)
Orange, California

California Roadside Service, LLC (CRS)
Anaheim, California

Veterans Towing, LLC (Veterans)
Fullerton, California

On January 14, 2021, the evaluation committee conducted interviews via Skype conference with the four short-listed firms. During the interview, each firm had the opportunity to demonstrate its knowledge and understanding of OCTA's requirements, as well as present its approach for accomplishing the requested services, project team qualifications, and respond to evaluation committee questions. Firms were asked to discuss their pre-employment processes, including operator background checks, driving record checks, and drug and alcohol testing, as well as how each service area will be monitored on an ongoing basis. Firms were also required to describe the key elements of the Orange County FSP program and identify areas that would be critical for success. All firms also answered specific questions to each firm's proposal relative to OCTA's requirements specified in the scope of work.

After interviews, the evaluation committee met to complete the evaluation. The pricing submitted as a separate file by the short-listed firms were then opened and RVH rates were scored. All firms were evaluated based on technical merit, information gathered during interviews, and proposed RVH rates. In addition, all short-listed firms were requested to submit a best and final offer (BAFO) to provide more competitive RVH rates.

After considering the responses to the questions asked during the interviews and BAFOs, the evaluation committee reconvened and adjusted the individual scores of the short-listed firms. The overall ranking of the firms remained unchanged.

Based on the evaluation of the written proposals, information obtained from the interviews, and the BAFOs, the evaluation committee recommends the selection of the following firms to provide FSP services in the service areas listed as follows:

Service Area 1:	Veterans
Service Area 3:	Cal Coach
Service Area 5:	Cal Coach
Service Area 6:	CRS
Service Area 8:	OCMC
Service Area 10:	Cal Coach

Following is a brief summary of the evaluation results:

Qualifications of the Firm

All short-listed firms have at least three years of towing experience as required in the RFP. Two of the firms have previous Orange County FSP experience, and two firms will be new to the FSP program but demonstrated experience providing similar towing services.

Cal Coach has extensive experience in the towing industry. Cal Coach has been in the towing industry over 20 years and currently provides rotation tow services for the CHP, City of Orange, Los Angeles County Sheriff's Department, and OCTA FSP programs. Cal Coach has provided services for the Orange County FSP program since 1998. Cal Coach's proposal demonstrated a thorough knowledge and understanding of the service requirements. The firm's presentation and comprehensive responses to the interview questions reflected a high level of experience to provide the services. Cal Coach is located in close proximity to service areas 3, 5, and 10.

OCMC has been in the towing industry since 1989 and currently provides tow services for OCTA's FSP program, the CHP rotation tow, Orange County Sheriff's Department, and the Automobile Club of Southern California (AAA). OCMC's extensive relevant experience in the towing industry and proven track record of effectively managing FSP projects to consistently meet or exceed program requirements was clearly demonstrated through its proposal and during the interview. OCMC is located in close proximity to service area 8.

Veterans was established in 2016 with the purpose of providing towing service and creating employment opportunities for transitioning veterans. Veterans' customers include CHP and Orange County Public Works, as well as local businesses in the Orange County area, such as roadside assistance companies and insurance companies. Veterans provides light duty, medium duty, heavy duty roadside assistance, and equipment transportation and hauling. The firm's proposal and interview demonstrated a thorough knowledge and understanding of the service requirements. Although Veterans has never participated in OCTA's FSP program, it demonstrated capability to perform these services. Veterans is located in close proximity to service area 1. Veterans is new to FSP

program and based on the program's guidelines, is eligible to be awarded one service area.

CRS demonstrated its abilities and experience in the towing industry through the written proposal and interview. CRS was founded in 2012 and demonstrated experience providing government agencies, as well as private companies, with towing and roadside services similar to the requested FSP program specified in the scope of services. The firm has an established track record providing rotational towing services to CHP and County of Orange Sheriff's Department. CRS is also a primary contractor with AAA. Although CRS has never participated in OCTA's FSP program, it demonstrated capability to perform these services. CRS is located in close proximity to service area 6. CRS is new to the FSP program and based on the program's guidelines, is eligible to be awarded one service area.

Staffing and Project Organization

The short-listed firms proposed knowledgeable project teams with demonstrated experience in towing services.

Cal Coach proposed key personnel that have extensive FSP technical and administrative experience and demonstrated a high level of competence and commitment to the success of this project during the interview. As the current provider for several service areas, Cal Coach currently has FSP program certified staff that will be available to perform the required services. Cal Coach also has cross-trained drivers, all of whom maintain a valid FSP certification.

OCMC's proposed project team has demonstrated experience in the towing industry and well-rounded experience in the FSP program. OCMC currently has FSP program certified staff that will be available to perform the required services. OCMC proposed to manage the FSP program with the same experienced project team. Key personnel in attendance during the interview responded to all questions competently and effectively demonstrated their approach to meeting the program requirements.

Veterans proposed a project team with relevant experience in towing services. The key personnel present during the interview responded to all questions thoroughly and in a professional manner and will oversee all aspects of running a successful FSP program, ranging from scheduling beats to maintenance of vehicles, payroll, training, safety, quality assurance, and contract compliance.

CRS proposed key personnel have extensive experience in the towing service with thorough knowledge of FSP program requirements. The project organization plan proposed by CRS detailed the level of commitment for the team members for this project. Furthermore, information discussed during the

interview regarding key elements of the Orange County FSP program was adequately and clearly addressed.

Work Plan

The work plan proposed by Cal Coach thoroughly addressed every aspect in the scope of services and demonstrated exceptional knowledge and understanding of OCTA's requirements. The work plan includes a detailed acquisition plan for purchase of vehicles and equipment, daily task outline, project schedule, and hiring process. Cal Coach uses a maintenance software program that provides alerts to important maintenance information to reduce vehicle downtime.

The work plan proposed by OCMC demonstrated an in-depth and excellent understanding of the requirements for the requested services. OCMC's approach for meeting regulatory requirements and their employee pay and benefit structure were thoroughly addressed in the work plan and described during the interview. OCMC's work plan also includes elements in the scope of work, such as vehicle procurement plan, daily schedule and hiring process.

Veterans' work plan displayed knowledge and understanding of the services specified in the scope of work. The firm's approach to meeting regulatory requirements was thoroughly addressed in the written proposal and further described during the interview. Veteran's work plan also includes details on week-by-week project scheduling plan, as well as methods to ensure safety and standard operating guidelines are met.

CRS' work plan conformed to the scope of services identified in the RFP, and addressed and responded to elements mentioned in the scope of services, such as recruitment process, equipment maintenance, and service compliance. It also provides details on employee selection and training. CRS proposed tracking devices to monitor location and speed with real time data for their vehicles.

Cost and Price

The firms were asked to provide RVH rates based on various fuel price ranges. The proposed RVH rates were scored using an average cost at the fuel rate range of \$3.01 - \$4.00 per gallon. Pricing scores were based on a formula, which assigned the highest score to the lowest RVH rate and scored the other proposed RVH rates based on their relation to the lowest RVH rate.

The short-listed firms submitted pricing that was competitive and within the OCTA's project manager's independent cost estimate.

Procurement Summary

Based on the evaluation of the written proposals, the qualifications of the firms, the information obtained from the interviews, and the BAFOs, the evaluation committee recommends the selection of Veterans, Cal Coach, CRS, and OCMC to provide FSP services.

All firms demonstrated a comprehensive knowledge and understanding of OCTA's requirements and expectation in providing the requested services in their proposals and during the interviews. All firms' work plans show a thorough approach and demonstrated the ability to meet or exceed all aspects of the service requirements addressed in the RFP.

Fiscal Impact

The project is included in the OCTA Fiscal Year 2020-21 Budget, Motorist Services Department - Service Authority for Freeway Emergencies Fund, Account No. 0013-7629-S1002-AVX, and funded through the State Highway Account and Road Repair and Recovery Act of 2017 Account, with at least a 25 percent match provided by OCTA through local Service Authority for Freeway Emergencies and Measure M2 funding. Future year funding will be included in each year's operating budget.

Summary

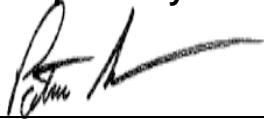
Based on the information provided, staff recommends the Board of Directors authorize the Chief Executive Officer to negotiate and execute the following agreements with the Orange County Transportation Authority:

- Agreement No. C-0-2721 with Veterans Towing, LLC, in the amount of \$3,984,992, for FSP services in service area 1 from October 2, 2021 through October 2, 2027;
- Agreement No. C-1-3311 with California Coach Orange, Inc., in the amount of \$16,170,275, for FSP services in service areas 3 and 10 from October 2, 2021 through October 2, 2027 and service area 5 from December 4, 2021 through October 2, 2027;
- Agreement No. C-1-3312 with California Roadside Service, LLC, in the amount of \$4,868,234, for FSP services in service area 6 from October 2, 2021 through October 2, 2027; and
- Agreement No. C-1-3313 with Beach Town Towing, LLC, doing business as Orange County Motor Club, in the amount of \$5,431,156, for FSP services in service area 8, from December 4, 2021 through October 2, 2027.

Attachments

- A. Orange County Freeway Service Patrol Service Areas
- B. Review of Proposals, RFP 0-2721 Freeway Service Patrol Services
- C. Proposal Evaluation Criteria Matrix (Short-Listed Firms), RFP 0-2721: Freeway Service Patrol Services
- D. Contract History for the Past Two Years, RFP 0-2721 Freeway Service Patrol Services

Prepared by:



Patrick Sampson
Manager, Motorist Services
714-560-5425

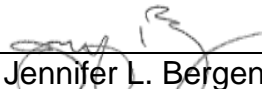
Approved by:



Cliff Thorne
Director, Maintenance and Motorist
Services
714-560-5975



Pia Veesapen
Director, Contracts Administration and
Materials Management
714-560-5619



Jennifer L. Bergener
Chief Operating Officer, Operations/
Deputy Chief Executive Officer
714-560-5462

Orange County Freeway Service Patrol Service Areas

ATTACHMENT A

Effective 10/2/2021

Agreement Term	Service Area	Beat #	Location	Tow Trucks	Backup Trucks	Hours of Operation
State Route 91 (SR-91)						
Service Starts 10/2/21 through 10/2/2027	1	910	Carmenita Road - SR-57 (Rover) W/ Patrols through I-5 and SR-57 Interchange	1	1	5:30 to 19:30 Mon - Fri With Two 30 Minute Lunch Breaks
		911	Carmenita Road - Euclid Street	1		Peak Hour Service 6:00 to 10:00 and 15:00 to 19:00
		912	Euclid Street - Tustin Avenue	1		Monday through Friday
State Route 22 (SR-22)						
Service Starts 10/2/21 through 10/2/2027	3	220	Valley View Street - SR-55 (Rover) W/ Patrols through I-5 / SR-57 and SR-55 Interchanges	1	1	5:30 to 19:30 Mon - Fri With Two 30 Minute Lunch Breaks
		221	Valley View Street - Euclid Street	1	1	Peak Hour Service 6:00 to 10:00 and 15:00 to 19:00
		222	Euclid Street - SR-55	1		Monday through Friday
		225	SR-22 Through SR-57, I-5, & SR-55 Interchange Area		Existing Tow	Saturday and Sunday 10:30 to 19:00
Interstate 405 (I-405)						
Service Starts 12/4/21 through 10/2/2027	5	408	Fairview Road - Bake Parkway W/ I-5 Interchange (Rover)	1	1	5:30 to 19:30 Mon - Fri With Two 30 Minute Lunch Breaks
		409	Fairview Road - Culver Road	1	1	Peak Hour Service 6:00 to 10:00 and 15:00 to 19:00
		410	Culver Road - Bake Parkway	1		Monday through Friday
		402*	I-605 to SR-73 (Construction Support) * * Service may be moved or discontinued at any time		Existing Tow	Construction Support Service Mon - Fri 20:00 to 00:00 Saturday and Sunday 10:30 to 19:00
Interstate 5 (I-5)						
Service Starts 10/2/21 through 10/2/2027	6	500	Artesia Boulevard - 17th Street (Rover) W/ Patrols through SR-91 and SR-22 Interchange	1	1	5:30 to 19:30 Mon - Fri With Two 30 Minute Lunch Breaks
		501	Artesia Boulevard - Euclid Street	1		Peak Hour Service 6:00 to 10:00 and 15:00 to 19:00
		502	Euclid Street - 17th Street	1		Monday through Friday
Service Starts 12/4/21 through 10/2/2027	8	506	El Toro Road - Christianitos Road (Rover)	1	1	5:30 to 19:30 Mon - Fri With Two 30 Minute Lunch Breaks
		507	El Toro Road - Ortega Highway	1	1	Peak Hour Service 6:00 to 10:00 and 15:00 to 19:00
		508	Ortega Highway - Christianitos Road	1		Monday through Friday
		511	El Toro Road - Ortega Highway		Existing Tow	Saturday and Sunday 10:30 to 19:00
		512	Ortega Highway - Christianitos Road		Existing Tow	
State Route 55 (SR-55)						
Service Starts 10/2/21 through 10/2/2027	10	550	SR-55 From SR-91 - Mesa Drive (Rover)	1	1	5:30 to 19:30 Mon - Fri With Two 30 Minute Lunch Breaks
		551	SR-55 From SR-91 - 4th Street / Irvine Boulevard W/ Patrols through SR-22 Interchange	1		Peak Hour Service 6:00 to 10:00 and 15:00 to 19:00
		552	4th Street / Irvine Boulevard - Mesa Drive W/ Patrols through I-405 and SR-73 Interchanges	1		Monday through Friday

I-605 = Interstate 605
 SR-57 = State Route 57
 SR-73 = State Route 73

**Review of Proposals, RFP 0-2721 Freeway Service Patrol Services
Service Area 1**

Presented to Regional Planning and Highways Committee - March 1, 2021

3 proposals were received, 2 firms were interviewed, 1 firm is being recommended.

Overall Ranking	Proposal Score	Firm & Location	Sub-Contractors	Evaluation Committee Comments	Average RVH Rate
1	89.0	Veterans Towing, LLC Fullerton, California	None	<p>Relevant experience in providing towing services.</p> <p>Proposed key personnel have good experience in the towing industry.</p> <p>Facility is in close proximity to the service area.</p> <p>The work plan addressed every aspect in the scope of services and demonstrated good knowledge of OCTA's requirements.</p> <p>Proposal and interview demonstrated a full knowledge and understanding of the service requirements; responses to interview questions presented confidence to meet all requirements specified in the scope of services.</p> <p>Proposed lowest RVH rates to all areas.</p>	\$89.00
2	88.0	California Coach Orange, Inc. Orange, California	None	<p>Extensive experience in the towing industry and FSP programs.</p> <p>Facility is in close proximity to the service area.</p> <p>Well-rounded, experienced project team with FSP experience.</p> <p>Firm's proposal includes comprehensive Drug & Alcohol policy and thorough maintenance plan.</p> <p>The work plan thoroughly addressed every aspect in the scope of services and demonstrated exceptional knowledge of OCTA's requirements during interview.</p> <p>Proposed higher RVH rates.</p> <p>Cal Coach has 75 percent of service beats in the FSP program currently.</p>	\$109.80

Evaluation Panel:

Internal:

- Contracts Administration and Materials Management (1)
- Motorist Services (1)

External:

- California Highway Patrol (1)
- Riverside Transportation Commission (1)
- San Bernardino Associated Governments (1)

Proposal Criteria

- Qualifications of the Firm
- Staffing and Project Organization
- Work Plan
- Cost and Price

Weight Factors

- 30%
- 30%
- 15%
- 25%

ATTACHMENT B

Review of Proposals, RFP 0-2721 Freeway Service Patrol Services

Service Area 3

Presented to Regional Planning and Highways Committee - March 1, 2021

3 proposals were received, 2 firms were interviewed, 1 firm is being recommended.

Overall Ranking	Proposal Score	Firm & Location	Sub-Contractors	Evaluation Committee Comments	Average RVH Rate
1	89.0	California Coach Orange, Inc. Orange, California	None	Extensive experience in the towing industry and FSP programs. Facility is in close proximity to service area. Well-rounded, experienced project team with FSP experience. Firm's proposal includes comprehensive Drug & Alcohol policy and thorough maintenance plan. The work plan thoroughly addressed every aspect in the scope of services and demonstrated exceptional knowledge of OCTA's requirements during interview. Proposed higher RVH rates. Cal Coach has 75 percent of service beats in the FSP program currently.	\$109.80
2	88.0	Veterans Towing, LLC Fullerton, California	None	Good experience in providing towing services. Proposed key personnel have good experience in the towing industry. The work plan addressed every aspect in the scope of services and demonstrated good knowledge of OCTA's requirements. Proposal and interview demonstrated a full knowledge and understanding of the service requirements; responses to interview questions presented confidence to meet all requirements specified in the scope of services. Firm is new to FSP program and only eligible to be awarded one service area. Proposed lowest RVH rates to all areas. Veterans is new to FSP program and only eligible to be awarded one service area.	\$89.00

Evaluation Panel:

Proposal Criteria

Weight Factors

Contracts Administration and Materials Management (1)	Qualifications of the Firm	30%
Motorist Services (1)	Staffing and Project Organization	30%
External:	Work Plan	15%
California Highway Patrol (1)	Cost and Price	25%
Riverside Transportation Commission (1)		
San Bernardino Associated Governments (1)		

**Review of Proposals, RFP 0-2721 Freeway Service Patrol Services
Service Area 5**

Presented to Regional Planning and Highways Committee - March 1, 2021
2 proposals were received, 1 firm was interviewed, 1 firm is being recommended.

Overall Ranking	Proposal Score	Firm & Location	Sub-Contractors	Evaluation Committee Comments	Average RVH Rate
1	91.0	California Coach Orange, Inc. Orange, California	None	Extensive experience in the towing industry and FSP programs. Facility is in close proximity to service area. Well-rounded, experienced project team with FSP experience. Firm's proposal includes comprehensive Drug & Alcohol policy and thorough maintenance plan. The work plan thoroughly addressed every aspect in the scope of services and demonstrated exceptional knowledge of OCTA's requirements during interview.	\$110.45

Evaluation Panel:

Proposal Criteria

Weight Factors

Internal:

Contracts Administration and Materials Management (1)	Qualifications of the Firm	30%
Motorist Services (1)	Staffing and Project Organization	30%

External:

California Highway Patrol (1)	Work Plan	15%
Riverside Transportation Commission (1)	Cost and Price	25%
San Bernardino Associated Governments (1)		

Review of Proposals, RFP 0-2721 Freeway Service Patrol Services

Service Area 6

Presented to Regional Planning and Highways Committee - March 1, 2021

4 proposals were received, 3 firms were interviewed, 1 firm is being recommended.

Overall Ranking	Proposal Score	Firm & Location	Sub-Contractors	Evaluation Committee Comments	Average RVH Rate
1	89.0	California Roadside Service, LLC Orange, California	None	Extensive experience in providing towing and roadside services to CHP and AAA in this service area. Facility is in closer proximity to service area. Project organization plan detailed key personnel's experience and high level of commitment to the successful of the project. Firm's proposal includes details on employee selection, training and maintenance of trucks. The work plan thoroughly addressed every aspect in the scope of services and demonstrated exceptional knowledge of OCTA's requirements during interview. Proposed lower RVH rates.	\$107.96
2	88.0	California Coach Orange, Inc. Orange, California	None	Extensive experience in the towing industry and FSP programs. Well-rounded, experienced project team with FSP experience. Firm's proposal includes comprehensive Drug & Alcohol policy and thorough maintenance plan. The work plan thoroughly addressed every aspect in the scope of services and demonstrated exceptional knowledge of OCTA's requirements during interview. Cal Coach has 75 percent of service beats in the FSP program currently. Proposed higher RVH rates.	\$109.95
2	88.0	Veterans Towing, LLC Fullerton, California	None	Good experience in providing towing services. Proposed key personnel have good experience in the towing industry. Facility is closer in proximity to service Area. The work plan addressed every aspect in the scope of services and demonstrated good knowledge of OCTA's requirements. Proposal and interview demonstrated a full knowledge and understanding of the service requirements; responses to interview questions presented confidence to meet all requirements specified in the scope of services. Firm is new to FSP program and only eligible to be awarded one service area. Proposed lowest RVH rates to all areas. Veterans is new to FSP program and only eligible to be awarded one service area.	\$95.00

Evaluation Panel:

Proposal Criteria

Weight Factors

Internal:

Contracts Administration and Materials Management (1)
Motorist Services (1)

Qualifications of the Firm
Staffing and Project Organization
Work Plan

30%
30%
15%

External:

California Highway Patrol (1)
Riverside Transportation Commission (1)
San Bernardino Associated Governments (1)

Cost and Price

25%

**Review of Proposals, RFP 0-2721 Freeway Service Patrol Services
Service Area 8**

Presented to Regional Planning and Highways Committee - March 1, 2021

3 proposals were received, 2 firms were interviewed, 1 firm is being recommended.

Overall Ranking	Proposal Score	Firm & Location	Sub-Contractors	Evaluation Committee Comments	Average RVH Rate
1	92.0	Beach Town Towing, LLC, dba Orange County Motor Club Lake Forest, California	None	Firm's extensive relevant experience in the towing industry was clearly demonstrated through its proposal and during interview. Key personnel in attendance during the interview responded to all questions professionally and effectively and has comprehensive FSP experience. Proposed work plan demonstrated an in-depth and excellent understanding of the requirements for the requested services. Facility is in close proximity to the service area. Proposed lower RVH rates.	\$101.79
2	91.0	California Coach Orange, Inc. Orange, California	None	Extensive experience in the towing industry and FSP programs. Well-rounded, experienced project team with FSP experience. Firm's proposal includes comprehensive Drug & Alcohol policy and thorough maintenance plan. The work plan thoroughly addressed every aspect in the scope of services and demonstrated exceptional knowledge of OCTA's requirements during interview. Proposed higher RVH rates. Cal Coach has 75 percent of service beats in the FSP program currently.	\$112.95

Evaluation Panel:

Proposal Criteria

Weight Factors

Internal:

Contracts Administration and Materials Management (1)	Qualifications of the Firm	30%
Motorist Services (1)	Staffing and Project Organization	30%

External:

California Highway Patrol (1)	Work Plan	15%
Riverside Transportation Commission (1)	Cost and Price	25%
San Bernardino Associated Governments (1)		

**Review of Proposals, RFP 0-2721 Freeway Service Patrol Services
Service Area 10**

Presented to Regional Planning and Highways Committee - March 1, 2021

3 proposals were received, 2 firms were interviewed, 1 firm is being recommended.

Overall Ranking	Proposal Score	Firm & Location	Sub-Contractors	Evaluation Committee Comments	Average RVH Rate
1	89.0	California Coach Orange, Inc. Orange, California	None	<p>Extensive experience in the towing industry and FSP programs.</p> <p>Facility is in close proximity to service area.</p> <p>Well-rounded, experienced project team with FSP experience.</p> <p>Firm's proposal includes comprehensive Drug & Alcohol policy and thorough maintenance plan.</p> <p>The work plan thoroughly addressed every aspect in the scope of services and demonstrated exceptional knowledge of OCTA's requirements during interview.</p> <p>Proposed higher RVH rates.</p> <p>Cal Coach has 75 percent of service beats in the FSP program currently.</p>	\$109.95
2	88.0	Veterans Towing, LLC Fullerton, California	None	<p>Relevant experience in providing towing services.</p> <p>Proposed key personnel have good experience in the towing industry.</p> <p>Facility is closer in proximity to service area.</p> <p>The work plan addressed every aspect in the scope of services and demonstrated good knowledge of OCTA's requirements.</p> <p>Proposal and interview demonstrated a full knowledge and understanding of the service requirements; responses to interview questions presented confidence to meet all requirements specified in the scope of services.</p> <p>Proposed lowest RVH rates to all areas.</p> <p>Veterans is new to FSP program and only eligible to be awarded one service area.</p>	\$89.00

Evaluation Panel:

Proposal Criteria

Weight Factors

Internal:

Contracts Administration and Materials Management (1 Qualifications of the Firm) 30%

Motorist Services (1) Staffing and Project Organizatio 30%

External:

California Highway Patrol (1) Work Plan 15%

Riverside Transportation Commission (1) Cost and Price 25%

San Bernardino Associated Governments (1)

Acronym List

AAA - Automobile Club of Southern California

CHP - California Highway Patrol

FSP = Freeway Service Patrol

OCTA = Orange County Transportation Authority

RVH = Revehue Vehicle Hour

**PROPOSAL EVALUATION CRITERIA MATRIX (Short-Listed Firms)
RFP 0-2721: FREEWAY SERVICE PATROL SERVICES
SERVICE AREA 1**

FIRM: Veterans Towing, LLC						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.50	4.50	4.50	4.00	4.00	6	25.8
Staffing/Project Organization	4.00	4.00	4.50	4.50	4.00	6	25.2
Work Plan	4.00	4.00	4.50	4.50	4.00	3	12.6
Cost and Price	5.00	5.00	5.00	5.00	5.00	5	25.0
Overall Score	88.0	88.0	92.5	89.5	85.0		89

FIRM: California Coach Orange, Inc.						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.50	4.50	4.50	4.50	4.50	6	27.0
Staffing/Project Organization	4.50	4.50	4.50	4.50	4.50	6	27.0
Work Plan	5.00	4.50	5.00	4.50	4.50	3	14.1
Cost and Price	4.05	4.05	4.05	4.05	4.05	5	20.3
Overall Score	89.3	87.8	89.3	87.8	87.8		88

The score for the non-shortlisted firm is 60.

**PROPOSAL EVALUATION CRITERIA MATRIX (Short-Listed Firms)
RFP 0-2721: FREEWAY SERVICE PATROL SERVICES
SERVICE AREA 3**

FIRM: California Coach Orange, Inc.						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.50	4.50	4.50	4.50	4.50	6	27.0
Staffing/Project Organization	4.50	4.50	4.50	4.50	4.50	6	27.0
Work Plan	5.00	5.00	5.00	4.50	4.50	3	14.4
Cost and Price	4.05	4.05	4.05	4.05	4.05	5	20.3
Overall Score	89.3	89.3	89.3	87.8	87.8		89

FIRM: Veterans Towing, LLC						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.50	4.00	4.50	4.00	4.00	6	25.2
Staffing/Project Organization	4.00	4.00	4.50	4.50	4.00	6	25.2
Work Plan	4.00	4.00	4.50	4.50	4.00	3	12.6
Cost and Price	5.00	5.00	5.00	5.00	5.00	5	25.0
Overall Score	88.0	85.0	92.5	89.5	85.0		88

The score for the non-shortlisted firm is 60.

PROPOSAL EVALUATION CRITERIA MATRIX (Short-Listed Firm)
RFP 0-2721: FREEWAY SERVICE PATROL SERVICES
SERVICE AREA 5

FIRM: California Coach Orange, Inc.						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.50	4.50	4.50	4.50	4.50	6	27.0
Staffing/Project Organization	4.50	4.50	4.50	4.50	4.50	6	27.0
Work Plan	5.00	4.50	5.00	4.50	4.50	3	14.1
Cost and Price	5.00	5.00	5.00	5.00	5.00	5	25.0
Overall Score	94.0	92.5	94.0	92.5	92.5		93

The score for the non-shortlisted firm is 60.

**PROPOSAL EVALUATION CRITERIA MATRIX (Short-Listed Firms)
RFP 0-2721: FREEWAY SERVICE PATROL SERVICES
SERVICE AREA 6**

FIRM: California Roadside Service, LLC						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.50	5.00	4.50	4.50	4.50	6	27.6
Staffing/Project Organization	4.50	4.50	4.50	4.50	4.50	6	27.0
Work Plan	4.50	4.50	4.50	4.50	4.50	3	13.5
Cost and Price	4.12	4.12	4.12	4.12	4.12	5	20.6
Overall Score	88.1	91.1	88.1	88.1	88.1		89

FIRM: California Coach Orange, Inc.						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.50	4.50	4.50	4.50	4.50	6	27.0
Staffing/Project Organization	4.50	4.50	4.50	4.50	4.50	6	27.0
Work Plan	5.00	4.50	5.00	4.50	4.50	3	14.1
Cost and Price	4.05	4.05	4.05	4.05	4.05	5	20.3
Overall Score	89.3	87.8	89.3	87.8	87.8		88

FIRM: Veterans Towing, LLC						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.50	4.00	4.50	4.00	4.00	6	25.2
Staffing/Project Organization	4.00	4.00	4.50	4.50	4.00	6	25.2
Work Plan	4.00	4.00	4.50	4.50	4.00	3	12.6
Cost and Price	5.00	5.00	5.00	5.00	5.00	5	25.0
Overall Score	88.0	85.0	92.5	89.5	85.0		88

The score for the non-shortlisted firm is 60.

PROPOSAL EVALUATION CRITERIA MATRIX (Short-Listed Firms)
RFP 0-2721: FREEWAY SERVICE PATROL SERVICES
SERVICE AREA 8

FIRM: Orange County Motor Club						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.50	4.50	4.50	4.50	4.50	6	27.0
Staffing/Project Organization	4.50	4.50	4.50	4.50	4.50	6	27.0
Work Plan	4.50	4.00	4.00	4.00	4.50	3	12.6
Cost and Price	5.00	5.00	5.00	5.00	5.00	5	25.0
Overall Score	92.5	91.0	91.0	91.0	92.5		92

FIRM: California Coach Orange, Inc.						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.50	4.50	4.50	4.50	4.50	6	27.0
Staffing/Project Organization	4.50	4.50	4.50	4.50	4.50	6	27.0
Work Plan	5.00	4.50	5.00	4.50	4.50	3	14.1
Cost and Price	4.50	4.50	4.50	4.50	4.50	5	22.5
Overall Score	91.5	90.0	91.5	90.0	90.0		91

The score for the non-shortlisted firm is 60.

**PROPOSAL EVALUATION CRITERIA MATRIX (Short-Listed Firms)
RFP 0-2721: FREEWAY SERVICE PATROL SERVICES
SERVICE AREA 10**

FIRM: California Coach Orange, Inc.						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.50	5.00	4.50	4.50	4.50	6	27.6
Staffing/Project Organization	4.50	4.50	4.50	4.50	4.50	6	27.0
Work Plan	5.00	4.50	5.00	4.50	4.50	3	14.1
Cost and Price	4.05	4.05	4.05	4.05	4.05	5	20.3
Overall Score	89.3	90.8	89.3	87.8	87.8		89

FIRM: Veterans Towing, LLC						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.50	4.00	4.50	4.00	4.00	6	25.2
Staffing/Project Organization	4.00	4.00	4.50	4.50	4.00	6	25.2
Work Plan	4.00	4.00	4.50	4.50	4.00	3	12.6
Cost and Price	5.00	5.00	5.00	5.00	5.00	5	25.0
Overall Score	88.0	85.0	92.5	89.5	85.0		88

The score for the non-shortlisted firm is 60.

**CONTRACT HISTORY FOR THE PAST TWO YEARS
RFP 0-2721 FREEWAY SERVICE PATROL SERVICES**

Prime and Subconsultants	Contract No.	Description	Contract Start Date	Contract End Date	Subconsultant Amount	Total Contract Amount
Beach Town Towing, LLC. dba Orange County Motor Club						
Contract Type: Time and Expense Subconsultants: None	C-6-1029	Freeway Service Patrol	December 4, 2016	December 3, 2021		\$ 3,754,410
Contract Type: Time and Expense Subconsultants: None	C-8-1620	Freeway Service Patrol	December 1, 2018	December 1, 2023		\$ 3,146,425
Sub Total						\$6,900,835
California Coach Orange, Inc.						
Contract Type: Time and Expense Subconsultants: None	C-5-3109	Freeway Service Patrol	November 1, 2015	October 1, 2021		\$ 8,418,543
Contract Type: Time and Expense Subconsultants: None	C-5-3787	Freeway Service Patrol	December 4, 2016	December 3, 2021		\$ 4,549,384
Contract Type: Time and Expense Subconsultants: None	C-7-2155	Freeway Service Patrol	December 1, 2018	December 1, 2023		\$ 13,785,532
Sub Total						\$26,753,459
California Roadside Service, LLC						
Contract Type: Time and Expense Subconsultants: None	None	N/A	N/A	N/A	N/A	N/A
Sub Total						\$ -
Veterans Towing, LLC						
Contract Type: Time and Expense Subconsultants: None	None	N/A	N/A	N/A	N/A	N/A
Sub Total						\$ -



COMMITTEE TRANSMITTAL

March 8, 2021

To: Members of the Board of Directors
From: Andrea West, Interim Clerk of the Board
Subject: Agreement for Call Box Maintenance Services

Andrea West

Regional Planning and Highways Committee Meeting of March 1, 2021

Present: Directors Bartlett, Chaffee, Delgleize, Harper, Hernandez, Muller, Murphy, and Sarmiento
Absent: None

Committee Vote

Following the roll call vote, this item was declared passed 8-0 by the Members present.

Committee Recommendations

- A. Approve the selection of CASE Emergency Systems, as the firm to provide call box maintenance services to maintain call boxes operated under the Orange County Service Authority for Freeway Emergencies program.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2632 between the Orange County Transportation Authority and CASE Emergency Systems, in the amount of \$2,432,315, to provide call box maintenance services for a six-year initial term, with one, two-year option term.



March 1, 2021

To: Regional Planning and Highways Committee
From: Darrell E. Johnson, Chief Executive Officer
Subject: Agreement for Call Box Maintenance Services

Overview

On December 14, 2020, the Board of Directors approved the release of a request for proposals for call box maintenance services to maintain call boxes operated under the Orange County Service Authority for Freeway Emergencies program. Proposals were received in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services. Board of Directors' approval is requested to execute an agreement for call box maintenance services.

Recommendations

- A. Approve the selection of CASE Emergency Systems, as the firm to provide call box maintenance services to maintain call boxes operated under the Orange County Service Authority for Freeway Emergencies program.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2632 between the Orange County Transportation Authority and CASE Emergency Systems, in the amount of \$2,432,315, to provide call box maintenance services for a six-year initial term, with one, two-year option term.

Discussion

In 1988, as a result of legislation that is now a part of California Streets and Highways Code Chapter 14, Sections 2550 to 2559, the Orange County Transportation Commission was designated as Orange County's Service Authority for Freeway Emergencies (SAFE). In 1991, the Orange County SAFE, along with several other entities, became part of the Orange County Transportation Authority (OCTA). In 1992, the Orange County SAFE was expanded to include the Freeway Service Patrol (FSP) program. In 2009, the

SAFE was expanded to include regional participation in the Southern California 511 Motorist Assistance and Traveler Information (511) Program.

The Orange County SAFE currently operates approximately 300 solar powered cellular telephone call boxes located on Orange County freeways, toll roads, and select state highways. All call boxes are equipped with teletypewriter capabilities that allow users to type and read rather than speak and hear while in communication with the call box call center and with California Highway Patrol (CHP) dispatchers. All call box sites are also configured for Americans with Disabilities Act accessibility and are accessible to individuals with disabilities. Contracted call center operators, depending on the nature of the aid requested, may forward the information to the CHP to dispatch an FSP unit, forward the call to an automobile association, the motorist's family, another appropriate party, may transfer the call to the CHP who may dispatch a CHP field unit, or notify an emergency response provider.

Funding for operating the call boxes comes from a \$1 registration fee on vehicles registered in Orange County. This revenue stream generated \$2.9 million in fiscal year (FY) 2019-20. Approximately \$1.1 million of the \$2.9 million was spent on the call box program for call box maintenance, call center services, and cellular phone services in FY 2019-20. Remaining funds from the registration fee are used for OCTA's participating cost in the regional 511 Program and provides a portion of the required local match funding for the FSP program.

Call box maintenance services are currently provided under an agreement that expires June 30, 2021. A new maintenance agreement is necessary to ensure continuity of call box maintenance services.

The pricing structure of the new maintenance agreement includes a monthly flat rate for one full-time equivalent technician and the support equipment necessary to perform all corrective maintenance, preventive maintenance, construction removals, reinstallations, upgrades, knockdown repairs, damage repairs, and other periodic maintenance determined to be necessary. If necessary, to expedite a specific project or campaign, additional field labor may be provided upon the approval of the OCTA project manager at an hourly rate defined in the agreement. Parts and materials will be provided by OCTA through surplus inventory from removed call boxes. Once OCTA surplus inventory is exhausted, parts and materials will be provided by the contracted maintenance provider at pricing negotiated through this procurement.

The proposed agreement also includes refurbishing faded call box housings and call box signs in year five of the agreement, and costs associated with a potential cellular radio upgrade that may be necessary as a result of network technology migrations that have been required about every five years.

Procurement Approach

This procurement was handled in accordance with OCTA's Board of Directors (Board)-approved procedures for professional and technical services. Various factors are considered in an award for professional and technical services. Award is recommended to the firm offering the most comprehensive overall proposal considering such factors as qualifications, prior experience with similar projects, staffing and project organization, work plan, as well as cost and price.

On December 15, 2020, Request for Proposals (RFP) 0-2632 was issued electronically on CAMM NET. The project was advertised in a newspaper of general circulation on December 16 and 21, 2020. A pre-proposal conference was held virtually on December 22, 2020, with one attendee representing one firm. One addendum was issued to make available the pre-proposal conference registration sheets and presentation, as well as respond to written questions.

On January 6, 2021, one proposal was received from CASE Emergency Systems (CASE). In accordance with OCTA's procurement policies and procedures, a single proposal received for a procurement over \$50,000 requires OCTA's Internal Audit Department (Internal Audit) to conduct an agreed-upon procedures review to determine whether the Contracts Administration and Materials Management Department (CAMM) complied with procedures to ensure adequate outreach to stimulate competition. The review found CAMM complied with these procedures. In addition, CAMM contacted registered vendors that received the RFP through OCTA's solicitation system and firms on the planholder's list indicating interest in submitting a proposal to inquire why they did not submit proposals. The responses from the firms varied, such as not being able to submit due to inventory and warehouse factors, the length of the commitment, inability to pursue the opportunity at this time, and lack of capabilities or experience required.

An evaluation committee consisting of OCTA staff from CAMM, Facilities Maintenance, and Motorist Services departments, as well as external representatives from Riverside County Transportation Commission (RCTC), and San Bernardino County Transportation Authority met to review the proposal.

The proposal was evaluated based on the following Board-approved evaluation criteria and weightings:

- Qualifications of the Firm 20 percent
- Staffing and Project Organization 20 percent
- Work Plan 30 percent
- Cost and Price 30 percent

Several factors were considered in developing the evaluation criteria weightings. To ensure the firms are qualified to perform this service, qualifications of the firms was weighted at 20 percent. Staffing and project organization was also weighted at 20 percent as it is necessary for the firm to propose qualified staff and resources available to perform call box maintenance services. Work plan, as well as cost and price, were weighted equally at 30 percent to ensure the firms demonstrated a comprehensive understanding of the project scope through their proposed work plan and that OCTA receives value for the services provided.

The evaluation committee conducted an interview with CASE. The firm had the opportunity to present its approach for accomplishing the requested services, project team qualifications, and respond to evaluation committee questions. The firm was also asked specific clarification questions related to OCTA's requirements specified in the scope of work.

The following is a brief summary of the proposal evaluation results.

Qualifications of the Firm

CASE is the original developer of the wireless Lexan Call Box solution, which is currently used on Orange County freeways and is headquartered in the City of Irvine with a 6,000-square foot office and warehouse facility. CASE supports a number of emergency and non-emergency wired and wireless communication solutions. The Lexan Wireless Call Box solution is utilized by the Orange County SAFE program, as well as the wireless Emergency Call Towers recently installed at 12 OCTA-operated transit facilities. During the interview, CASE demonstrated its extensive experience maintaining call box systems in the State of California and is well qualified to perform the work outlined in OCTA's scope of work.

Staffing and Project Organization

As the original manufacturer of the Lexan wireless and Teletype (TTY) call boxes, CASE proposed staff and field technicians that have thorough knowledge and extensive experience in the required maintenance services. Their experience includes system-wide upgrades for San Bernardino Associated Governments and RCTC, such as analog to digital conversion, TTY upgrade, and installation of call boxes in the counties of Riverside and San Bernardino. The proposed key staff possesses a broad technical background that includes extensive knowledge of the Lexan Call Box product, installations, removals, corrective and preventive maintenance requirements, and cellular trouble shooting techniques. Other proposed key staff have about 20 years of project management experience in the electronic security industry, ensuring customer satisfaction and various aspects of call box business management.

Work Plan

CASE's proposal demonstrated a thorough understanding of the scope of work and adequately addressed OCTA's requirements in its work plan, detailing how they will continue to maintain the required 300 units of freeway call box systems. CASE's work plan presented its experience, person power, tools, and facilities to perform the scope of work to meet and exceed Orange County SAFE's needs and requirements. CASE's work plan includes a complete implementation and transitional plan such as moving existing OCTA-owned material required to perform maintenance tasks and transitioning the reporting of call boxes from the current contractor maintenance server to the CASE maintenance system (hardware and software) that will be tasked with reporting the near-real-time health and status of each call box in the system.

Cost and Price

CAMM also conducted a price review. The hourly labor rates proposed by CASE are deemed fair and reasonable as they are lower than rates paid by peer agencies that have a SAFE program. Additionally, the proposed monthly fixed fee is also lower than the current monthly fixed fee OCTA pays for these services.

Procurement Summary

Based on the evaluation of the written proposal, the firm's qualifications, and the information obtained from the interview, the evaluation committee recommends the selection of CASE to provide call box maintenance services. The CASE team demonstrated relevant experience and submitted a comprehensive proposal that was responsive to the requirements of the RFP.

The agreement will be a time-and-expense agreement with a six-year initial term and one, two-year option. The amount of the initial term is \$2,432,315.

Fiscal Impact

The project is included in OCTA's Proposed FY 2021-22 Budget, Motorist Services Department - Service Authority for Freeway Emergencies Fund, Account No. 0013-7612-S1001-ASM, and is funded by a \$1 per vehicle registration fee. Future year funding will be included in each annual operating budget.

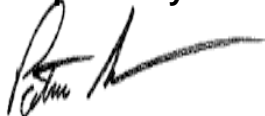
Summary

Based on the information provided, staff recommends the Board of Directors authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2632 with CASE Emergency Systems, in the amount of \$2,432,315, to provide call box maintenance services for a six-year initial term effective through June 30, 2027, with one, two-year option term.

Attachment

None.

Prepared by:



Patrick Sampson
Manager, Motorist Services
714-560-5425

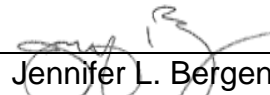
Approved by:



Cliff Thorne
Director, Maintenance and Motorist
Services
714-560-5975



Pia Veasapen
Director, Contracts Administration and
Materials Management
714-560-5619



Jennifer L. Bergener
Chief Operating Officer, Operations/
Deputy Chief Executive Officer
714-560-5462



Update on Interstate 5 Widening Project Between State Route 73 and El Toro Road



Project Segments

Segment 1

State Route 73 to Oso Parkway

Segment 2

Oso Parkway to Alicia Parkway

Segment 3

Alicia Parkway to El Toro Road

Total length: 6.5 miles

**Total estimated cost: \$580m
(all projects and phases)**

Local Cities

Mission Viejo, Laguna Niguel

Mission Viejo, Laguna Hills

Laguna Hills, Laguna Woods,
Lake Forest

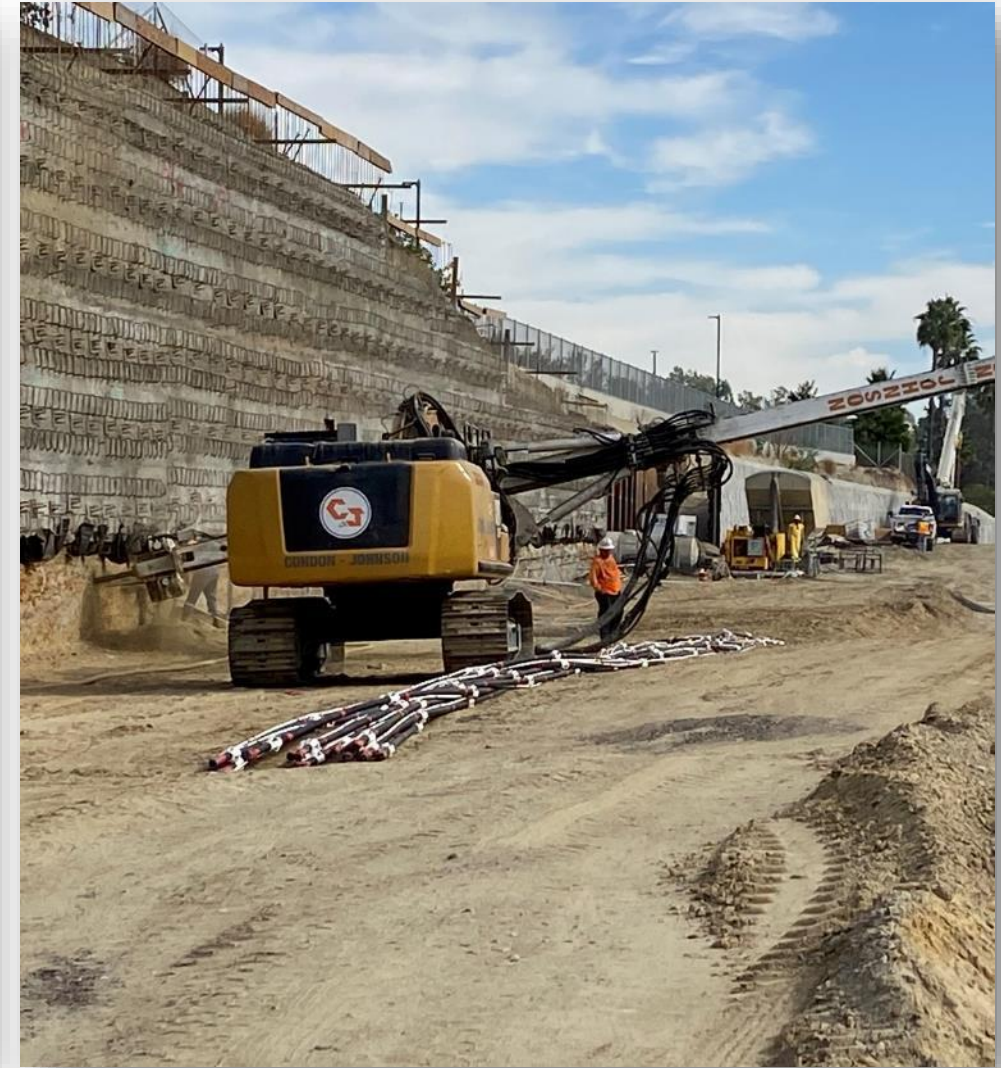
- 1** Add one general purpose lane in both directions from Avery Parkway to Alicia Parkway
- 2** Extend second high-occupancy vehicle (HOV) lane in both directions from Alicia Parkway to El Toro Road
- 3** Reconstruct Avery Parkway and La Paz Road interchanges, and Los Alisos Boulevard overcrossing
- 4** Reconstruct and add auxiliary lanes
- 5** Realign and/or improve on- and off-ramps
- 6** Convert existing HOV lanes to continuous access throughout the project area

Estimated Construction Schedule



Segment	Estimated Schedule
Segment 2 Oso Parkway to Alicia Parkway	May 2019 – Late 2023 <i>Under Construction</i>
Segment 1 State Route 73 to Oso Parkway	February 2020 – Early 2025 <i>Under Construction</i>
Segment 3 Alicia Parkway to El Toro Road	January 2021 – Mid-2024 <i>Under Construction</i>

Segment 2 – Current Activities



La Paz Road Interchange



- Increase vertical clearance to 15 feet
- Total number of thru lanes
 - Three eastbound (EB) thru lanes
 - Three westbound (WB) thru lanes
- New five-foot bike lanes and widen existing sidewalks

Segment 1 – Current Activities



Avery Parkway Interchange

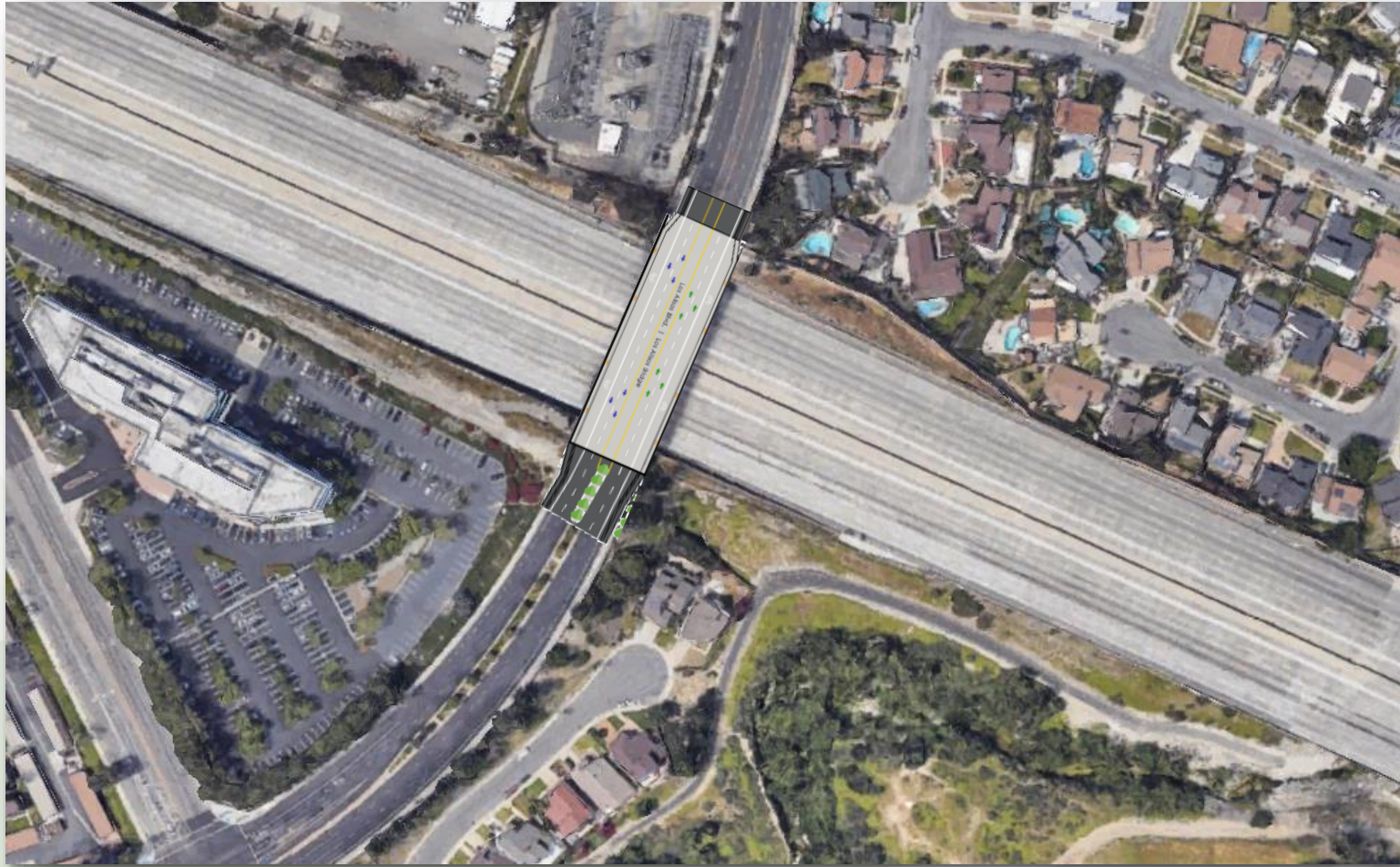


- Replace Interstate 5 bridge
- Ten lanes on Avery Parkway
- Three WB and three EB thru lanes
- Two WB and two EB left-turn lanes
- Eight-foot bike lanes in each direction
- Standard shoulders
- Sidewalks in each direction

Segment 3 – Current Activities



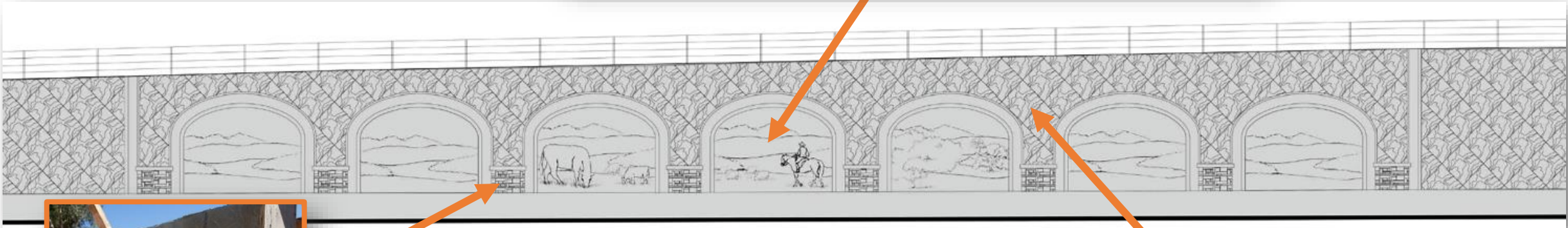
Los Alisos Boulevard Overcrossing



- Two EB and WB lanes
- Bike lanes and wider sidewalks

Retaining Wall Aesthetics

Major Retaining Walls *Pastoral Ranch Theme*



Stacked Stone Texture



Slate Stone Texture

Essential Coordination

Segment 1

State Route 73 to Oso Parkway



Segment 2

Oso Parkway to Alicia Parkway



Segment 3

Alicia Parkway to El Toro Road



METROLINK



Traffic Management Plan



55 mph zone
K-rail
CHP-enforced
Closures



Off-peak
Overnight
2 lanes



Short-term
28 hour
55 hour



Caltrans
Cities
CHP

CONSTRUCTION UPDATE

A PROJECT OF THE ORANGE COUNTY TRANSPORTATION AUTHORITY AND CALTRANS DISTRICT 12

WEEK OF JANUARY 25, 2021

PILE DRIVING AT AVERY PARKWAY

Crews will be performing pile driving activities along the northbound I-5 bridge at Avery Parkway starting as early as Monday, Feb. 1. This work will take place for up to three weeks. Pile driving is necessary for the foundation of the new Avery bridge as part of the freeway widening.

Please be advised, this work may be loud. Schedules are subject to change due to unforeseen operational factors or inclement weather.

WHAT IS PILE DRIVING?

Pile driving is a common method of constructing structure foundations. To

I-5 FREEWAY WIDENING PROJECT

Improvements Down the Road

I-5 South County Improvements Project will begin construction on Segment 3, from Alicia Pkwy. to El Toro Rd., on January 4, 2021. The total length of this segment is 1.8 miles and will allow for:

- Widening of the freeway in both northbound and southbound
- Extend the second carpool lane
- Reconstruct the Los Alisos Blvd. bridge
- Convert carpool lanes to continuous access
- Modify on- and off-ramps

Initial work activities will include the removal of trees and shrubs located along the I-5 within the Caltrans right of way. Please be advised this work may be loud. Crews will begin placing construction equipment, K-rail and signage in the area. Construction on all segments is expected to be completed in 2025.

949-614-0202 | octa.net/i5southcounty | @OCI5SouthCounty

Avery Parkway Interchange Construction: Stage 1

- Estimated Start: Early 2021/1st Quarter
- Estimated Duration: Nine to 12 months

oci5southcounty
Mission Viejo, California

19 likes

oci5southcounty Nighttime demolition along the northbound I-5 bridge at Avery Pkwy. has been completed. Access on Avery Pkwy. under the... more

December 18, 2020

Public Outreach Contacts



Fernando Chavarria
(714) 560-5306
fchavarria@octa.net



Logan Selleck
(714) 560-5573
lselleck@octa.net



octa.net/I5SouthCounty



@I5SouthCounty@octa.net



@OCI5SouthCounty



Project Help Line
(949) 614-0202



Facebook.com/OCI5SouthCounty

Orange County Transportation Authority

Sales Tax Update

Background

- Orange County Transportation Authority (OCTA) staff has provided updates to the Board of Directors (Board) on the impact of the coronavirus pandemic
- Measure M2 (M2) Program sales tax forecast decreased from \$13.4 billion to \$11.6 billion over the life of the program
- Transportation Development Act (TDA) sales tax used to support bus operations forecasted to decrease from \$5.7 billion to \$5 billion over the next 20 years
- OCTA staff promised to provide an update on second quarter sales tax collections upon receipt of the final payment

Timing of Sales Tax Receipts

- Timing of sales tax receipts
 - Sales tax payments are received monthly but are paid two months in arrears
 - Sales tax payments are trued-up on a quarterly basis
 - Advance payments are received each month with a quarterly true-up payment received the second month following the end of a quarter
- Advances have not proven to be a good indicator of actual receipts for the quarter

Comparison of Fiscal Year-to-Date Receipts

<i>Actuals Comparison</i> *	M2	TDA
Fiscal Year 2021 Through Second Quarter (\$)	161.4	84.6
Fiscal Year 2020 Through Second Quarter (\$)	174.0	90.5
Year-Over-Year +/- (\$)	-12.6	-5.9
Year-Over-Year +/- (%)	-7.2%	-6.5%

<i>Budget Comparison</i> *	M2	TDA
Receipts Through Second Quarter (\$)	161.4	84.6
Budget Through Second Quarter (\$)	139.9	72.1
Variance +/- (\$)	21.5	12.5
Variance +/- (%)	15.3%	17.3%

* All dollars in millions

Comparison of Fiscal Year-to-Date Receipts

<i>Forecast Comparison</i> *	M2	TDA
Receipts Through Second Quarter (\$)	161.4	84.6
Forecast Through Second Quarter (\$)	161.6	83.8
Year-Over-Year +/- (\$)	-0.2	0.8
Year-Over-Year +/- (%)	-0.1%	1.0%

* All dollars in millions

Impacts to Forecasts

- Methodology uses MuniServices forecast for the first five years and the three-university average for the remainder
 - MuniServices, LLC, forecasts for fiscal years 2021 – 2025
 - Three universities' forecasts for fiscal years 2026 - 2041
- M2 Program sales tax forecasted to remain unchanged at \$11.6 billion
- TDA sales tax forecasted to remain unchanged at \$5 billion

Implications Going Forward

- Staff has been providing recent updates to the Board on the M2 and bus programs
- Sales tax receipts for the second quarter did not materially impact the short- or long-term sales tax forecasts
- No impact to the direction of either program at this time

Next Steps

- Staff will continue to monitor sales tax and its implications to programs and projects
- Two key items are scheduled to be brought to the Board this spring
 - M2 Next 10 Delivery Plan – April 2021
 - Comprehensive Business Plan – April 2021
- Staff will utilize updated sales tax information as part of the development process for the fiscal year 2022 budget