



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, May 13, 2019 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 Comments on Agenda Items

Members of the public may address the Board of Directors regarding any item. Please complete a speaker's card and submit it to the Clerk of the Board or notify the Clerk of the Board the item number on which you wish to speak. Speakers will be recognized by the Chairman at the time the agenda item is to be considered. A speaker's comments shall be limited to three (3) minutes.

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.

Call to Order

Invocation

Director Davies

Pledge of Allegiance

Director Steel



BOARD AGENDA**Special Calendar****Orange County Local Transportation Authority Special Calendar Matters**

- 1. Adopt Resolutions of Necessity for the Interstate 405 Improvement Project Between State Route 73 and Interstate 605**
Joe Gallardo/James G. Beil

Overview

The Orange County Transportation Authority is implementing the Interstate 405 Improvement Project between State Route 73 and Interstate 605. The project requires acquisition of property rights from public and private parties adjacent to the existing freeway and city streets. On May 11, 2015, the Board of Directors approved acquiring right-of-way for the project. At this time, staff has been unable to reach an agreement to purchase required property rights from the subject property owners. It is now necessary for the Board of Directors to exercise its power of eminent domain by adopting resolutions of necessity in order to acquire these necessary property rights to make the properties available to meet the project delivery and construction schedules.

Recommendation

Adopt Resolution of Necessity Nos. 2019-021 and 2019-033, and authorize and direct General Counsel to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring necessary right-of-way and real property interests for the Interstate 405 Improvement Project between State Route 73 and Interstate 605.



BOARD AGENDA**Orange County Transportation Authority Special Calendar Matters****2. Proposed Fiscal Year 2019-20 (FY20) Southern California Regional Rail Authority Budget**

Jennifer L. Bergener

Metrolink staff will present a verbal overview of the proposed Fiscal Year 2019-20 (FY20) Southern California Regional Rail Authority Budget, including the Orange County Transportation Authority's proposed share of operating, rehabilitation, and capital expenses for Metrolink commuter rail service.

Consent Calendar (Items 3 through 21)

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**3. Approval of Minutes**

Approval of the Orange County Transportation Authority and affiliated agencies' regular meeting minutes of April 22, 2019.

4. Designation of Applicant's Agent for Federal and State Financial Assistance

Katrina Faulkner/Kenneth Phipps

Overview

In order to receive state and federal disaster funds from the California Governor's Office of Emergency Services and the Federal Emergency Management Agency, the Orange County Transportation Authority is required to adopt a "Designation of Applicant's Agent Resolution." The designated agent(s) are authorized to apply and submit for financial assistance following a declared disaster.

Recommendation

Adopt Resolution No. 2019-019 designating the Chief Executive Officer and Deputy Chief Executive Officer as Orange County Transportation Authority's agents for executing applications for federal and/or state disaster assistance on behalf of the Orange County Transportation Authority.



BOARD AGENDA

5. Agreement for Magnetic Bus Passes
Sara Belovsky/Andrew Oftelie

Overview

In February 2019, the Orange County Transportation Authority issued an invitation for bids for the production, printing, and encoding of magnetic bus passes. Bids were received in accordance with procurement procedures for materials and equipment. Board of Directors' approval is requested to execute the new Blanket Purchase Order.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Blanket Purchase Order No. C-9-1017 between the Orange County Transportation Authority and Electronic Data Magnetics, Inc., in the amount of \$414,906, to provide magnetic bus passes from July 1, 2019 through June 30, 2023.

6. Approval of Fiscal Year 2019-20 Local Transportation Fund Claim for Public Transportation and Community Transit Services
Sam Kaur/Andrew Oftelie

Overview

The Orange County Transit District is eligible to receive funding from the Local Transportation Fund for providing public transportation and community transit services throughout Orange County. To receive the funds, the Orange County Transit District must file a claim against the Local Transportation Fund with the Orange County Transportation Authority.

Recommendations

- A. Approve the Orange County Transit District Fiscal Year 2019-20 Local Transportation Fund Claim for public transportation services in the amount of \$164,730,028, and for community transit services in the amount of \$8,733,198, for a total claim amount of \$173,463,226.
- B. Authorize the Chief Executive Officer to issue allocation/disbursement instructions to the Orange County Auditor-Controller in the full amount of the claims.



BOARD AGENDA

7. **Approval of the Fiscal Year 2019-20 Local Transportation Fund Claim for Laguna Beach Public Transportation Services**
Sam Kaur/Andrew Oftelie

Overview

The Laguna Beach Municipal Transit Lines, a department within the City of Laguna Beach, is eligible to receive funding from the Local Transportation Fund in Orange County for providing public transportation services throughout the city. To receive the funds, the Laguna Beach Municipal Transit Lines must file a claim against the Local Transportation Fund with the Orange County Transportation Authority.

Recommendations

- A. Approve the Laguna Beach Municipal Transit Lines Fiscal Year 2019-20 Local Transportation Fund Claim for public transportation services in the amount of \$1,200,732.
- B. Authorize the Chief Executive Officer of the Orange County Transportation Authority to issue allocation/disbursement instructions to the Orange County Auditor-Controller in the amount of the claim.

8. **Third Quarter Fiscal Year 2018-19 Procurement Status Report**
Virginia Abadessa/Andrew Oftelie

Overview

The third quarter procurement status report summarizes the procurement activities for information purposes to the Orange County Transportation Authority Board of Directors. This report focuses on procurement activity from January 1 through March 31, 2019, that was approved by the Board of Directors during this period. The third quarter procurement status report also projects future procurement activity for the fourth quarter as identified in the fiscal year 2018-19 budget.

Recommendation

Receive and file as an information item.



BOARD AGENDA**Orange County Transit District Consent Calendar Matters**

9. **Agreement for Restroom Repair at the Irvine Construction Circle Bus Base**
George Olivo/James G. Beil

Overview

As part of the Orange County Transportation Authority's Fiscal Year 2018-19 Budget, the Board of Directors approved restroom repairs at the Irvine Construction Circle Bus Base. Bids were received in accordance with the Orange County Transportation Authority's public works procurement procedures. Board of Directors' approval is requested to execute the agreement.

Recommendations

- A. Find Westside Builders Corporation, the apparent low bidder, as non-responsive for failure to meet the federal requirement for Disadvantaged Business Enterprise participation.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-8-2066 between the Orange County Transportation Authority and Reed Family Enterprises, Inc., the lowest responsive, responsible bidder, in the amount of \$210,000, for restroom repairs at the Irvine Construction Circle Bus Base.

10. **Agreement for Lower Roof Replacement at the Garden Grove Annex Building**
George Olivo/James G. Beil

Overview

As part of the Orange County Transportation Authority's Fiscal Year 2018-19 Budget, the Board of Directors approved lower roof replacement at the Garden Grove annex building. Bids were received in accordance with the Orange County Transportation Authority's public works procurement procedures. Board of Directors' approval is requested to execute the agreement.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-0971 between the Orange County Transportation Authority and Commercial Roofing Systems, Inc., the lowest responsive, responsible bidder, in the amount of \$67,340, for lower roof replacement at the Garden Grove annex building.



BOARD AGENDA**11. Agreement for Heating and Ventilation Unit Replacement at the Anaheim Bus Base Maintenance Building**

George Olivo/James G. Beil

Overview

As part of the Orange County Transportation Authority's Fiscal Year 2018-19 Budget, the Board of Directors approved heating and ventilation unit replacement at the Anaheim Bus Base maintenance building. Bids were received in accordance with the Orange County Transportation Authority's public works procurement procedures. Board of Directors' approval is requested to execute the agreement.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-1038 between the Orange County Transportation Authority and Golden Gate Steel, Inc., dba Golden Gate Construction, the lowest responsive, responsible bidder, in the amount of \$394,031, for heating and ventilation unit replacement at the Anaheim Bus Base maintenance building.

12. Agreement for the Fullerton Transportation Center Revitalization

George Olivo/James G. Beil

Overview

As part of the Orange County Transportation Authority's Fiscal Year 2018-19 Budget, the Board of Directors approved the Fullerton Transportation Center revitalization. Bids were received in accordance with the Orange County Transportation Authority's public works procurement procedures. Board of Directors' approval is requested to execute the agreement.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-0961 between the Orange County Transportation Authority and Thomco Construction, Inc., the lowest responsive, responsible bidder, in the amount of \$759,245, for the Fullerton Transportation Center revitalization.



BOARD AGENDA**13. Sole Source Agreement for Motorola 800 Megahertz Non-Encrypted Handheld Radio Equipment**

Timothy W. Beseau/Jennifer L. Bergener

Overview

The Orange County Transportation Authority participates in the Countywide Coordinated Communications System. Participation in this system requires Orange County Transportation Authority to maintain compatible portable radios and base stations. Radios are used by Operations, Maintenance, Administrative, and Transit Police Services Administrative personnel. Authorization is requested to award a sole source purchase order for 27 portable handheld radios to replace aged, and soon to be obsolete, units.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute sole source Purchase Order No. C-9-1300 between the Orange County Transportation Authority and Motorola Solutions, Inc., in the amount of \$115,439, to purchase 27 APX 6000 700/800 Model III non-encrypted handheld radios and necessary accessories.

14. June 2019 Bus Service Change

Gary Hewitt/Kia Mortazavi

Overview

The June 2019 Bus Service Change consists primarily of minor schedule changes to bus routes which address summer demand, road construction, coach operator input, and customer requests for improved connections. These changes are considered minor and do not require a public hearing.

Recommendation

Receive and file as an information item.



BOARD AGENDA**Orange County Local Transportation Authority Consent Calendar Matters****15. Approval to Release Request for Proposals for Preliminary Engineering and Environmental Services for the Orange County Maintenance Facility**

Lora Cross/James G. Beil

Overview

Staff has developed a request for proposals to initiate a competitive procurement process to retain consultant services to provide preliminary engineering and environmental services for the Orange County Maintenance Facility.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 9-1143, consultant services for preliminary engineering and environmental services for the Orange County Maintenance Facility.
- B. Approve the release of Request for Proposals 9-1143 for consultant services for preliminary engineering and environmental services for the Orange County Maintenance Facility.

16. Amendment to Cooperative Agreement with the California Department of Transportation for the Interstate 5 Widening Project Between State Route 73 and Oso Parkway

Hamid Torkamanha/James G. Beil

Overview

On October 22, 2018, the Orange County Transportation Authority Board of Directors approved Cooperative Agreement No. C-8-1960 with the California Department of Transportation to implement the construction phase for the Interstate 5 widening project between State Route 73 and Oso Parkway. An amendment to the cooperative agreement is required to modify and increase construction capital funding based on the latest engineering cost estimate.



BOARD AGENDA**16. (Continued)****Recommendations**

- A. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 1 to Cooperative Agreement No. C-8-1960 between the Orange County Transportation Authority and the California Department of Transportation, to increase construction funding, in the amount of \$9,274,000, for construction of Segment 1 - Interstate 5 widening project between State Route 73 and Oso Parkway. This will increase the maximum obligation of the construction phase of the agreement to a total contract value of \$142,563,000.
- B. Authorize the use of up to \$6,433,000 in Highway Infrastructure Program funds for Segment 1 - Interstate 5 widening project between State Route 73 and Oso Parkway.
- C. Authorize the use of up to \$2,841,000 in Proposition 1B Trade Corridor Improvement Fund project deallocations from the State Route 91 project from Interstate 5 to State Route 57, Tustin Avenue/Rose Drive railroad grade separation, and Orangethorpe Avenue railroad grade separation to Segment 1 - Interstate 5 widening project between State Route 73 and Oso Parkway.
- D. Authorize staff to process all necessary amendments to the Federal Transportation Improvement Program and execute or amend all necessary agreements to facilitate the above recommendations.

**17. Capital Programs Division - Third Quarter Fiscal Year 2018-19
Capital Action Plan Performance Metrics**

James G. Beil

Overview

The Orange County Transportation Authority's Strategic Plan key strategies and objectives to achieve the goals for Mobility and Stewardship include delivery of all Capital Action Plan projects on time and within budget. The Capital Action Plan is used to create a performance metric to assess capital project delivery progress on highway, grade separation, rail, and facility projects. This report provides an update on the Capital Action Plan delivery and performance metrics.



BOARD AGENDA**17. (Continued)****Recommendation**

Receive and file as an information item.

18. Approval to Release Request for Proposals for the Preparation of Plans, Specifications, and Estimates for the State Route 91 Improvement Project Between State Route 55 and Lakeview Avenue

Jeannie Lee/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 91 Improvement Project between State Route 55 and Lakeview Avenue.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 9-1160 for consultant services for the preparation of plans, specifications, and estimates for the State Route 91 Improvement Project between State Route 55 and Lakeview Avenue.
- B. Approve the release of Request for Proposals 9-1160 for consultant services for the preparation of plans, specifications, and estimates for the State Route 91 Improvement Project between State Route 55 and Lakeview Avenue.

19. Cooperative Agreement with the California Department of Transportation for the State Route 91 Improvement Project Between State Route 57 and State Route 55

Jeannie Lee/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 91 improvement project between State Route 57 and State Route 55.



BOARD AGENDA**19. (Continued)****Recommendations**

- A. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-9-1274 between the Orange County Transportation Authority and the California Department of Transportation, in the amount of \$500,000, to provide oversight of the plans, specifications, and estimates, and to advertise and award the construction contract for the State Route 91 improvement project between State Route 57 and State Route 55.

- B. Authorize staff to amend the Federal Transportation Improvement Program and execute all necessary agreements to facilitate the above recommendation.

20. Amendment to Agreement for Additional Design Services for the Interstate 5 Improvement Project from South of Alicia Parkway to El Toro Road

Niall Barrett/James G. Beil

Overview

On August 11, 2014, the Orange County Transportation Authority Board of Directors approved an agreement with TRC Solutions, Inc., for preparation of plans, specifications, and estimates for the Interstate 5 improvement project from south of Alicia Parkway to El Toro Road. An amendment to the existing agreement is required for additional design services.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 4 to Agreement No. C-4-1426 between the Orange County Transportation Authority and TRC Solutions, Inc., in the amount of \$617,742, for additional design services for the Interstate 5 improvement project from south of Alicia Parkway to El Toro Road. This will increase the maximum cumulative obligation of the agreement to a total contract value of \$9,187,029.



BOARD AGENDA

21. Project V - Mission Viejo Route 182 Update
Joseph Alcock/Kia Mortazavi

Overview

A Project V ridership update was provided to the Transit Committee on February 14, 2019. The report included information that the City of Mission Viejo's Route 182 service had failed to achieve its minimum performance standard and that cancellation processes had been initiated. The Transit Committee directed staff to follow up with the City of Mission Viejo related to route performance, options, and next steps. Recommendations are provided for review and action.

Recommendations

- A. Authorize an extension of Project V funding for the City of Mission Viejo's Route 182 service subject to meeting the required minimum service standard of ten boardings per revenue vehicle hour by June 30, 2020, and the City of Mission Viejo agreeing to take on operations and administration of the service starting by October 2019.
- B. Authorize the Chief Executive Officer to negotiate and execute a new cooperative agreement with the City of Mission of Viejo to implement these changes.
- C. Direct staff to continue reporting on the City of Mission Viejo's Route 182 performance as part of regularly scheduled Project V ridership updates.
- D. Cancel the funding extension, effective no later than August 15, 2020, if the City of Mission Viejo-led revised service fails to achieve the required minimum service standard by June 30, 2020.



BOARD AGENDA**Regular Calendar****Orange County Local Transportation Authority Regular Calendar Matters****22. Measure M2 Eligibility for the City of Stanton**

Adriann Cardoso/Kia Mortazavi

Overview

The Orange County Transportation Authority's Internal Auditor recently prepared an audit of the City of Stanton for fiscal year 2017-18. The audit concluded that the City of Stanton did not expend sufficient discretionary funds on streets and road purposes to meet the Measure M2 Ordinance maintenance of effort requirement. Based on this information, recommendations are presented related to compliance with the Measure M2 Ordinance.

Recommendations

- A. Find the City of Stanton ineligible to receive net Measure M2 revenues.
- B. Suspend payments to the City of Stanton of net Measure M2 revenues until the City of Stanton can demonstrate compliance with Measure M2 eligibility requirements and the Board of Directors acts to find the City of Stanton an "eligible agency."
- C. Authorize the Chief Executive Officer to execute Amendment No. 5 to Contract No. C-5-3564 with Vavrinek, Trine, Day and Company, LLP to revise the scope of work, add an additional task to apply agreed-upon procedures to assess compliance with maintenance of effort expenditure requirements, extend the agreement through June 30, 2020, and authorize staff to deduct fiscal year 2018-19 audit costs from any future net Measure M2 payments to the City of Stanton.
- D. Increase the City of Stanton's maintenance of effort requirement for fiscal year 2018-19 by the amount of expenditures that were not met as identified in the fiscal year 2017-18 audit.
- E. Authorize the Chief Executive Officer to negotiate and execute a settlement agreement with the City of Stanton to correct and remedy the fiscal year 2017-18 audit issues.



BOARD AGENDA**23. Measure M2 Eligibility for the City of Santa Ana**
Adriann Cardoso/Kia Mortazavi**Overview**

The Orange County Transportation Authority's Internal Auditor recently prepared an audit of the City of Santa Ana for fiscal year 2017-18. The audit concluded that the City of Santa Ana did not expend sufficient discretionary funds on streets and road purposes to meet the Measure M2 Ordinance maintenance of effort requirement. Based on this information, recommendations are presented related to compliance with the Measure M2 Ordinance.

Recommendations

- A. Find the City of Santa Ana ineligible to receive net Measure M2 revenues.
- B. Suspend payments to the City of Santa Ana of net Measure M2 revenues until the City of Santa Ana can demonstrate compliance with Measure M2 eligibility requirements and the Board of Directors acts to find the City of Santa Ana an "eligible agency."
- C. Authorize the Chief Executive Officer to execute Amendment No. 5 to Contract No. C-5-3564 with Vavrinek, Trine, Day and Company, LLP to revise the scope of work, add an additional task to apply agreed-upon procedures to assess compliance with maintenance of effort expenditure requirements, extend the agreement through June 30, 2020, and authorize staff to deduct fiscal year 2018-19 audit costs from any future net Measure M2 payments to the City of Santa Ana.
- D. Increase the City of Santa Ana's maintenance of effort requirement for fiscal year 2018-19 by the amount of expenditures that were not met as identified in the fiscal year 2017-18 audit.
- E. Authorize the Chief Executive Officer to negotiate and execute a settlement agreement with the City of Santa Ana to correct and remedy the fiscal year 2017-18 audit issues.



BOARD AGENDA

Discussion Items

24. Public Comments

At this time, members of the public may address the Board of Directors regarding any items within the subject matter jurisdiction of the Board of Directors, but no action may be taken on off-agenda items unless authorized by law. Comments shall be limited to three (3) minutes per speaker, unless different time limits are set by the Chairman subject to the approval of the Board of Directors.

25. Chief Executive Officer's Report

26. Directors' Reports

27. Closed Session

There are no Closed Sessions scheduled.

28. Orange County Transportation Authority Fiscal Year 2019-20 Budget Workshop

Victor Velasquez/Andrew Oftelie

Overview

The Orange County Transportation Authority is developing the fiscal year 2019-20 budget, which identifies available revenues and the costs associated with providing transportation services and programs for Orange County. The proposed budget will be reviewed in detail in a two-hour informal workshop following the May 13, 2019, Orange County Transportation Authority Board of Directors' meeting.

Recommendation

Receive and file as an information item.

29. Adjournment

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Friday, May 24, 2019**, at the Orange County Transportation Authority Headquarters, 550 South Main Street, Board Room - Conference Room 07-08, Orange, California.



May 13, 2019

To: Members of the Board of Directors
From: Darrell E. Johnson, Chief Executive Officer
Subject: Adopt Resolutions of Necessity for the Interstate 405 Improvement Project Between State Route 73 and Interstate 605

Overview

The Orange County Transportation Authority is implementing the Interstate 405 Improvement Project between State Route 73 and Interstate 605. The project requires acquisition of property rights from public and private parties adjacent to the existing freeway and city streets. On May 11, 2015, the Board of Directors approved acquiring right-of-way for the project. At this time, staff has been unable to reach an agreement to purchase required property rights from the subject property owners. It is now necessary for the Board of Directors to exercise its power of eminent domain by adopting resolutions of necessity in order to acquire these necessary property rights to make the properties available to meet the project delivery and construction schedules.

Recommendation

Adopt Resolution of Necessity Nos. 2019-021 and 2019-033, and authorize and direct General Counsel to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring necessary right-of-way and real property interests for the Interstate 405 Improvement Project between State Route 73 and Interstate 605.

Background

The acquisition of public and private properties is often required to implement transportation projects, even though extensive efforts are made during the planning and design process to avoid or minimize the impacts to public and private properties. Design-build (DB) Cooperative Agreement No. C-4-1847 between the Orange County Transportation Authority (OCTA) and the California Department of Transportation (Caltrans) was approved by the Board of Directors (Board) on June 30, 2015, and defined the roles and responsibilities of OCTA and Caltrans for final design, construction, and

right-of-way (ROW) acquisition for the Interstate 405 Improvement Project between State Route 73 (SR-73) and Interstate 605 (I-605) (Project). Pursuant to the DB cooperative agreement, OCTA is the lead implementing agency for final design, construction, and ROW acquisition for the Project. The environmental document and project report were approved by Caltrans on May 15, 2015.

Discussion

Construction of the Project will impact 288 properties between SR-73 and I-605, including 179 residential properties, 71 commercial/industrial properties, 37 public properties, and one railroad property. There are 287 properties identified as partial acquisitions and one property became a full acquisition at the owner's request. The full acquisition of one property will result in the relocation of three businesses operating on the property. The real property requirements are comprised of acquisitions of partial fee interests (FEEs), permanent highway easements (PHEs), permanent footing easements (PFEs), temporary construction easements (TCEs), a permanent ground lease reduction (PGLR), a temporary ground lease reduction (TGLR), and access control rights needed to construct the proposed highway and express lane improvements for the Project. The full fee acquisition, partial FEEs, PHEs, PFEs, TCEs, PGLR, and TGLR are required for roadway and bridge construction, sound walls, retaining walls, drainage systems, and for the installation of above-ground and underground facilities, including electrical, telecommunication, water, sewer, gas, and storm drain systems.

Resolution No. 2019-021 pertains to the acquisition of one TCE over a portion of the property owned by Tadashi Tad Fujita and Judith M. Fujita, Trustees of the Tad and Judith Fujita Family Trust, dated March 25, 2011, and Masami Fujita. As a result of the I-405 widening, there is a need to reconstruct and widen the Bolsa Avenue overcrossing which slightly raises the grade of the intersection at Chestnut Street. The proposed design will require the existing sidewalk, curb, and gutter along Chestnut Street to be reconstructed closer to the subject property. However, the improvements shall remain within the public ROW. Acquisition of the subject TCE is needed to provide the DB contractor sufficient work area to reconstruct the existing sidewalk, curb, and gutter, and improve the existing driveway.

Resolution No. 2019-033 pertains to the acquisition of a partial FEE and two TCEs over a portion of the property owned by NM 168, a California limited liability company (LLC). As a result of the I-405 widening, there is a need to reconstruct and widen the Warner Avenue overcrossing. The proposed design

will require the existing sidewalk, curb, and gutter along Warner Avenue to be reconstructed closer to the subject property. Acquisition of the subject partial FEE is needed for these Warner Avenue improvements. Acquisition of the subject TCEs is needed to provide the DB contractor sufficient work area to construct the northbound off-ramp, reconstruct the existing sidewalk, curb, and gutter, and improve the existing driveway. The property owner, through its legal representative, provided OCTA staff with the attached written notice of the intent to appear and be heard on the proposed adoption of a resolution of necessity (RON) (Attachment A). Upon contacting the property owner's counsel, OCTA's legal counsel was informed that no specific objections were being made as the notice was sent to preserve the property owner's rights while settlement negotiations continued with OCTA. Subsequently, the property owner has agreed to terms and has executed a ROW contract to provide OCTA with the property rights needed to construct. Recommendation for approval of this RON, however, will need to proceed as the subject property is occupied by several tenants with lease agreements that may assert a leasehold interest in the property rights needed, assert a claim for loss of business goodwill, or potentially object to OCTA's possession of the property interests. One of the tenants, Sunrise Markets, has informed OCTA it intends to assert a claim for damages. Sunrise Markets would not execute the release of claims for the property interests, or for possession of those interests. Staff is recommending proceeding with approval of the RON to allow the tenants to resolve leasehold interest impacts due to the acquisition.

The property owners have been given substantially more time than the 30 days required by the Federal Highway Administration to consider OCTA's written purchase offer and have been contacted multiple times as described in Attachment B. These contacts include OCTA staff requesting a meeting with the property owner to conduct an OCTA policies and procedures first level review to describe the Project design and the need for the property.

In accordance with the DB contract, OCTA must secure possession of the interests in the subject properties by applicable dates in April 2020 through October 2020 to meet Project schedule deadlines. Delay in acquiring the interests in these properties will cause Project delays and can potentially subject OCTA to a delay claim from the DB contractor. Proceeding with these RONs will ensure that Project schedules are maintained and contracted commitments are met by OCTA.

The "List of Property Owners" and "Photo Aerial Exhibits," Attachments C and D respectively, provide information on property ownerships and locations.

Acquisition of the subject property interests is being conducted in accordance with OCTA's Real Property Policies and Procedures and Caltrans guidelines. The required property interests were identified, engineered, and appraised by OCTA. The full appraised amount for each respective property interest was offered to the property owner under the requirements of Governmental Code Section 7267.2.

In order to proceed with acquisition of the properties required for the Project and to comply with state and federal laws for ROW acquisition, the Board is requested to adopt the RONs for the subject properties. This action will allow OCTA to commence eminent domain proceedings to acquire the interests in real property needed for the Project.

The following resolutions are recommended:

- Resolution No. 2019-021 Tadashi Tad Fujita and Judith M. Fujita, Trustees of the Tad and Judith Fujita Family Trust, dated March 25, 2011, and Masami Fujita – Action is recommended for the acquisition of one TCE over a portion of the property to provide sufficient working areas to reconstruct the existing sidewalk, curb, and gutter, and to improve the existing driveway.
- Resolution No. 2019-033 NM 168, LLC – Action is recommended for the acquisition of one partial FEE and two TCEs over a portion of the property to reconstruct the Warner Avenue improvements, and provide sufficient working areas to construct the northbound off-ramp, reconstruct the existing sidewalk, curb, and gutter, and to improve the existing driveway.

The eminent domain proceedings commence with action by the Board to adopt a RON in accordance with the California Code of Civil Procedure Section 1245.240, which requires an affirmative vote of two-thirds of the Board members. The Board is requested to determine whether the following criteria have been met:

1. The public interest and necessity require the Project;
2. The Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury;
3. The property interest(s) sought to be acquired is necessary for the Project; and
4. The offer required by Section 7267.2 of the Governmental Code has been made to the owner or owners of record.

Property owners and/or its designated representative affected by a RON may request an appearance to speak to the Board when the RON is considered on matters of Project design and the impact to the subject property. The issue regarding compensation for the value of the property affected by the RON should not be discussed. In the event the Board approves the RONs (Attachments E-F), OCTA's General Counsel will proceed with litigation in order to obtain possession and ultimate use of the property interests. Staff will continue negotiations with the property owners throughout the eminent domain process with the objective of reaching an agreement on the acquisition without the necessity of trial.

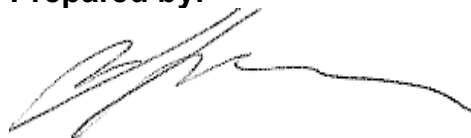
Summary

The acquisition of specified real property interests is required for the construction of the Project. Statutory offers have been made to the property owners, and negotiations are ongoing. Adopting these RONs and commencing eminent domain proceedings are requested to maintain the Project delivery schedule.

Attachments

- A. Letter from Norman Feirstein, The Feirstein Law Firm, to Clerk of the Board, Orange County Transportation Authority, Dated April 4, 2019, Re: NM 168 LLC Hearing date, May 13, 2019 9 a.m.
- B. Correspondence/Contact Summary:
Resolution Nos. 2019-021 Fujita Family Trust and Masami Fujita and 2019-033 NM 168, LLC
- C. List of Property Owners, Interstate 405 Improvement Project Between State Route 73 and Interstate 605, Board of Directors Exhibit Matrix
- D. Photo Aerial Exhibits
- E. Resolution No. 2019-021
- F. Resolution No. 2019-033

Prepared by:



Joe Gallardo
Manager, Real Property
(714) 560-5546

Approved by:



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

THE FEIRSTEIN LAW FIRM

8251 WESTMINSTER BOULEVARD
SUITE 203
WESTMINSTER, CALIFORNIA 92683

TELEPHONE: (714) 892-3320
FACSIMILE: (714) 894-5977
E-MAIL: feirsteinfirm@gmail.com

2019 APR -8 AM 10:55

OCTA
CLERK OF THE BOARD

April 4, 2019

CLERK OF THE BOARD
ORANGE COUNTY TRANSPORTATION AUTHORITY
550 SOUTH MAIN STREET
P.O. BOX 14184
ORANGE, CA. 92863-1584

Re: NM168 LLC
Hearing date, May 13, 2019 9 a.m.

Dear Madam:

Please be advised that NM168, LLC requests to be heard at the above referenced hearing. I look receiving confirmation from you at your earliest convenience.

Cordially,

NORMAN FEIRSTEIN

2019-154

**Correspondence/Contact Summary
Resolution No. 2019-021
Fujita Family Trust and Masami Fujita**

Date	Reason for Contact
June 29, 2018	Orange County Transportation Authority (OCTA) right-of-way (ROW) agent performed field attempt and met with property owner to present the offer package. Property owner indicated his approval of the offer, but needs to discuss with the other co-owners of the subject property.
July 5, 2018	OCTA ROW agent received voice message from property owner expressing their acceptance of the offer.
July 9, 2018	OCTA ROW agent left message for property owner regarding ROW contract execution.
July 12, 2018	OCTA ROW agent spoke to property owner regarding ROW contract execution.
August 7, 2018	OCTA ROW agent spoke to property owner who stated his attorney is reviewing the offer and the ROW contract and will advise when the review is completed.
August 22, 2018	OCTA ROW agent spoke to property owner stated his attorney had some proposed changes to the ROW contract. OCTA ROW agent reminded property owner that the incentive fee payment acceptance period will expire 8/29/18 and requested property owner's attorney contact her.
August 24, 2018	OCTA ROW agent spoke to property owner advising him that his attorney has not contact her and that a 10-day reminder letter regarding the 20% incentive fee payment was sent to him via USPS regular mail.
September 11, 2018	OCTA ROW agent spoke to property owner advising him that his attorney has not contact her. Property owner stated he would provide his attorney's contact information next time.
September 20, 2018	OCTA ROW agent spoke to property owner regarding the status of his attorney's review of the offer package and ROW contract. Property owner provided contact information for his attorney and OCTA ROW agent called and left a message for the attorney to contact her.
October 3, 2018	OCTA ROW agent spoke to property owner's attorney regarding his proposed changes to the ROW contract.
October 10, 2018	OCTA ROW agent emailed property owner's attorney regarding the status of his review of the ROW contract.
October 29, 2018	OCTA ROW agent emailed OCTA legal counsel to review the proposed changes to the ROW contract by property owner's attorney.
November 26, 2018	OCTA ROW agent sent email to OCTA legal counsel with property owner's attorney contact information for direct follow up with the owner's attorney.

November 30, 2018	OCTA ROW agent followed up with property owner's attorney to confirm direct contact with OCTA legal counsel on the proposed changes to the ROW contract.
December 18, 2018	OCTA legal counsel and property owner legal counsel telephone conference and email exchange regarding revisions to ROW contract.
December 21, 2018	OCTA ROW agent mailed first level review letter to property owner via USPS regular mail.
January 25, 2019	OCTA ROW agent mailed first level review letter to property owner via USPS regular mail.
January 31, 2019	OCTA legal counsel email to property owner legal counsel following up on status.
February 8, 2019	Notice of Intent to Adopt Resolution of Necessity Letter sent to property owner regarding hearing scheduled for March 25, 2019.
February 12, 2019	OCTA legal counsel email to property owner legal counsel with copy of redlined ROW contract for comment.
February 13, 2019	Property owner legal counsel email to OCTA legal counsel regarding property owner's intent to secure release from tenants.
February 20, 2019	OCTA legal counsel email to property owner legal counsel following up on status.
March 1, 2019	OCTA legal counsel email to property owner legal counsel following up on status and attaching notice of intent to adopt resolution of necessity letter and a second copy of redlined ROW contract for comment.
March 8, 2019	Property owner legal counsel email to OCTA legal counsel stating parties will be able to reach an agreement before March 25, 2019 resolution of necessity hearing date.
March 15, 2019	OCTA legal counsel email to property owner legal counsel informing him resolution of necessity hearing would be continued but requesting response to proposed ROW contract.
March 21, 2019	Letter sent by overnight mail to property owner providing notice that resolution of necessity hearing would be continued to May 13, 2019.
April 25, 2019	OCTA legal counsel mailed and emailed third copy of redlined ROW contract to property owner legal counsel for comment. The letter explains that the resolution of necessity hearing will proceed on May 13, 2019 if the parties are unable to reach an agreement.

Correspondence/Contact Summary
Resolution No. 2019-033
NM 168, LLC

Date	Reason for Contact
October 22, 2015	Orange County Transportation Authority (OCTA) right-of-way (ROW) agent advised by OCTA that property owner contacted them via email inquiring about the project. OCTA ROW agent called property owner and left a voice message for property owner to return call at his convenience.
October 12, 2017	OCTA ROW agent mailed NDA to property owner via USPS regular and certified mail. Package included Title VI package and acquisition brochure.
November 7, 2017	OCTA ROW agent received NDA returned as "Return to Sender" with an updated mailing address for property owner as R&R Management, LLC.
January 18, 2018	OCTA ROW agent received NDA returned as "Return to Sender" with an updated mailing address for property owner as R&R Management, LLC.
July 26, 2018	OCTA ROW agent mailed revised NDA to property owner via USPS regular and certified mail. Package included Title VI and acquisition brochure.
September 13, 2018	OCTA ROW agent received notification of new ownership for subject property.
September 28, 2018	OCTA ROW agent mailed NDA to new property owner via USPS regular and certified mail. Package included Title VI and acquisition brochure.
October 15, 2018	OCTA ROW agent received signed NDA certified mail receipt.
November 5, 2018	OCTA ROW agent met with new property owner on site and explained the proposed acquisition and project impacts. OCTA ROW agent discussed the property owner's concerns and advised that offer will be presented at a later date. OCTA ROW agent requested staking of the subject property acquisition.
January 15, 2019	OCTA ROW agent received signed NDA certified mail receipt.
February 27, 2019	OCTA ROW agent met with property owner's managers and corporate lawyer to present offer and discuss their concerns regarding property visibility and monument sign, use of TCE and unauthorized use of property, and other project issues.
March 21, 2019	OCTA ROW agent met with property owner's managers and corporate lawyer to discuss OCTA's responses to their concerns. OCTA ROW agent also discussed property owner's counter offer and their anticipated claims for loss of business goodwill.
March 22, 2019	Legal counsel for a tenant, Sunrise Market, contacted OCTA concerning project.

March 25, 2019	OCTA's legal counsel contacted counsel for tenant, Sunrise Market, to discuss project, potential impacts on business, requested release of claims, and arrange a 1 st level review meeting.
March 25, 2019	OCTA ROW agent mailed to property owner 30-day reminder letter regarding incentive payment and later discussed meeting at the property with project engineer.
April 3, 2019	OCTA mailed 1 st level review letter via USPS regular mail directly to the property owner.
April 4, 2019	OCTA's Clerk of Board receives a request to be heard by property owner at hearing on resolution of necessity.
April 4, 2019	OCTA's legal counsel calls property owner's counsel to discuss request to be heard and informed settlement is likely. OCTA's legal counsel follows up with email reiterating offer for a 1 st level review meeting.
April 10, 2019	OCTA's team meets with one of property owner's tenants (Sunrise Market) and her attorney, conducting 1st level review meeting and answering their questions regarding the project and potential loss of business goodwill. Tenant states will make a compensation demand on OCTA.
April 19, 2019	Property owner signs ROW contract with OCTA.

**List of Property Owners
Interstate 405 Improvement Project Between State Route 73 and Interstate 605
Board of Directors Exhibit Matrix**

Resolution No.	APN	CPN	Owner	Property Address	Area Needed	Type of Acquisition	Reason for Acquisition
2019-021	096-521-17	103148	Tadashi Tad Fujita and Judith M. Fujita, Trustees of the Tad and Judith Fujita Family Trust, dated March 25, 2011, and Masami Fujita	14971 Chestnut Street, Westminster	893 Sq. Ft.	TCE	One TCE over a portion of the property to provide sufficient working area to reconstruct the existing sidewalk, curb, and gutter, and to improve the existing driveway.
2019-033	167-301-03	102989	NM 168, a California limited liability company	9430 Warner Avenue, Fountain Valley	297 Sq. Ft. 2,985 Sq. Ft. 2,613 Sq. Ft.	FEE TCE TCE	One FEE and two TCEs over a portion of the property to reconstruct the Warner Avenue improvements, and provide sufficient working areas to reconstruct the northbound off-ramp, reconstruct the existing sidewalk, curb, and gutter, and to improve the existing driveway.

Legend

- APN = Assessor's Parcel Number
- CPN = Caltrans Parcel Number
- FEE = Partial Fee
- TCE = Temporary Construction Easement

Photo Aerial Exhibits

Resolution No. 2019-021 (Tad and Judith Fujita Family Trust and Masami Fujita)



Not to Scale,
For Presentation Purposes Only

Resolution No. 2019-033 (NM 168, LLC)



RESOLUTION NO. 2019-021

A RESOLUTION OF THE ORANGE COUNTY TRANSPORTATION AUTHORITY FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF AN INTEREST IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF A PORTION OF ASSESSOR PARCEL NO. 096-521-17.

WHEREAS, the Orange County Transportation Authority (the "Authority") is undertaking the Interstate 405 ("I-405") Improvement Project between State Route 73 and Interstate 605, a right-of-way for freeway purposes and all public uses appurtenant thereto (the "Project"); and

WHEREAS, the Project is intended to enhance road safety, increase freeway capacity, and improve traffic and interchange operations by adding general purpose and express lanes and making improvements to freeway entrances, exits and bridges; and

WHEREAS, the Project requires the acquisition of property interests from public and private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Authority to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

WHEREAS, on May 11, 2015, the Authority's Board of Directors authorized the Authority to acquire property interests for the Project; and

WHEREAS, a portion of the real property located at 14971 Chestnut Street, in the City of Westminster, California (the "Subject Property") is required for the Project. The specific portion of the Subject Property required for the Project includes a temporary construction easement as legally described and depicted in Exhibit "A" hereto (the "Property Interest"); and

WHEREAS, reasonable vehicular and pedestrian access to and from the Subject Property will be maintained at all times; and

WHEREAS, the Authority communicated an offer of compensation to the owner or owners of record for the acquisition of the Property Interest; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure on February 8, 2019, the Authority mailed a Notice of Hearing on the Intent of the Authority to Adopt a Resolution of Necessity for acquisition by eminent domain of the Property Interest. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Subject Property; and

WHEREAS, the Authority provided written notice to the City of Westminster as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Authority's Board of Directors at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Authority scheduled a hearing for May 13, 2019, at 9:00 am at 550 South Main Street, Orange, California and gave to each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Authority's Board of Directors and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Authority's notice of intention to conduct a hearing on whether or not to adopt a Resolution of Necessity and referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Authority may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, BE IT RESOLVED, by at least a two-thirds vote of the Authority's Board of Directors under Code of Civil Procedure sections 1240.030 and 1245.230, the Authority does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. There has been compliance by the Authority with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the interests in the property are to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Authority to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The proposed Project is necessary to enhance road safety, increase freeway capacity, and improve traffic and interchange operations by adding general purpose and express lanes and making improvements to freeway entrances, exits and bridges; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the Property Interest.

Section 5. Description of Property Interest. The property interest sought to be acquired is more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference.

Section 6. Findings. The Authority hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The Property Interest sought to be acquired is necessary for the proposed Project; and

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is

a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Authority is hereby authorized and empowered to acquire one temporary construction easement in the real property described and depicted in Exhibit A hereto, including the improvements thereon, if any, by eminent domain for the proposed Project.

Section 9. Further Activities. The Authority's legal counsel ("Counsel") is hereby authorized and empowered to acquire the Property Interest in the name of and on behalf of the Authority by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be permitted and required by law, and to make such security deposits as may be required by law and/or order of court, to permit the Authority to take possession of the Property Interest at the earliest possible time.

Section 10. Effective Date. This Resolution of Necessity shall take effect upon adoption.

PASSED, APPROVED, and ADOPTED on this _____ day of _____, 2019.

TIM SHAW, CHAIRMAN
ORANGE COUNTY
TRANSPORTATION AUTHORITY

APPROVED AS TO FORM:

JAMES M. DONICH
GENERAL COUNSEL

ATTEST:

I, Laurena Weinert, Clerk of the Board of Directors of the Orange County Transportation Authority, do hereby certify that the foregoing Resolution No. 2019-021, by the following votes:

AYES:

NOES:

ABSENT:

LAURENA WEINERT
CLERK OF THE BOARD

EXHIBIT "A"

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
Assessor Parcel No.: 096-521-17, 096-521-16
Caltrans Parcel No.: 103148-1**

This temporary construction easement shall be in, on, over, under, and across that certain real property described in Exhibit "A1" and depicted in Exhibit "A2" attached hereto, subject to the rights and limitations set forth herein ("TCE"). The TCE shall be used by the Orange County Transportation Authority and its employees, agents, representatives, contractors, successors and assigns (collectively, "OCTA") in connection with the construction of the I-405 Improvement Project. The TCE shall be for a period of forty-eight (48) months, a portion of which shall be exclusive (subject to the rights and limitations set forth below) and a portion of which shall be non-exclusive. Specifically, the actual physical construction activities within the TCE area shall be limited to a period of twelve (12) consecutive months within the forty-eight (48) month TCE period (the "Construction Period"). During the Construction Period, OCTA's use and occupancy of the TCE will be exclusive, subject to the rights and limitations set forth below. OCTA's use and occupancy of the TCE during the remaining thirty-six (36) months of the TCE period will be non-exclusive.

Rights and Limitations of Use and Occupancy of TCE:

- OCTA shall provide the owner(s) and occupant(s) of the property subject to this TCE a minimum of thirty (30)-days written notice as to when the Construction Period will commence.
- During the Construction Period, OCTA may place a temporary fence around the TCE area, provided however, no fence will be placed around or across any driveway within the TCE area.
- Reasonable pedestrian and vehicular access to the property shall be maintained at all times.
- Access to the TCE area shall be from the public right of way.
- Improvements within the TCE area will be removed as needed by OCTA to allow for construction activities. All improvements, except pavement, so removed shall be included in the compensation paid by OCTA for this TCE.
- Prior to the termination of the Construction Period, OCTA will remove from the TCE area all construction equipment and materials including, without limitation, any temporary fence, any temporary improvements, and all construction-related debris. The TCE area will be backfilled to grade and functionally equivalent pavement material will be installed to restore it to a similar condition that existed prior to commencement of the construction activities.

OCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.

PSOMAS

EXHIBIT 'A1'

LEGAL DESCRIPTION

Caltrans Parcel No. 103148-1

Temporary Construction Easement

APN 096-521-17

That portion of Parcel 1, in the City of Westminster, County of Orange, State of California, as per the map filed in Book 134, Page 26 Parcel Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the southeast corner of said Parcel 1; thence North 00°26'53" East 103.31 feet along the easterly line of said Parcel 1; thence leaving said easterly line, North 89°36'01" West 5.00 feet; thence South 00°26'53" West 28.00 feet; thence North 89°33'07" West, 6.86 feet; thence South 00°29'15" West 54.79 feet; thence South 89°33'07" East 6.90 feet; thence South 00°26'53" West, 20.16 feet to the southerly line of said Parcel 1; thence South 85°31'49" East 5.01 feet along said southerly line to the **Point of Beginning**.

Containing 893 square feet.

See Exhibit 'A2' attached hereto and made a part hereof.

The distances shown herein are grid distances. Ground distances may be obtained by dividing grid distances by the combination factor of 0.99997837

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This legal description was prepared by me or under my direction.

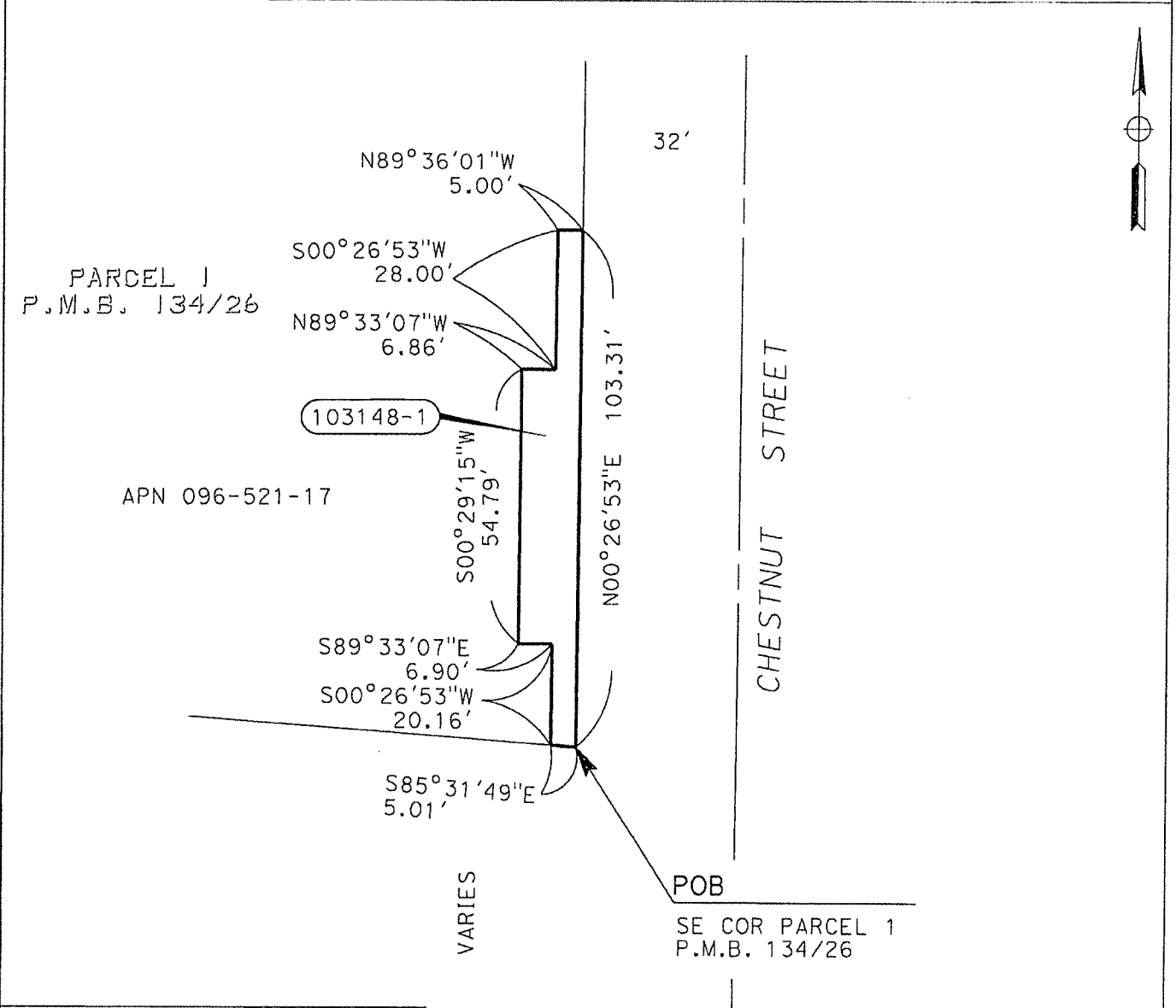
Peter J. Fitzpatrick
Peter J. Fitzpatrick, PLS 6777

November 1, 2018
Date



EXHIBIT A2

PARCEL#	TITLE	AREA	APN
103148-1	TCE	893 SF	096-521-17



LEGEND	
POB	Point of Beginning
	Caltrans Parcel Number
	Access Prohibited
(R)	Radial Bearing
NOTES	
<p>The distances shown herein are grid distances. Ground distances may be obtained by dividing grid distances by the combination factor of 0.99997837.</p>	

103148-1

TEMPORARY CONSTRUCTION EASEMENT

FEET 0 15 30 60 90

PREPARED BY: PSOMAS <small>3 Hutton Centre Drive, Ste. 200 Santa Ana, California 92707 (714)751-7373 / (714)545-8883 (Fax)</small>	DATE: 03-28-17 REV.: 11-01-18 EA:	FA#:	DISTRICT 12	COUNTY ORANGE	ROUTE 405	SHEET PM 17.70	SHEET NO. 1	TOTAL SHEETS 1
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RESOLUTION NO. 2019-033

A RESOLUTION OF THE ORANGE COUNTY TRANSPORTATION AUTHORITY FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF A PORTION OF ASSESSOR PARCEL NO. 167-301-03.

WHEREAS, the Orange County Transportation Authority (the "Authority") is undertaking the Interstate 405 ("I-405") Improvement Project between State Route 73 and Interstate 605, a right-of-way for freeway purposes and all public uses appurtenant thereto (the "Project"); and

WHEREAS, the Project is intended to enhance road safety, increase freeway capacity, and improve traffic and interchange operations by adding general purpose and express lanes and making improvements to freeway entrances, exits and bridges; and

WHEREAS, the Project requires the acquisition of property interests from public and private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Authority to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

WHEREAS, on May 11, 2015, the Authority's Board of Directors authorized the Authority to acquire property interests for the Project; and

WHEREAS, a portion of the real property located at 9480 Warner Avenue, in the City of Fountain Valley, California (the "Subject Property") is required for the Project. The specific portions of the Subject Property required for the Project include a partial fee interest as legally described and depicted in Exhibit "A" attached hereto, a temporary construction easement as legally described and depicted in Exhibit "B" attached hereto, and a temporary construction easement as legally described and depicted in Exhibit "C" attached hereto (collectively, the "Property Interests"); and

WHEREAS, reasonable vehicular and pedestrian access to and from the Subject Property will be maintained at all times; and

WHEREAS, the Authority communicated an offer of compensation to the owner or owners of record for the acquisition of the Property Interests; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure on March 29, 2019, the Authority mailed a Notice of Hearing on the Intent of the Authority to Adopt a Resolution of Necessity for acquisition by eminent domain of the Property Interests. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Subject Property; and

WHEREAS, the Authority provided written notice to the City of Fountain Valley as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Authority's Board of Directors at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Authority scheduled a hearing for May 13, 2019, at 9:00 am at 550 South Main Street, Orange, California and to each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll, the Authority has given notice of the hearing and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Authority's Board of Directors and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Authority's notice of intention to conduct a hearing on whether or not to adopt a Resolution of Necessity and referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Authority may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, BE IT RESOLVED, by at least a two-thirds vote of the Authority's Board of Directors under Code of Civil Procedure sections 1240.030 and 1245.230, the Authority does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. There has been compliance by the Authority with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the interests in the property are to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Authority to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The proposed Project is necessary to enhance road safety, increase freeway capacity, and improve traffic and interchange operations by adding general purpose and express lanes and making improvements to freeway entrances, exits and bridges; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the Property Interests.

Section 5. Description of Property Interests. The Property Interests sought to be acquired are more particularly described and depicted in Exhibits "A," "B," and "C" attached hereto and incorporated herein by reference.

Section 6. Findings. The Authority hereby finds, determines and declares each of the following:

- (a) The public interest and necessity require the proposed Project;
- (b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The Property Interests sought to be acquired are necessary for the proposed Project; and
- (d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Authority is hereby authorized and empowered to acquire a partial fee interest and two temporary construction easements as to the real property described and depicted in Exhibits "A," "B," and "C" attached hereto, including the improvements thereon, if any, by eminent domain for the proposed Project.

Section 9. Further Activities. The Authority's legal counsel ("Counsel") is hereby authorized and empowered to acquire the Property Interests in the name of and on behalf of the Authority by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be permitted and required by law, and to make such security deposits as may be required by law and/or order of court, to permit the Authority to take possession of the Property Interests at the earliest possible time.

Section 10. Effective Date. This Resolution of Necessity shall take effect upon adoption.

PASSED, APPROVED, and ADOPTED on this 13th day of May 2019.

TIM SHAW, CHAIRMAN
ORANGE COUNTY TRANSPORTATION AUTHORITY

APPROVED AS TO FORM:

JAMES M. DONICH
GENERAL COUNSEL

ATTEST:

I, Laurna Weinert, Clerk of the Board of Directors of the Orange County Transportation Authority, do hereby certify that the foregoing Resolution No. 2019-033, by the following votes:

AYES:

NOES:

ABSENT:

LAURENA WEINERT
CLERK OF THE BOARD

EXHIBIT A

PSOMAS

EXHIBIT 'A1'

LEGAL DESCRIPTION

Caltrans Parcel No. 102989-1

Fee Acquisition

APN 167-301-03

That portion of Parcel 2, In the City of Fountain Valley, County of Orange, State of California, as per map filed in Book 109, Page 13 of Parcel Maps, Records of said County described as follows:

Beginning at the easterly terminus of that certain course on the northerly line of said parcel shown as "North 88°10'41" East 237.70 feet" on said Parcel Map, said course having a bearing of North 89°06'54" East for the purpose of this description; thence South 89°06'54" West 166.10 feet along said northerly line to the **True Point of Beginning**; thence leaving said northerly line South 37°47'12" West 5.07 feet; thence South 88°24'09" West 34.22 feet; thence South 89°19'35" West 34.22 feet to the westerly line of said parcel; thence North 0°53'06" West 4.25 feet along said westerly line to the northerly line of said parcel; thence along said northerly line North 89°06'54" East 71.60 feet to the **True Point of Beginning**

Containing 297 square feet.

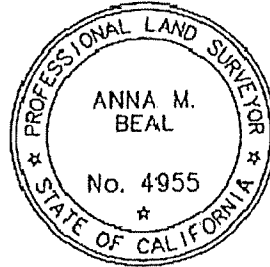
See Exhibit 'A2' attached hereto and made a part hereof.

The distances shown herein are grid distances. Ground distances may be obtained by dividing grid distances by the combination factor of 0.99997837

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Prepared under the direction of



Anna M. Beal

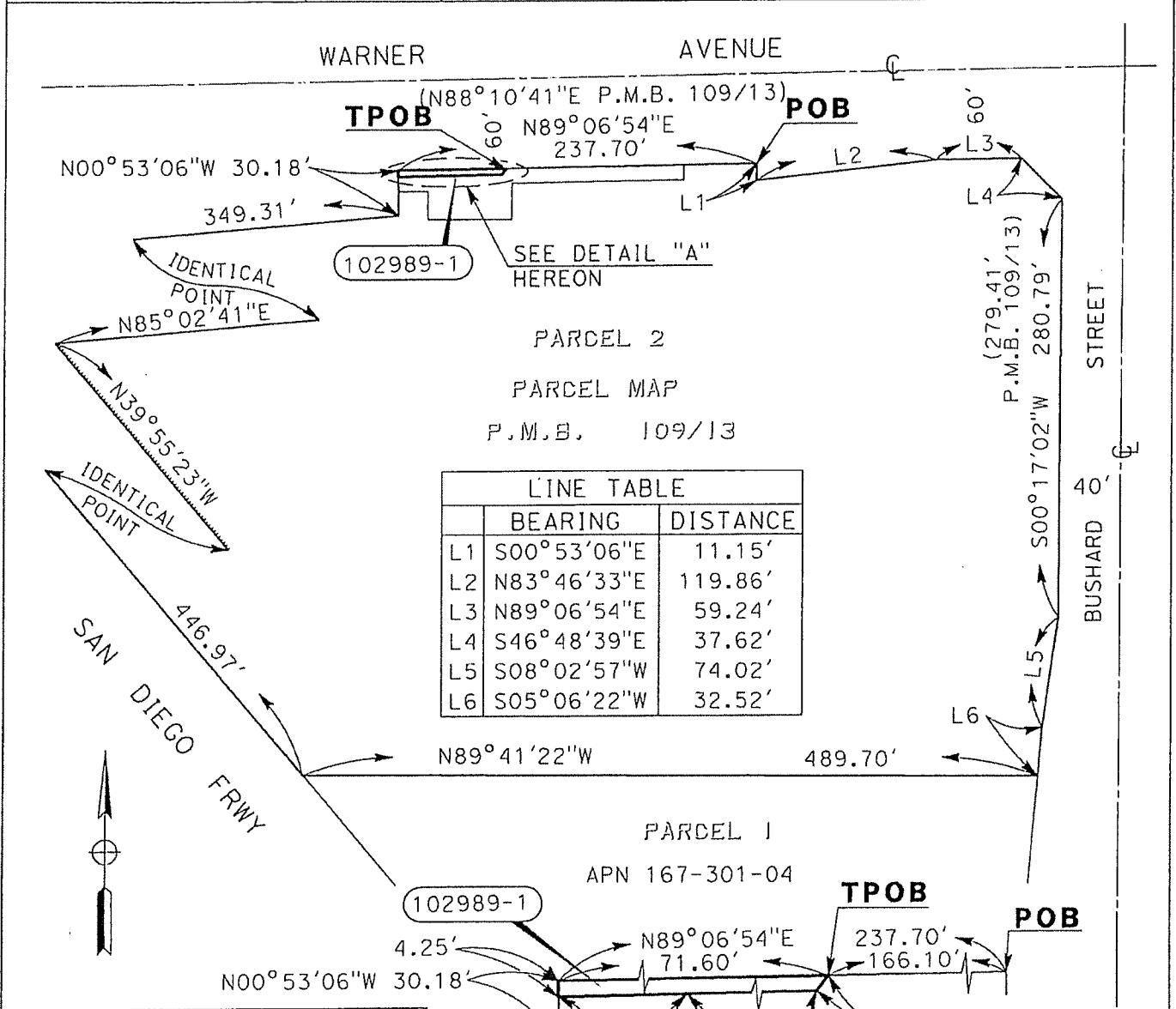
Anna M. Beal, PLS 4955

5/8/15

Date

EXHIBIT A2

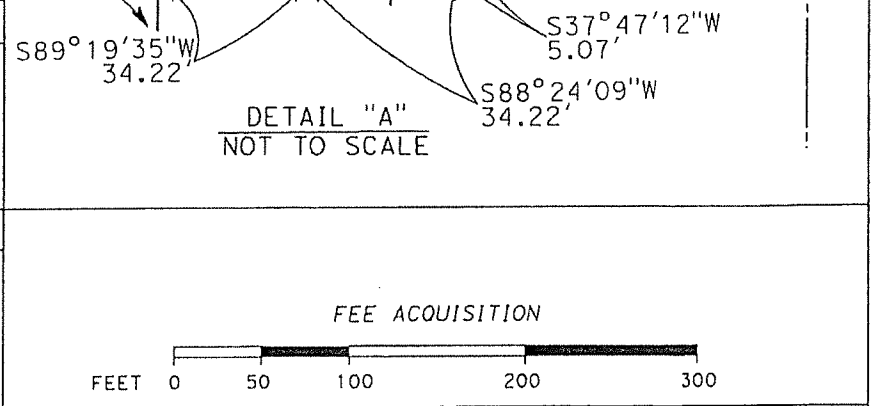
PARCEL#	TITLE	AREA	APN
102989-1	FEE	297 SF	167-301-03



LEGEND	
(R)	Indicates Radial Bearing
TPOB	True Point of Beginning
POB	Point of Beginning
102989-1	Caltrans Parcel Number
	Access Prohibited

NOTES

The distances shown herein are grid distances. Ground distances may be obtained by dividing grid distances by the combination factor of 0.99997837.



PREPARED BY:	DATE: 04-08-15	REV.:	EA: OF	FA#:		
PSOMAS <small>3 Hutton Centre Drive, Ste. 200 Santa Ana, California 92707 (714)751-7373/(714)545-8883 (Fax)</small>	DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
	12	ORANGE	405		1	1

EXHIBIT B

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION**

Assessor Parcel No: 167-301-03

Caltrans Parcel No: 102989-2

This temporary construction easement shall be in, on, over, under, and across that certain real property described in Exhibit "B1" and depicted in Exhibit "B2" attached hereto, subject to the rights and limitations set forth herein ("TCE"). The TCE shall be used by the Orange County Transportation Authority and its employees, agents, representatives, contractors, successors and assigns (collectively, "OCTA") in connection with the construction of the I-405 Improvement Project. The TCE shall be for a period of forty-eight (48) months, a portion of which shall be exclusive (subject to the rights and limitations set forth below) and a portion of which shall be non-exclusive. Specifically, the actual physical construction activities within the TCE area shall be limited to a period of twenty-four (24) consecutive months within the forty-eight (48) month TCE period (the "Construction Period"). During the Construction Period, OCTA's use and occupancy of the TCE will be exclusive, subject to the rights and limitations set forth below. OCTA's use and occupancy of the TCE during the remaining twenty-four (24) months of the TCE period will be non-exclusive.

Rights and Limitations of Use and Occupancy of TCE:

- OCTA shall provide the owner(s) and occupant(s) of the property subject to this TCE a minimum of thirty (30)-days written notice as to when the Construction Period will commence.
- During the Construction Period, OCTA may place a temporary fence around the TCE area, provided however, no fence will be placed around or across any driveway within the TCE area.
- Reasonable pedestrian and vehicular access to the property shall be maintained at all times.
- Access to the TCE area shall be from the public right of way.
- Improvements within the TCE area will be removed as needed by OCTA to allow for construction activities. All improvements so removed shall be included in the compensation paid by OCTA for this TCE.
- The existing monument sign shall be relocated by owner and compensation for same shall be provided for by OCTA.
- Prior to the termination of the Construction Period, OCTA will remove from the TCE area all construction equipment and materials including, without limitation, any temporary fence, any temporary improvements, and all construction-related debris. The TCE area will be backfilled to grade and functionally equivalent pavement material will be installed to restore it to a similar condition that existed prior to commencement of the construction activities.

OCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.

PSOMAS

EXHIBIT 'B1'

LEGAL DESCRIPTION

Caltrans Parcel No. 102989-2
Temporary Construction Easement
APN 167-301-03

That portion of Parcel 2, In the City of Fountain Valley, County of Orange, State of California, as per map filed in Book 109, Page 13 of Parcel Maps, Records of said County described as follows:

Beginning at the easterly terminus of that certain course on the northerly line of said parcel shown as "North 88°10'41" East 237.70 feet" on said Parcel Map, said course having a bearing of North 89°06'54" East for the purpose of this description; thence South 89°06'54" West 166.10 feet along said northerly line to the **True Point of Beginning**; thence leaving said northerly line South 37°47'12" West 5.07 feet; thence South 88°24'09" West 34.22 feet; thence South 89°19'35" West 34.22 feet to the westerly line of said parcel; thence along said westerly line South 0°53'06 East 10.00 feet; thence leaving said westerly line North 89°31'25" East 19.57 feet; thence South 0°04'51" East 18.86 feet; thence North 89°55'08" East 55.45 feet; thence North 0° 04'52" West 24.13 feet; thence North 89°07'21" East 114.47 feet; thence North 0°52'39" West 9.92 feet to said northerly line; thence along said northerly line South 89°06'54" West 117.96 feet to the **True Point of Beginning**

Containing 2985 square feet.

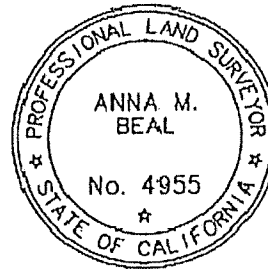
See Exhibit 'B2' attached hereto and made a part hereof.

The distances shown herein are grid distances. Ground distances may be obtained by dividing grid distances by the combination factor of 0.99997837

PSOMAS

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Prepared under the direction of



AMB

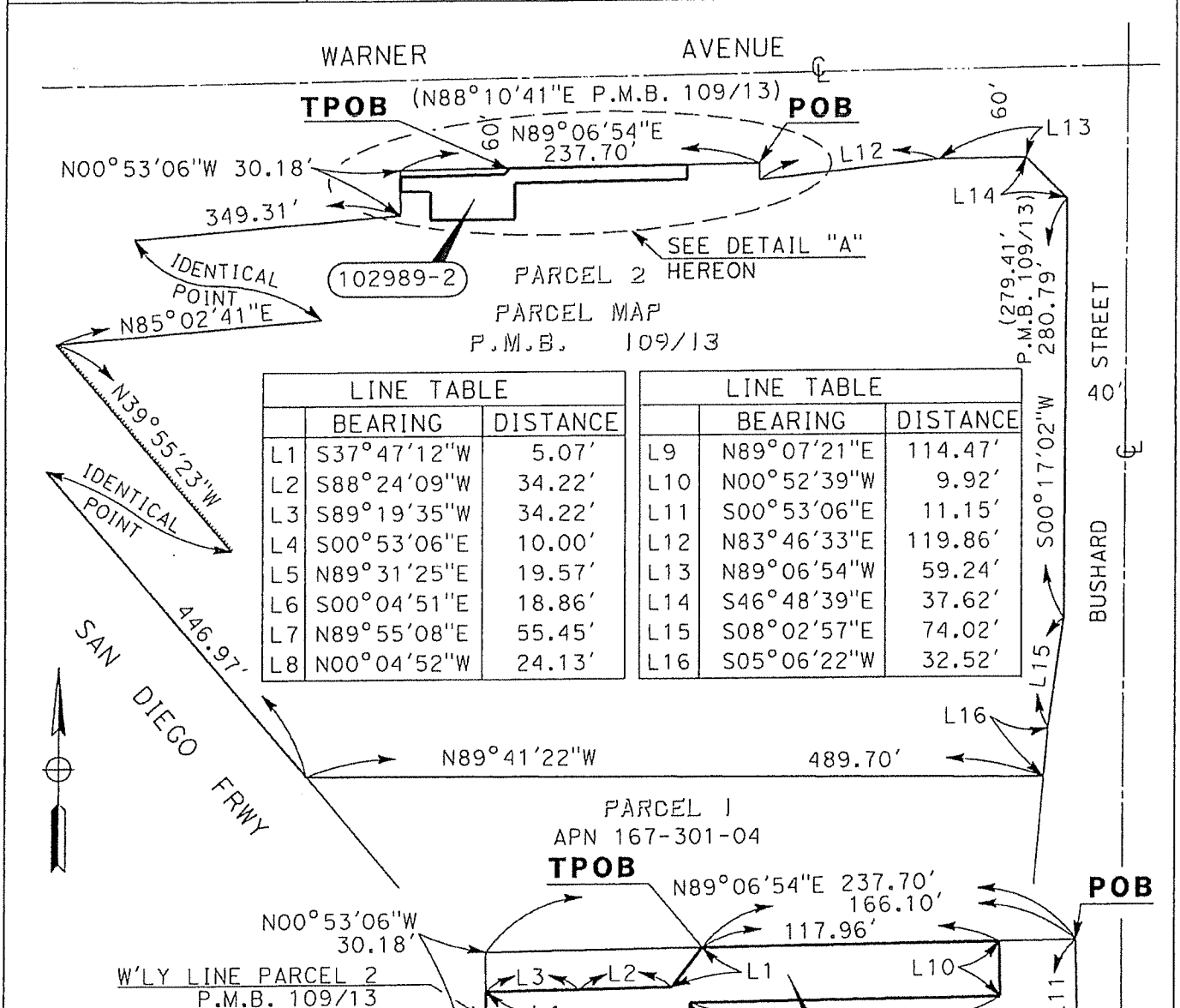
Anna M. Beal, PLS 4955

5/8/15

Date

EXHIBIT B2

PARCEL#	TITLE	AREA	APN
102989-2	TCE	2985 SF	167-301-03



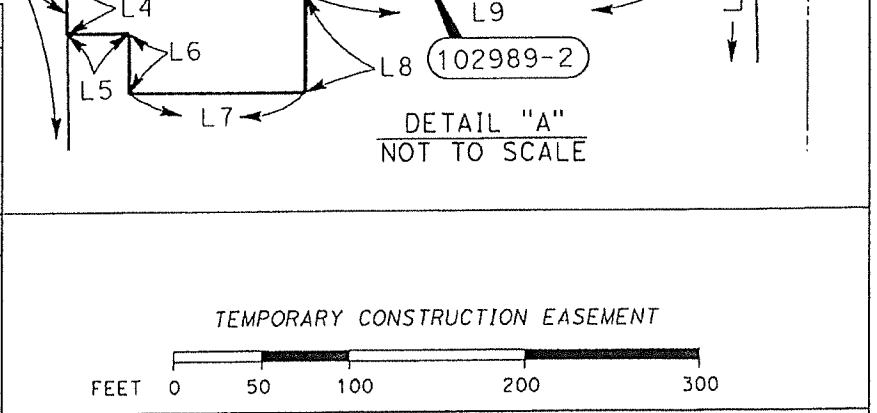
LINE TABLE		
	BEARING	DISTANCE
L1	S37°47'12"W	5.07'
L2	S88°24'09"W	34.22'
L3	S89°19'35"W	34.22'
L4	S00°53'06"E	10.00'
L5	N89°31'25"E	19.57'
L6	S00°04'51"E	18.86'
L7	N89°55'08"E	55.45'
L8	N00°04'52"W	24.13'

LINE TABLE		
	BEARING	DISTANCE
L9	N89°07'21"E	114.47'
L10	N00°52'39"W	9.92'
L11	S00°53'06"E	11.15'
L12	N83°46'33"E	119.86'
L13	N89°06'54"W	59.24'
L14	S46°48'39"E	37.62'
L15	S08°02'57"E	74.02'
L16	S05°06'22"W	32.52'

LEGEND	
(R)	Indicates Radial Bearing
TPOB	True Point of Beginning
POB	Point of Beginning
	Caltrans Parcel Number
	Access Prohibited

NOTES

The distances shown herein are grid distances. Ground distances may be obtained by dividing grid distances by the combination factor of 0.99997837.



PREPARED BY: PSOMAS <small>3 Hutton Centre Drive, Ste. 200 Santa Ana, California 92707 (714)751-7373/(714)545-8803 (Fax)</small>	DATE: 04-08-15	REV.:	EA: OF	FA#:	
DISTRICT 12	COUNTY ORANGE	ROUTE 405	SHEET PM 1	SHEET NO. 1	TOTAL SHEETS 1

EXHIBIT C

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION**

Assessor Parcel No: 167-301-03

Caltrans Parcel No: 102989-3

This temporary construction easement shall be in, on, over, under, and across that certain real property described in Exhibit "C1" and depicted in Exhibit "C2" attached hereto, subject to the rights and limitations set forth herein ("TCE"). The TCE shall be used by the Orange County Transportation Authority and its employees, agents, representatives, contractors, successors and assigns (collectively, "OCTA") in connection with the construction of the I-405 Improvement Project. The TCE shall be for a period of forty-eight (48) months, a portion of which shall be exclusive (subject to the rights and limitations set forth below) and a portion of which shall be non-exclusive. Specifically, the actual physical construction activities within the TCE area shall be limited to a period of twenty-four (24) consecutive months within the forty-eight (48) month TCE period (the "Construction Period"). During the Construction Period, OCTA's use and occupancy of the TCE will be exclusive, subject to the rights and limitations set forth below. OCTA's use and occupancy of the TCE during the remaining twenty-four (24) months of the TCE period will be non-exclusive.

Rights and Limitations of Use and Occupancy of TCE:

- OCTA shall provide the owner(s) and occupant(s) of the property subject to this TCE a minimum of thirty (30)-days written notice as to when the Construction Period will commence.
- During the Construction Period, OCTA may place a temporary fence around the TCE area, provided however, no fence will be placed around or across any driveway within the TCE area.
- Reasonable pedestrian and vehicular access to the property shall be maintained at all times.
- Access to the TCE area shall be from the public right of way.
- Improvements within the TCE area will be removed as needed by OCTA to allow for construction activities. All improvements so removed shall be included in the compensation paid by OCTA for this TCE.
- Prior to the termination of the Construction Period, OCTA will remove from the TCE area all construction equipment and materials including, without limitation, any temporary fence, any temporary improvements, and all construction-related debris. The TCE area will be graded and compacted.

OCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.

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EXHIBIT 'C1'
LEGAL DESCRIPTION

Caltrans Parcel No. 102989-3
Temporary Construction Easement
APN 167-301-03

That portion of Parcel 2, In the City of Fountain Valley, County of Orange, State of California, as per map filed in Book 109, Page 13 of Parcel Maps in the office of the County Recorder of said County, described as follows:

Beginning at the southwest corner of said parcel; thence South 89°41'23" East 13.37 feet along the southerly line of said parcel; thence leaving said southerly line North 39°55'23" West 125.40 feet; thence South 51°42'54" West 5.13 feet; thence North 39°52'48" West 200.00 feet; thence North 43°00'02" West 105.54 feet to the southwesterly line of said parcel; thence South 39°58'56" East 422.30 feet along said southwesterly line to the **Point of Beginning**.

Containing 2,613 square feet.

See Exhibit 'C2' attached hereto and made a part hereof.

The distances shown herein are grid distances. Ground distances may be obtained by dividing grid distances by the combination factor of 0.99997837

This legal description was prepared by me or under my direction.

Peter J. Fitzpatrick
Peter J. Fitzpatrick, PLS 6777

December 19, 2018
Date

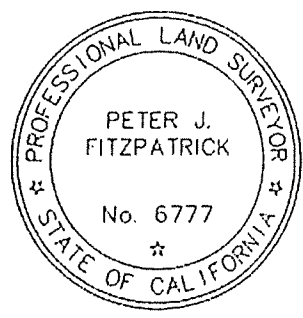
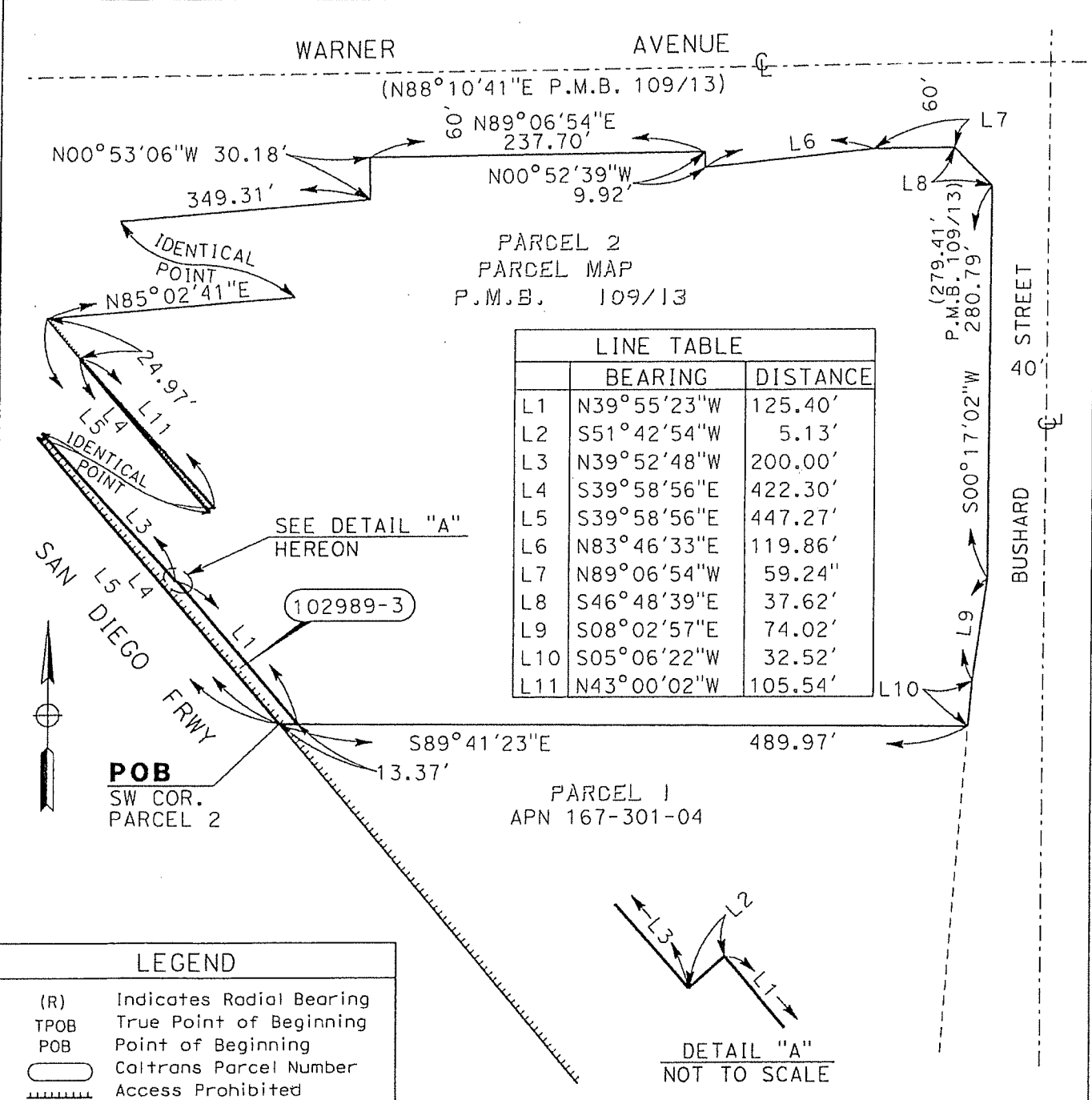


EXHIBIT C2

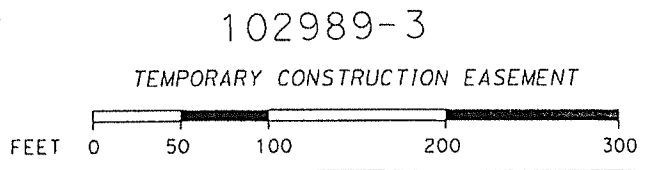
PARCEL#	TITLE	AREA	APN
102989-3	TCE	2613 SF	167-301-03



LEGEND	
(R)	Indicates Radial Bearing
TPOB	True Point of Beginning
POB	Point of Beginning
102989-3	Caltrans Parcel Number
	Access Prohibited

NOTES

The distances shown herein are grid distances. Ground distances may be obtained by dividing grid distances by the combination factor of 0.99997837.

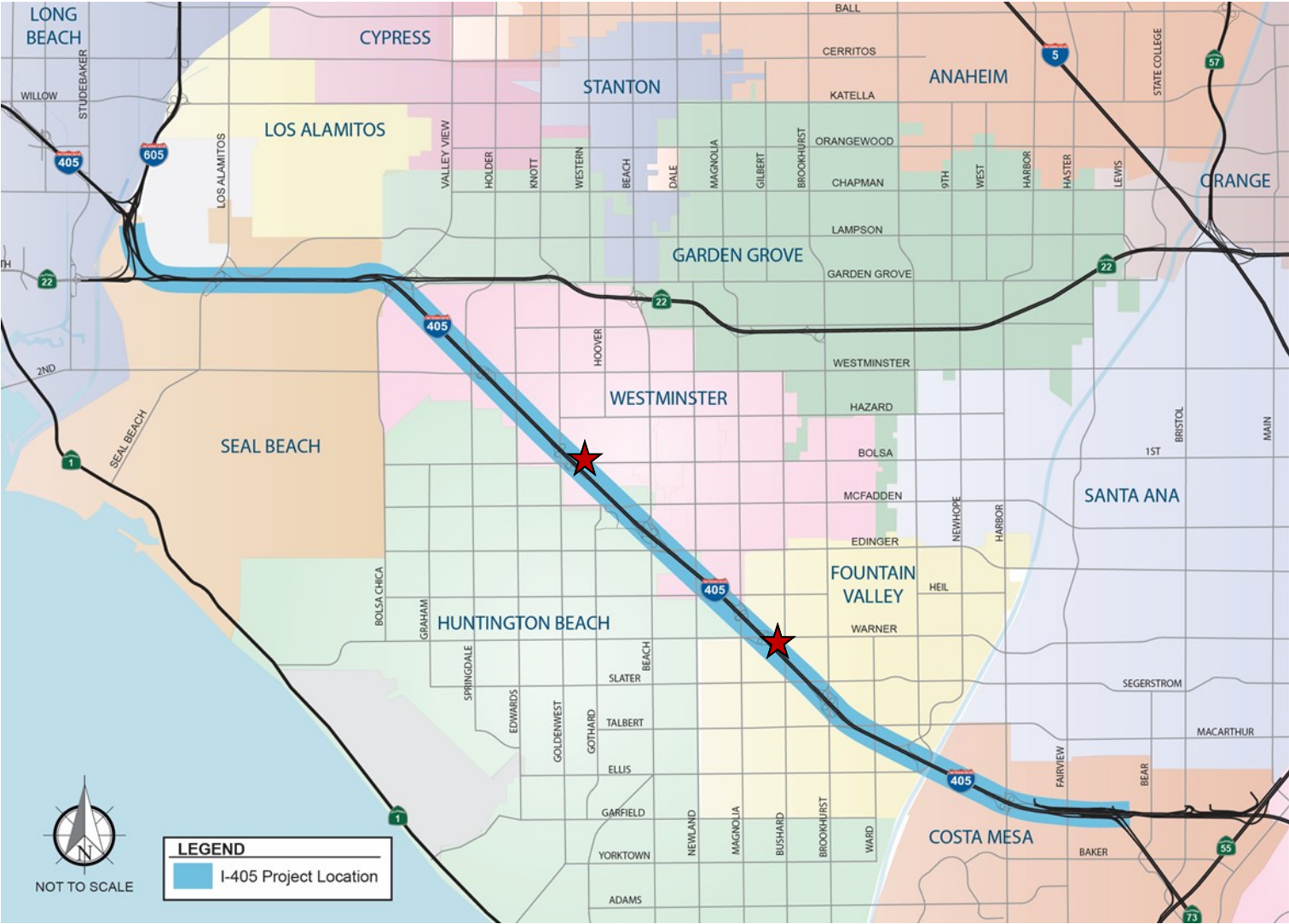


PREPARED BY: PSOMAS <small>3 Hutton Centre Drive, Ste. 200 Santa Ana, California 92707 (714)751-7373/(714)545-8883 (Fax)</small>	DATE: 03-28-17	REV.: 12-18-18	EA:	FA#:	
DISTRICT 12	COUNTY ORANGE	ROUTE 405	SHEET PM 17.70	SHEET NO. 1	TOTAL SHEETS 1



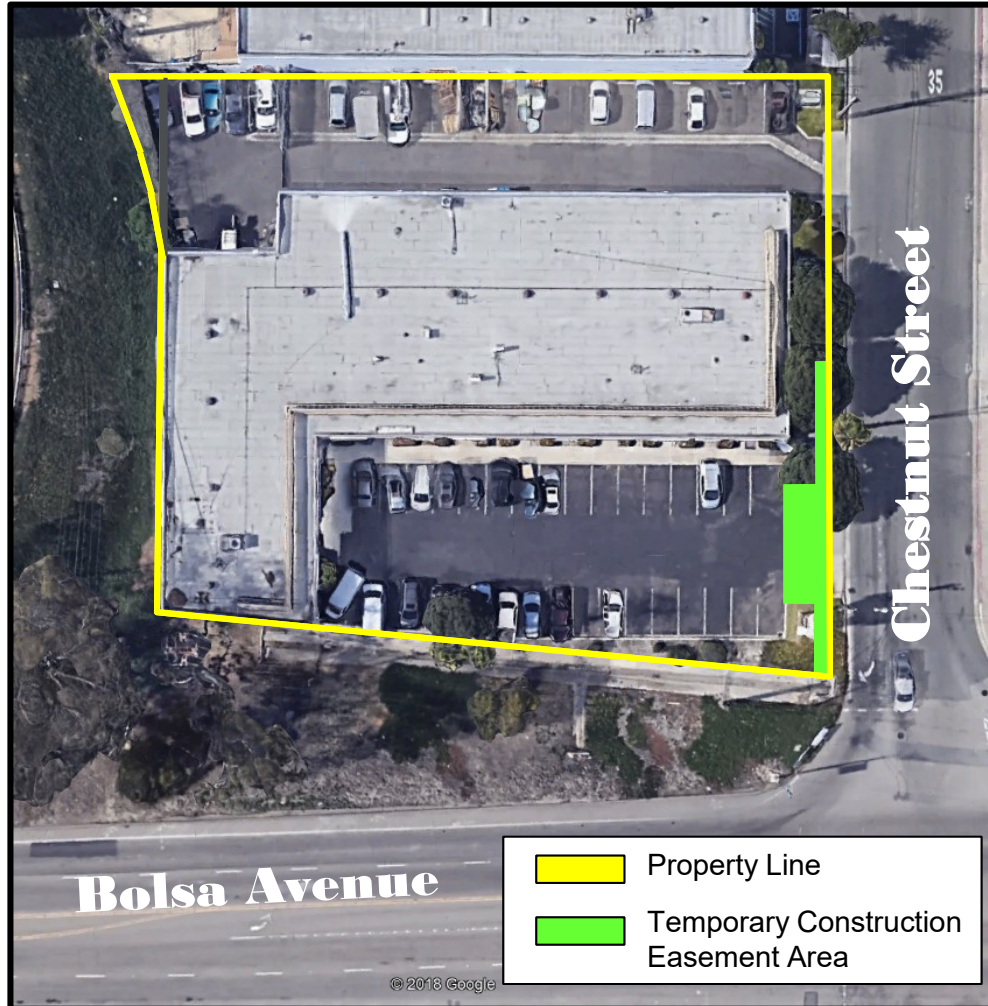
**Adopt Resolutions of Necessity for the
Interstate 405 Improvement Project
Between State Route 73 and Interstate 605**

I-405 Improvement Project Resolutions of Necessity Locations



Resolution of Necessity No. 2019-021

Tad and Judith Fujita Family Trust and Masami Fujita



Resolution of Necessity No. 2019-021

Tad and Judith Fujita Family Trust and Masami Fujita



Resolution of Necessity No. 2019-033

NM 168, LLC



Resolution of Necessity No. 2019-033

NM 168, LLC



Resolution of Necessity No. 2019-033

NM 168, LLC



Not to Scale,
For Presentation Purposes Only

Four Requirements to be Considered to Adopt Resolutions

1. The public interest and necessity require the proposed project.
2. The proposed project is planned in a manner that will be most compatible with the greatest public good and the least private injury.
3. The property is necessary for the proposed project.
4. An offer to acquire the property in compliance with Government Code Section 7267.2 has been made to the owner of record.



Proposed Fiscal Year 2019-20 (FY20) Southern California Regional Rail Authority Budget

FY20 Budget Priorities

CUSTOMER FIRST

Supported by the pillars of Safety, an Integrated System, and Modernized Business Practices

- **Continue emphasis on safe operations with Positive Train Control (PTC).**
- **Invest in existing assets to maintain a state-of-good repair by funding critical rehabilitation projects and improving processes to accelerate project delivery.**
- **Increase ridership and Farebox revenue, reducing the financial burden on Member Agencies.**
 - ✓ Attract new riders - marketing activities, brand awareness, and raising recommendation score.
 - ✓ Retain current riders - improve on-time performance, train reliability, comfort and convenience.
- **Enhance customer experience and loyalty through:**
 - ✓ Loyalty Program
 - ✓ Continuing improvements to the mobile ticketing application and modernization of ticket vending machines.

FY20 New Service for the 91/PVL Line

METROLINK COMMUTER RAIL SYSTEM

MORE CONVENIENT SCHEDULES

- MORE MIDDAY AND EVENING TRAINS
- MORE FREQUENCY DUE TO COMPLETED THIRD MAIN TRACK (ROSECRANS-MARQUARDT GRADE SEPARATION)
- LEVERAGING EXISTING CREWS AND EQUIPMENT



Request #2006 *91/PV Line – Weekend*

Extend two “Riverside - Los Angeles” roundtrips to “South Perris - Los Angeles”

Request #2007 *91/PV Line – Weekdays*

Extend two “South Perris - Riverside” roundtrips to “South Perris - Los Angeles”

Antelope Valley Line	Station Served by Multiple Lines
Inland Empire-Orange County Line	Amtrak Pacific Surfliner
Orange County Line	Metro Rail/Metro Bus
Riverside Line	LAX FlyAway Bus
San Bernardino Line	Coaster Oceanside to San Diego
Ventura County Line	Sprinter Oceanside to Escondido
91/Perris Valley Line	
Future Station	

* Formerly Burbank/Bob Hope Airport Station
 ** Formerly San Bernardino Station

FY20 New Service for the OC



MORE CONVENIENT SCHEDULES

- MORE MIDDAY AND EVENING TRAINS
- MORE FREQUENCY DUE TO COMPLETED THIRD MAIN TRACK (ROSECRANS-MARQUARDT GRADE SEPARATION)
- LEVERAGING EXISTING CREWS AND EQUIPMENT

Revenue Allocation by Member Agency

(\$000s)	METRO Share	OCTA Share	RCTC Share	SBCTA Share	VCTC Share	Total FY2019-20
Operating Revenue						
Farebox Revenue	\$ 44,250	\$ 24,427	\$ 8,179	\$ 10,748	\$ 2,378	\$ 89,983
Dispatching	1,122	717	8	64	262	2,172
Other Revenues	123	54	28	36	17	257
MOW Revenues	7,696	2,613	670	1,553	479	13,011
Total FY2019-20	\$ 53,191	\$ 27,812	\$ 8,884	\$ 12,401	\$ 3,135	\$ 105,423
Total FY2018-19	\$ 50,917	\$ 26,010	\$ 8,507	\$ 12,213	\$ 3,159	\$ 100,806
Over/(Under) Prior Year	\$ 2,274	\$ 1,802	\$ 377	\$ 188	\$ (24)	\$ 4,617
Percentage Change	4.5%	6.9%	4.4%	1.5%	(0.8%)	4.6%

Note: Amounts may not foot or cross foot due to rounding

FY20 Proposed Expenditures

(\$ million)

FY2019-20 Proposed Budget	\$ 262.9	
FY2018-19 Adopted Budget	\$ 251.4	
Year Over Year Change In Expenditures	\$ 11.5	4.6%

Variance Drivers:

Train Operations & Services		\$1.3 M	Administration & Services		\$ 7.0 M
Fuel	\$	2.9 M	Overhead Increase	\$	1.9 M
Train Operations Services (Amtrak)	\$	1.8 M	ICAP changes -from Capital to Ops	\$	1.7 M
Rail Agreements	\$	1.0 M	DBE Consultants- from Capital to Ops	\$	1.2 M
Special Trains	\$	0.8 M	PTC maintenance and support	\$	0.9 M
TVM Maintenance	\$	0.6 M	Salaries & Benefits-COLA & Merit	\$	0.8 M
Other	\$	0.2 M	Information Technology	\$	0.3 M
Eqpt Maintenance (Bombardier/Inventory)	\$	(1.2 M)	Engineering Consultants	\$	0.2 M
Transfers to Other Operators	\$	(1.2 M)			
Marketing	\$	(3.6 M)			
Maintenance-of-Way		\$5.7 M	Insurance Expense		\$(2.5 M)
Salaries and Benefits- from Capital to Ops	\$	1.8 M	Insurance Premiums	\$	0.5 M
Overhead (O/H) Allocation Increase	\$	1.5 M	Claims	\$	(3.0 M)
Signal Maintenance (MEC)	\$	1.0 M			
Track Maintenance (VTMI)	\$	0.9 M			
Consulting	\$	0.5 M			

Note: Amounts may not foot or cross foot due to rounding

Expense Allocation by Member Agency

(\$000s)	METRO Share	OCTA Share	RCTC Share	SBCTA Share	VCTC Share	Total FY2019-20
Expenses						
Train Operations & Services	\$ 75,960	\$ 36,588	\$ 18,466	\$ 16,342	\$ 6,248	\$ 153,604
Maintenance-of-Way	24,769	9,413	3,491	6,464	2,829	46,966
Administration & Services	23,123	8,729	6,813	5,135	4,339	48,140
Insurance	7,326	3,370	1,398	1,616	448	14,158
Total FY2019-20	\$ 131,179	\$ 58,100	\$ 30,168	\$ 29,557	\$ 13,865	\$ 262,869
Total FY2018-19	\$ 126,037	\$ 55,413	\$ 28,167	\$ 28,324	\$ 13,415	\$ 251,356
Over/(Under) Prior Year	\$ 5,143	\$ 2,686	\$ 2,001	\$ 1,233	\$ 449	\$ 11,512
Percentage Change	4.1%	4.8%	7.1%	4.4%	3.3%	4.6%

Note: Amounts may not foot or cross foot due to rounding

Subsidy by Member Agency

(\$000s)	METRO Share	OCTA Share	RCTC Share	SBCTA Share	VCTC Share	Total FY2019-20
Revenues	\$ 53,191	\$ 27,812	\$ 8,884	\$ 12,401	\$ 3,135	\$ 105,423
Expenses	\$ 131,179	\$ 58,100	\$ 30,168	\$ 29,557	\$ 13,865	\$ 262,869
FY2019-20	\$ 77,988	\$ 30,288	\$ 21,284	\$ 17,156	\$ 10,729	\$ 157,445
FY2018-19	\$ 75,120	\$ 29,403	\$ 19,660	\$ 16,111	\$ 10,256	\$ 150,550
Over/(Under) Prior Year	\$ 2,869	\$ 885	\$ 1,624	\$ 1,045	\$ 473	\$ 6,896
Percentage Change	3.8%	3.0%	8.3%	6.5%	4.6%	4.6%

Note: Amounts may not foot or cross foot due to rounding

FY20 Proposed Rehabilitation Budget

FY2019-20 Rehabilitation Project Allocation by Member Agency

Asset Category (\$000s)	METRO Share	OCTA Share	RCTC Share	SBCTA Share	VCTC Share	Total FY2019-20
Communications	\$ 1,052	\$ 651	\$ 342	\$ 173	\$ 207	\$ 2,426
Facilities	1,470	613	344	446	223	3,095
Fleet Vehicles	1,970	821	460	597	299	4,148
Rolling Stock	1,354	564	316	410	205	2,851
Signals	7,381	-	-	2,384	3,778	13,543
Structures	1,388	2,380	-	925	2,500	7,193
Track	17,348	7,650	236	3,218	2,023	30,475
Total	\$ 31,964	\$ 12,680	\$ 1,698	\$ 8,153	\$ 9,235	\$ 63,731

Note: Amounts may not foot or cross foot due to rounding

FY20 Proposed New Capital Budget

FY2019-20 Capital Project Allocation by Member Agency

Asset Category (\$000s)	METRO Share	OCTA Share	RCTC Share	SBCTA Share	VCTC Share	Total FY2019-20
Facilities	\$ 879	\$ 366	\$ 205	\$ 266	\$ 133	\$ 1,850
Rolling Stock	309	129	72	94	47	650
Signals	201	21	224	86	8	540
Total	\$ 1,389	\$ 516	\$ 502	\$ 446	\$ 188	\$ 3,040

Note: Amounts may not foot or cross foot due to rounding

Timeline – Next Steps

April 26, 2019 Transmit Budget to Member Agencies

May-June 2019 Member Agency Committee / Board Meetings

June 14, 2019 Public Hearing / Board Approval of FY2019-20 Budget

METROLINK MISSION

**TO PROVIDE SAFE, EFFICIENT, DEPENDABLE AND ON-TIME
TRANSPORTATION SERVICE THAT OFFERS OUTSTANDING
CUSTOMER EXPERIENCE AND ENHANCES QUALITY OF LIFE.**



SAFETY | PEOPLE | GROWTH | QUALITY | EFFICIENCY

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 April 22, 2019 regular meeting of the Orange County Transportation Authority (OCTA) and affiliated agencies was called to order by Chairman Shaw at 9:00 a.m. at the OCTA Headquarters, 550 South Main Street, Board Room – Conference Room 07-08, Orange, California.

Roll Call

Following the Invocation and Pledge of Allegiance, the Clerk of the Board noted a quorum was present, with the following Directors in attendance:

Directors Present: Tim Shaw, Chairman
Steve Jones, Vice Chairman
Lisa A. Bartlett
Doug Chaffee
Laurie Davies
Barbara Delgleize
Andrew Do
Gene Hernandez
Jose F. Moreno
Joe Muller
Mark A. Murphy
Richard Murphy
Miguel Pulido
Michelle Steel
Donald P. Wagner
Gregory T. Winterbottom
Ryan Chamberlain, District Director
California Department of Transportation District 12

Directors Absent: Michael Hennessey

Also Present: Darrell E. Johnson, Chief Executive Officer
Ken Phipps, Deputy Chief Executive Officer
Laurena Weinert, Clerk of the Board
Olga Prado, Assistant Clerk of the Board
James Donich, General Counsel
Members of the Press and the General Public

Special Calendar

Orange County Transportation Authority Special Calendar Matters

1. Administration of the Oath of Office to New Orange County Transportation Authority Board of Directors

James Donich, General Counsel, administered the Oath of Office to new Board of Directors (Board) Donald P. Wagner.

Chairman Shaw welcomed Director Wagner and commented that he had the opportunity to serve with Director Wagner on the Orange County Sanitation District Board, as well as highlighted Director Wagner's professional and elected official accomplishments.

2. Presentation of Resolutions of Appreciation for Employees of the Month for April 2019

Darrell E. Johnson, Chief Executive Officer (CEO), presented the OCTA Resolutions of Appreciation Nos. 2019-030 and 2019-032 to Graden Alegre, Coach Operator, and Stephanie Chhan, Administration, as Employees of the Month for April 2019. Mr. Johnson, CEO, announced that the Maintenance employee of the month resolution, for April 2019, will be presented at a future Board meeting.

Consent Calendar (Items 3 through 13)

Orange County Transportation Authority Consent Calendar Matters

1. Approval of Minutes

A motion was made by Director Pulido, seconded by Director Davies, and declared passed by those present, to approve the Orange County Transportation Authority and affiliated agencies' regular meeting minutes of April 8, 2019.

Director Winterbottom was not present to vote on this item.

4. Approval to Release Request for Proposals for Back-Office System and Customer Service Center Operations Services for the 91 Express Lanes in Orange and Riverside Counties

A motion was made by Director Pulido, seconded by Director Davies, and declared passed by those present, to:

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 9-1177 for selection of a contractor to provide the back-office system and customer service center operations services for the 91 Express Lanes in Orange and Riverside Counties.

4. (Continued)

- B. Approve the release of Request for Proposals 9-1177 to provide the back-office system and customer service center operations services for the 91 Express Lanes in Orange and Riverside Counties.

Director Winterbottom was not present to vote on this item.

5. State Legislative Status Report

A motion was made by Director Pulido, seconded by Director Davies, and declared passed by those present, to receive and file as an information item.

Director Winterbottom was not present to vote on this item.

6. First Quarter 2019 Debt and Investment Report

A motion was made by Director Pulido, seconded by Director Davies, and declared passed by those present, to receive and file the Quarterly Debt and Investment Report prepared by the Treasurer as an information item.

Director Winterbottom was not present to vote on this item.

7. OC Bus 360° Update

Director Bartlett pulled this item and asked if the OC Flex promotion will continue until April 28th. Stella Lin, Manager of Marketing and Customer Engagement, responded that since the OC Flex service is doing well, the promotion has been extended to July 31st.

A discussion ensued regarding:

- Last summer, the Board approved two, one year, OC Flex pilot programs.
- In May 2019, staff will return to the Transit Committee and Board with the first six months of service evaluation for the OC Flex pilot programs.
- As OCTA develops the fiscal year 2019-20 budget, one more OC Flex pilot model is being considered for additional areas.
- The proposed future OC Flex pilot program would be reviewed for another zone in an existing underserved transit area as opposed to expanding a current zone.
- Chairman Shaw reported that the College Pass Program, in the fall 2018 semester, had 622,111 student boardings and 6,330 unique student riders at Santa Ana College and Santiago Canyon College.

7. (Continued)

- OCTA is working with Fullerton College and Golden West College to offer the College Pass Program.
- Director Moreno looks forward to offering the College Pass Program to Fullerton College and to north and west Orange County.
- Director Delgleize looks forward to the College Pass Program being offered to both Fullerton College and Golden West College.
- The Fullerton College students recently voted on adding to the student fee for the College Pass Program. At the end of this month, the student vote results will be announced.
- The student fee varies amongst the colleges and depends on the number of students and current revenue boardings.

A motion was made by Director Bartlett, seconded by Director Do, and declared passed by those present, to receive and file as an information item.

Orange County Transit District Consent Calendar Matters

8. Consultant Selection for Video Surveillance System Installation at the Anaheim, Irvine Construction Circle, and Irvine Sand Canyon Bus Bases, and the Orange Administration Building

A motion was made by Director Pulido, seconded by Director Davies, and declared passed by those present, to:

- A. Approve the selection of Schneider Electric Buildings Division as the firm to perform video surveillance system installation at the Anaheim, Irvine Construction Circle, and Irvine Sand Canyon bus bases, and the Orange Administration building.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-8-1874 between the Orange County Transportation Authority and Schneider Electric Buildings Division, in the amount of \$701,705, for video surveillance system installation at the Anaheim, Irvine Construction Circle, and Irvine Sand Canyon bus bases, and the Orange Administration building.
- C. Amend the Orange County Transportation Authority's Fiscal Year 2018-19 Budget, in the amount of \$451,705, to accommodate Agreement No. C-8-1874 for video surveillance system installation at the Anaheim, Irvine Construction Circle, and Irvine Sand Canyon bus bases, and the Orange Administration building.

Director Winterbottom was not present to vote on this item.

9. Cooperative Agreement with the Southern California Regional Rail Authority for the Orange County Maintenance Facility Project

A motion was made by Director Pulido, seconded by Director Davies, and declared passed by those present, to authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-9-1127 between the Orange County Transportation Authority and Southern California Regional Rail Authority for the preliminary engineering and environmental stage of the Orange County Maintenance Facility.

Director Winterbottom was not present to vote on this item.

10. Amendment to Agreement to Exercise Option Term for Customer Information Center

A motion was made by Director Pulido, seconded by Director Davies, and declared passed by those present, to authorize the Chief Executive Officer to negotiate and execute Amendment No. 3 to Agreement No. C-3-1895 between the Orange County Transportation Authority and Alta Resources to exercise the second option of the agreement, in an amount not to exceed \$2,094,074, to provide call center services. This will increase the maximum obligation of the agreement to a total contract value of \$8,242,674.

Director Winterbottom was not present to vote on this item.

Orange County Local Transportation Authority Consent Calendar Matters

11. Federal Incentive Payment Program and Modified Settlement Delegation Authority for the State Route 55 Improvement Project Between Interstate 405 and Interstate 5

A motion was made by Director Pulido, seconded by Director Davies, and declared passed by those present, to:

- A. Authorize the Chief Executive Officer, or his designee, to implement the State Route 55 Acquisition - Incentive Payment Program to acquire needed right-of-way for the State Route 55 Improvement Project, which is consistent with Federal Highway Administration and California Department of Transportation guidelines.
- B. Authorize the Chief Executive Officer, or his designee, to execute agreements to acquire needed right-of-way in accordance with the modified settlement delegation authority for the State Route 55 Improvement Project.

Director Winterbottom was not present to vote on this item.

12. Approval to Release Request for Proposals for On-Call Real Property Appraisals and Related Services

A motion was made by Director Pulido, seconded by Director Davies, and declared passed by those present, to:

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 9-0995 for selection of consultant services for on-call real property appraisals and related services.
- B. Approve the release of Request for Proposals 9-0995 for on-call real property appraisals and related services.

Director Winterbottom was not present to vote on this item.

13. Contract Change Order for Demolition, Removal, and Disposal at the Maintenance and Storage Facility Property for the OC Streetcar Project

Director Wagner pulled this item, provided comments, and stated he shares some of his predecessors concerns about the OC Streetcar project, and will vote no on this item. Director Wagner also stated that the dollar amount set for this contract change order (CCO) seems to be a reasonable amount, and his issue is with the OC Streetcar project.

Chairman Shaw asked staff to explain the reason for the CCO. Darrell E. Johnson, CEO, stated that a recent memo was sent to the Board advising that the CCO would be brought to the Board for consideration.

Jim Beil, Executive Director of Capital Programs, reported the following:

- This CCO seeks Board action to complete demolition and removal work at the maintenance and storage facility (MSF).
- A settlement agreement with the former property owner was previously approved by the Board in Closed Session.
- The former property owner left, on the site, thick concrete slabs, a heavy steel fence, etcetera.
- Walsh Construction Company II, LLC (Walsh), was previously issued a CCO to proceed with demolition and removal work on the MSF, and staff negotiated the CCO price with Walsh.

13. (Continued)

A motion was made by Director Pulido, seconded by Director R. Murphy, and declared passed by those present, to authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 1.1 to Agreement No. C-7-1904 with Walsh Construction Company II, LLC, in the amount of \$113,884, for the demolition and removal of materials at the maintenance and storage facility property for the OC Streetcar project.

Directors Steel and Wagner voted in opposition.

Regular Calendar

Orange County Transportation Authority Regular Calendar Matters

14. Bristol Street Transit Corridor Study - Purpose and Need Update

Darrell E. Johnson, CEO, provided opening comments and introduced Eric Carlson, Senior Transportation Analyst, Strategic Planning, who provided the PowerPoint presentation for this item as follows:

- Study Overview;
- Study Scope;
- Process and Schedule;
- Bristol Corridor Context;
- Existing Transit Service;
- Existing Population and Employment;
- Transit Performance;
- Mobility Needs;
- Stakeholder and Public Participation; and
- Next Steps.

A discussion ensued regarding:

- Transit Committee Chairman Do highlighted the Transit Committee's recent discussions as follows:
 - Outreach to potential riders outside of the study area.
 - Expanding the study scope south to University Research Park in Irvine and University of California, Irvine (UCI).
 - He asked, as the item returns to the Transit Committee and Board, staff include a recommended action.
- The Board requested review to expand the study scope south.
- Currently, staff does not have a cost amount to amend the scope for additional study areas.

14. (Continued)

- The stakeholder group was expanded to include representatives from UCI, areas of Irvine, and the City of Irvine staff are on the project development team.
- Consider for the study the following:
 - County of Orange Civic Center Master Plan;
 - John Wayne Airport enhancements;
 - UCI and City of Irvine job centers;
 - Orange County's new employment direction of job training with unions;
 - "One Broadway" multi-media training facility apprentices eventually feeding into Irvine's job centers;
 - As part of the next OC Flex pilot program, review the potential expanded study as an option; and
 - Transit needs, future transit needs, and future transit based on housing needs.
- Last year, the Board adopted the Harbor Corridor Study with no rail options.
- Director Moreno requested for clarification, shown on Slide 2 of the PowerPoint, for the "Orange" route and change the description to BRT instead of "Rapid Streetcar/BRT" as Anaheim is not interested in a streetcar.
- The employment density travels from various areas and do not live in the population density areas shown on Slide 7 of the PowerPoint.
- OCTA follows the Federal Transit Administration planning principles that looks at purpose and need and mobility.
- Concerns about the following:
 - In general, scope expansions;
 - Additional time to study further south; and
 - Potential changes in two years.

Mr. Johnson, CEO, stated that staff will put a hold on the study, return to the Transit Committee and Board with expanding the study scope south costs, schedules, set of options, and recommendations for consideration.

No action was taken on this receive and file information item.

Orange County Transit District Regular Calendar Matters

15. Draft Fiscal Year 2019-20 Bus Service Plan

Darrell E. Johnson, CEO, provided opening comments and introduced Gary Hewitt, Section Manager, Transit Planning, who provided the PowerPoint presentation for this item as follows:

- Overview;
- OC Bus 360°;
- Service Design Framework;
- Improvements;
- Mixed Changes;
- Reductions;
- OC Streetcar Route Changes; and
- Next Steps.

Chairman Shaw asked for clarification that today the Board is not acting on the proposed service changes, staff will solicit feedback from the public, and does the public understand the increase/reduction of service process.

Mr. Hewitt confirmed that staff will first solicit feedback from the public, today no action is needed, and in general, the public comments will be against reduction of the service.

A motion was made by Director Do, seconded by Director M. Murphy, and declared passed by those present, to:

- A. Direct staff to implement a public outreach program to solicit feedback on the Draft Fiscal Year 2019-20 Bus Service Plan.
- B. Direct staff to return to the Board of Directors in July 2019 with outreach findings and final recommendations.

Director Pulido was not present to vote on this item.

Discussion Items

16. Public Comments

There were no public comments.

17. Chief Executive Officer's Report

Darrell E. Johnson, CEO, reported:

- Interstate 5/El Toro Road Interchange Project:
 - Last Thursday, OCTA partnered with the California Department of Transportation to host a public open house in the City of Lake Forest to obtain public feedback on the draft environmental study.
 - More than 300 attendees attended the public open house and is the largest turnout since the Interstate 405 Improvement Project was released in 2012.
- Regional Roadeo:
 - Last Saturday, the Southern California Regional Bus Roadeo was held in Los Angeles.
 - OCTA's maintenance team placed second out of nine teams.
 - OCTA's Coach Operator (Operator) placed eighth out of 14 coach operators.
 - Next month, the above mentioned maintenance team and Operator will represent OCTA at the national Bus Roadeo in Louisville, Kentucky.
- Michael Le, who is part of the three-person, one year, Job Rotation Program is rotating through all aspects of OCTA. Currently, Mr. Le's rotation is with the Clerk of the Board Department.

18. Directors' Reports

Director Davies reported that last Friday she used the OC Flex, Mobile App., and talked to the Operator that provided Director Davies comments about the route. Director Davies also reported the Operator's suggestion to save time have a stationary stop for the large apartment complexes.

Mr. Johnson, CEO, thanked Director Davies for the feedback and OCTA has some OC Flex stops at the large shopping centers and will review the large apartment complexes stationary stop.

Director Moreno expressed gratitude to OCTA for the College Pass Program, provided other comments about the program, and expressed excitement for the Fullerton College and Golden West College also having the bus pass program.

Director Moreno asked that this meeting be adjourned in honor of the hundreds of people killed, this past Easter Sunday, in Sri Lanka. Director Moreno stated that Al Jabbar, who served on the Anaheim Union High School District, was the first Sri Lankan, in the United States, to be an elected official.

Chairman Shaw reiterated his welcome to Director Wagner.

19. Closed Session

A Closed Session was held as follows:

- A. Pursuant to Government Code Section 54957(a) - Consultation with Authority General Counsel.
- B. Pursuant to Government Code Section 54956.9(d) - Conference with General Counsel - Potential Litigation - One Matter.

Director Pulido was not present for the Closed Session items.

There was no report out for the Closed Session items.

20. Adjournment

The meeting adjourned at 10:20 a.m. in honor of the people killed last Easter Sunday in Sri Lanka.

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, May 13, 2019**, at the Orange County Transportation Authority Headquarters, 550 South Main Street, Board Room – Conference Room 07-08, Orange, California.

ATTEST:

Laurena Weinert
Clerk of the Board

Tim Shaw
OCTA Chairman



COMMITTEE TRANSMITTAL

May 13, 2019

To: Members of the Board of Directors

From: *RW*
Laurena Weinert, Clerk of the Board

Subject: Designation of Applicant's Agent for Federal and State Financial Assistance

Executive Committee Meeting of May 6, 2019

Present: Chairman Shaw, Vice Chairman Jones, and Directors Bartlett, Do, Hennessey, and M. Murphy

Absent: Director Davies

Committee Vote

This item was passed by the Members present.

Committee Recommendation

Adopt Resolution No. 2019-019 designating the Chief Executive Officer and Deputy Chief Executive Officer as Orange County Transportation Authority's agents for executing applications for federal and/or state disaster assistance on behalf of the Orange County Transportation Authority.



May 6, 2019

To: Executive Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Designation of Applicant's Agent for Federal and State Financial Assistance

Overview

In order to receive state and federal disaster funds from the California Governor's Office of Emergency Services and the Federal Emergency Management Agency, the Orange County Transportation Authority is required to adopt a "Designation of Applicant's Agent Resolution." The designated agent(s) are authorized to apply and submit for financial assistance following a declared disaster.

Recommendation

Adopt Resolution No. 2019-019 designating the Chief Executive Officer and Deputy Chief Executive Officer as Orange County Transportation Authority's agents for executing applications for federal and/or state disaster assistance on behalf of the Orange County Transportation Authority.

Background

In order to receive state and federal financial assistance, a document must be on file with the California Governor's Office of Emergency Services (Cal OES) which designates personnel authorized to complete and sign on behalf of the agency. This document ensures paperwork can be processed quickly to meet deadlines established by the administering agency and is effective for three years. The last update was in March 2015.

Discussion

Resolution No. 2019-019 (Attachment A) designates the Chief Executive Officer and Deputy Chief Executive Officer as the Orange County Transportation Authority's (OCTA) authorized agents for processing disaster assistance requests and to indicate that designation on Cal OES 130 (Attachment B). The

form will indicate that this is a universal resolution effective for all open and future disasters up to three years following the date of approval. Cal OES 130 Instructions state that if titles are used on the form to designate the Authorized Agents, a cover letter must be attached which includes the names and titles. This cover letter is also valid for three years and allows the agency to update names in the event there are personnel changes during this time period (Attachment C).

Summary

Cal OES is the state's department responsible for processing assistance requests from local agencies seeking state or federal funding following disasters. Cal OES requires that each agency submit a completed Cal OES 130 every three years to designate OCTA's representative authorized to submit those applications.

Attachments

- A. Orange County Transportation Authority Resolution No. 2019-019
- B. Cal OES 130, Designation of Applicant's Agent Resolution For Non-State Agencies
- C. Draft Letter to Mr. David Gillings, State Public Assistance Officer, California Emergency Management Agency, May 13, 2019, from Darrell E. Johnson, Chief Executive Officer, Orange County Transportation Authority

Prepared by:



Katrina Faulkner
Manager, Security and Emergency
Preparedness
714-560-5719

Approved by:



Kenneth Phipps
Deputy Chief Executive Officer
714-560-5637

ATTACHMENT A

**ORANGE COUNTY TRANSPORTATION AUTHORITY
RESOLUTION 2019-019**

BE IT RESOLVED BY THE BOARD OF DIRECTORS
OF THE
ORANGE COUNTY TRANSPORTATION AUTHORITY
THAT THE

Chief Executive Officer, OR
(Name or Title of Authorized Agent)

Deputy Chief Executive Officer
(Name or Title of Authorized Agent)

is hereby authorized to execute for and in behalf of Orange County Transportation Authority, a public entity established under the laws of the State of California, applications and file it with the Office of Emergency services for the purpose of obtaining federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the Natural Disaster Assistance Act.

THAT the Orange County Transportation Authority, a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the California Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

The Orange County Transportation Authority has, from time to time, the need to request financial disaster assistance from state and federal agencies.

WHEREAS, Federal financial assistance is available under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 and State financial assistance is provided under California Disaster Assistance Act.

WHEREAS, Applications for both federal and state disaster assistance are processed through the California Governor's Office of Emergency Services (Cal OES), which requires adoption of a resolution by the local agency to submit Cal OES 130 designating the agency's representative(s) authorized to submit the applications for disaster assistance.

WHEREAS, Cal OES 130 must be submitted every three years.

AYES:

NOES:

ABSENT:

ATTEST:

Clerk of the Board

Chairman
Orange County Transportation Authority

OCTA Resolution No. 2019-019

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ORANGE COUNTY TRANSPORTATION AUTHORITY
(Governing Body) (Name of Applicant)

THAT Chief Executive Officer, OR
(Title of Authorized Agent)

Deputy Chief Executive Officer
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the ORANGE COUNTY TRANSPORTATION AUTHORITY, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the ORANGE COUNTY TRANSPORTATION AUTHORITY, a public entity established under the laws of the State of California,
(Name of Applicant)

hereby authorizes its agent(s) to provide to the California Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 13th day of May, 2019

Tim Shaw, Chair

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and Clerk of the Board of
(Name) (Title)

ORANGE COUNTY TRANSPORTATION AUTHORITY, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the Board of Directors of the ORANGE COUNTY TRANSPORTATION AUTHORITY
(Governing Body) (Name of Applicant)

on the 13th day of May, 2019.

(Signature)

(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification.")

ATTACHMENT C

May 13, 2019

Mr. David Gillings, State Public Assistance Officer
California Emergency Management Agency
3650 Schriever Avenue
Mather, CA 95655

Dear Mr. Gillings:

Effective immediately and in accordance with the Orange County Transportation Authority's Resolution 2019-019 approved on May 13, 2019, the following individuals are authorized to serve as the Authorized Agents on behalf of the Orange County Transportation Authority.

Chief Executive Officer
Darrell E. Johnson
550 S. Main St
Orange, CA 92863
714-560-5343

Deputy Chief Executive Officer
Kenneth Phipps
550 S. Main St
Orange, CA 92863
714-560-5637

If you should have questions regarding the above information please contact the Security and Emergency Preparedness Manager, Katrina Faulkner at 714-560-5719 or by email at kfaulkner@octa.net.

Darrell E. Johnson
Chief Executive Officer, Orange County Transportation Authority



COMMITTEE TRANSMITTAL

May 13, 2019

To: Members of the Board of Directors
From: Laurena Weinert, Clerk of the Board
Subject: Agreement for Magnetic Bus Passes

Finance and Administration Committee Meeting of April 24, 2019

Present: Directors Do, Hennessey, Hernandez, Jones, Steel, and Wagner
Absent: Director R. Murphy

Committee Vote

This item was passed by the Members present.

Committee Recommendation

Authorize the Chief Executive Officer to negotiate and execute Blanket Purchase Order No. C-9-1017 between the Orange County Transportation Authority and Electronic Data Magnetics, Inc., in the amount of \$414,906, to provide magnetic bus passes from July 1, 2019 through June 30, 2023.



April 24, 2019

To: Finance and Administration Committee
From: Darrell E. Johnson, Chief Executive Officer
Subject: Agreement for Magnetic Bus Passes

Overview

In February 2019, the Orange County Transportation Authority issued an invitation for bids for the production, printing, and encoding of magnetic bus passes. Bids were received in accordance with procurement procedures for materials and equipment. Board of Directors' approval is requested to execute the new Blanket Purchase Order.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Blanket Purchase Order No. C-9-1017 between the Orange County Transportation Authority and Electronic Data Magnetics, Inc., in the amount of \$414,906, to provide magnetic bus passes from July 1, 2019 through June 30, 2023.

Discussion

As part of the local and express fixed-route bus service, the Orange County Transportation Authority (OCTA) utilizes multiple types of prepaid encoded and unencoded magnetic bus passes that are validated by the GFI Genfare Odyssey Farebox (farebox) on the bus.

OCTA outsources the production, printing, and encoding of the various encoded and unencoded magnetic bus passes. The encoded bus passes are produced, printed, and magnetically programmed by the contractor according to OCTA specifications. This allows the farebox to distinguish encoded bus passes, such as the various bus pass types for regular, senior, or youth. Unencoded bus passes are passes that have not been programmed by the contractor, but are produced and printed with OCTA branding. Unencoded passes are stored on the bus. When a customer requests a day pass, the coach operator inserts the unencoded pass into the farebox where it is magnetically encoded as a day pass.

Annually, OCTA sells approximately 800,400 prepaid encoded magnetic bus passes and distributes an average of 4,300,000 unencoded magnetic bus passes amongst the various bases.

Procurement Approach

This procurement was handled in accordance with OCTA’s Board of Directors (Board)-approved procedures for materials and equipment greater than \$50,000. These procedures, which conform to both federal and state requirements, are used when minimum requirements can be clearly specified and, therefore, the lowest price is the only criterion for choosing among the bidders who are responsive and responsible after a sealed bid process.

On February 19, 2019, Invitation for Bids (IFB) 9-1017 was issued electronically on CAMM NET. The project was advertised on February 19 and 26, 2019, in a newspaper of general circulation. One addendum was issued to answer various bidders’ questions that were received. On March 20, 2019, three bids were received and publicly opened.

All bids were reviewed by staff from the Contracts Administration and Materials Management and General Services departments to ensure compliance with the contract terms and conditions, as well as technical specifications. The list of bidders and bid amounts, which include delivery and sales tax, are presented below:

<u>Firm and Location</u>	<u>Bid Amount</u>
Electronic Data Magnetics, Inc. High Point, North Carolina	\$414,906
Paragon Magnadata, Inc. Toms River, New Jersey	\$428,710
Magnetic Ticket & Label Corporation Dallas, Texas	\$554,769

The independent cost estimate for the project was \$382,452. The recommended firm’s bid is \$414,906. Electronic Data Magnetics, Inc., met the requirements of the IFB, and staff considers the bid based on current market conditions to be fair and reasonable.

State law requires award to the lowest responsive, responsible bidder. As such, staff recommends award to Electronic Data Magnetics, Inc., the lowest

responsive, responsible bidder, in the amount of \$414,906, for magnetic bus passes.

Fiscal Impact

The project is included in OCTA's proposed Fiscal Year 2019-20 Budget, Finance and Administration Division/General Services Department under account 1241-A5104-DU9-7661.

Summary

Based on the information provided, staff recommends the Board authorize the Chief Executive Officer to negotiate and execute Blanket Purchase Order No. C-9-1017 with Electronic Data Magnetics, Inc., in the amount of \$414,906, for the purchase of magnetic bus passes.

Attachment

None.

Prepared by:

Approved by:



Sara Belovsky
Section Manager III,
General Services
714-560-5720



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



Virginia Abadessa
Director, Contracts Administration
and Materials Management
714-560-5623



COMMITTEE TRANSMITTAL

May 13, 2019

To: Members of the Board of Directors
From: Laurena Weinert, ^{LT} Clerk of the Board
Subject: Approval of Fiscal Year 2019-20 Local Transportation Fund Claim for Public Transportation and Community Transit Services

Finance and Administration Committee Meeting of April 24, 2019

Present: Directors Do, Hennessey, Hernandez, Jones, Steel, and Wagner
Absent: Director R. Murphy

Committee Vote

This item was passed by the Members present.

Committee Recommendations

- A. Approve the Orange County Transit District Fiscal Year 2019-20 Local Transportation Fund Claim for public transportation services in the amount of \$164,730,028, and for community transit services in the amount of \$8,733,198, for a total claim amount of \$173,463,226.
- B. Authorize the Chief Executive Officer to issue allocation/disbursement instructions to the Orange County Auditor-Controller in the full amount of the claims.



April 24, 2019

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Approval of the Fiscal Year 2019-20 Local Transportation Fund Claim for Public Transportation and Community Transit Services

Overview

The Orange County Transit District is eligible to receive funding from the Local Transportation Fund for providing public transportation and community transit services throughout Orange County. To receive the funds, the Orange County Transit District must file a claim against the Local Transportation Fund with the Orange County Transportation Authority.

Recommendations

- A. Approve the Orange County Transit District Fiscal Year 2019-20 Local Transportation Fund Claim for public transportation services in the amount of \$164,730,028, and for community transit services in the amount of \$8,733,198, for a total claim amount of \$173,463,226.
- B. Authorize the Chief Executive Officer to issue allocation/disbursement instructions to the Orange County Auditor-Controller in the full amount of the claims.

Background

The Transportation Development Act (TDA) of 1971 established a funding source dedicated to public transit and non-transit related projects. The TDA created a Local Transportation Fund (LTF) in each county for transportation purposes specified in the TDA. Revenues are derived from 1/4 cent of the current retail sales tax.

The LTF revenues are collected by the California Department of Tax and Fee Administration and returned to local jurisdictions based on the volume of sales during each month. As required by the TDA, LTF receipts are deposited with the Orange County Treasury (Fund 182) and are administered by the Orange

County Auditor-Controller (OCAC). The Orange County Transportation Authority (OCTA) is the Transportation Planning Agency (TPA) responsible for the allocation of the LTF. Upon instructions from OCTA, LTF receipts are disbursed by the OCAC among the various administrative, planning, and public transportation apportionments as specified in the TDA.

In Orange County, OCTA has designated the Orange County Transit District (OCTD) as the public transportation services operator and the Consolidated Transportation Services Agency. Therefore, OCTD is the claimant for Article 4 and 4.5 funds. Section 6630 of the California Code of Regulations requires OCTD to file a claim with OCTA in order to receive an allocation from the LTF for providing public transportation and community transit services under Articles 4 and 4.5 of the TDA.

Discussion

On February 25, 2019, the OCTA Board of Directors (Board) approved the LTF Fiscal Year (FY) 2019-20 apportionments. A total of \$173,463,226 was approved for OCTD, consisting of \$164,730,028 for Article 4 public transit services and \$8,733,198 for Article 4.5 community transit services.

On March 25, 2019, the OCTD Board adopted a resolution authorizing the filing of an LTF claim for a total of \$173,463,226 for funding public transportation and community transit services during FY 2019-20. The OCTA, as the TPA for Orange County, is authorized to approve LTF claims and make payments from the LTF through written instructions to the OCAC.

Summary

The OCTA's approval of the OCTD claim against the LTF in the amount of \$173,463,226 will enable the OCTD to continue providing public transportation and community transit services throughout Orange County in FY 2019-20.

Attachment

None.

Prepared by:



Sam Kaur
Department Manager
Revenue and Grants Administration
(714) 560-5889

Approved by:



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



COMMITTEE TRANSMITTAL

May 13, 2019

To: Members of the Board of Directors
From: Laurena Weinert, ^{LT} Clerk of the Board
Subject: Approval of the Fiscal Year 2019-20 Local Transportation Fund Claim for Laguna Beach Public Transportation Services

Finance and Administration Committee Meeting of April 24, 2019

Present: Directors Do, Hennessey, Hernandez, Jones, Steel, and Wagner
Absent: Director R. Murphy

Committee Vote

This item was passed by the Members present.

Committee Recommendations

- A. Approve the Laguna Beach Municipal Transit Lines Fiscal Year 2019-20 Local Transportation Fund Claim for public transportation services in the amount of \$1,200,732.
- B. Authorize the Chief Executive Officer of the Orange County Transportation Authority to issue allocation/disbursement instructions to the Orange County Auditor-Controller in the amount of the claim.



April 24, 2019

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Approval of the Fiscal Year 2019-20 Local Transportation Fund Claim for Laguna Beach Public Transportation Services

Overview

The Laguna Beach Municipal Transit Lines, a department within the City of Laguna Beach, is eligible to receive funding from the Local Transportation Fund in Orange County for providing public transportation services throughout the city. To receive the funds, the Laguna Beach Municipal Transit Lines must file a claim against the Local Transportation Fund with the Orange County Transportation Authority.

Recommendations

- A. Approve the Laguna Beach Municipal Transit Lines Fiscal Year 2019-20 Local Transportation Fund Claim for public transportation services in the amount of \$1,200,732.
- B. Authorize the Chief Executive Officer of the Orange County Transportation Authority to issue allocation/disbursement instructions to the Orange County Auditor-Controller in the amount of the claim.

Background

The Transportation Development Act (TDA) of 1971 established a funding source dedicated to public transit and non-transit related projects. The TDA created in each county a Local Transportation Fund (LTF) for transportation purposes specified in the TDA. Revenues are derived from ¼ cent of the current retail sales tax. The LTF revenues are collected by the California Department of Tax and Fee Administration and returned to the local jurisdictions based on the volume of sales during each month.

As required by the TDA, in Orange County the LTF receipts are deposited in the Orange County LTF account (Fund 182) in the Orange County Treasury and are administered by the Orange County Auditor-Controller (OCAC).

**Approval of the Fiscal Year 2019-20 Local Transportation Fund Page 2
Claim for Laguna Beach Public Transportation Services**

In Orange County, the Orange County Transportation Authority (OCTA) is the Transportation Planning Agency (TPA) responsible for the allocation of the LTF within its jurisdiction. Upon instructions from OCTA, LTF receipts are distributed by the OCAC among the various administrative, planning, and public transportation apportionments as specified in the TDA.

The Orange County Transit District and the Laguna Beach Municipal Transit Lines (LBMTL) are the only public transit operators in Orange County eligible to receive allocations from the LTF under Article 4 of the TDA. Section 6630 of the California Code of Regulations requires the City of Laguna Beach to file a claim with OCTA in order to receive an allocation from the LTF for providing public transportation throughout the city.

Discussion

On February 25, 2019, the OCTA Board of Directors approved the LTF Fiscal Year (FY) 2019-20 apportionments. The total apportionment approved for LBMTL equaled \$1,200,732.

On March 19, 2019, the Laguna Beach City Council adopted a resolution authorizing the filing of an LTF claim with OCTA for public transportation services. The City of Laguna Beach submitted its FY 2019-20 LTF claim in the amount of \$1,200,732 that will be used by LBMTL to meet FY 2019-20 operating expenses. The OCTA, as the TPA for Orange County, is authorized to approve LTF claims and make payments from the LTF through written instructions to the OCAC.

Summary

The OCTA's approval of the City of Laguna Beach's claim against the Orange County LTF, in the amount of \$1,200,732, will enable the LBMTL to continue providing public transportation services throughout the City of Laguna Beach during FY 2019-20.

Attachment

None.

Prepared by:



Sam Kaur
Department Manager
Revenue and Grants Administration
(714) 560-5889

Approved by:



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



COMMITTEE TRANSMITTAL

May 13, 2019

To: Members of the Board of Directors

From: Laurena Weinert, Clerk of the Board

Subject: Third Quarter Fiscal Year 2018-19 Procurement Status Report

Finance and Administration Committee Meeting of April 24, 2019

Present: Directors Do, Hennessey, Hernandez, Jones, Steel, and Wagner

Absent: Director R. Murphy

Committee Vote

This item was passed by the Members present.

Committee Recommendation

Receive and file as an information item.



April 24, 2019

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Third Quarter Fiscal Year 2018-19 Procurement Status Report

Overview

The third quarter procurement status report summarizes the procurement activities for information purposes to the Orange County Transportation Authority Board of Directors. This report focuses on procurement activity from January 1 through March 31, 2019, that was approved by the Board of Directors during this period. The third quarter procurement status report also projects future procurement activity for the fourth quarter as identified in the fiscal year 2018-19 budget.

Recommendation

Receive and file as an information item.

Background

The Board of Directors (Board) approved the Orange County Transportation Authority (OCTA) Fiscal Year (FY) 2018-19 Budget, which identifies the goods and services that will be purchased during the FY. A quarterly procurement report has been prepared detailing the procurement activity for line items that were approved by the Board during the third quarter of FY 2018-19. The report also provides a “look-ahead” of upcoming procurement activity by Board committee. The quarterly procurement report identifies contractual activity, not dollars spent.

Discussion

During the third quarter of FY 2018-19, the Contracts Administration and Materials Management Department handled 515 different contractual documents. Of the total, 331 procurements, valued at \$140,787,666, were

completed; the remaining procurements will be executed during the fourth quarter of FY 2018-19.

In the third quarter, the Board acted on 20 procurements. The procurements were split between 12 new agreements valued at \$27,589,764, one amendment valued at \$527,608, one construction change order valued at \$1,463,020, one cooperative agreement valued at \$850,000, three amendments to cooperative agreements valued at \$2,662,000, one purchase order valued at \$500,000, and one option term valued at \$400,000. Not all procurements are completed within the quarter in which they begin. Often the procurements require cost and price reviews and negotiations which can lengthen the procurement process. Procurements not completed within the third quarter will be completed in the fourth quarter of FY 2018-19. Attachment A shows a list of Board-approved procurements during the third quarter.

Looking forward to the fourth quarter of FY 2018-19 (April through June 2019), the Board committees will be asked to take action on several items such as:

- Consultant selection for construction management services for the Interstate 5 (I-5) Widening project between State Route 73 and Oso Parkway;
- Sole source agreement for an On-Board Video Surveillance System;
- Consultant selection for traffic engineering and intelligent transportation services for two signal synchronization projects; and
- Cooperative agreement with the California Department of Transportation for the I-5 Widening project between Alicia Parkway and El Toro Road.

The estimated value of these upcoming procurements is \$167,729,501. Attachments B through E identify procurement activity anticipated in the fourth quarter of FY 2018-19 by the committee that will review the items.

Summary

This report provides an update of the procurement activity for the third quarter of FY 2018-19, January through March 2019, as well as a look-ahead at anticipated procurement activity for the fourth quarter of FY 2018-19. Staff recommends that this report be received and filed as an information item.

Attachments

- A. Board-Approved Contracts – Third Quarter FY 2018-2019
- B. Regional Planning and Highways Committee – Fourth Quarter Outlook
(April 1, 2019 – June 30, 2019)
- C. Transit Committee – Fourth Quarter Outlook
(April 1, 2019 – June 30, 2019)
- D. Finance and Administration Committee - Fourth Quarter Outlook
(April 1, 2019 – June 30, 2019)
- E. Legislative and Communications Committee - Fourth Quarter Outlook
(April 1, 2019 – June 30, 2019)

Prepared by:



Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623

Approved by:



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

Board-Approved Contracts - Third Quarter FY 2018-2019

AGREEMENTS

Prime Vendor	Contract #	Contract Description	Eff Date	Exp Date	Amount
Fast-Track Construction Corporation	8-1802	Building Repairs at Irvine Construction Circle Bus Base	1/30/2019	6/7/2019	\$438,000
National Data & Surveying Services, Inc. dba Southland Car Counters	8-1850	Bus Ridership Data Collection Services	2/1/2019	1/31/2022	\$765,141
Berg & Associates, Inc.	8-1760	Construction Management Services for the Anaheim Canyon Metrolink Station Improvement Project	4/15/2019	6/30/2021	\$1,638,000
Reyes Construction	7-2018	Construction of the Laguna Niguel to San Juan Capistrano Passing Siding Project	3/12/2019	11/6/2019	\$16,952,426
Crowe, LLP	8-1911	Independent Annual Financial Auditing Services	4/1/2019	3/31/2022	\$888,300
Adventec Consulting Engineers, Inc.	8-1910	Intelligent Transportations Systems and Traffic Engineering Services for the Garden Grove Boulevard Regional Traffic Signal Synchronization Project	7/1/2019	6/30/2023	\$2,645,838
Adventec Consulting Engineers, Inc.	9-0940	Intelligent Transportations Systems and Traffic Engineering Services for the Los Alisos Boulevard Regional Traffic Signal Synchronization Project	7/1/2019	6/30/2023	\$2,222,228
Parsons Transportation Group, Inc.	8-2107	Plans, Specifications and Estimates for the 91 Express Lanes Infrastructure Project	4/30/2019	12/31/2019	\$320,850
Cal Pacific Land Services, Inc.	8-1853	Real Property Management Services	4/1/2019	3/30/2024	\$600,000
Toole Design Group, LLC	8-1974	Safe Routes to School Action Plan	4/1/2019	3/31/2021	\$300,000
A2Z Construct, Inc.	8-2098	Pedestrian Access to Operations Building at the Santa Ana Bus Base	5/1/2019	10/30/2019	\$270,000
Katz & Associates, Inc.	8-2074	Public Outreach for the Rail Capital Projects	4/15/2019	4/30/2019	\$548,981
TOTAL NUMBER OF CONTRACTS					12
TOTAL DOLLAR VALUE					\$27,589,764

AMENDMENTS

Prime Vendor	Contract #	Contract Description	Eff Date	Exp Date	Amount
WKE, Inc.	3-2189	Amendment No. 7 Additional Design Services for the I-5 Widening Project Between SR 73 and Oso Parkway	1/7/2019	9/30/2023	\$527,608
TOTAL NUMBER OF AMENDMENTS					1
TOTAL DOLLAR VALUE					\$527,608

CONTRACT CHANGE ORDERS

Prime Vendor	Contract #	Contract Description	Eff Date	Exp Date	Amount
OC 405 Partners	5-3843	Contract Change Order No. 21 Additional Materials and Labor During Construction for OC405 to Incorporate polymer Fibers in All Concrete Bridge Decks on the Project in Effort to Comply with Caltrans' Revised Standards	3/19/2019	12/31/2025	\$1,463,020
TOTAL NUMBER OF AMENDMENTS					1
TOTAL DOLLAR VALUE					\$1,463,020

Board-Approved Contracts - Third Quarter FY 2018-2019

COOPERATIVE AGREEMENTS

Prime Vendor	Contract #	Contract Description	Eff Date	Exp Date	Amount
Riverside County Transportation Commission and San Bernardino County Transportation Authority	9-0955	Reimbursement of Call Answering Center Services Associated with Answering Freeway Call Box and 511 Mortorist Assistance calls for Orange County	4/1/2019	6/30/2029	\$850,000
TOTAL NUMBER OF CONTRACTS					1
TOTAL DOLLAR VALUE					\$850,000

COOPERATIVE AMENDMENTS

Prime Vendor	Contract #	Contract Description	Eff Date	Exp Date	Amount
City of Fullerton	9-0576	Amendment No. 7 Right-of-Way Costs for the State College Boulevard Railroad Grade Separation Project	5/1/2019	12/31/2019	\$2,662,000
Los Angeles County Service Authority For Freeway Emergencies	9-0434	Amendment No. 4 Extend the Term for the Use, Operation, Management and Enhancement of a Regional Southern California 511	3/1/2019	2/28/2020	\$0
Orange County Flood Control District	5-3617	Amendment No. 1 Additional Costs for Design and Construction of Improvements at Ocean View Channel and Authorize the Design and Construction of Freeway Mainline Pavement Settlement Repairs at the Edinger Channel	5/31/2019	1/1/2025	\$1,031,160
TOTAL NUMBER OF CONTRACTS					3
TOTAL DOLLAR VALUE					\$2,662,000

PURCHASE ORDERS

Prime Vendor	Contract #	Contract Description	Eff Date	Exp Date	Amount
Marsh Risk and Insurance Services, Inc.	A38806	Purchase 91 Express Lanes' Property, Flood and Earthquake Insurance on Behalf of Orange County Transportation Authority	2/20/2018	3/1/2019	\$500,000
TOTAL NUMBER OF CONTRACTS					1
TOTAL DOLLAR VALUE					\$500,000

OPTION YEARS

Prime Vendor	Contract #	Contract Description	Eff Date	Exp Date	Amount
W.G. Zimmerman Engineering, Inc.	6-1493	Exercise Two-Year Option Term On-Call Support Staffing for Regional Modeling and Traffic Operations on an As-Needed Basis	3/14/2019	4/30/2021	\$400,000
TOTAL NUMBER OF AMENDMENTS					1
TOTAL DOLLAR VALUE					\$400,000

REGIONAL PLANNING and HIGHWAYS COMMITTEE - Fourth Quarter Outlook (April 1, 2019 - June 30, 2019)

<u>Committee Date</u>	<u>Item Description</u>	<u>Estimated Value</u>	<u>Division</u>
April 1, 2019	Amendment to Cooperative Agreement with the cities of Fountain Valley and Seal Beach for the Interstate 405 Improvement Project	\$2,235,000	Capital Programs
	Consultant selection for construction management support services for the Interstate 5 Widening Project between State Route 73 and Oso Parkway	\$10,581,000	Capital Programs
	Consultant selection for traffic engineering and intelligent transportation services for regional traffic signal synchronization projects	\$8,759,000	Planning
	Amendment to Agreement with Siemens Industry, Inc. to exercise option term for the Freeway Call Box Maintenance Program	\$496,376	Operations
	Amendment to Agreement with the California Highway Patrol for service related Freeway Service Patrol	\$434,887	Operations
	Amendment to Agreement with URS to extend the term of the Agreement and to provide additional design services for the Interstate 5 Improvement Project from north of Interstate 405 to State Route 55.	\$250,000	Capital Programs

REGIONAL PLANNING and HIGHWAYS COMMITTEE - Fourth Quarter Outlook (April 1, 2019 - June 30, 2019)

<u>Committee Date</u>	<u>Item Description</u>	<u>Estimated Value</u>	<u>Division</u>
May 6, 2019	Construction Change Order with the OC405 Partners for the Interstate 405 Improvement Project	\$1,330,135	Capital Programs
	Amendment to Cooperative Agreement with the California Department of Transportation for the Interstate 5 Widening Project from State Route 73 to Oso Parkway	\$9,274,000	Capital Programs
	Cooperative Agreement with the California Department of Transportation for preparations of plans, specifications, and estimates for the State Route 91 Improvement Project between Acacia Avenue and Lakeview Avenue	\$0	Capital Programs
	Amendment to Agreement with TRC Solutions for additional design services for the Interstate 5 Improvement Project from south of Alicia Parkway to El Toro Road	\$650,000	Capital Programs
June 3, 2019	Cooperative Agreement with the California Department of Transportation for the Interstate 5 Widening Project between Alicia Parkway and El Toro Road	\$110,000,000	Capital Programs

TRANSIT COMMITTEE - Fourth Quarter Outlook (April 1, 2019 - June 30, 2019)

<u>Committee Date</u>	<u>Item Description</u>	<u>Estimated Value</u>	<u>Division</u>
April 11, 2019	Consultant selection for installation of a video surveillance system at the Anaheim, Irvine Construction Circle, Irvine Sand Canyon bus bases and the Orange Administration building	\$701,750	Capital Programs
	Cooperative Agreement with the Southern California Regional Rail Authority for the Orange County Maintenance Facility	\$0	Capital Programs
	Sole Source Agreement with Aviat Networks for the purchase of microwave equipment	\$68,898	Finance and Administration
	Construction Change Order with Walsh Construction Company for demolition work at the Maintenance and Storage Facility		Capital Programs
<hr/>			
May 9, 2019	Sole Source Agreement to Cummins for the purchase of 19 L9N 320 HP engines	\$1,492,648	Operations
	Amendments to Cooperative Agreements with three Non-Profit Agencies to provide Senior Mobility Program services	\$297,094	Operations
	Sole Source Agreement with March Networks for an On-Board Video Surveillance System	\$1,818,101	Finance and Administration

TRANSIT COMMITTEE - Fourth Quarter Outlook (April 1, 2019 - June 30, 2019)

<u>Committee Date</u>	<u>Item Description</u>	<u>Estimated Value</u>	<u>Division</u>
May 9, 2019	Sole Source Agreement with Conduent to provide an upgrade to the Orb CAD system and to integrate it with the OC Streetcar Project	\$3,700,000	Finance and Administration
	Contract award for revitalization of the Fullerton Transportation Center	\$759,245	Capital Programs
	Contract award for restroom repairs at the Irvine Construction Circle Bus Base	\$240,000	Capital Programs
	Contract award for lower roof replacement at the Garden Grove Annex Building	\$150,000	Capital Programs
	Contract award for the replacement of the heating and ventilation units at the Anaheim Bus Base Maintenance Building	\$600,000	Capital Programs
June 13, 2019	Cooperative Agreement with the Orange County Sheriff's for transit police service	\$8,800,000	Chief Executive Office
	Contract award for a steam clean hoist replacement at the Santa Ana Bus Base	\$300,000	Operations

FINANCE AND ADMINISTRATION COMMITTEE - Fourth Quarter Outlook (April 1, 2019 - June 30, 2019)

<u>Committee Date</u>	<u>Item Description</u>	<u>Estimated Value</u>	<u>Division</u>
April 10, 2019	No procurement actions on this agenda		
April 24, 2019	Contract Award to provide magnetic bus passes	\$414,906	Finance and Administration
May 22, 2019	Sole Source Agreement to Conduent for an upgrade to the ArcGIS system	\$137,056	Finance and Administration
	Contract award to Nth Generation to provide Hewlett Packard servers	\$404,305	Finance and Administration
	Consultant selection for Disadvantaged Business Enterprise consulting services	\$950,000	Finance and Administration
June 12, 2019	No procurement actions on this agenda		
June 26, 2019	No procurement actions on this agenda		


LEGISLATIVE AND COMMUNICATIONS COMMITTEE - Fourth Quarter Outlook (April 1, 2019 - June 30, 2019)

<u>Committee Date</u>	<u>Item Description</u>	<u>Estimated Value</u>	<u>Division</u>
April 18, 2019	Exercise of the second option term to Alta Resources to provide call center services	\$2,113,600	External Affairs
May 16, 2019	Consultant selection to provide public outreach for the Interstate 5 Improvement Project from State Route 73 to El Toro Road	\$771,500	External Affairs
June 20, 2019	No procurement actions on this agenda		



COMMITTEE TRANSMITTAL

May 13, 2019

To: Members of the Board of Directors
From:  Laurena Weinert, Clerk of the Board
Subject: Agreement for Restroom Repair at the Irvine Construction Circle Bus Base

Transit Committee Meeting of May 9, 2019

Present: Directors Davies, Do, Jones, Moreno, and Shaw
Absent: Directors Pulido and Winterbottom

Committee Vote

This item was passed by the Members present.

Committee Recommendations

- A. Find Westside Builders Corporation, the apparent low bidder, as non-responsive for failure to meet the federal requirement for Disadvantaged Business Enterprise participation.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-8-2066 between the Orange County Transportation Authority and Reed Family Enterprises, Inc., the lowest responsive, responsible bidder, in the amount of \$210,000, for restroom repairs at the Irvine Construction Circle Bus Base.



May 9, 2019

To: Transit Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Agreement for Restroom Repair at the Irvine Construction Circle Bus Base

Overview

As part of the Orange County Transportation Authority's Fiscal Year 2018-19 Budget, the Board of Directors approved restroom repairs at the Irvine Construction Circle Bus Base. Bids were received in accordance with the Orange County Transportation Authority's public works procurement procedures. Board of Directors' approval is requested to execute the agreement.

Recommendations

- A. Find Westside Builders Corporation, the apparent low bidder, as non-responsive for failure to meet the federal requirement for Disadvantaged Business Enterprise participation.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-8-2066 between the Orange County Transportation Authority and Reed Family Enterprises, Inc., the lowest responsive, responsible bidder, in the amount of \$210,000, for restroom repairs at the Irvine Construction Circle Bus Base.

Discussion

The Orange County Transportation Authority (OCTA) purchased the Irvine Construction Circle Bus Base from Laidlaw Transportation in 2006. The building facilities were originally constructed for Laidlaw Transportation in 2000, and elements of the plumbing wall installed during the original construction, which separates the women's and men's restrooms, are deteriorated and require replacement. The project includes replacement of the plumbing wall, leaking pipes, toilets, and all related work necessary to bring the restrooms into a state of good repair. The repairs will provide the operations building full functionality for the ACCESS bus fleet staff. While these restrooms are temporarily closed during

construction, Americans with Disabilities Act-compliant portable restrooms will be furnished for staff use.

Procurement Approach

This procurement was handled in accordance with OCTA’s Board of Directors-approved procedures for public works projects. These procedures, which conform to both state and federal requirements, require that contracts are awarded to the lowest responsive, responsible bidder after a sealed bidding process.

Invitation for Bids (IFB) 8-2066 was released on February 4, 2019, through OCTA’s CAMM NET system. The project was advertised on February 4 and February 11, 2019, in a newspaper of general circulation. A pre-bid conference and job walk were held on February 12, 2019, and were attended by eight firms. Four addenda were issued to provide the pre-bid conference registration sheets and handle administrative issues related to the IFB. On March 14, 2019, six bids were received and publicly opened.

All bids were reviewed by staff from OCTA’s Contracts Administration and Materials Management and Facilities Engineering departments to ensure compliance with the contract terms and conditions, and technical specifications. The list of bidders and bid amounts is presented below:

<u>Firm and Location</u>	<u>Bid Amount</u>
Westside Builders Corporation Porter Ranch, California 91326	\$178,500
Reed Family Enterprises, Inc. Irvine, California 92618	\$210,000
Encore Development Company Carson, California 90266	\$229,565
C-I Construction Corporation Los Angeles, California 90004	\$242,000
Optima RPM, Inc. Irvine, California 92614	\$269,000
Fast-Track Construction Corporation Culver City, California 90230	\$413,000

The engineer’s estimate for the project was \$240,000. The recommended firm’s bid is 14 percent below the engineer’s estimate and is considered by staff to be fair and reasonable. The apparent low bidder was deemed non-responsive for

failure to meet the federal requirement for Disadvantaged Business Enterprise participation.

State law requires award to the lowest responsive, responsible bidder. As such, staff recommends award to Reed Family Enterprises, Inc., the lowest, responsive, responsible bidder, in the amount of \$210,000, for restroom repairs at the Irvine Construction Circle Bus Base.

Fiscal Impact

The project was approved in OCTA's Fiscal Year 2018-19 Budget, Capital Programs Division, Account 1722-9022-D1401-0ME, and is funded by Federal Transit Administration Section 5307 Preventative Maintenance Grant Funds, Revenue account code 0030-6049-D1401-LJK.

Summary

Based on the information provided, staff recommends the Board of Directors authorize the Chief Executive Officer to negotiate and execute Agreement No. C-8-2066 between the Orange County Transportation Authority and Reed Family Enterprises, Inc., the lowest responsive, responsible bidder, in the amount of \$210,000, for restroom repairs at the Irvine Construction Circle Bus Base.

Attachment

None.

Prepared by:



George Olivo, P.E.
Program Manager
(714) 560-5872

Approved by:



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




Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623



COMMITTEE TRANSMITTAL

May 13, 2019

To: Members of the Board of Directors
From:  Laurena Weinert, Clerk of the Board
Subject: Agreement for Lower Roof Replacement at the Garden Grove Annex Building

Transit Committee Meeting of May 9, 2019

Present: Directors Davies, Do, Jones, Moreno, and Shaw
Absent: Directors Pulido and Winterbottom

Committee Vote

This item was passed by the Members present.

Committee Recommendation

Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-0971 between the Orange County Transportation Authority and Commercial Roofing Systems, Inc., the lowest responsive, responsible bidder, in the amount of \$67,340, for lower roof replacement at the Garden Grove annex building.



May 9, 2019

To: Transit Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Agreement for Lower Roof Replacement at the Garden Grove Annex Building

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

Overview

As part of the Orange County Transportation Authority's Fiscal Year 2018-19 Budget, the Board of Directors approved lower roof replacement at the Garden Grove annex building. Bids were received in accordance with the Orange County Transportation Authority's public works procurement procedures. Board of Directors' approval is requested to execute the agreement.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-0971 between the Orange County Transportation Authority and Commercial Roofing Systems, Inc., the lowest responsive, responsible bidder, in the amount of \$67,340, for lower roof replacement at the Garden Grove annex building.

Discussion

The Orange County Transportation Authority (OCTA) completed construction of the Garden Grove annex building in 1987. The lower roof area of the annex building is deteriorated and in need of replacement. The project consists of a roof overlay and all related work to bring the Garden Grove annex building lower roof into a state of good repair.

Procurement Approach

This procurement was handled in accordance with OCTA's Board of Directors (Board)-approved procedures for public works projects. These procedures, which conform to both state and federal requirements, require that contracts are awarded to the lowest responsive, responsible bidder after a sealed bidding process.

On February 28, 2019, the Board authorized the release of Invitation for Bids (IFB) 9-0971, which was issued electronically on CAMM NET. The project was advertised on February 28, 2019 and March 7, 2019, in a newspaper of general circulation. A pre-bid conference and job walk were held on March 11, 2019, and were attended by nine firms. Two addenda were issued to provide the pre-bid conference registration sheets, provide responses to questions, and handle administrative issues related to the IFB. On March 28, 2019, five bids were received and publicly opened.

All bids were reviewed by staff from OCTA's Contracts Administration and Materials Management and Facilities Engineering departments to ensure compliance with the contract terms and conditions, and technical specifications. The list of bidders and bid amounts is presented below:

<u>Firm and Location</u>	<u>Bid Amount</u>
Commercial Roofing Systems, Inc. Arcadia, California	\$67,340
Golden State Roofing Carson, California	\$72,000
Best Contracting Services Gardena, California	\$89,220
WSP Roofing Roseville, California	\$120,000
Fisher Contractor, Inc. La Habra, California	\$124,067

The engineer's estimate for this project was \$150,000. The recommended firm's bid is 55.1 percent below the engineer's estimate and is considered by staff to be fair and reasonable.

State law requires award to the lowest responsive, responsible bidder. As such, staff recommends award to Commercial Roofing Systems, Inc., as the lowest responsive, responsible bidder, in the amount of \$67,340, for lower roof replacement at the Garden Grove annex building.

Fiscal Impact

The project was approved in OCTA's Fiscal Year 2018-19 Budget, Capital Programs Division, Account 1722-9022-D3122-OMF-1FP, and is funded through Federal Transit Administration 5337 State of Good Repair Grant Funds, Revenue account code 0030-6049-D3122-MKK.

Summary

Based on the information provided, staff recommends the Board of Directors authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-0971 between the Orange County Transportation Authority and Commercial Roofing Systems, Inc., the lowest responsive, responsible bidder, in the amount of \$67,340, for lower roof replacement at the Garden Grove annex building.

Attachment

None.

Prepared by:



George Olivo, P.E.
Program Manager
(714) 560-5872

Approved by:



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




Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623



COMMITTEE TRANSMITTAL

May 13, 2019

To: Members of the Board of Directors
From:  Laurena Weinert, Clerk of the Board
Subject: Agreement for Heating and Ventilation Unit Replacement at the Anaheim Bus Base Maintenance Building

Transit Committee Meeting of May 9, 2019

Present: Directors Davies, Do, Jones, Moreno, and Shaw
Absent: Directors Pulido and Winterbottom

Committee Vote

This item was passed by the Members present.

Committee Recommendation

Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-1038 between the Orange County Transportation Authority and Golden Gate Steel, Inc., dba Golden Gate Construction, the lowest responsive, responsible bidder, in the amount of \$394,031, for heating and ventilation unit replacement at the Anaheim Bus Base maintenance building.



May 9, 2019

To: Transit Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Agreement for Heating and Ventilation Unit Replacement at the Anaheim Bus Base Maintenance Building

Overview

As part of the Orange County Transportation Authority's Fiscal Year 2018-19 Budget, the Board of Directors approved heating and ventilation unit replacement at the Anaheim Bus Base maintenance building. Bids were received in accordance with the Orange County Transportation Authority's public works procurement procedures. Board of Directors' approval is requested to execute the agreement.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-1038 between the Orange County Transportation Authority and Golden Gate Steel, Inc., dba Golden Gate Construction, the lowest responsive, responsible bidder, in the amount of \$394,031, for heating and ventilation unit replacement at the Anaheim Bus Base maintenance building.

Discussion

The Orange County Transportation Authority (OCTA) completed construction of the Anaheim Bus Base in 1976. In 2000, OCTA incorporated liquefied natural gas buses into its operating fleet at the Anaheim Bus Base. Facility modifications were performed in 2000 for compatibility with the use of natural gas-powered buses, including installation of rooftop heating and ventilation (HV) units at the Anaheim Bus Base maintenance building shop. The existing HV units serving the maintenance shop have exceeded their useful life and require replacement. The project scope includes replacement of the six HV units, installation of new seismic equipment curbs and related modification of structural supports, electrical disconnect switches, natural gas valves and piping at each unit, roof repair, and all related work. The HV unit replacement is needed to

achieve a state of good repair, maintain code compliance, increase energy efficiency, and provide an improved work environment for bus maintenance staff.

Procurement Approach

This procurement was handled in accordance with OCTA's Board of Directors-approved procedures for public works projects. These procedures, which conform to both state and federal requirements, require that contracts are awarded to the lowest responsive, responsible bidder after a sealed bidding process.

Invitation for Bids (IFB) 9-1038 was released on February 28, 2019, through OCTA's CAMM NET system. The project was advertised on February 28, 2019 and March 7, 2019, in a newspaper of general circulation. A pre-bid conference and job walk were held on March 12, 2019, and were attended by eight firms. Three addenda were issued to provide the pre-bid conference registration sheets and handle administrative issues related to the IFB. On April 3, 2019, seven bids were received and publicly opened.

All bids were reviewed by staff from OCTA's Contracts Administration and Materials Management and Facilities Engineering departments to ensure compliance with the contract terms and conditions, and technical specifications. The list of bidders and bid amounts is presented below:

<u>Firm and Location</u>	<u>Bid Amount</u>
Golden Gate Steel, Inc., dba Golden Gate Construction Norwalk, California	\$394,031
RICCO Refrigeration & Air Co. Oceanside, California	\$450,000
Reagent World, Inc. Ontario, California	\$479,250
Prime ENC, Inc. Cypress, California	\$527,000
R T Contractor Corp Garden Grove, California	\$589,000
NKS Mechanical Contracting, Inc. Anaheim, California	\$647,000
Los Angeles Air Conditioning, Inc. La Verne, California	\$788,121

The engineer's estimate for this project was \$600,000. The recommended firm's bid is 34.33 percent below the engineer's estimate and is considered by staff to be fair and reasonable.

State law requires award to the lowest responsive, responsible bidder. As such, staff recommends award to Golden Gate Steel, Inc., dba Golden Gate Construction, the lowest responsive, responsible bidder, in the amount of \$394,031, for replacement of HV units at the Anaheim Bus Base maintenance building.

Fiscal Impact

The project was approved in OCTA's Fiscal Year 2018-19 Budget, Capital Programs Division, Account 1722-9022-D3103-0AL, and is funded through Federal Transit Administration 5307 Preventative Maintenance Grant Funds, Revenue account code 0030-6049-D3103-MIK.

Summary

Based on the information provided, staff recommends the Board of Directors authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-1038 between the Orange County Transportation Authority and Golden Gate Steel Inc., dba Golden Gate Construction, the lowest responsive, responsible bidder, in the amount of \$394,031, for heating and ventilation unit replacement at the Anaheim Bus Base maintenance building.

Attachment

None

Prepared by:



George Olivo, P.E.
Program Manager
(714) 560-5872

Approved by:



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




Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623



COMMITTEE TRANSMITTAL

May 13, 2019

To: Members of the Board of Directors
From:  Laurena Weinert, Clerk of the Board
Subject: Agreement for the Fullerton Transportation Center Revitalization

Transit Committee Meeting of May 9, 2019

Present: Directors Davies, Do, Jones, Moreno, and Shaw
Absent: Directors Pulido and Winterbottom

Committee Vote

This item was passed by the Members present.

Committee Recommendation

Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-0961 between the Orange County Transportation Authority and Thomco Construction, Inc., the lowest responsive, responsible bidder, in the amount of \$759,245, for the Fullerton Transportation Center revitalization.



May 9, 2019

To: Transit Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Agreement for the Fullerton Transportation Center Revitalization

Overview

As part of the Orange County Transportation Authority's Fiscal Year 2018-19 Budget, the Board of Directors approved the Fullerton Transportation Center revitalization. Bids were received in accordance with the Orange County Transportation Authority's public works procurement procedures. Board of Directors' approval is requested to execute the agreement.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-0961 between the Orange County Transportation Authority and Thomco Construction, Inc., the lowest responsive, responsible bidder, in the amount of \$759,245, for the Fullerton Transportation Center revitalization.

Discussion

The Orange County Transportation Authority (OCTA) completed construction of the Fullerton Transportation Center (FTC) facility in 1983. The condition of the FTC is deteriorated and requires revitalization to bring the facility into a state of good repair. The project scope includes restoration of the two large bus dock platform canopies, replacement of bus dock platform concrete flat work, Americans with Disabilities Act compliance measures, including reconstructing crosswalks, platform access ramps, and installation of tactile warning tile, new light-emitting diode canopy and site lighting, new seating benches, and all related work to improve bus transit user experience at the FTC facility. The project includes coordination with OCTA bus operations, marketing, facilities maintenance, and the City of Fullerton to complete the revitalization work effort.

Procurement Approach

This procurement was handled in accordance with OCTA’s Board of Directors-approved procedures for public works projects. These procedures, which conform to both state and federal requirements, require that contracts are awarded to the lowest responsive, responsible bidder after a sealed bidding process.

Invitation for Bids (IFB) 9-0961 was released on January 23, 2019, through OCTA’s CAMM NET system. The project was advertised on January 23 and January 29, 2019, in a newspaper of general circulation. A pre-bid conference and job walk were held on January 29, 2019, and were attended by ten firms. Two addenda were issued to provide the pre-bid conference registration sheets and handle administrative issues related to the IFB. On February 19, 2019, three bids were received and publicly opened.

All bids were reviewed by staff from OCTA’s Contracts Administration and Materials Management and Facilities Engineering departments to ensure compliance with the contract terms and conditions, and technical specifications. The list of bidders and bid amounts is presented below:

<u>Firm and Location</u>	<u>Bid Amount</u>
Thomco Construction, Inc. Anaheim, California 92801	\$759,245
Jazzar Construction Group Irvine, California 92618	\$775,000
New Dynasty Construction Tustin, California 92780	\$884,201

The engineer’s estimate for this project was \$700,000. The recommended firm’s bid is 8.4 percent above the engineer’s estimate. Staff conducted a cost analysis of the bid components with design consultant, Stantec Architecture, Inc.. This analysis revealed that the total bid amount is competitive after consideration of overall market conditions, subcontractor availability, and labor costs. The price analysis further showed that costs for the electrical, earthwork, and paving components were also underestimated for the job.

Thomco Construction, Inc., met the requirements of the IFB, as well as all federal and state requirements. After completing a cost analysis of the bid components, staff considers the bid to be competitive. State law requires award to the lowest responsive, responsible bidder. As such, staff recommends award to

Thomco Construction, Inc., the lowest, responsive, responsible bidder, in the amount of \$759,245, for the Fullerton Transportation Center revitalization.

Fiscal Impact

The project was approved in OCTA's Fiscal Year 2018-19 Budget, Capital Programs Division, Account 1722-9022-D3120-0M1, and is funded through Federal Transit Administration 5337 State of Good Repair Grant Funds, Revenue Account 0030-6049-D3120-MKK.

Summary

Based on the information provided, staff recommends the Board of Directors authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-0961 between the Orange County Transportation Authority and Thomco Construction, Inc., the lowest responsive, responsible bidder, in the amount of \$759,245, for the Fullerton Transportation Center revitalization.

Attachment

None.

Prepared by:



George Olivo, P.E.
Program Manager
(714) 560-5872

Approved by:



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




Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623



COMMITTEE TRANSMITTAL

May 13, 2019

To: Members of the Board of Directors
From:  Laurena Weinert, Clerk of the Board
Subject: Sole Source Agreement for Motorola 800 Megahertz Non-Encrypted Handheld Radio Equipment

Transit Committee Meeting of May 9, 2019

Present: Directors Davies, Do, Jones, Moreno, and Shaw
Absent: Directors Pulido and Winterbottom

Committee Vote

This item was passed by the Members present.

Committee Recommendation

Authorize the Chief Executive Officer to negotiate and execute sole source Purchase Order No. C-9-1300 between the Orange County Transportation Authority and Motorola Solutions, Inc., in the amount of \$115,439, to purchase 27 APX 6000 700/800 Model III non-encrypted handheld radios and necessary accessories.



May 9, 2019

To: Transit Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Sole Source Agreement for Motorola 800 Megahertz
Non-Encrypted Handheld Radio Equipment

Overview

The Orange County Transportation Authority participates in the Countywide Coordinated Communications System. Participation in this system requires Orange County Transportation Authority to maintain compatible portable radios and base stations. Radios are used by Operations, Maintenance, Administrative, and Transit Police Services Administrative personnel. Authorization is requested to award a sole source purchase order for 27 portable handheld radios to replace aged, and soon to be obsolete, units.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute sole source Purchase Order No. C-9-1300 between the Orange County Transportation Authority and Motorola Solutions, Inc., in the amount of \$115,439, to purchase 27 APX 6000 700/800 Model III non-encrypted handheld radios and necessary accessories.

Discussion

The Orange County Transportation Authority (OCTA) maintains an active emergency coordination program. One important component of this program is the OCTA Central Communications unit and its associated radio systems and equipment. Transit Police Services, OCTA field personnel, Maintenance, Operations, and Administrative personnel utilize portable handheld radios to communicate important information and coordinate response to incidents on a daily basis.

As with many public agencies in Orange County, OCTA participates in the 800 megahertz Countywide Coordinated Communications System and is a contract participant in an agreement between the County of Orange and Motorola Solutions, Inc. (Motorola). OCTA currently utilizes 146 radios, 27 of which are approaching end of useful life and are in need of replacement.

Procurement Approach

This procurement was handled in accordance with OCTA Board of Directors'-approved policies and procedures for a sole source procurement.

Motorola is the only authorized vendor to sell the required handheld radio equipment out of the 2015 Orange County Equipment Price Book. Therefore, it meets the sole source procurement guidelines, as the product is available from only one source. Based on the firm's technical ability and financial status, Motorola is deemed responsible.

The pricing provided to OCTA was quoted from the County of Orange Agreement #MA-060-1501-1560 (2015 Orange County Equipment Price Book), which was negotiated directly between Motorola and the County of Orange on behalf of all the participating agencies on the radio system. Sole source purchases of similar handheld radios were made in 2012, 2014, 2015, and 2018.

Motorola's proposal was reviewed by staff from the Contracts Administration and Materials Management and Bus Operations departments to ensure compliance with the contract terms and conditions, as well as the technical requirements.

In accordance with the OCTA sole source procurement procedures, a sole source agreement over \$50,000 requires OCTA Internal Audit Department (Internal Audit) to conduct an independent pre-award agreed-upon procedures review of Motorola's proposed pricing. The results from Internal Audit indicate that the rates in Motorola's proposal are consistent with the rates in the 2015 Orange County Equipment Price Book.

Fiscal Impact

This project was included in the approved OCTA Fiscal Year 2018-19 Budget, Operations Division, Account 2107-D1111-0FZ-7612, and is funded through the Transportation Fund.

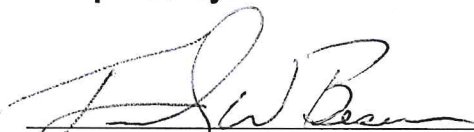
Summary

OCTA utilizes handheld radios for daily communications and incident response. Currently, 27 of the of the 146 handheld radios are near end of life. Staff recommends the Board of Directors authorize the Chief Executive Officer to negotiate and execute sole source Purchase Order No. C-9-1300 with Motorola Solutions Inc., in the amount of \$115,439, to purchase 27 APX 6000 700/800 Model III non-encrypted handheld radios with accessories included.

Attachment

None.

Prepared by:

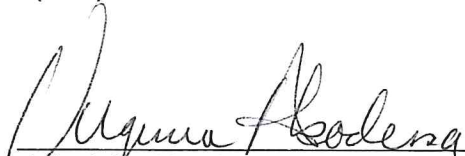


Timothy W. Beseau
Manager, Operations Support
(714) 265-4359

Approved by:



Beth McCormick
General Manager, Operations
(714) 560-5964



Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623




Jennifer L. Bergener
Chief Operating Officer, Operations
(714) 560-5462



COMMITTEE TRANSMITTAL

May 13, 2019

To: Members of the Board of Directors
From:  Laurena Weinert, Clerk of the Board
Subject: June 2019 Bus Service Change

Transit Committee Meeting of May 9, 2019

Present: Directors Davies, Do, Jones, Moreno, and Shaw
Absent: Directors Pulido and Winterbottom

Committee Vote

This item was passed by the Members present.

Committee Recommendation

Receive and file as an information item.



May 9, 2019

To: Transit Committee
From: Darrell E. Johnson, Chief Executive Officer
Subject: June 2019 Bus Service Change

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

Overview

The June 2019 Bus Service Change consists primarily of minor schedule changes to bus routes which address summer demand, road construction, coach operator input, and customer requests for improved connections. These changes are considered minor and do not require a public hearing.

Recommendation

Receive and file as an information item.

Background

The Orange County Transportation Authority (OCTA) implements schedule and route revisions to selected bus routes three times a year, in February, June, and October. The next bus service change is scheduled for implementation on June 9, 2019. Major changes to bus service may be implemented in fiscal year 2019-20 with the October 2019 and February 2020 service changes as part of the comprehensive OC Bus 360° Program.

Discussion

The June 2019 bus service change includes adjustments to 20 OCTA bus routes designed to address seasonal demand, as well as improve connections and on-time performance. A summary of the changes planned for the routes included in the June 2019 bus service change is provided in Attachment A, and a map of impacted routes is shown in Attachment B.

2019 Orange County Fair Express Service

Included in the June 2019 Bus Service Change is the special event service supporting the 2019 Orange County Fair (OC Fair). The OC Fair Express service consists of nine shuttle routes operating from various areas throughout Orange County. This very popular service has been operating for several years and is planned to be partially funded with a grant from the Mobile Source Air Pollution Reductions Review Committee.

Because of vehicle and manpower availability, the service will operate on weekends only for the duration of the OC Fair, similar to last year. Attendance is the highest on weekends, and this service reduces traffic congestion at the fairgrounds. This service carried nearly 80,000 passengers in 2018. The routes will operate with a frequency of between 15 minutes - 40 minutes, depending on the route. A map of the OC Fair Express network for the 2019 OC Fair season is provided in Attachment C.

Service Change Highlights

- Implement schedule adjustments on ten routes to improve on-time performance and improve connections between routes,
- Continue detours on three routes due to Interstate 405 construction,
- Implement detours on three routes during construction at the Fullerton Transportation Center, and
- Implement summer schedule on three routes due to heavier traffic on coastal routes.

The proposed service changes are projected to reduce service by 582.1 annual revenue hours, which may be used during future service changes to improve service levels or on-time performance.

Title VI and Environmental Justice Analyses

Title VI and environmental justice analyses are not required for the June 2019 bus service change because the changes are considered minor per OCTA policy.

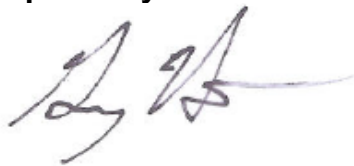
Summary

The June 2019 bus service change consists of minor changes and adjustments to bus schedules, which address summer demand, road construction, coach operator input, and customer requests for improved connections. Notification of the changes to customers is expected three weeks prior to implementation of the service change.

Attachments

- A. June 2019 Bus Service Change Summary
- B. June 2019 Bus Service Change System Map, Schedule and Route Adjustments
- C. 2019 OC Fair Express System Map

Prepared by:



Gary Hewitt
Section Manager, Transit Planning
(714) 560-5715

Approved by:



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

June 2019 Bus Service Change Summary

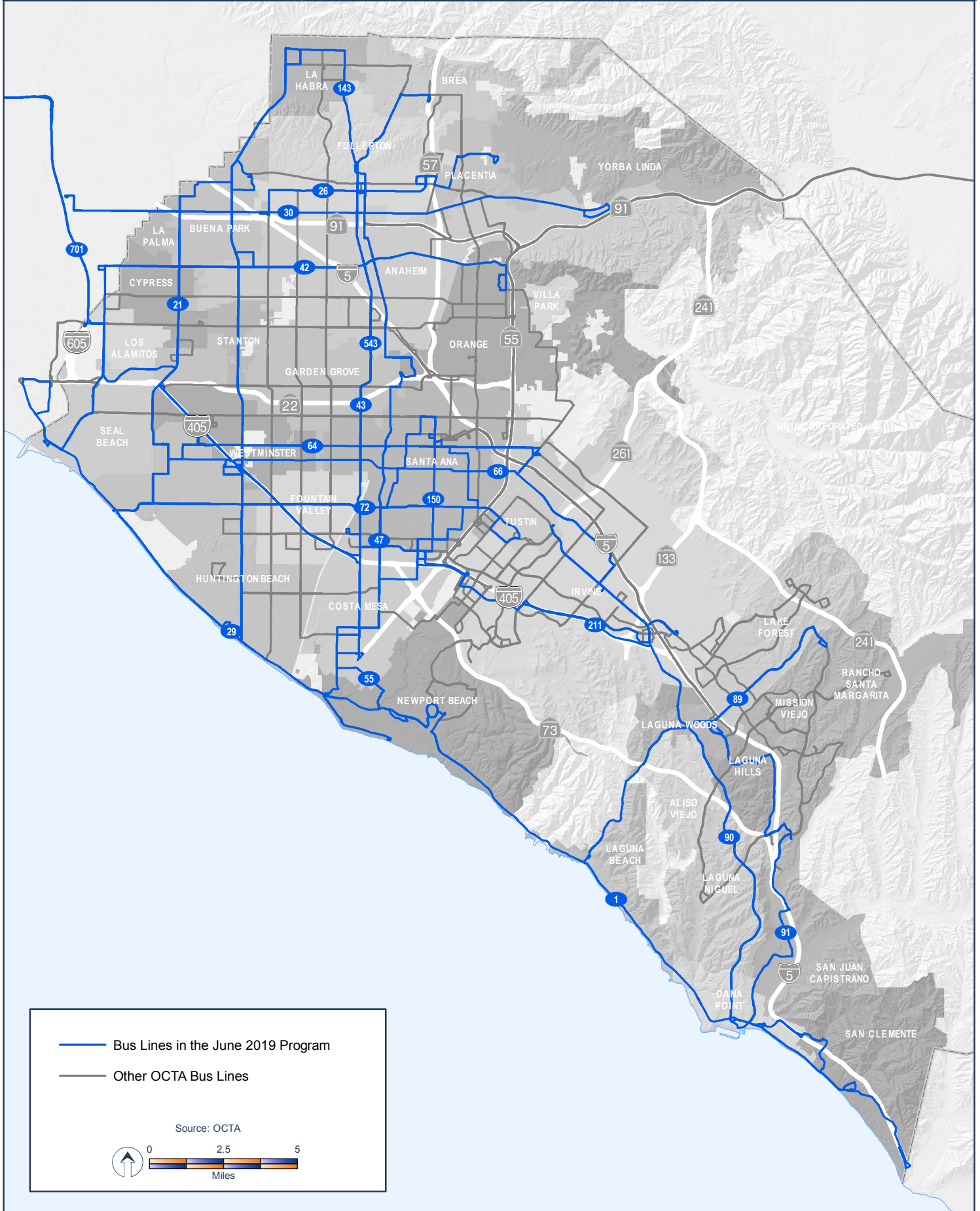
Route	Changes	Change in Annual RVH			Total	Peak Buses
		WKD	SAT	SUN		
1	Implement a summer schedule	419.5	119.4	132.7	671.6	+1
21	Adjust trips to connect with Metrolink	(21.3)	-	-	(21.3)	
26	Implement detour during construction at Fullerton Transportation Center	-	-	-	-	
29	Schedule adjustment on weekdays	(8.5)	-	-	(8.5)	
30	Schedule adjustment on weekdays	42.5	-	-	42.5	
42	Schedule adjustment on weekdays	(361.3)	-	-	(361.3)	
43	Schedule adjustment on weekdays; implement detour during construction at Fullerton Transportation Center	(1,028.5)	-	-	(1,028.5)	
47	Implement a summer schedule	-	59.8	49.3	109.1	
55	Schedule adjustment on weekdays	21.3	-	-	21.3	
64	Schedule adjustment on weekdays	-	-	-	-	
66	Continue detour during construction of the I-405	-	-	-	-	
72	Schedule adjustment on weekdays	(38.3)	-	-	(38.3)	
89	Schedule adjustment on weekdays; implement summer schedule	-	39.0	43.3	82.3	
90	Schedule adjustment on weekdays	-	-	-	-	
91	Schedule adjustment on weekdays	-	-	-	-	
143	Implement detour during construction at the Fullerton Transportation Center	-	-	-	-	
150	Relocate layover zone	102.0	-	-	102.0	
211	Continue detour during construction of the I-405	-	-	-	-	
543	Schedule adjustment on weekdays; implement detour during construction at Fullerton Transportation Center	(153.0)	-	-	(153.0)	
701	Continue detour during construction of the I-405	-	-	-	-	
Total		(1,025.6)	218.2	225.3	(582.1)	+1

Routes 1 and 89: annual RVH is from 06/09/2018 to 10/12/2018

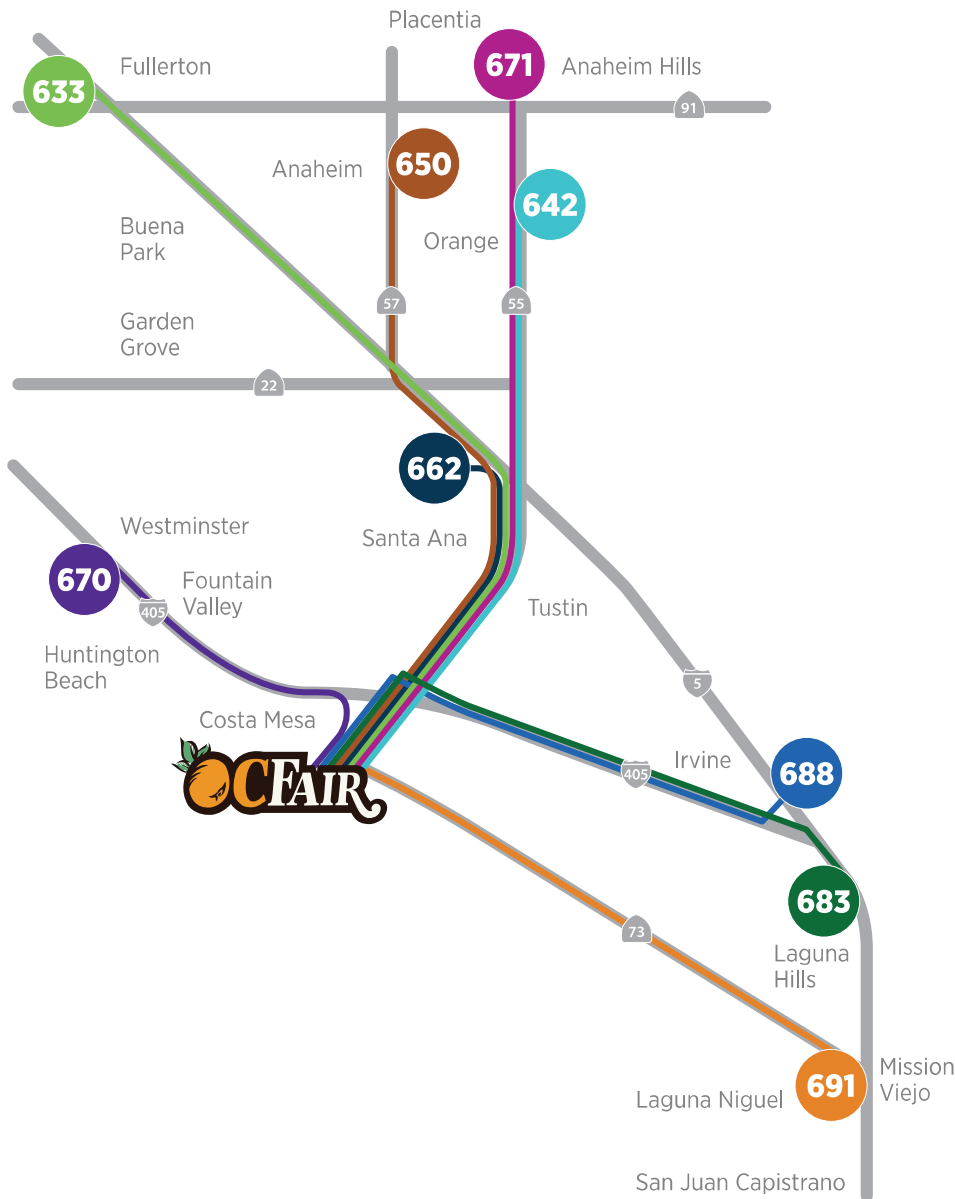
I-405 - Interstate 405
RVH - Revenue vehicle hours
WKD - Weekend
SAT - Saturday
SUN - Sunday

June 2019 Bus Service Change System Map Schedule and Route Adjustments

ATTACHMENT B



2019 OC Fair Express System Map



Route 633
Fullerton Park-and-Ride
 3000 W. Orangethorpe Ave.
 Fullerton, CA 92833

Route 642
The Village At Orange
 1500 E. Village Way
 Orange, CA 92865

Route 650
Anaheim Regional Transportation Intermodal Center (ARTIC)
 2626 East Katella Avenue
 Anaheim, CA 92806

Route 662
Santa Ana Regional Transportation Center (SARTC)
 1000 E. Santa Ana Blvd.
 Santa Ana, CA 92701

Route 670
Goldenwest Transportation Center
 7301 Center Ave.
 Huntington Beach, CA 92803

Route 671
Anaheim Canyon Metrolink Station
 1039 N. Pacificcenter Dr.
 Anaheim, CA 92806

Route 683
Laguna Hills Transportation Center
 24282 Calle de los Caballeros
 Laguna Hills, CA 92653

Route 688
Irvine Metrolink Station
 15215 Barranca Parkway
 Irvine, CA 92618

Route 691
Laguna Niguel/Mission Viejo Metrolink Station
 28200 Forbes Rd.
 Laguna Niguel, CA 92677



May 13, 2019

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer

Subject: Approval to Release Request for Proposals for Preliminary Engineering and Environmental Services for the Orange County Maintenance Facility

Overview

Staff has developed a request for proposals to initiate a competitive procurement process to retain consultant services to provide preliminary engineering and environmental services for the Orange County Maintenance Facility.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 9-1143, consultant services for preliminary engineering and environmental services for the Orange County Maintenance Facility.
- B. Approve the release of Request for Proposals 9-1143 for consultant services for preliminary engineering and environmental services for the Orange County Maintenance Facility.

Discussion

On June 30, 2015, the Orange County Transportation Authority (OCTA) purchased 21.3 acres from the City of Irvine (City) for the purpose of establishing a Metrolink rail maintenance facility in Orange County. The Orange County Maintenance Facility (OCMF) will be located on a 21.3-acre parcel owned by OCTA, adjacent to Marine Way, and located along the Metrolink Orange Subdivision between mileposts 183.5 and 184 in the City. The property is located directly northeast of the existing railroad tracks and adjacent to Orange County's Great Park.

The Southern California Regional Rail Authority (SCRRA) is a five-county joint powers authority, created to build, maintain, administer, and operate the Metrolink commuter train system. SCRRA completed a project study report in January 2019, which defined the purpose and need for the OCMF. Existing Metrolink maintenance

facilities are at full capacity, and there is a need to perform maintenance on locomotives and rail cars to comply with safety and operations standards. Since a significant portion of the fleet will be operating in Orange County, a maintenance facility located along the Metrolink route would be the optimal location as it would reduce operating costs by limiting non-revenue moves to the existing Metrolink storage and maintenance facilities in the cities of Los Angeles, San Bernardino, and San Diego County near Camp Pendleton. The proposed OCMF will provide space and equipment to inspect, clean, and maintain cars and locomotives on a regular and efficient basis. Much of the inspection and maintenance activity is federally mandated and must be performed at specific intervals.

The OCMF will include train storage tracks, locomotive and car service platforms, pits for inspection and maintenance, and a service building with overhead cranes. Service platforms will include facilities for inspection, fueling and sanding, toilet service, interior car cleaning, and a train washer. Additional facility components will include offices and facilities for crews, facility staff and management, parts storage, water treatment, parking access roads, and security. Connection tracks between the various service areas, storage locations, and the main tracks will be provided to assure optimal operational flexibility.

Pursuant to Cooperative Agreement No. C-9-1127, OCTA will be the lead on the preliminary engineering and environmental phase of the project and will coordinate this work with Metrolink and the City, in accordance with the Purchase and Sale Agreement with the City. The effort for this phase of the project is estimated to be \$4,126,000, and will be funded through Transit and Intercity Rail Capital Program (TIRCP) grant funds granted by the California State Transportation Agency (CalSTA) through SCRRAs Southern California Optimized Rail Enhancement Program (SCORE).

Procurement Approach

The OCTA Board of Directors (Board)-approved procurement policies and procedures require that the Board approve all requests 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 25 percent
- Staffing and Project Organization 40 percent
- Work Plan 35 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. Staff assigned the greatest 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, staff assigned a high level of importance to the work plan, as the technical approach to the project is critical to the successful performance of the Project. The qualifications of the firm in performing work of similar scope and size are also very important to the success 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.

Fiscal Impact

The project will be included in the OCTA's proposed Fiscal Year 2019-20 Budget, Capital Programs Division, Account 0018-7519-TR214-0TH, and will be funded with TIRCP grant funds granted by CalSTA through SCRRA's SCORE Program.

Summary

Board of Directors' approval is requested to release Request for Proposals 9-1143 for consultant services for preliminary engineering and environmental services for the Orange County Maintenance Facility.

Approval to Release Request for Proposals for Preliminary Engineering and Environmental Services for the Orange County Maintenance Facility **Page 4**

Attachment

- A. Draft Request for Proposals (RFP) 9-1143, Consultant Services for Preliminary Engineering and Environmental Services for the Orange County Maintenance Facility

Prepared by:



Lora Cross
Project Manager
(714) 560-5788

Approved by:



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



Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623

DRAFT REQUEST FOR PROPOSALS (RFP) 9-1143

**CONSULTANT SERVICES FOR PRELIMINARY
ENGINEERING AND ENVIRONMENTAL
SERVICES FOR THE
ORANGE COUNTY MAINTENANCE FACILITY**



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

Key RFP Dates

Issue Date:	May 13, 2019
Pre-Proposal Conference Date:	May 20, 2019
Question Submittal Date:	May 28, 2019
Proposal Submittal Date:	June 13, 2019
Interview Date:	July 25, 2019

Transit and Intercity Rail Capital Program Funding

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May 13, 2019

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 9-1143: “PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE METROLINK ORANGE COUNTY MAINTENANCE FACILITY”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants for various tasks related to the preliminary engineering (30% design) and environmental phase of the Orange County Maintenance Facility (OCMF) Project.

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

Project Study Report for Orange County Maintenance Facility
Phase I Environmental Site Assessment
ALTA/ ACSM Land Title Survey
Draft Program Environmental Impact Report No. 620 El Toro 100 -Acre
Parcel Development Plan

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

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). 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 "Certification of Contract Costs and Financial Management System", a copy of which is attached to this RFP as Exhibit F. As part of this certification, the prime and all subconsultants must show their financial system's ability to segregate cost elements.

Proposals must be received in the Authority's office at or before 2:00 p.m. on June 13, 2019.

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Robert Webb, Senior Contract Administrator**

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

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

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

Firms interested in obtaining a copy of this Request for Proposals (RFP) may do so by downloading the RFP from CAMM NET at <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 9-1143, 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 Consultant Services - Transit Planning Consultant Services - Transportation Planning
Professional Services	Buildings - Architectural Design Engineering - Architectural Engineering - Civil Environmental - Architectural General Construction - Architectural Land Development and Planning - Architectural Railroad; Rapid Transit; Monorail - Architectural Land Surveying
Construction	Engineering - Right of Way Right of Way Services

A pre-proposal conference will be held on **May 20, 2019**, at **9:00 a.m.** at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 9. 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 **July 25, 2019**, 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.

DRAFT

SECTION I: INSTRUCTIONS TO OFFERORS

DRAFT

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

A pre-proposal conference will be held on **May 20, 2019**, at **9:00 a.m.** the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 9. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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:

Robert Webb, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5743, Fax: 714.560.5792
Email: rwebb@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 must be received by the Authority no later than 5:00 p.m., on **May 28, 2019**.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: rwebb@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than **June 4, 2019**. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Robert Webb, 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>	<u>Commodity:</u>
Professional Consulting	Architectural & Engineering Design Consulting Consultant Services - General Consultant Services - Transit Planning Consultant Services - Transportation Planning
Professional Services	Buildings - Architectural Design Engineering - Architectural Engineering - Civil Environmental - Architectural General Construction - Architectural Land Development and Planning - Architectural Railroad; Rapid Transit; Monorail - Architectural Land Surveying Engineering - Right of Way Right of Way Services
Construction	

Inquiries received after 5:00 p.m. on May 28, 2019, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on **June 13, 2019**.

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

2. Address

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, (Lobby Receptionist)**

Orange, California 92868
Attention: Robert Webb, Senior Contract Administrator

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

Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
P.O. Box 14184
Orange, California 92863-1584
Attention: Robert Webb, Senior Contract Administrator

3. Identification of Proposals

Offeror shall submit an **original and 7 copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number. In addition to the above, ***Proposers shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD, DVD, or flash drive.***

4. Acceptance of Proposals

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

The Authority hereby notifies all Offerors that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

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 "Certification of Contract 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.

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SECTION II: PROPOSAL CONTENT

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

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

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Robert Webb, 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, 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.

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. Safety Specifications

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

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

This exhibit entitled “Exhibit 10-K Certification of Contract Costs and Financial Management System” (RFP Exhibit F) 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.

5. 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.

SECTION III: EVALUATION AND AWARD

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SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

1. **Qualifications of the Firm** **25%**

 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
2. **Staffing and Project Organization** **40%**

 Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
3. **Work Plan** **35%**

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

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established **July 25, 2019**, 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 Transit Committee, the Offeror(s) with the highest ranking. The Transit Committee 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). 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.

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EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK
Preliminary Engineering and Environmental Services for
the Metrolink Orange County Maintenance Facility

This Scope of Work (SOW) describes work elements necessary for the various tasks related to the preliminary engineering (30% design) and environmental phase of the Orange County Maintenance Facility (OCMF) Project. The desired services shall be provided by what is herein referred to as the "CONSULTANT." The CONSULTANT in the course of this consulting relationship shall work directly for the Orange County Transportation Authority (Authority) which is serving as the lead agency for a new Metrolink rail maintenance facility, which will be in Orange County in the City of Irvine (City), California. Major project components of this SOW include the following:

30% Preliminary Engineering of:

- Lead tracks, yard tracks and special trackwork
- Service and inspection tracks, inspection platforms and facilities
- Maintenance building including facilities and equipment
- Railroad sub ballast preparation
- Train control, communications and signal systems (conceptually to establish the limits of the projects)
- Grading and drainage
- Structures (retaining walls, bridges and culverts conceptually only)
- Roadway and parking
- Transportation buildings and building services
- Utilities
- Fencing and security
- Train wash facility

Studies and Reports:

- Preliminary Drainage Report
- Water Quality Management Plan
- Geotechnical Exploration Plan, Geotechnical Design Report and Foundation Report
- Phase I Environmental Site Assessment Report
- Phase II Environmental Site Assessment Report
- Aerial Mapping, Topographic Surveys and Design Surveys
- Environmental documentation for California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) clearance.

CONSULTANT shall utilize the documents identified below. 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 the use of the most recent version of all reference materials, including any addenda and errata.

- Southern California Regional Railroad Authority (SCCRA) Engineering Standards (ES) and Standard Specifications
- Federal Rail Administration Track Safety Standards
- A Policy on Geometric Design of Highways and Streets (AASHTO 2011)

- California Public Utilities Commission (CPUC) General Orders Requirements
- California Regional Water Quality Control Board Requirements
- Manual of Uniform Traffic Control Devices (MUTCD) (MUTCD 2012)
- MUTCD California Supplement (2012)
- Standard Specifications for Public Works Construction (SSPWC)
- Authority Right of Way Manual
- Applicable Local Codes and Manuals
- Construction Best Management Practices (BMPs)
- American Railway Engineers Association (AREA) Standards
- American Rail Engineers Maintenance Association (AREMA) Standards
- CEQA and NEPA Handbooks
- Utility Agreement and Plans
- California Building Code (CBC) and Division of the State Architect (DSA) Access Compliance Reference Materials Provisions.
- Orange County Maintenance facility (OCMF) Project Study Report (PSR) dated January 19, 2019 by STV Inc.
- ALTA Survey Dated March 2014 by David Evans and Associates
- Phase I Environmental Site Assessment dated August 21, 2014 by Kleinfelder

CONSULTANT deliverables shall conform to the following:

- All electronic data produced and supporting the PA/ED shall be provided on electronic media (CD, DVD, or portable hard drive) in formats consistent with Authority
- All drafting shall be in conformance with the SCRRA CADD User's Manual and shall be delivered electronically in CADD file formatting.
- All railroad base mapping will utilize SCRRA stationing and record of survey data.

Project Background

Projected population expansion within the five County area currently served by Metrolink will require an increased number of commuter rail services to support that growth. Consequently, the Metrolink system will require additional train storage and maintenance facilities to support an increased fleet size. As a significant proportion of the expanded services will operate in Orange County, this would also provide the optimal location for the additional Metrolink facility.

The SCRRA in cooperation with the Orange County Transportation Authority (Authority) proposes a new Orange County Maintenance Facility (OCMF). The OCMF will be in the City, on a 21.3-acre parcel owned by Authority and adjacent to Marine Way and the Orange sub division between mileposts 183.50 and 184.00. The project site is located within Planning Area 511 of the City General Plan (General Plan), adopted in May 2012, and designated for the Orange County Great Park (OCGP) land use under the General Plan. City has indicated that a conditional use permit (CUP) would need to be obtained for this project and application thereof filed with the City. The use of the site as a rail maintenance facility, although deemed consistent with the purpose and intent of the zoning district, has characteristics that the City has indicated would require review in order to avoid conflicts with surrounding land uses. Therefore, Authority will be filing a CUP application for this project.

The Project will be developed in two phases and both phases will be complete by 2028. Phase 1 will provide for the storage, routine cleaning, inspection, and servicing. It will include a train wash, fueling/sanding on two service and inspection tracks, storage tracks, run around tracks, a transportation building with road access and parking. Phase 2 would complete a full build out and include a maintenance shop building, materials and equipment storage. Refer to the OCMF Project Study Report (PSR) prepared by STV Inc. for SCRRA in January 2019 on details on proposed phasing for the Project.

The SOW for the preliminary engineering and environmental phase of the project shall include the following tasks for both Phase 1 and Phase 2 scope elements which shall be considered simultaneously and shall support the CUP application for this site.

Task 1 – Administration and Management

This task includes the Project management services including the requirements for meetings, schedules, cost control, quality management, progress reports, invoicing and administration of all CONSULTANT work.

1.1 Project Management Plan: The CONSULTANT shall provide a comprehensive plan for project management to communicate the scope of work, constraints, and technical requirements to all project participants. The plan shall include coordination strategies with appropriate agencies to ensure timely completion of preliminary engineering and environmental documentation. The plan shall also include an organization chart with description of participant responsibilities, a baseline schedule, and work breakdown structure that identifies the duration and completion of key project activities milestones. The budgeted hours and resource allocation for each task and subtask shall also be defined. The CONSULTANT shall submit a copy of the Project Management Plan (PMP) for this project within twenty (20) calendar days of receipt of Notice to Proceed (NTP). Elements of the PMP shall include:

- Project description and map
- Scope of Work and task listing
- Project organization with names of key staff/sub-consultants and their responsibilities
- Key staff directory
- Project controls including schedule and budget
- Document management procedures including electronic document filing index
- Applicable design standards and codes listing
- Applicable computer software
- Communications procedures
- Quality management procedures (reference Quality Management Plan)
- Risk Management procedures including a risk register

The PMP shall be distributed to each project participant at the start of the project and a kick-off meeting shall be held with project participants to review the plan requirements within thirty (30) calendar days of NTP.

- 1.2 Quality Management Plan:** The CONSULTANT shall submit to Authority for review and acceptance a Quality Management Plan (QMP) for this project within thirty (30) calendar days of receipt of NTP. The plan shall be developed in accordance with SCRRA's Design Quality Assurance Plan. All CONSULTANT team members shall receive training and acknowledge receipt of the QMP. In addition to Authority staff, City, SCRRA and its member agencies, consultants, and affected third parties may be requested to review deliverables submitted by the CONSULTANT during the course of the project. However, in no way shall review by these parties relieve the CONSULTANT's responsibility of maintaining quality control and quality assurance in accordance with Authority, the City and all applicable federal/state/local standards and procedures.
- 1.3 Project Safety Plan:** In addition to The COSULTANT shall submit a project specific safety plan a minimum of 30 calendar days prior to any field visits or site survey/investigation work. The plan shall be developed in accordance with Authority's and Metrolink's established safety management practices and in particular, shall describe how the CONSULTANT will manage safety of its staff during the field work and site visits.
- 1.4 Permit Applications:** The CONSULTANT shall prepare and submit encroachment permit applications for surveying, geotechnical and utility investigations. Possible permits for this Project include:
- SCRRA Encroachment Permit for surveying and utility potholing
 - City Encroachment Permit
 - Relocation Agreements
- 1.5 Monthly Progress Status Reports and Schedule Updates:** The CONSULTANT shall prepare and submit monthly progress reports to the Authority Project Manager including updates on key milestones, project schedule, and percent complete detail for each task, particularly worked on during the reporting period. The report will also describe anticipated activities to be undertaken in the next reporting period, and any new or changed, challenges or risks that may affect schedule, scope and budget. This report shall be received no later than the tenth (10th) calendar day of the month following the month being reported.
- 1.6 Project Development Team (PDT) meetings:** The CONSULTANT shall schedule, coordinate, and attend monthly PDT meetings. The CONSULTANT shall prepare meeting notes on design related issues discussed, including notations for specific or directed follow-up action items.
- Deliverables** (One hard copy and an electronic PDF version of each):
- Project Management Plan
 - Quality Management Plan
 - Project Safety Plan
 - Monthly Progress Reports
 - PDT meeting notes on design action items

Task 2 – Baseline Analysis

- 2.1 Field Review of Project Site:** Upon issuance of the NTP and acceptance of the CONSULTANT'S Safety Plan, the CONSULTANT shall conduct a project site visit verifying and familiarizing themselves with the Project Study Report and the conceptual engineering design. CONSULTANT shall provide a Technical Memo summarizing findings from the field review and identifying any potential errors or omissions in the PSR and accompanying survey data.
- 2.2 Surveys and Review of Existing Information:** The CONSULTANT will collect and review existing data and information relevant to this project, project location, and railroad segment. Potential sources for existing data include the City, Authority PSR, and SCRRA. ALTA survey and Phase I Site Assessment. Authority shall research existing utilities information from Dig Alert and shall provide the information to the CONSULTANT.

Deliverables (An electronic PDF version):

- Baseline Analysis Technical Memo

Task 3 – Agency Coordination

- 3.1 Local/State Agencies:** The preliminary plans shall be developed in coordination with the SCRRA and City. Adherence to local standards will be required as applicable. Communications with SCRRA and City staff regarding design requirements and/or interpretation of standards shall be documented and submitted to the SCRRA and City for written concurrence. Authority shall coordinate utility relocations.
- 3.2 Metrolink Railroad:** The CONSULTANT shall be required to maintain coordination and communication with SCRRA in addressing issues involving access to the railroad right of way, permits, safety considerations and training, design standards and practices, signal communications, positive train control (PTC), and other items of concern that arise during the design process. Communications with SCRRA on design requirements and/or interpretation of standards shall be documented and submitted to the agencies for written concurrence. Coordination with SCRRA on signals and communications shall be required during the preliminary engineering and environmental documents in so far that this work would affect the Project Description, site civil design and environmental analysis for the project. SCRRA shall be responsible for the final design of railroad signaling, communications, and PTC.
- 3.3 Department of Navy:** The Department of Navy (DON) has two (2) ground water monitoring wells on the Authority property. Based on the proposed improvements suggested in the PSR, at least one well will need to be relocated. The DON also maintains a network of pipes that extend from ground water extraction wells north and east of the property, converging on a pump house compound that is northwest of the Project property. As identified on files from the DON, the ground water extraction wells and pipe network on the project property are operational and development of OCMF will need to be coordinated with the DON. The CONSULTANT will coordinate with DON for the relocation of the well and the pipe network as necessary.

3.4 Meetings and correspondence: In addition to regular monthly PDT meetings, the CONSULTANT may be required to attend issue specific coordination meetings, as necessary (estimate up to 10 meetings), with the various agencies involved in this project.

3.5 Presentations and Visuals: Authority, City staff and the project management team shall lead community outreach activities; however, technical support and visual displays shall be required to support these activities. The CONSULTANT shall provide presentation materials (such as site plan drawings, building elevations and general renderings of the OCMF and other project component) as needed for presentations.

Deliverables (Five hard copies and one electronic PDF version)

- Site plans, building elevations and renderings.

Task 4 – Initial Engineering Studies

4.1 Topographic Surveys: The CONSULTANT shall be responsible for obtaining and verifying the required topographic survey necessary for this project. *It is noted that railroad survey data may be tied to a different coordinate system and must be reconciled by the CONSULTANT as appropriate including, but not limited to combining into SCRRA's Survey Network.* The CONSULTANT shall produce and provide 24" x 36" survey drawing(s) to include but not limited to at least two permanent Orange County benchmarks per the Orange County Surveyor's Office, existing right of ways, property lines, centerline stationing, point numbers, North & East coordinates, and elevations; and a TIN or DTM file. All survey data and TIN/DTM shall be given to Authority in hard copy and digital format, on separate sheets from the preliminary design plans.

4.1.1 The CONSULTANT shall provide high-accuracy ground control for design level photogrammetry. Mapping prepared for SCRRA shall be in conformance with National Map Accuracy Standards (NMAS). The SCRRA geodetic control network is based upon NAD 83 and NSRA and all geodetic surveying work performed for SCRRA shall adhere to this datum. The vertical datum for SCRRA projects shall be GEOID12A, as established by National Geodetic Survey (NGS). Aerial mapping and photogrammetry shall meet all the requirements shown on SCRRA Design Criteria Manual Section 20.0, Right-of-Way Mapping and Surveying. The aerial photography will include the 21.3-acre parcel, an approximate 1,500 ft. width centered on railroad right-of-way to facilitate design and planning work. The aerial photography will cover a minimum distance of 2,500 feet on the railroad west side of the west property line and 3,500 feet on the railroad east side of the east property line.

4.1.2 The CONSULTANT shall prepare topographic mapping and perform design surveys in U.S. Customary Units at 1" = 40' scale and 1-foot contours. Existing features shall be shown, including but not limited to the railroad (top of rail) and all railroad features, roadways, pavement markers/stripping, curb and gutter, buildings, bridge structure limits, vegetation, signs, lighting, signals, above ground utilities, manholes, drainage inlets, ground water monitoring equipment (DON infrastructure)

and any other visible features. CONSULTANT shall establish SCRRA railroad stationing based on SCRRA record surveys and prepare its track survey in accordance with SCRRA standards.

4.1.1 4.1.3 The CONSULTANT shall verify the physical existence of Monumental Control Points and, if necessary, re-establish such Control Points. The CONSULTANT shall perform detailed field surveys of existing street and drainage features. The CONSULTANT shall verify survey results and then transmit them in AutoCAD format, along with ASCII point and station-offset files of all field survey ties. The CONSULTANT shall survey any Geotechnical Boring and utility pothole locations, as necessary, to verify these locations.

4.2 Right-of-Way Engineering Services: Permanent right-of-way may be necessary for the design and construction of the access roads as shown in the PSR. The CONSULTANT shall perform record data search, acquire title reports, perform land net recovery and field ties, prepare land net map, and prepare right-of-way maps as necessary for the access roads.

4.3 Geotechnical and Geophysical (HazMat) Investigations: The CONSULTANT shall be solely responsible for obtaining geotechnical and hazmat data for the areas involved and required for preliminary design of the project. The soil report shall contain soil classification, in-place density, relative compaction, sand equivalency, depth to groundwater (if any), soil stability related to trench excavation, testing for sulfuric compounds and pavement section thickness. The soils report shall be reviewed and approved by a registered Geotechnical Engineer. The subsurface investigation shall be performed to obtain and present sufficient information about the soil and foundation conditions including seismic conditions of the project to allow for adequate design and construction of the proposed improvements.

Specific, detailed recommendations with supporting data shall be included for such items as, but not limited to:

- Evaluations of the seismologic conditions.
- Evaluations of the engineering properties of the on-site soils.
- Types of materials to be encountered in the proposed excavations.
- Evaluation of excavation and construction problems.
- Location and extent of required over-excavation.
- Bearing capacity and settlement characteristics of subgrade materials.
- Slope and excavation stability.
- Stability analysis for grade control structures.
- Analysis of the temporary stability of the trench excavations and shoring pressures, including allowable lateral earth pressures and allowable passive pressures.
- Compaction characteristics of the predominant soil.
- Fill material and compaction requirements, including bedding and pipe zone material, and suitability of on-site soils for trench backfill.
- Provide information for groundwater level, groundwater fluctuation and potential of dewatering required during construction.

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- Substances in the groundwater or the native soils deleterious to concrete, steel, or other construction materials.
 - Potential hazardous materials/contaminants within the groundwater or in native soils.
 - Determination of applicable geotechnical related data, properties, coefficients, etc. required for design of shoring.
 - Provide recommendations for Special Provisions related to the California Department of Transportation (Caltrans) and Greenbook Standard Specifications for construction.
- 4.3.1** The CONSULTANT shall prepare and submit a geotechnical exploration plan for review. The CONSULTANT shall obtain all necessary right of entry permits prior to exploration. The CONSULTANT shall conduct subsurface investigation, analyze the results, and present them in the Geotechnical Design Report. The CONSULTANT shall prepare a Preliminary Foundation Report. 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.
- 4.3.2** The CONSULTANT shall prepare and submit a Phase I Environmental Site Assessment (ESA) Report for the project. The Phase I ESA report is to be prepared in accordance with the ASTM E1527 - 13 Standard Practice for Environmental Site Assessments, and, as applicable, consistent with Caltrans "Preparation Guidelines for Initial Site Assessment (ISA) Checklist for Hazardous Waste." The Phase I ESA full report and findings are intended to support the Environmental Document(s) as per CEQA and NEPA requirements. If appropriate, applicable minimization measures are to be included in the Environmental Commitments Record (ECR) for the Environmental Document(s), such as construction related HazMat issues.
- The Phase I ESA report's purpose is to identify recognized environmental conditions (REC). The term REC means the presence or likely presence of any hazardous substances or petroleum products in, on, or at the property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment (e.g. fueling systems including Underground Storage Tanks, industrial and commercial use of chemicals, etc.). RECs drive the development of the ECR as well as development of a recommended scope of work for Phase II Preliminary Site Investigation (Phase II) services.
 - The Phase I ESA activities through report preparation shall be performed under the supervision of a Certified Engineering Geologist, or a California Professional Engineer.
 - A Phase II ESA activities, including soil, soil vapor, and/or groundwater analysis (depending upon the ESA findings) shall include a sampling and laboratory analysis program, sufficient to provide characterization of suspected contaminants of concern (COCs) at detection levels appropriate to regulatory guidance concentrations and other appropriate sampling and analysis. If COCs are determined by the Phase II to be present in actionable concentrations, the CONSULTANT shall provide recommendations for appropriate mitigation actions, considering the scope and schedule of the project. Any chosen minimization measures shall be performed following

consultation with and agreement from the regulatory agency with jurisdiction. Phase II ESA activities and the report including findings and recommendations shall be prepared shall be performed under the supervision of a Certified Engineering Geologist, or a California Professional Engineer.

- If the Phase I or Phase II indicates the presence of actionable concentrations of COCs, the CONSULTANT shall immediately notify the Authority Project Manager and follow the applicable requirements in the contract documents and the Hazardous Materials Management Plan.

4.4 Drainage Evaluation: The CONSULTANT shall prepare a preliminary drainage report of the existing and proposed drainage systems within the project area to include the peak Q100, Q25, & Q10-year storm durations based upon the 1986 Revision & 1996 Addendum to the Orange County Hydrology Manual, the City Hydrology and Hydraulics Drainage Manual, and all applicable City Storm Drain Master Plans. The CONSULTANT shall conduct an evaluation of on-site and off-site drainage flows tributary to the project area and identify short-comings or deficiencies of the existing systems. The CONSULTANT shall analyze proposed flows to determine impacts to the downstream systems. If existing downstream systems are found to be deficient, or the project makes the systems become deficient, appropriate minimization measures shall be presented by the CONSULTANT. The CONSULTANT shall provide capacity calculations, inlet sizing calculations and Water Surface Pressure Gradient storm drain hydraulic calculations to support the proposed storm drain improvements. The CONSULTANT shall perform research and coordinate with other public agencies (as needed) such as the Orange County Flood Control District (OCFCD) (for example, in a case where connection to the Orange County Flood Control Facility is required). The CONSULTANT is not responsible for any permit application fee for the coordination process.

4.5 Water Quality Management Plan (WQMP): Since the proposed project anticipates an increase in impervious surface and/or storm water runoff and would be considered a "Priority" New Development Project, the CONSULTANT shall develop a Preliminary WQMP based on the City WQMP template. The Project may be subject to the state, federal, and local water quality requirements under the National Pollutant Discharge Elimination System (NPDES) program. Local surface and groundwater water quality requirements are regulated in this region by the Santa Ana Regional Water Quality Control Board and its Basin Plan water quality standards. A Preliminary WQMP will be prepared to support the environmental document and CUP application. The Preliminary WQMP will qualitatively assess the Project's impacts on receiving water quality during construction and post-construction conditions based on the region's applicable storm water regulations and consistent with the NPDES permit requirements in Order No. 2012-0011-DWQ. The Conceptual/Preliminary WQMP will assess the baseline water quality conditions from available information and beneficial uses of receiving waters downstream of the Project. The Conceptual/Preliminary WQMP will also identify the potential water quality issues from Project construction, post-construction and operation activities, and identify applicable mitigation measures (Best Management Practices and hydro modification measures) to address the short-term and long-term impacts.

4.6 Up to one submittal of the Conceptual/Preliminary WQMP will be required. The Conceptual/Preliminary WQMP will discuss the following with respect to the template requirements:

- The approach for the water quality assessment and the evaluation of the potential impacts related to implementing the Project.
- Regional Hydrology, Local Hydrology, Floodplains, Groundwater Resources, Topography, Climate, and Soils/Erosion Potential.
- The applicable requirements of the Federal Clean Water Act (CWA), State Water Quality Regulations (Statewide General Construction Permit), State Requirements under Section 402 of the Federal CWA, Beneficial Uses, Groundwater and Surface Water Quality Objectives, and Impaired Waters. The WQMP will discuss the risk analysis that will be conducted as part of the Storm Water Pollution Prevention Plan consistent with the California Statewide General Construction Permit (Order 2009-0009-DWQ). The appropriate Risk Level based on planned construction schedule duration and the condition of the receiving waters will be determined.
- Potential storm water quality mitigation measures (Best Management Practices) that may be needed per the water quality requirements applicable to the Project to address urban runoff treatment, Total Maximum Daily Loads (TMDLs)/watershed mandates, and hydro modification management will be obtained from the Stormwater Data Report and incorporated in the WQMP.
- Receiving waters will be confirmed as to status of being impaired water which may be subject to addressing measures to comply with 303(d) listed water bodies and/or TMDL.

Deliverables (Five hard copies and an electronic PDF version of each):

- Topographic mapping – hard copy and digital format
- Survey data – binder and ASCII electronic format
- Geotechnical Exploration Plan
- Geotechnical Design Report
- Foundation Report
- Phase I Environmental Site Assessment Report
- Phase II Environmental Site Assessment Report
- Preliminary Drainage Report
- Water Quality Management Plan
- Load Calculation Technical Memo

Task 5 – Preliminary Plans, Specifications & Estimates

The CONSULTANT shall perform preliminary engineering (30% Design) to meet the goals and objectives of this phase of engineering as provided in the SCRRA Design Procedures Manual. The design criteria/special design considerations will continue to be refined progressively as the design advances. Deliverables of this task will include at a minimum the drawings, outline specifications, cost estimates and exhibits, calculations and reports that are required by the SCRRA Design Procedures Manual.

- 5.1 Preliminary Track Plans:** The CONSULTANT shall develop plans at 1" = 40', profiles and typical sections for all tracks including any modified mainline tracks, lead tracks, service and inspection tracks, storage tracks, and maintenance tracks. In addition to typical sections, specific cross sections shall be provided at critical locations. All tracks and other pertinent railroad components shall be designed in accordance with SCRRA standards. Track design will also include tabular curve data (track no., degree of curve, overall length, super-elevation, speed and unbalance). Special track work shall be included with the track plans and turnout type and geometry details shall also be provided. A Track Schematic shall be provided as color coded, illustrating existing and proposed conditions with the project limits.
- 5.2 Preliminary Roadway and Parking Plans:** The CONSULTANT shall prepare preliminary roadway layout plans at 1" = 40', crossing details at 1" = 5', roadway profile, typical sections, and signing and striping plans, indicating roadway modifications necessary for this project. These plans will show existing right of way boundaries and any additional right of way required for ingress/egress, road improvements, utilities and temporary construction easements required for utility relocation. Roadway plans will include details of the modifications needed to City streets and also all internal maintenance facility circulation roads and sidewalks.

The CONSULTANT shall prepare a plan showing the layout of the intersection of Marine Way, Ridge Valley and the proposed access road for the OCMF. The CONSULTANT shall obtain the approval of the layout from the City. Any modifications requested by the City and approved by Authority, including traffic signals shall be designed by the CONSULTANT as a part of the 30% Design.

The Access Road shown on the east side of the Authority property in the PSR will be located in an easement for the Bee Canyon Channel. As per Draft Program Environmental Impact Report No. 620 prepared by the County of Orange for the El Toro, 100-Acre Parcel Development Plan, this easement may be developed as a park. This may not allow the proposed Access Road. This same El Toro 100-Acre Plan shows a dedicated street on the east side of the Authority property that may run parallel to the railroad right-of-way. The CONSULTANT shall design a roadway that runs into railroad right-of-way from the Authority property to the proposed roadway.

- 5.3 Preliminary Structural Design** (retaining walls and bridge): The CONSULTANT shall develop plans for retaining walls adjacent to lead tracks and the new bridge required to support Lead Track #2 crossing of Bee Canyon Channel. The bridge design shall define deck type and dimensions, span length, abutment, foundations, and any transition structures required.

- 5.4 Railroad Vehicle Maintenance Facilities and Buildings:** The CONSULTANT shall develop plans that show the location, dimensions, foundation type, access walkways/roadways and utility connections for a train wash facility and fueling and sanding equipment for the two service and inspection tracks. Plans will also show the location, dimension, foundation type, and utility connections for the access platforms required for the rail vehicle service and inspection tracks. CONSULTANT shall also provide plans for a new maintenance building (approx. 37,000sf) and provide details of the required rail vehicle maintenance equipment including cranes, pits, etc. and utility connections.

The outside appearance of both maintenance and transportation building will be designed to blend with the future residential development envisioned in El Toro Plan.

- 5.5 Transportation Building:** The CONSULTANT shall develop plans for a transportation building that (approximately 5,100SF) that will house 75 to 80 staff and be used for management, training, and train/shop crews. Plans shall show the building location, footprint size and dimensions, elevations, frame/structural form, foundation type and services and utility connections.
- 5.6 Fencing and Security:** The CONSULTANT shall develop plans for the perimeter fencing, access gates and security systems.

Draft Program Environmental Impact Report No. 620 prepared by the County of Orange for the El Toro, 100-Acre Parcel Development Plan shows a sketch and location of the wall on the north side of the Authority property. The design of the wall be based on noise abatement requirements shown in the El Toro Plan and also based on resistant to graffiti.

- 5.7 Grading and Drainage Plans:** The CONSULTANT shall provide preliminary grading and drainage plans prepared at a scale of 1" = 40' horizontally and 1" = 1' vertically. Up to one alternative drainage design layout will be provided, which will require up to four grading and drainage plans. Typical sections, storm drain profiles, and drainage details may be provided to demonstrate the design concept. The grading and drainage plans shall show hydraulic elements. Profiles will be prepared for cross drainage systems, and shall show the hydraulic grade line, the storm frequency used in the calculation, etc. As-built plans of city drainage system are assumed to be readily available.
- 5.8 Utility Plans:** The CONSULTANT shall utilize the existing utility base map information provided by Authority's "Existing Utilities Plan" and the utility matrix provided in the PSR to confirm the location of all utilities by performing potholing investigation. The potholing investigation report should document the presence/absence of each utility identified as a potential conflict on the Existing Utilities Plan and matrix. The Southern California Gas Company has a 30" high pressure gas line within the project limits and this will be crossed by the Lead Tracks at the eastern and western limits of the site. The CONSULATNT shall determine whether this utility can be protected in place or if a utility relocation is required. Treatment of all other utilities identified shall be defined by the CONSULTANT. Concept designs for utility protection or utility relocations shall be provided by the CONSULTANT. Authority shall provide coordination of utility relocations.

CONSULTANT shall provide subsurface utility location services (probing and ground penetrating radar in combination with air vacuum excavators or similar) to determine horizontal and vertical underground utility positions of all potential conflicts.

- 5.9 Construction Staging Plans:** The CONSULTANT shall develop a preliminary stage construction plan that minimizes construction impacts on the railroads, local traffic, business and residences. Work shall be coordinated with the affected agencies and jurisdictions. The construction plan shall estimate the required number, type and duration of work windows required for work that directly impacts the SCRRA mainlines. Street closures or detours are not anticipated.
- 5.10 Lighting Plans:** The CONSULTANT shall provide plans showing the roadway, walkways, platform and facility lighting. The location of lighting shall be prepared in accordance with applicable local agency and SCRRA requirements.
- 5.11 Landscape Concept Plans:** The CONSULTANT shall develop landscape concept plans and up to five 11" x 17" color exhibits.
- 5.12 Cost Estimates:** The CONSULTANT shall develop preliminary project and construction cost estimates. Unit prices and quantities will be prepared in accordance with SCRRA and/or City standards.

Deliverables (Five hard copies of the 11" x 17" plan set and an electronic PDF file shall be submitted with each milestone identified below):

- Preliminary plans designed to 35% including the plan sheets described in Task 5, project and construction cost estimate.
- One hardcopy of the Design Submittal Report in accordance with the requirements of SCRRA Design Procedures Manual.
- In support of Authority's CUP application:
 - Five hardcopies and an electronic PDF files of Black and White 11" x 17" landscape orientation project plans including all drawings listed in the City Conditional Use Permit Informational Sheet FORM 42-02 REV 06/13
 - Three sets of 24"x36" project plans, folded to approximately 8 1/2" x 14".

Task 6 – Environmental Documentation

- 6.1** The activities will consist of the development of environmental studies to meet California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements and to support the evaluation of the Project Build Alternative. The anticipated CEQA document will be an Initial Study (IS) with proposed Negative Declaration (ND) or Mitigated ND (MND). The NEPA document is anticipated to be an Environmental Assessment (EA) with a proposed Finding of No Significant Impact (FONSI). If, throughout the course of the environmental studies, it is found that impacts cannot be mitigated to a level of less than significant or that the Project may contribute to substantial public controversy, then a higher-level document would need to be prepared. CONSULTANT shall coordinate with the Authority Project Manager at

various stages in the environmental preparation process to determine if there is a need to elevate the CEQA and/or NEPA document. This assessment shall be done in the following phases: scoping, completion of technical studies, and release of draft environmental document. The CONSULTANT shall build into the Project schedule administrative reviews of the environmental studies by Authority staff. In addition to adhering to CEQA and NEPA requirements, the CONSULTANT shall incorporate other requirements into the analyses such as Authority, the Federal Transit Administration, the City, South Coast Air Quality Management District, etc.,

6.2 Base Maps for Environmental Studies

Purpose: To prepare base maps for use in the environmental studies and to establish environmental baseline data in a manner compatible with engineering and topographic mapping.

Methodology: Upon receipt of design files, CONSULTANT shall develop Project Vicinity and Project Location Maps, as well as a set of maps that clearly shows the location and features of each alternative under consideration. Additionally, base mapping of the environmental components/data to be included in the GIS database will be developed. These components/data include Section 4(f) resources, historic properties, 100-year floodplain, hazardous materials sites, sensitive visual features, land uses and right-of-way, and noise receptors. Data from publicly available sources will be used as a starting point and adjusted, where appropriate, based on field surveys and observations conducted by the CONSULTANT.

Deliverables:

- GIS mapping of environmental considerations/surveys consistent with Authority standards.

6.3 Issuance of Environmental Notices & Public Information Meeting Notice

6.3.1 Purpose: CONSULTANT will coordinate with the outreach consultant, Authority, and other PDT members to assist in preparation of a public information meeting and the appropriate public notice.

6.3.2 Methodology: Although not required for an IS/EA, to achieve a meaningful and constructive relationship with the local community, comments will be requested from stakeholders and interested parties. The CONSULTANT will prepare the public notice for the public information meeting and will work with the Authority public outreach group and/or their consultant to prepare for and attend the public information meeting. The consultant shall review advertisements for posting in a widely circulated newspaper (e.g., Orange County Register) and in a local Spanish newspaper (e.g., Excelsior and La Opinión). CONSULTANT shall coordinate with Authority to ensure that the notices are properly posted (e.g., newspaper, mass mailers). CONSULTANT shall designate an individual (with concurrence by Authority's Project Manager) as the main point of contact with interested parties during the public information meeting process.

Deliverables:

- Public Notices for the Public Information Meeting (preparation support)
- Attendance at public information meeting
- Agency letters/notifications

6.4 Conduct Environmental Evaluation

Environmental analyses shall be prepared to meet CEQA and NEPA requirements. It will include concise application and enforcement of various regulations governing topic areas, including Federal, State and local laws, acts, policies, and ordinances as well as direct, indirect, and cumulative impacts.

Technical memoranda shall be prepared for the following areas:

6.4.1 Visual/Aesthetics

Purpose: To prepare a Visual Impact Memorandum to identify and analyze visual resource impacts associated with the project. This will be prepared to support the Draft and Final ED.

Methodology: CONSULTANT will conduct a field reconnaissance, at which time, on-site and adjacent visual resources will be documented. CONSULTANT shall also determine if the City has any additional requirements that will need to be incorporated as part of this analysis. Avoidance, minimization, and/or mitigation measures will be recommended to reduce the visual impacts from the project, if warranted.

Photo simulations: CONSULTANT will select the four preliminary Key Views for the proposed project, in consultation with Authority staff. Key Views represent areas within sensitive viewer locations within and surrounding the project site, which also have views to the project features.

Computer models will be prepared to simulate the project for a total of four (4) Key Views. The rendered subject will be superimposed into a photograph and foreground objects will be masked.

CONSULTANT will analyze the existing and proposed conditions of each photo simulation guidelines to provide an analysis of the visual contrast/change. This analysis will be included consistent with the Methodology section discussed above.

Deliverables:

- Draft Visual/Aesthetics Memorandum and supporting documentation
- Final Visual/Aesthetics Memorandum and supporting documentation

6.5 Cultural Resources

Purpose: Due to the anticipated ground disturbing activities, a records search is recommended to minimize potential impacts to cultural and historic resources. If it is determined from the records search that historical and/or archaeological resources are known to have occurred on the project site, then further analysis may be warranted. In compliance with Assembly Bill 52, Native American tribes will be notified of the project. Measures will be employed during the construction phase to address Native American artifacts and encountering of human remains.

Research/Records Search – An archaeological and historical records review and literature search will be conducted at the South Central Coastal Information Center (SCCIC) located at California State University, Fullerton. The SCCIC is the state-designated repository for records concerning cultural resources in Orange County. The records search will provide information on known cultural resources and on previous cultural resources investigations within a one half-mile radius of the Area of Potential Effects (APE). Data sources that will be consulted at the SCCIC will include archaeological site and isolate records, historic maps, reports from previous studies, and the state's Historic Resource Inventory (HRI) for Orange County, which contains listings for National Register of Historic Places (National Register), California Register of Historical Resources (California Register), California Historical Landmarks (CHL), and California Points of Historical Interest (CPHI).

Native Americans Coordination – CONSULTANT team will initiate Native American consultation for the Project. CONSULTANT will contact the Native American Heritage Commission (NAHC), the State Commission concerned with Native American Issues. The NAHC will be asked to review the Sacred Lands File to determine whether any traditional cultural properties or other sacred/religious sites are in or near the APE. The NAHC will also provide a list of Native Americans who may have knowledge of cultural resources that could be impacted by the Project. CONSULTANT shall contact these parties by certified letter to inform them of the Project and request their input. If no response is received, CONSULTANT shall follow up with up to two telephone calls and/or emails to ensure that any concerns Native Americans may have about the Project are addressed.

Deliverables:

- Draft Final Cultural Resources Technical Memoranda
- Draft and Final Cultural Resources Technical Memoranda
- Native American Coordination Documented in the Cultural Resources Technical Memoranda

6.5.1 Area of Potential Effects Map

Purpose: To prepare an Area of Potential Effects (APE) map delineating direct and indirect cultural resources impacted areas.

Methodology: The APE map shall be at an appropriate scale (1" = 200'). Archaeological and historic property surveys of the Project's APE will be completed as part of the Cultural Resources Technical Memoranda preparation process.

Deliverables:

- Draft Area of Potential Effects map
- Draft Final Area of Potential Effects map
- Final Area of Potential Effects map

6.5.2 Paleontology

Purpose: To identify paleontological resources and to evaluate the significance of those resources.

Methodology: A number of federal statutes specifically address paleontological resources, their treatment, and funding for mitigation as a part of federally authorized or funded Projects (e.g., Antiquities Act of 1906 [16 USC 431-433], Federal-Aid Highway Act of 1935 [20 USC 78]). Under California law, paleontological resources are protected by CEQA, the California Code of Regulations, Title 14, Division 3, Chapter 1, Sections 4307 and 4309, and Public Resources Code Section 5097.5.

A paleontology study shall be undertaken, consistent with CEQA to determine the presence/absence of paleontological resources within the project area.

If paleontological resources, or sediments that are conducive to the preservation of paleontological resources, are located within the APE, a Paleontological Mitigation Plan (PMP) shall be prepared. The PMP, if needed, is not part of this scope and is usually prepared after the final Project design elements have been determined.

Deliverables:

- Draft Paleontological Technical Memorandum
- Final Paleontological Technical Memorandum

6.5.3 Hazardous Materials

Purpose: To identify existing hazardous materials and waste sites, extent of contamination and remediation measures.

Methodology: As part of the site mitigation when MCAS El Toro was closed, several groundwater monitoring wells were installed throughout the larger 100-Acre Plan site. From records provided by the Navy, it appears only two are located within the proposed project site. One of the wells is located in the middle of the proposed storage yard (between storage tracks), so it may need to be relocated. The other well is located near the south entrance of the site and appears out of conflict with any major proposed improvements. The site will be developed to provide for periodical access to the wells by the Navy. Previous analyses related to hazardous materials have been prepared to address contamination on the project site. These include the 2012 ESA and 2011 FOST #6. The CONSULTANT conduct an updated environmental database report to determine if there are any recently discovered sites within the project area.

CONSULTANT will prepare an updated hazardous materials technical memorandum to address the monitoring well as well as any project impacts to the water vaults.

Deliverable:

- Draft Hazardous Material Technical Memorandum
- Draft Hazardous Material Technical Memorandum

6.5.4 Air Quality

Purpose: To conduct an air quality analysis to satisfy CEQA, state, and federal environmental requirements and conformity provisions of the Clean Air Act Amendments (CAAA) to support the Draft and Final Environmental Document.

Methodology: The proposed project is a rail maintenance facility project located in the South Coast Air Quality Management District (SCAQMD) jurisdiction. Under the Federal Clean Air Act Transportation Conformity Rule, transportation projects located in areas designated “non-attainment” or “maintenance” with respect to National Ambient Air Quality Standards (NAAQS) must conform to the adopted State Implementation Plan (SIP). The proposed project is located in the Orange County portion of the South Coast Air Basin (SCAB), which includes all of Orange County, and the non-desert portions of Riverside, San Bernardino, and Los Angeles Counties. The proposed project is anticipated to require local, state, and federal funds. It is currently not included in the final adopted 2017 Federal Transportation Improvement Program (FTIP). Once it is confirmed that state and/or federal funds will be sought, Metrolink and Authority will submit an application to request that the Southern California Associate of Governments (SCAG) add the project to the FTIP. The State of California has designated the Orange County portion of the South Coast Air Basin as being a nonattainment area for ozone (O₃), nitrogen dioxide (NO₂), particulate matter (PM_{2.5} and PM₁₀). The EPA has designated this area as being a nonattainment area for O₃ (8-hour standard), PM₁₀ and PM_{2.5}. In addition, the area is designated for maintenance for carbon monoxide (CO) and NO₂.

Analysis:

The Air Quality Technical Memorandum will analyze and discuss the presence/absence of naturally occurring asbestos and will quantify construction-related emissions.

The Air Quality Technical Memorandum will document whether the proposed Project is included in the latest Regional Transportation Plan (RTP), and Federal Transportation Improvement Program (FTIP) for preliminary engineering/environmental documentation. The Air Quality Technical Memorandum will make a final determination whether the build alternative will conform to applicable state and federal air quality plans. Mitigation measures will be defined for any construction and/or operational impacts that are identified.

Construction related emissions will also be quantified using CalEEMod, or Air Quality Management Department or another equivalent model in consultation with the Authority Project Manage. Using Caltrans Standard Specifications for

Construction, as well as mitigation measures if necessary, will be recommended to reduce short-term construction related impacts.

The Greenhouse Gas Emissions Analysis shall be based on the latest California Air Resources Board's methodology. It is assumed the greenhouse gas (GHG) emissions will be modeled for the following conditions: "existing", "existing plus Project", "forecast", and "forecast plus Project".

Deliverable:

- Draft Air Quality Technical Memorandum
- Final Air Quality Technical Memorandum

6.5.5 Noise and Vibration

Purpose: To prepare a Noise and Vibration Technical Memorandum to ensure that the operations of the facility will adhere to the City's noise ordinance zoned for the project site.

Methodology: The project site is currently surrounded by vacant lands that were formerly part of the MCAS, El Toro. There are two primary noise sources that affect the project area: traffic noise (i.e., from I-5, SR-133, and arterial roadways) and train noise. Additional project-related noise sources may include noise generated by machinery that is anticipated to be part of the maintenance facility.

Depending on the disposition of the 100-Acre Plan, residential and other noise-sensitive land uses located near the project may be exposed to higher noise levels as a result of the proposed project improvements. Noise sensitive receptors (multi-family and single-family residences) are anticipated to be located to the east of the project site.

Deliverable:

- Draft Noise and Vibration Technical Memorandum
- Final Noise and Vibration Technical Memorandum

6.5.6 Biological Resources

Purpose: To document and evaluate the natural habitat in the Project area and determine whether the proposed Project would result in impacts on sensitive species/habitat, and waters of the United States.

Methodology: The project area lies within a highly urbanized area and has been subject to multiple decades of continued disturbance with the military base use resulting in a barren landscape. The Navy previously conducted a biological resources survey and it did not reveal any sensitive resources in the project area.

Since the project site has been vacant for a number of years, a high-level biological survey should be conducted to verify the presence or absence of sensitive biological resources and assess the drainages on site. Although not anticipated to occur, if state and/or federal listed species or habitat are found

to be present, then a CDFW 2081 Incidental Take Permit or USFWS Section 7 Consultation may be required for potential impacts.

Furthermore, if the project requires removal of vegetation during the migratory bird nesting season (generally March 1-September 15), a preconstruction nesting bird survey would be required. If nesting migratory birds are found, project activity within an appropriate buffer (varying by species) may be required to halt until all nesting activities have ceased or all juveniles have fledged.

A Biological Resources Technical Memorandum shall be prepared summarizing the results of the survey.

Deliverable:

- Draft Biological Resources Technical Memorandum
- Final Biological Resources Technical Memorandum

6.6 Screencheck Draft IS/EA

Purpose: CONSULTANT shall prepare the screencheck Draft IS/EA incorporating the environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the Project, proposed avoidance, minimization and/or mitigation measures, an environmental commitment record (ECR) and a listing of environmental (and related) permits required for implementation of the Project.

Methodology: The screencheck Draft IS/EA shall fully utilize and update as appropriate the previous environmental analyses prepared to support the Project Report. This document shall be provided to Authority. Once Authority provides comments on the document, CONSULTANT shall revise the document appropriately. The revised screencheck Draft IS/EA will then be resubmitted to Authority for approval. CONSULTANT shall prepare a response-to-comments matrix demonstrating how and where the comments have been addressed in the screencheck Draft IS/EA.

In addition to the technical studies/memoranda required in this SOW the following environmental subject areas should be discussed in the environmental document:

- Land Use
- Growth
- Community Impacts
- Visual/Aesthetics
- Utilities/Emergency Services
- Traffic/Transportation
- Hydrology and Floodplains
- Water Quality and Stormwater Runoff
- Geology/Soils/Seismic/Topography
- Cultural Resources
- Section 4(f)/Section 6(f)
- Applicable Environmental Permits

Deliverable:

- Screencheck Draft IS/EA

6.7 Draft IS/EA

Purpose: To incorporate Authority review comments into the screencheck.

Methodology: The revised screencheck Draft IS/EA and response-to- comments matrix shall be resubmitted to Authority. The approved Draft IS/EA will be distributed to agencies and the public for review and comment. The CONSULTANTS team shall be responsible for updating the distribution list.

Deliverables:

- Draft IS/EA

6.8 Public Outreach Support/Public Meeting

Purpose: To receive agency and public comments on the Draft IS/EA.

Methodology: CONSULTANT shall support the Public Outreach efforts and support the Authority Public Outreach Coordinator, who will be the lead on providing a minimum of one public hearing during the Draft IS/EA public review period, following procedures as required by CEQA/NEPA. CONSULTANT shall be responsible for providing the public notice and supporting Authority in coordinating the public hearing, including handouts, materials, presentation boards, etc. In coordination and consultation with Authority, the CONSULTANT's team shall also be responsible for ensuring that copies of the Draft IS/EA are available for review/comment at city halls and library(ies) near the Project. CONSULTANT shall be responsible for reviewing and posting a newspaper advertisement in up to four newspapers announcing the availability of the document and public hearing date for the Project in accordance with CEQA/NEPA (e.g., Orange County Register, Excelsior, La Opinión, and local community papers). The CONSULTANT shall designate an individual (with concurrence by the Authority Project Manager) as the main point of contact with interested parties during CEQA/NEPA public review process. CONSULTANT shall prepare a Notice of Availability (NOA) and work with the Authority Public Outreach consultant on distribution and any necessary agency letters/notifications as needed. In addition, an email contact/general address for receipt of comments will be coordinated with the PDT. CONSULTANT shall also document and gather public comments from the public hearing. All public outreach handouts, materials, notices etc. should be approved by Authority prior to being released to the public. The cost of a court reporter and translation services is not included. CONSULTANT shall assist Authority Public Outreach and/or their consultant with coordinating series of community meetings, including handouts, materials, presentation boards, etc. and be available for presentations at up to two community meetings during the public review period for the draft environmental document, as needed.

Deliverables:

- Draft IS/EA as approved in Task 6.5
- Final Technical Studies as approved in Task 6.3.1 through 6.3.8
- Mailing of IS/EA to distribution list outlined in the document (25 CDs)

- Notice of Availability to project distribution list
- Newspaper advertisement in up to four newspapers for the Draft IS/EA availability and Public Hearing of the Project in accordance with CEQA/NEPA (e.g., Orange County Register, Excelsior, La Opinión, and local community papers)
- Presentations at community meeting
- Community meeting assistance including handouts, visual displays and other materials
- Documentation and gathering of public comments for the Project records (10 copies)
- Submittal of the Draft IS/EA (as approved in Task 6.5) and Notice of Completion (NOC) to the State Clearinghouse and County Clerk (in an electronic format subject to their guidance and 15 copies)
- Preparation of materials for the Federal Transit Administration (FTA) to file with the Federal Register

6.9 Response to Comments Matrix

Purpose: To document the responses to comments on the Draft IS/EA.

Methodology: CONSULTANT shall be responsible for maintaining documentation and providing the adequate response to internal, public, and agency comments on the Project and Draft IS/EA. A response-to-comments matrix outlining how and where the revisions to the documents have been made shall be included in the revised screencheck and anticipated Final ND or MND/FONSI. The response-to-comments matrix shall be provided to Authority for review and concurrence prior to finalization of the screencheck and anticipated Final ND or MND/FONSI.

Deliverables:

- Draft Response to Comments Matrix
- Final Response to Comments Matrix

6.10 Screencheck ND or MND/FONSI

Purpose: A screencheck anticipated Final ND or MND/FONSI shall be prepared in accordance with the CEQA regulations and FTA. Concurrent with the aforementioned technical response to comments, CONSULTANT shall prepare the screencheck anticipated Final ND or MND/FONSI incorporating the public and agency comments and technical evaluation. Where applicable, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the Project, proposed mitigation measures, and a listing of environmental (and related) permits required for implementation of the Project. Substantive new technical analysis which requires modification of the approved technical studies and/or technical analysis conducted for the IS/EA are not included in this scope.

Methodology: The screencheck anticipated Final ND or MND/FONSI shall be provided to Authority for the appropriate reviews. Authority will seek formal approval from FTA for the air quality conformity determination. The CONSULTANT will be responsible for drafting Native American consultation letters and correspondences on behalf of Authority and work closely on this coordination effort with the Authority Project

Manager. CONSULTANT shall prepare a response-to-comments matrix indicating how and where the public comments have been addressed in the screencheck anticipated Final ND or MND/FONSI.

Deliverable:

- Screencheck anticipated Final ND or MND/FONSI

6.11 Final ND or MND/FONSI

Purpose: To document the selection of the Preferred Alternative, timing and responsibility of mitigation measures identified in the ND or MND/FONSI.

Methodology: Following review by Authority, CONSULTANT shall revise the screencheck anticipated Final ND or MND/FONSI. Six copies of the revised anticipated Final ND or MND/FONSI along with the final environmental documents and response-to-comments matrix shall be resubmitted to Authority. Following approval by Caltrans and FTA, the anticipated Final ND or MND/FONSI shall be made available to the public upon request. CONSULTANT will be responsible for updating the distribution list.

Deliverables:

- Approved anticipated Final ND or MND/FONSI

6.12 Mitigation, Monitoring and Reporting Record (MMRR) / Environmental Commitment Record (ECR)

Purpose: To ensure environmental commitments are met by 1) recording each environmental mitigation, compensation and enhancement commitment made; 2) specifying how each commitment will be met; and 3) documenting the completion of each commitment.

Methodology: The Mitigation Monitoring and Reporting Record (MMRR)/ Environmental Commitment Record (ECR) brings all relevant environmental compliance information together in a single place, making it easier to track the progress of environmental commitments in the next phases of project development and beyond construction. The MMRR / ECR will be initiated in the PA/ED phase but can be updated during any project delivery phase.

Deliverables:

- Draft MMRR/ECR in Microsoft Excel format including all mitigation measures outlined in the Final Environmental Document
- Draft Final MMRR/ECR Final MMRR/ECR

This scope of work is anticipated to take 14 months or less from the effective date of the contract.

EXHIBIT B: PROPOSED AGREEMENT

DRAFT

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

8 **ARTICLE 2. AUTHORITY DESIGNEE**

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

11 **ARTICLE 3. SCOPE OF WORK**

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

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

18 **Names** **Functions**

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

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

6 **ARTICLE 4. TERM OF AGREEMENT**

7 This Agreement shall commence upon the effective date of this Agreement, and shall continue in
 8 full force and effect through February 28, 2020, unless earlier terminated as provided hereunder.

9 **ARTICLE 5. PAYMENT**

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

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

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

15
16
17
18
19
20 C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to
 21 the work actually completed by CONSULTANT. Percentage of work completed shall be documented in
 22 a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted
 23 by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by
 24 AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to
 25 make full payment for any task listed in paragraph B of this Article until such time as CONSULTANT has
 26 documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed all work required

1 under the task. AUTHORITY's payment in full for any task completed shall not constitute AUTHORITY's
2 final acceptance of CONSULTANT's work under such task; final acceptance shall occur only when
3 AUTHORITY's release of the retention described in paragraph D.

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

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

- 20 1. Agreement No. C-9-1163;
- 21 2. Specify the task number for which payment is being requested;
- 22 3. The time period covered by the invoice;
- 23 4. Total monthly invoice (including project-to-date cumulative invoice amount); and
24 retention;
- 25 5. Monthly Progress Report;
- 26 6. Weekly certified payroll for personnel subject to prevailing wage requirements;

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

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

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12 **ARTICLE 6. MAXIMUM OBLIGATION**

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

18 **ARTICLE 7. NOTICES**

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

23 /

24 /

25 /

26 /

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Bob Webb

Senior Contract Administrator

(714) 560 - 5743, rwebb@octa.net

ATTENTION: Lora Cross

Project Manager

(714) 560-

ARTICLE 8. INDEPENDENT CONTRACTOR

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

ARTICLE 9. INSURANCE

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

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

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

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

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

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

7 B. Proof of such coverage, in the form of a certificate of insurance, with the AUTHORITY, its
8 officers, directors, employees and agents, designated as additional insureds as required by contract. In
9 addition, provide an insurance policy blanket additional insured endorsement. Both documents must be
10 received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be
11 received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement. Such
12 insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the
13 AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies of all related
14 insurance policies.

15 C. CONSULTANT shall include on the face of the certificate of insurance the Agreement Number
16 C-9-1163; and, the Contract Administrator's Name, Bob Webb.

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

19 E. CONSULTANT shall be required to immediately notify AUTHORITY of any modifications or
20 cancellation of any required insurance policies.

21 **ARTICLE 10. ORDER OF PRECEDENCE**

22 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
23 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 9-1163; (3)
24 CONSULTANT's technical proposal dated , CONSULTANT's cost proposal dated , and (4) all other
25 documents, if any, cited herein or incorporated by reference.

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1 **ARTICLE 11. CHANGES**

2 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
3 make changes in the general scope of this Agreement, including, but not limited to, the services furnished
4 to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work suspension or
5 change causes an increase or decrease in the price of this Agreement or in the time required for its
6 performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its claim for
7 adjustment within ten (10) days after the change or work suspension is ordered, and an equitable
8 adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT from
9 proceeding immediately with the Agreement as changed.

10 **ARTICLE 12. DISPUTES**

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

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

22 **ARTICLE 13. TERMINATION**

23 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part,
24 by giving CONSULTANT written notice thereof. Upon said notice, AUTHORITY shall pay CONSULTANT
25 its allowable costs incurred to date of termination and those allowable costs determined by AUTHORITY

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1 to be reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further
2 claims against AUTHORITY under this Agreement.

3 B. In the event either Party defaults in the performance of any of their obligations under this
4 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
5 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon
6 receipt of such notice, CONSULTANT shall immediately cease work, unless the notice from AUTHORITY
7 provides otherwise. Upon receipt of the notice from AUTHORITY, CONSULTANT shall submit an invoice
8 for work and/or services performed prior to the date of termination. AUTHORITY shall pay
9 CONSULTANT for work and/or services satisfactorily provided to the date of termination in compliance
10 with this Agreement. Thereafter, CONSULTANT shall have no further claims against AUTHORITY under
11 this Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages for such
12 termination.

13 **ARTICLE 14. INDEMNIFICATION**

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

20 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

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

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

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

ARTICLE 17. FEDERAL, STATE AND LOCAL LAWS

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

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1 **ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY**

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

9 **ARTICLE 19. PROHIBITED INTERESTS**

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

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

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

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

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

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

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

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

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

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

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

4 A. In order to ensure the accuracy of the construction budget for the benefit of the public works
5 bidders and AUTHORITY's budget process, CONSULTANT shall accomplish the design services
6 required under this Agreement so as to permit the award of a contract, for the construction of the 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 will
15 exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these
16 limitations. Upon receipt of such information, AUTHORITY will review CONSULTANT's revised estimate
17 of construction cost. AUTHORITY may, if it determines that the estimated construction contract price is
18 so low that award of a construction contract not in excess of such estimate is improbable, authorize a
19 change in scope or materials as required to reduce the estimated construction cost to an amount within
20 the estimated construction contract price set forth by AUTHORITY, or AUTHORITY may adjust such
21 estimated construction contract price. When bids or proposals are not solicited or are unreasonably
22 delayed, AUTHORITY shall prepare an estimate of constructing the design submitted and such estimate
23 shall be used in lieu of bids or proposals to determine compliance within the funding limitation.

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

25 All design and engineering work furnished by CONSULTANT shall be performed by or under the
26 supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in the

1 State of California, by personnel who are careful, skilled, experienced and competent in their respective
2 trades or professions, who are professionally qualified to perform the work in accordance with the contract
3 documents and who shall assume professional responsibility for the accuracy and completeness of the
4 design documents and construction documents prepared or checked by them.

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

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

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

21 **ARTICLE 25. GENERAL WAGE RATES**

22 A. CONSULTANT warrants that all mechanics, laborers, journeypersons, workpersons,
23 craftspersons or apprentices employed by CONSULTANT or subcontractor at any tier for any work
24 hereunder, shall be paid unconditionally and not less often than once a week and without any subsequent
25 deduction or rebate on any account (except such payroll deductions as are permitted or required by
26 federal, state or local law, regulation or ordinance), the full amounts due at the time of payment, computed

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

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

17 **ARTICLE 26. CONTRACTOR PURCHASED EQUIPMENT**

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

24 B. CONSULTANT shall maintain an inventory record for each piece of equipment purchased
25 that will be paid for by the AUTHORITY. The inventory record shall include the date acquired, total cost,
26 serial number, model identification, and any other information or description necessary to identify said

1 equipment or supply. A copy of the inventory record shall be submitted to the AUTHORITY upon request.

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

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

10 **ARTICLE 27. FORCE MAJEURE**

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

18 **ARTICLE 28. CONFLICT OF INTEREST**

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

1 **ARTICLE 29. CODE OF CONDUCT**

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

5 **ARTICLE 30. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

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

10 **ARTICLE 31. HEALTH AND SAFETY REQUIREMENTS**

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-9-1163 to be executed as of the date of the last signature below.

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Darrell E. Johnson
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

James M. Donich
General Counsel

Date: _____

APPROVED:

By: _____

James G. Beil, P.E.
Executive Director, Capital Programs

Date: _____

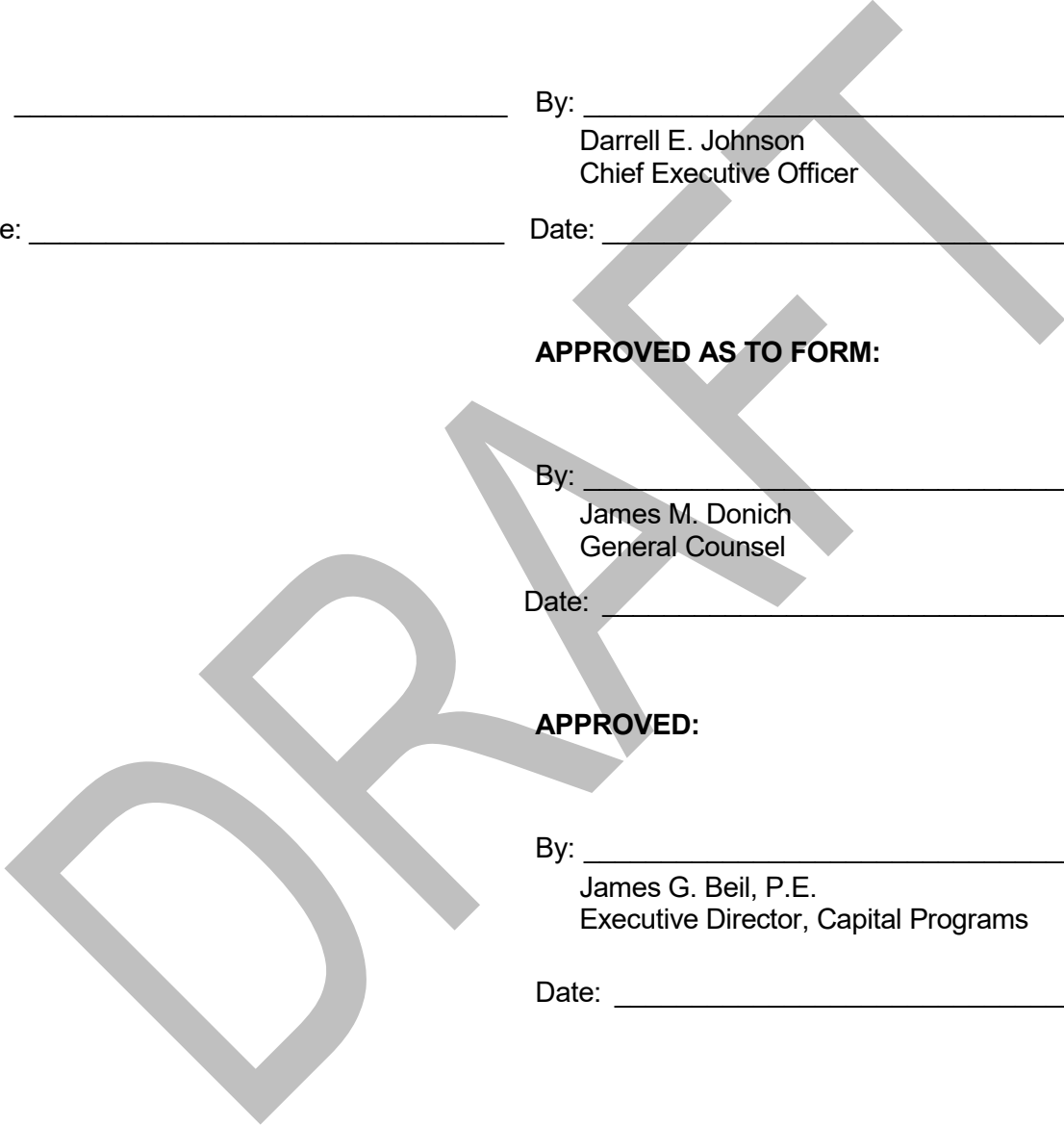


EXHIBIT C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

DRAFT

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

Tim Shaw, Chairman
Steve Jones, Vice Chairman
Lisa A. Bartlett, Director
Doug Chaffee, Director
Laurie Davies, Director
Barbara Delgleize, Director
Andrew Do, Director
Michael Hennessey, Director
Gene Hernandez, Director
Jose F. Moreno, Director
Joseph Muller, Director
Mark A. Murphy, Director
Richard Murphy, Director
Miguel Pulido, Director
Michelle Steel, Director
Donald P. Wagner, Director
Greg Winterbottom, Director

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS

DRAFT

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

DRAFT

EXHIBIT E: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS**PART I – GENERAL****1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS**

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

1.2 REGULATORY

- A. Injury/Illness Prevention Program
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP

shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

B. Substance Abuse Prevention Program

Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

C. Heat Illness Prevention Program

Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

D. Hazard Communication Program

Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

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

E. Storm Water Pollution Prevention Plan

The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:

1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of

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

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

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

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

1.5 PERSONAL PROTECTIVE EQUIPMENT

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

1.6 REFERENCES

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

END OF SECTION

**EXHIBIT F: CONSULTANT CERTIFICATION OF CONTRACT COSTS AND
FINANCIAL MANAGEMENT SYSTEM**

DRAFT

**EXHIBIT 10-J CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)*

Certification of Final Indirect Costs:

Consultant Firm Name: _____

Indirect Cost Rate: _____ Date of Proposal Preparation (mm/dd/yyyy): _____

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): _____

Contract Number: _____ Project Number: _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ _____ and the number of States in which the firm does business is _____.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

* Consultant Certification Signature: _____

Consultant Certifying (Print Name and Title):

Name: _____

Title: _____

Consultant Contact Information:

Email: _____

Phone number: _____

Date of Certification (mm/dd/yyyy): _____

*An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: *Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.*

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

DRAFT

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:

_____ _____



COMMITTEE TRANSMITTAL

May 13, 2019

To: Members of the Board of Directors

From: Laurena Weinert, Clerk of the Board

Subject: Amendment to Cooperative Agreement with the California Department of Transportation for the Interstate 5 Widening Project Between State Route 73 and Oso Parkway

Regional Planning and Highways Committee Meeting of May 6, 2019

Present: Directors Bartlett, Chaffee, Delgleize, Muller, M. Murphy, and R. Murphy

Absent: Director Pulido

Committee Vote

This item was passed by the Members present.

Committee Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 1 to Cooperative Agreement No. C-8-1960 between the Orange County Transportation Authority and the California Department of Transportation, to increase construction funding, in the amount of \$9,274,000, for construction of Segment 1 - Interstate 5 widening project between State Route 73 and Oso Parkway. This will increase the maximum obligation of the construction phase of the agreement to a total contract value of \$142,563,000.
- B. Authorize the use of up to \$6,433,000 in Highway Infrastructure Program funds for Segment 1 - Interstate 5 widening project between State Route 73 and Oso Parkway.
- C. Authorize the use of up to \$2,841,000 in Proposition 1B Trade Corridor Improvement Fund project deallocations from the State Route 91 project from Interstate 5 to State Route 57, Tustin Avenue/Rose Drive railroad grade separation, and Orangethorpe Avenue railroad grade separation to Segment 1 - Interstate 5 widening project between State Route 73 and Oso Parkway.



Committee Recommendations (Continued)

- D. Authorize staff to process all necessary amendments to the Federal Transportation Improvement Program and execute or amend all necessary agreements to facilitate the above recommendations.



May 6, 2019

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Amendment to Cooperative Agreement with the California Department of Transportation for the Interstate 5 Widening Project Between State Route 73 and Oso Parkway

Overview

On October 22, 2018, the Orange County Transportation Authority Board of Directors approved Cooperative Agreement No. C-8-1960 with the California Department of Transportation to implement the construction phase for the Interstate 5 widening project between State Route 73 and Oso Parkway. An amendment to the cooperative agreement is required to modify and increase construction capital funding based on the latest engineering cost estimate.

Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 1 to Cooperative Agreement No. C-8-1960 between the Orange County Transportation Authority and the California Department of Transportation, to increase construction funding, in the amount of \$9,274,000, for construction of Segment 1 – Interstate 5 widening project between State Route 73 and Oso Parkway. This will increase the maximum obligation of the construction phase of the agreement to a total contract value of \$142,563,000.
- B. Authorize the use of up to \$6,433,000 in Highway Infrastructure Program funds for Segment 1 – Interstate 5 widening project between State Route 73 and Oso Parkway.
- C. Authorize the use of up to \$2,841,000 in Proposition 1B Trade Corridor Improvement Fund project deallocations from the State Route 91 project from Interstate 5 to State Route 57, Tustin Avenue/Rose Drive railroad grade separation, and Orangethorpe Avenue railroad grade separation to Segment 1 – Interstate 5 widening project between State Route 73 and Oso Parkway.

Amendment to Cooperative Agreement with the California Department of Transportation for the Interstate 5 Widening Project Between State Route 73 and Oso Parkway **Page 2**

- D. Authorize staff to process all necessary amendments to the Federal Transportation Improvement Program and execute or amend all necessary agreements to facilitate the above recommendations.

Discussion

The Orange County Transportation Authority (OCTA), in partnership with the California Department of Transportation (Caltrans), is implementing the Interstate 5 (I-5) widening project between State Route 73 (SR-73) and El Toro Road (Project). The Project is part of Projects C and D in the Measure M2 (M2) freeway program and is being advanced through the updated Next 10 Delivery Plan approved by the OCTA Board of Directors (Board) in November 2017.

The Project will add general purpose lanes in each direction on I-5 between Avery Parkway and Alicia Parkway, extend the second high-occupancy vehicle lane from El Toro Road to Alicia Parkway in each direction, re-establish existing auxiliary lanes, and construct new auxiliary lanes at various locations. In addition, the Project will reconstruct the Avery Parkway and La Paz Road interchanges, improve several existing on- and off-ramps, and convert existing and proposed carpool lanes to continuous access.

Final design for Segments 1 and 3 is nearing completion, and Segment 2 construction will start soon. The three segments have the following Project limits:

- Segment 1 extends from SR-73 to south of Oso Parkway
- Segment 2 extends from south of Oso Parkway to south of Alicia Parkway
- Segment 3 extends from south of Alicia Parkway to El Toro Road

Bid documents for Segment 1 are being prepared for the construction contract which is expected to be advertised in mid-2019. The total construction capital funding for Segment 1 previously approved by the Board on October 22, 2018 is \$112,008,00, comprised of \$15,340,000 in Local Partnership Program funds, \$65,171,000 in State Transportation Improvement Program funds, \$26,991,000 in Proposition 1B Trade Corridor Improvement Fund (TCIF), and \$4,506,000 in M2 funds.

The current construction cost estimate was updated to \$121,282,000, based on bids that Caltrans received for recently advertised freeway improvement projects, including Segment 2 of the I-5 widening project from Oso Parkway to Alicia Parkway. The resultant cost increase is \$9,274,000, and is mostly due to the higher cost for overhead and materials, such as concrete, steel, asphalt, and

Amendment to Cooperative Agreement with the California Department of Transportation for the Interstate 5 Widening Project Between State Route 73 and Oso Parkway **Page 3**

aggregate base. The increase of \$9,274,000 in construction capital consists of \$6,433,000 in federal Highway Infrastructure Program (HIP) funds that were made available by the federal government for a one-time infusion on March 26, 2019, and \$2,841,000 in additional Proposition 1B TCIF, which were not able to be used for other OCTA projects. The use of these funding programs for Segment 1 is consistent with the Capital Programming Policies established by the Board and will help preserve M2 freeway program funds for future projects.

Fiscal Impact

Funding is included in OCTA's Fiscal Year 2018-19 Budget, Capital Programs Division, Account 0017-9084-FC102-06W, and is funded with a combination of federal, state, and local funds.

Summary

Staff requests Board approval for the Chief Executive Officer to negotiate and execute Amendment No. 1 to Cooperative Agreement No. C-8-1960 between OCTA and Caltrans, to increase construction funding, in the amount of \$9,274,000, for construction of Segment 1 – Interstate 5 widening project between State Route 73 and Oso Parkway. This will increase the maximum obligation of the construction phase of the agreement to a total contract value of \$142,563,000. With Board approval, the cost increase will be supported by using \$6,433,000 in HIP funds and \$2,841,000 in Proposition 1B TCIF.

Amendment to Cooperative Agreement with the California Department of Transportation for the Interstate 5 Widening Project Between State Route 73 and Oso Parkway **Page 4**

Attachments

- A. Capital Funding Program Report
- B. California Department of Transportation, Cooperative Agreement No. C-8-1960 Fact Sheet

Prepared by:



Hamid Torkamanha, P.E.
Project Manager
(714) 560-5436



Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623

Approved by:



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



Capital Funding Program Report

Pending Board of Directors (Board) Approval - May 13, 2019 State Highway Project

Project Title	M Code	Total Funding	State Funds		Federal Funds		Local Funds		
			STIP/Other	State Bonds	RSTP/CMAQ	Other Fed.	M1	M2	Local - Other
I-5 from SR-55 to SR-57, add one HOV lane each direction	A	\$39,052			\$33,743			\$5,309	
I-5 (I-405 to SR-55) capacity enhancement	B	\$33,000	\$12,628		\$15,372			\$5,000	
I-5 from SR-73 to El Toro Road landscaping/replacement planting	C	\$12,245	\$6,000					\$6,245	
I-5 widening (Alicia to El Toro) Segment 3	C	\$179,480	\$79,299		\$49,897			\$50,284	
I-5 widening (Oso to Alicia) Segment 2	C	\$205,695			\$47,676	\$7,921		\$150,098	
I-5 widening (SR-73 to Oso) Segment 1 ^{1,2}	C	\$213,267	\$91,977	\$29,832	\$28,167	\$6,433		\$56,858	
I-5 at Los Alisos / El Toro: add ramps	D	\$4,400			\$4,400				
SR-55 (I-5 to SR-91)	F	\$5,000			\$5,000				
SR-55 OC Central Corridor improvements from I-405 to I-5	F	\$340,932	\$80,000		\$103,805	\$46,800		\$110,327	
SR-57 Oranewood to Katella	G	\$2,500			\$2,500				
SR-57 truck climbing aux lane: Lambert - LA County Line	G	\$4,300	\$4,050					\$250	
SR-91 (SR-57 to SR-55) operational improvements	I	\$9,000			\$7,000			\$2,000	
I-405 from SR-73 to I-605 improvements	K	\$1,900,000	\$82,000	\$7,771	\$35,000	\$10,648		\$1,135,651	\$628,930
I-405 (I-5 to SR-55)	L	\$8,000			\$8,000				
I-405 s/b aux lane - University to Sand Canyon and Sand Canyon to SR-133	L	\$2,328	\$2,328						
I-605/ Katella interchange	M	\$1,824						\$1,824	
241/91 Express Lanes (HOT) connector		\$33,728							\$33,728
SR-74 widening, Calle Entradero-City/County line		\$42,694	\$5,513						\$37,181
SR-74 widening, City/County line to Antonio Parkway		\$40,905	\$10,000		\$5,285				\$25,620
State Highway Project Totals		\$3,078,350	\$373,795	\$37,603	\$345,845	\$71,802		\$1,523,846	\$725,459

State Funding Total	\$411,398
Federal Funding Total	\$417,647
Local Funding Total	\$2,249,305
Total Funding (000's)	\$3,078,350

State Highway Project Completed

Project Title	M Code	Total Funding	State Funds		Federal Funds		Local Funds		
			STIP/Other	State Bonds	RSTP/CMAQ	Other Fed.	M1	M2	Local - Other
I-5 HOV lane each direction s/o PCH to San Juan Creek Road	C	\$70,658		\$20,789	\$11,796			\$38,073	
I-5 HOV lanes from s/o Avenida Vista Hermosa to s/o PCH	C	\$71,100	\$46,779		\$13,472			\$10,849	
I-5 HOV lanes: s/o Avenida Pico to s/o Vista Hermosa	C	\$90,441	\$43,735		\$31,741	\$1,600		\$13,365	
I-5/SR-74 interchange improvements	D	\$80,300	\$48,683	\$24,109			\$2,500		\$5,008
I-5/SR-74 interchange landscaping/replacement planting	D	\$1,440	\$688			\$752			
SR- 57 n/b widening, Katella Avenue to Lincoln Avenue - landscaping	G	\$2,172						\$2,172	
SR- 57 n/b widening, SR-91 to Yorba Linda Boulevard - landscaping	G	\$946						\$946	
SR-57 n/b widening, Yorba Linda to Lambert Road - landscaping	G	\$1,193						\$1,193	
SR-91 w/b connect existing aux lanes, I-5 to SR-57	H	\$62,977		\$27,227				\$35,750	



Capital Funding Program Report

State Highway Project Completed

Project Title	M Code	Total Funding	State Funds		Federal Funds		Local Funds		
			STIP/Other	State Bonds	RSTP/CMAQ	Other Fed.	M1	M2	Local - Other
SR-91 w/b connecting existing aux lanes, I-5 to SR-57 - landscaping	H	\$2,290						\$2,290	
SR-91 w/b (SR-55 - Tustin interchange) improvements	I	\$43,753	\$15,753	\$14,000				\$14,000	
SR-91 e/b widening, SR-241 to SR-71	J	\$57,773				\$45,911		\$6,942	\$4,920
SR-91 w/b Routes 91/55 - e/o Weir replacement planting	J	\$2,898	\$2,898						
SR-91 widening, SR-55 to Gypsum Canyon (Weir/SR-241)	J	\$76,993	\$22,250	\$54,045				\$698	
SR-57 n/b widening, Katella Avenue to Lincoln Avenue	M1/G	\$35,827		\$24,127				\$11,700	
SR-57 n/b widening, SR-91 to Yorba Linda Boulevard	M1/G	\$51,354		\$39,475				\$11,879	
SR-57 n/b widening, Yorba Linda to Lambert Road	M1/G	\$52,871		\$41,250				\$11,621	
I-405/SR-22/I-605 HOV connector - landscaping		\$4,600			\$4,600				
I-5 at Jamboree off ramp and aux lane		\$8,485	\$8,485						
I-5 s/b at Oso Parkway exit lane and interchange improvement		\$22,872	\$22,773						\$99
SR-90 Imperial Hwy enhancement and mitigation planting		\$1,669	\$1,669						
HOV connectors from I-405 and I-605	M1	\$173,091		\$135,430	\$14,787		\$16,200		\$6,674
HOV connectors from SR-22 to I-405	M1	\$115,878			\$64,375	\$49,625	\$1,878		
State Highway Project Totals		\$1,031,581	\$213,713	\$380,452	\$140,771	\$97,888	\$20,578	\$161,478	\$16,701
State Funding Total		\$594,165							
Federal Funding Total		\$238,659							
Local Funding Total		\$198,757							
Total Funding (000's)		\$1,031,581							

Board Action:

1. Authorize the use of up to \$2.841 million in Proposition 1B Trade Corridor Improvement Fund project deallocations from the State Route 91 Auxiliary Lane from Interstate 5 to State Route 57, Tustin Avenue/Rose Drive Grade Separation, and Orangethorpe Avenue Grade Separation to the Interstate 5 Improvement Project from State Route 73 to Oso Parkway Project.

2. Authorize the use of up to \$6.433 million in Highway Infrastructure Program funds for the Interstate 5 Improvement Project from State Route 73 to Oso Parkway Project.

Acronyms

Aux - Auxilliary
 CMAQ - Congestion Mitigation Air Quality Improvement Program
 FY - Fiscal Year
 HOT - High-Occupancy Toll
 HOV - High-Occupancy Vehicle
 Hwy - Highway
 I-405 - Interstate 405
 I-5 - Interstate 5
 I-605 - Interstate 605
 LA - Los Angeles
 M1 - Measure M1
 M2 - Measure M2
 N/B - Northbound
 OC - Orange County
 OCTA - Orange County Transportation Authority

PCH - Pacific Coast Highway
 RSTP - Regional Surface Transportation Program
 S/O - South of
 S/B - Southbound
 SR-133 - State Route 133
 SR-241 - State Route 241
 SR-55 - State Route 55
 SR-57 - State Route 57
 SR-71 - State Route 71
 SR-73 - State Route 73
 SR-74 - State Route 74
 SR-90 - State Route 90
 SR-91 - State Route 91
 SS - Southside
 STIP - State Transportation Improvement Program
 W/B - Westbound

**California Department of Transportation
Cooperative Agreement No. C-8-1960 Fact Sheet**

1. October 22, 2018, Cooperative Agreement No. C-8-1960, \$133,289,000, approved by the Board of Directors (Board).
 - To define the roles and responsibilities of the California Department of Transportation (Caltrans) and Orange County Transportation Authority for the Interstate 5 widening project between State Route 73 and Oso Parkway.
 - Total construction capital approved \$112,008,000.

2. May 13, 2019, Amendment No. 1 to Cooperative Agreement No. C-8-1960, \$9,274,000, pending Board approval.
 - To increase construction funding, in the amount of \$9,274,000, to account for increase in construction costs.

Total committed to Caltrans after approval of Amendment No. 1 to Cooperative Agreement No. C-8-1960: \$142,563,000.



COMMITTEE TRANSMITTAL

May 13, 2019

To: Members of the Board of Directors
From: *RW*
Laurena Weinert, Clerk of the Board
Subject: Capital Programs Division – Third Quarter Fiscal Year 2018-19
Capital Action Plan Performance Metrics

Executive Committee Meeting of May 6, 2019

Present: Chairman Shaw, Vice Chairman Jones, and Directors Bartlett,
Do, Hennessey, and M. Murphy
Absent: Director Davies

Committee Vote

Following the discussion, no action was taken on this receive and file information item.

Staff Recommendation

Receive and file as an information item.



May 6, 2019

To: Executive Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Capital Programs Division - Third Quarter Fiscal Year 2018-19
Capital Action Plan Performance Metrics

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

Overview

The Orange County Transportation Authority's Strategic Plan key strategies and objectives to achieve the goals for Mobility and Stewardship include delivery of all Capital Action Plan projects on time and within budget. The Capital Action Plan is used to create a performance metric to assess capital project delivery progress on highway, grade separation, rail, and facility projects. This report provides an update on the Capital Action Plan delivery and performance metrics.

Recommendation

Receive and file as an information item.

Background

The Orange County Transportation Authority (OCTA) Capital Programs Division is responsible for project development and delivery of highway, grade separation, rail, and facility projects from the beginning of the environmental approval phase through construction completion. Project delivery commitments reflect defined project scope, costs, and schedules. Project delivery commitments shown in the Capital Action Plan (CAP) are key strategies and objectives to achieve the Strategic Plan goals for Mobility and Stewardship.

This report is a quarterly update on the CAP performance metrics, which are a snapshot of the planned CAP project delivery milestones in the budget fiscal year (FY).

Discussion

The Capital Programs Division objective is to deliver projects on schedule and within the approved project budget. Key project cost and schedule commitments

are captured in the CAP, which is regularly updated with new projects and project status (Attachment A). The CAP is categorized into four key project groupings; freeway projects, grade separation projects, rail and station projects, and facility projects. Schedule milestones are used as performance indicators of progress in project delivery. The CAP performance metrics provides a FY snapshot of the milestones targeted for delivery in the budget FY, and provides transparency and performance measurement of capital project delivery.

The CAP project costs represent the total cost of the project across all phases of project delivery, including support costs, and right-of-way (ROW) and construction capital costs. Baseline costs, if established, are shown in comparison to either the actual or forecast cost. Baseline costs may be shown as to-be-determined (TBD) if project scoping studies and estimates have not been developed or approved, and may be updated as project delivery progresses and milestones are achieved. Projects identified in the Orange County local transportation sales tax Measure M2 (M2) are identified with the corresponding M2 project letter. The CAP status update is also included in the M2 Quarterly Report.

The CAP summarizes the very complex capital project critical path delivery schedules into eight key milestones.

Begin Environmental	The date work on the environmental clearance, project report, or preliminary engineering phase begins.
Complete Environmental	The date environmental clearance and project approval is achieved.
Begin Design	The date final design work begins, or the date when a design-build contract begins.
Complete Design	The date final design work is 100 percent complete and approved.
Construction Ready	The date contract bid documents are ready for advertisement, including certification of ROW, all agreements executed, and contract constraints cleared.
Advertise for Construction	The date a construction contract is advertised for bids.
Award Contract	The date the construction contract is awarded.

Construction Complete

The date all construction work is completed, and the project is open to public use.

These delivery milestones reflect progression across the project delivery phases shown below.



Project schedules reflect approved milestone dates in comparison to forecast or actual milestone dates. Milestone dates may be shown as TBD if project scoping or approval documents have not been finalized and approved, or if the delivery schedule has not been negotiated with the agency or consultant implementing the specific phase of a project. Planned milestone dates can be revised to reflect new dates from approved baseline schedule changes. On a monthly basis, actual dates are updated when milestones are achieved, and forecast dates are updated to reflect project delivery status.

CAP milestones achieved in the third quarter FY 2018-19 include:

Freeway Projects

- The complete environmental milestone for the northbound State Route 57 widening from Orangewood Avenue to Katella Avenue was achieved. This project will be temporarily shelved because funding for the subsequent final design and ROW phases is currently planned beyond 2026, as reflected in the 2018 Next 10 Delivery Plan adopted by the OCTA Board of Directors (Board) on September 10, 2018.
- The award contract milestone for construction of the Interstate 5 (I-5) widening from Oso Parkway to Alicia Parkway was achieved on March 5, 2019. This is the middle of three segments of I-5 widening between State Route 73 and El Toro Road, and the first to move into the construction phase. The California Department of Transportation awarded the \$129.77 million contract to Flatiron West, Inc., of Chino, California. Construction will begin in late April or early May 2019 and is planned to be completed in the fourth quarter of 2023.

Rail and Station Projects

- The award contract milestone for construction of the San Juan Capistrano Railroad Passing Siding project was achieved on January 14, 2019.

The OCTA Board awarded the \$16.95 million contract to Reyes Construction, Inc., of Pomona, California. Construction will begin in May 2019 and is planned to be completed in the first quarter of 2021.

- Construction of the Orange Metrolink Station Parking Structure is complete, and the parking structure opened for public use on February 19, 2019. Final construction contract closeout activities are underway.

The following CAP milestone missed the planned delivery through the third quarter of FY 2018-19:

The Fullerton Transportation Center Elevator Upgrade construction project administered by the City of Fullerton incurred additional contractor delays and failed to meet a forecast completion timeline in late February 2019. State inspection of the elevator was completed in mid-April 2019, and the final punch list and completion activities are scheduled to take place in late April and early May 2019.

As previously reported, the construction ready and advertise construction contract milestones for the Placentia Metrolink Station will not be achieved this FY and are being re-scheduled in FY 2019-20.

Recap of Third Quarter FY 2018-19 Performance Metrics

The performance metrics snapshot provided at the beginning of FY 2018-19 reflects 25 planned major project delivery milestones to be accomplished, 18 of which were planned to be accomplished through the third quarter of the FY. The CAP and performance metrics have been updated to reflect both milestones achieved and missed through the third quarter of the FY (Attachment B). Fifteen of the 18 (83.3 percent) planned milestones were achieved.

FY 2018-19 Cost and Performance Metric Risk Look Ahead

There is continued risk of construction cost increases due to construction market changes. Unit cost bid pricing from the recent construction bids received for the I-5 widening from Oso Parkway to Alicia Parkway is being used to assess and update construction cost estimates for projects in the final design phase.

The construction cost estimate for the I-5 widening between State Route 73 and Oso Parkway was increased by \$9,274,000, to \$121,282,000 (8.3 percent). Advertisement for construction bids is planned in mid-2019.

The I-5 widening between Alicia Parkway and El Toro Road is also at risk for cost increase and schedule delays. The final design and cost estimates are underway and scheduled for completion in the fourth quarter of the FY. Cost risks are primarily driven by market changes. Schedule risks include obtaining final possession of required ROW for construction, and ongoing negotiations with the State of California Department of Fish and Wildlife (DFW). DFW, during review of the final design as part of the Notification of Streambed Alteration for I-5 bridge widening work over Aliso Creek, is requiring an assessment and installation of a fish passage system for southern steelhead trout, which may exist downstream of the I-5 crossing. Additional modifications to the streambed will require studies, reviews, and approvals by multiple regulating agencies.

The Placentia Metrolink Station continues to be delayed while awaiting final approvals by BNSF. BNSF approvals are required for leasing of BNSF ROW by the City of Placentia and finalization of the construction and maintenance (C&M) agreement with BNSF. BNSF and Metrolink have agreed to a 180-day path forward plan to negotiate new terms for Metrolink's shared use of BNSF-owned and operated railroad, along with new liability and indemnifications terms. In parallel, BNSF has agreed to finalize the station engineering approvals, negotiate the draft C&M agreement, and begin processing the draft lease agreement. The goal is to have all agreements between OCTA, City of Placentia, Metrolink, and BNSF ready to be executed in 180 days. Concurrently with this effort, OCTA will update the project cost estimate to reflect current market pricing and inclusion of costs being negotiated in the C&M agreement. Staff will seek OCTA Board approval of required funding revisions prior to release of an invitation for bids for construction planned now in January 2020.

Summary

Capital project delivery continues to progress and has been reflected in the CAP. The planned FY 2018-19 performance metrics created from forecast project schedules will be used as a general project delivery performance indicator. Staff will continue to manage project costs and schedules across all project phases to meet project delivery commitments and report quarterly.

Attachments

- A. Capital Action Plan, Status Through March 2019
- B. Capital Programs Division, Fiscal Year 2018-19 Performance Metrics Through March 2019

Prepared by:

















A handwritten signature in blue ink, appearing to read "James G. Beil".

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

Capital Action Plan

Status Through Mar 2019















Updated: April 18, 2019

Capital Projects	Cost	Schedule							
	Baseline/Forecast	Plan/Forecast							
	(millions)	Begin Environmental	Complete Environmental	Begin Design	Complete Design	Construction Ready	Advertise Construction	Award Contract	Complete Construction
Freeway Projects:									
 I-5, Pico to Vista Hermosa	\$113.0	Jun-09	Dec-11	Jun-11	Oct-13	Feb-14	Oct-14	Dec-14	Aug-18
Project C	\$83.0	Jun-09	Oct-11	Jun-11	Oct-13	May-14	Sep-14	Dec-14	Aug-18
 I-5, Vista Hermosa to Pacific Coast Highway	\$75.6	Jun-09	Dec-11	Jun-11	Feb-13	Jun-13	Oct-13	Dec-13	Mar-17
Project C	\$73.9	Jun-09	Oct-11	Jun-11	May-13	Aug-13	Feb-14	Jun-14	Jul-17
 I-5, Pacific Coast Highway to San Juan Creek Road	\$70.7	Jun-09	Dec-11	Jun-11	Jan-13	May-13	Aug-13	Oct-13	Sep-16
Project C Cost/Schedule Risk	\$75.5	Jun-09	Oct-11	Jun-11	Jan-13	Apr-13	Aug-13	Dec-13	Jul-18
 I-5, I-5/Ortega Interchange	\$90.9	Sep-05	Jun-09	Jan-09	Nov-11	Mar-12	Jun-12	Aug-12	Sep-15
Project D	\$75.2	Sep-05	Jun-09	Jan-09	Dec-11	Apr-12	Jun-12	Aug-12	Jan-16
 I-5, I-5/Ortega Interchange (Landscape)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Project D	N/A	N/A	N/A	Jan-14	Oct-14	Feb-15	Aug-15	Sep-15	Sep-16
 I-5, SR-73 to Oso Parkway	\$151.9	Sep-11	Jun-14	Mar-15	Jan-18	May-18	Aug-18	Dec-18	Jan-24
Project C & D Cost/Schedule Risk	\$196.1	Oct-11	May-14	Mar-15	Aug-18	May-19	Aug-19	Dec-19	Feb-25
 I-5, Oso Parkway to Alicia Parkway	\$196.2	Sep-11	Jun-14	Nov-14	Jun-17	Dec-17	Feb-18	Jun-18	Feb-23
Project C & D Cost/Schedule Risk	\$203.1	Oct-11	May-14	Nov-14	Dec-17	Jun-18	Nov-18	Mar-19	Nov-23
 I-5, Alicia Parkway to El Toro Road	\$133.6	Sep-11	Jun-14	Mar-15	Jun-18	Dec-18	Jan-19	May-19	Jun-23
Project C Cost/Schedule Risk	\$164.2	Oct-11	May-14	Mar-15	Apr-19	Nov-19	Mar-20	Jun-20	Jul-24
 I-5, SR-73 to El Toro Road (Landscape)	TBD	N/A	N/A	TBD	TBD	TBD	TBD	TBD	TBD
Project C	\$12.4	N/A	N/A	Jan-22	Sep-23	Jan-24	Mar-24	Jun-24	Dec-25
 I-5, I-5/El Toro Road Interchange	TBD	Apr-17	Nov-19	TBD	TBD	TBD	TBD	TBD	TBD
Project D	TBD	Apr-17	Nov-19	TBD	TBD	TBD	TBD	TBD	TBD
 I-5, I-405 to SR-55	TBD	May-14	Aug-18	TBD	TBD	TBD	TBD	TBD	TBD
Project B	TBD	May-14	Aug-19	TBD	TBD	TBD	TBD	TBD	TBD
 I-5, SR-55 to SR-57	\$38.1	Jul-11	Jun-13	Jun-15	Mar-17	Jul-17	Sep-17	Dec-17	Apr-21
Project A	\$41.5	Jun-11	Apr-15	Jun-15	Jun-17	Dec-17	Mar-18	Nov-18	Apr-21
 SR-55, I-405 to I-5	\$410.9	Feb-11	Nov-13	Sep-17	Apr-20	Dec-20	Apr-21	Jul-21	Aug-25
Project F Cost/Schedule Risk	\$410.9	May-11	Aug-17	Sep-17	Apr-20	Dec-20	Apr-21	Jul-21	Aug-25
 SR-55, I-5 to SR-91	TBD	Dec-16	Jan-20	TBD	TBD	TBD	TBD	TBD	TBD
Project F	TBD	Dec-16	Jan-20	TBD	TBD	TBD	TBD	TBD	TBD
 SR-57 Northbound (NB), Orangewood Avenue to Katella Avenue	TBD	Apr-16	Dec-18	TBD	TBD	TBD	TBD	TBD	TBD
Project G	TBD	Apr-16	Mar-19	TBD	TBD	TBD	TBD	TBD	TBD
 SR-57 (NB), Katella Avenue to Lincoln Avenue	\$78.7	Apr-08	Jul-09	Jul-08	Nov-10	Mar-11	May-11	Aug-11	Sep-14
Project G	\$38.0	Apr-08	Nov-09	Aug-08	Dec-10	Apr-11	Jul-11	Oct-11	Apr-15

Capital Action Plan

Status Through Mar 2019

Updated: April 18, 2019

Capital Projects	Cost	Schedule							
	Baseline/Forecast	Plan/Forecast							
	(millions)	Begin Environmental	Complete Environmental	Begin Design	Complete Design	Construction Ready	Advertise Construction	Award Contract	Complete Construction
 SR-57 (NB), Katella Avenue to Lincoln Avenue (Landscape) Project G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	May-09	Jul-10	Jun-17	Jul-17	Sep-17	Jun-18
 SR-57 (NB), Orangethorpe Avenue to Yorba Linda Boulevard Project G	\$80.2	Aug-05	Dec-07	Feb-08	Dec-09	Apr-10	Jun-10	Oct-10	May-14
	\$52.3	Aug-05	Dec-07	Feb-08	Jul-09	Dec-09	May-10	Oct-10	Nov-14
 SR-57 (NB), Yorba Linda Boulevard to Lambert Road Project G	\$79.3	Aug-05	Dec-07	Feb-08	Dec-09	Apr-10	Jun-10	Oct-10	Sep-14
	\$54.1	Aug-05	Dec-07	Feb-08	Jul-09	Mar-10	May-10	Oct-10	May-14
 SR-57 (NB), Orangethorpe Avenue to Lambert Road (Landscape) Project G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	Oct-14	Aug-17	Dec-17	Jan-18	Feb-18	Apr-19
 SR-57 (NB), Lambert Road to Tonner Canyon Project G	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	TBD	Jul-20	Jan-23	TBD	TBD	TBD	TBD	TBD	TBD
 SR-91 Westbound (WB), I-5 to SR-57 Project H	\$78.1	Jul-07	Apr-10	Oct-09	Feb-12	Jul-12	Aug-12	Nov-12	Apr-16
	\$59.2	Jul-07	Jun-10	Mar-10	Apr-12	Aug-12	Oct-12	Jan-13	Jun-16
 SR-91 Westbound (WB), I-5 to SR-57 (Landscape) Project H	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	Nov-14	Aug-16	Dec-16	Feb-17	Mar-17	Nov-17
 SR-91, SR-57 to SR-55 Project I	TBD	Jan-15	Oct-18	TBD	TBD	TBD	TBD	TBD	TBD
	TBD	Jan-15	Jan-20	TBD	TBD	TBD	TBD	TBD	TBD
 SR-91 (WB), Tustin Interchange to SR-55 Project I	\$49.9	Jul-08	Jul-11	Jul-11	Mar-13	Jul-13	Aug-13	Oct-13	Jul-16
	\$42.5	Jul-08	May-11	Jun-11	Feb-13	Apr-13	Jun-13	Oct-13	Jul-16
 SR-91, SR-55 to SR-241 Project J	\$128.4	Jul-07	Jul-09	Jun-09	Jan-11	Apr-11	Jun-11	Sep-11	Dec-12
	\$79.7	Jul-07	Apr-09	Apr-09	Aug-10	Dec-10	Feb-11	May-11	Mar-13
 SR-91, SR-55 to SR-241 (Landscape) Project J	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	May-12	Feb-13	Apr-13	Jul-13	Oct-13	Feb-15
 SR-91 Eastbound, SR-241 to SR-71 Project J	\$104.5	Mar-05	Dec-07	Jul-07	Dec-08	Mar-09	May-09	Jul-09	Nov-10
	\$57.8	Mar-05	Dec-07	Jul-07	Dec-08	May-09	Jun-09	Aug-09	Jan-11
91 Express Lanes to SR-241 Toll Connector	TBD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	TBD	Nov-13	TBD	Dec-16	TBD	TBD	TBD	TBD	TBD
 I-405, I-5 to SR-55 Project L	TBD	Dec-14	Jul-18	TBD	TBD	TBD	TBD	TBD	TBD
	TBD	Dec-14	Aug-18	TBD	TBD	TBD	TBD	TBD	TBD
 I-405, SR-55 to I-605 (Design-Build) Project K	\$1,900.0	Mar-09	Mar-13	Mar-14	Nov-15	Feb-16	Mar-16	Nov-16	May-23
	\$1,900.0	Mar-09	May-15	Mar-14	Nov-15	Feb-16	Mar-16	Nov-16	May-23
I-405/SR-22 HOV Connector	\$195.9	N/A	N/A	Sep-07	Sep-09	Mar-10	May-10	Aug-10	Aug-14
	\$120.6	N/A	N/A	Sep-07	Jun-09	Sep-09	Feb-10	Jun-10	Mar-15

Capital Action Plan

Status Through Mar 2019

Updated: April 18, 2019

Capital Projects	Cost	Schedule							
	Baseline/Forecast	Plan/Forecast							
	(millions)	Begin Environmental	Complete Environmental	Begin Design	Complete Design	Construction Ready	Advertise Construction	Award Contract	Complete Construction
I-405/I-605 HOV Connector	\$260.4	N/A	N/A	Sep-07	Sep-09	Mar-10	May-10	Oct-10	Jan-15
	\$172.6	N/A	N/A	Sep-07	Sep-09	Feb-10	May-10	Oct-10	Mar-15
I-405/SR-22/I-605 HOV Connector (Landscape)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	Jun-08	May-09	Feb-16	May-16	Jul-16	Feb-18
I-605, I-605/Katella Interchange	TBD	Aug-16	Nov-18	TBD	TBD	TBD	TBD	TBD	TBD
Project M	TBD	Aug-16	Oct-18	TBD	TBD	TBD	TBD	TBD	TBD
Grade Separation Projects:									
Sand Canyon Avenue Railroad Grade Separation	\$55.6	N/A	Sep-03	Jan-04	Jul-10	Jul-10	Oct-10	Feb-11	May-14
	Project R	\$61.9	N/A	Sep-03	Jan-04	Jul-10	Jul-10	Oct-10	Feb-11
Raymond Avenue Railroad Grade Separation	\$77.2	Feb-09	Nov-09	Mar-10	Aug-12	Nov-12	Feb-13	May-13	Aug-18
	Project O	\$125.1	Feb-09	Nov-09	Mar-10	Dec-12	Jul-13	Oct-13	Feb-14
State College Boulevard Railroad Grade Separation (Fullerton)	\$73.6	Dec-08	Jan-11	Jul-06	Aug-12	Nov-12	Feb-13	May-13	May-18
	Project O	\$100.3	Dec-08	Apr-11	Jul-06	Feb-13	May-13	Sep-13	Feb-14
Placentia Avenue Railroad Grade Separation	\$78.2	Jan-01	May-01	Jan-09	Mar-10	May-10	Mar-11	Jun-11	Nov-14
	Project O	\$64.5	Jan-01	May-01	Jan-09	Jun-10	Jan-11	Mar-11	Jul-11
Kraemer Boulevard Railroad Grade Separation	\$70.4	Jan-01	Sep-09	Jan-09	Jul-10	Jul-10	Apr-11	Aug-11	Oct-14
	Project O	\$63.8	Jan-01	Sep-09	Feb-09	Jul-10	Jan-11	Jun-11	Sep-11
Orangethorpe Avenue Railroad Grade Separation	\$117.4	Jan-01	Sep-09	Feb-09	Dec-11	Dec-11	Feb-12	May-12	Sep-16
	Project O	\$108.6	Jan-01	Sep-09	Feb-09	Oct-11	Apr-12	Sep-12	Jan-13
Tustin Avenue/Rose Drive Railroad Grade Separation	\$103.0	Jan-01	Sep-09	Feb-09	Dec-11	Mar-12	May-12	Aug-12	May-16
	Project O	\$98.3	Jan-01	Sep-09	Feb-09	Jul-11	Jun-12	Oct-12	Feb-13
Lakeview Avenue Railroad Grade Separation	\$70.2	Jan-01	Sep-09	Feb-09	Oct-11	Oct-12	Feb-13	May-13	Mar-17
	Project O	\$110.6	Jan-01	Sep-09	Feb-09	Jan-13	Apr-13	Sep-13	Nov-13
17th Street Railroad Grade Separation	TBD	Oct-14	Jun-16	TBD	TBD	TBD	TBD	TBD	TBD
	Project R	TBD	Oct-14	Nov-17	TBD	TBD	TBD	TBD	TBD
Rail and Station Projects:									
Rail-Highway Grade Crossing Safety Enhancement	\$94.4	Jan-08	Oct-08	Jan-08	Sep-08	Sep-08	Sep-08	Aug-09	Dec-11
	Project R	\$90.4	Jan-08	Oct-08	Jan-08	Sep-08	Sep-08	Sep-08	Aug-09
San Clemente Beach Trail Safety Enhancements	\$6.0	Sep-10	Jul-11	Feb-12	Apr-12	Apr-12	Jul-12	Oct-12	Jan-14
	Project R	\$5.0	Sep-10	Jul-11	Feb-12	Jun-12	Jun-12	Oct-12	May-13
San Juan Capistrano Passing Siding	\$25.3	Aug-11	Jan-13	Mar-15	May-16	May-16	Aug-16	Dec-16	Feb-21
	Cost/Schedule Risk	\$34.1	Aug-11	Mar-14	Mar-15	Aug-18	Aug-18	Aug-18	Mar-19

Capital Action Plan

Status Through Mar 2019

Updated: April 18, 2019

Capital Projects	Cost	Schedule							
	Baseline/Forecast	Plan/Forecast							
	(millions)	Begin Environmental	Complete Environmental	Begin Design	Complete Design	Construction Ready	Advertise Construction	Award Contract	Complete Construction
OC Streetcar	\$424.4	Aug-09	Mar-12	Feb-16	Sep-17	Oct-17	Dec-17	Aug-18	Dec-21
Project S Cost/Schedule Risk	\$424.4	Aug-09	Mar-15	Feb-16	Nov-17	Dec-17	Dec-17	Sep-18	Feb-22
Placentia Metrolink Station and Parking Structure	\$34.8	Jan-03	May-07	Oct-08	Jan-11	TBD	TBD	TBD	TBD
Project R Cost/Schedule Risk	\$34.8	Jan-03	May-07	Oct-08	Feb-11	Jan-20	Jan-20	May-20	Dec-21
Anaheim Canyon Station	\$27.9	Jan-16	Dec-16	Mar-19	May-19	May-19	Jul-19	Nov-19	Mar-21
	\$29.9	Jan-16	Jun-17	Mar-18	Aug-19	Aug-19	Oct-19	Feb-20	May-21
Orange Station Parking Expansion	\$33.2	Dec-09	Dec-12	Nov-10	Apr-13	Jul-16	Jul-16	Nov-16	Feb-19
	\$32.3	Dec-09	May-16	Nov-10	Apr-16	Jul-16	Jul-16	Jun-17	Feb-19
Fullerton Transportation Center - Elevator Upgrades	\$3.5	N/A	N/A	Jan-12	Dec-13	Dec-13	Jun-14	Sep-14	Mar-17
Cost/Schedule Risk	\$4.6	N/A	N/A	Jan-12	Dec-13	Dec-13	Aug-14	Apr-15	May-19
Laguna Niguel/Mission Viejo Station ADA Ramps	\$3.5	Jul-13	Jan-14	Jul-13	Aug-14	Aug-14	Sep-14	Jan-15	Apr-17
	\$5.2	Jul-13	Feb-14	Jul-13	Jul-15	Jul-15	Jul-15	Oct-15	Sep-17
Anaheim Regional Transportation Intermodal Center	\$227.4	Apr-09	Feb-11	Jun-09	Feb-12	Feb-12	May-12	Jul-12	Nov-14
Project R & T	\$232.2	Apr-09	Feb-12	Jun-09	May-12	May-12	May-12	Sep-12	Dec-14

Note: Costs associated with landscape projects are included in respective freeway projects.

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

Begin Environmental: The date work on the environmental clearance, project report, or preliminary engineering phase begins.

Complete Environmental: The date environmental clearance and project approval is achieved.

Begin Design: The date final design work begins, or the date when a design-build contract begins.

Complete Design: The date final design work is 100 percent complete and approved.

Construction Ready: The date contract bid documents are ready for advertisement, including certification of right-of-way, all agreements executed, contract constraints are cleared.

Advertise for Construction: The date a construction contract is both funded and advertised for bids.

Award Contract: The date the construction contract is awarded.

Construction Complete: The date all construction work is completed and the project is open to public use.

Acronyms

- I-5 - Santa Ana Freeway (Interstate 5)
- SR-73 - San Joaquin Freeway (State Route 73)
- SR-55 - Costa Mesa Freeway (State Route 55)
- SR-57 - Orange Freeway (State Route 57)
- SR-91 - Riverside Freeway (State Route 91)
- SR-22 - Garden Grove Freeway (State Route 22)
- I-405 - San Diego Freeway (Interstate 405)
- SR-241 - Foothill/Eastern Transportation Corridor (State Route 241)
- I-605 - San Gabriel River Freeway (Interstate 605)
- SR-71 - Corona Expressway (State Route 71)
- ADA - Americans with Disabilities Act

Capital Programs Division Fiscal Year 2018-19 Performance Metrics Through March 2019

Begin Environmental

Project Description	FY 19 Qtr 1		FY 19 Qtr 2		FY 19 Qtr 3		FY 19 Qtr 4		FY 19
	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst
No "Begin Environmental" milestones scheduled for FY 2018-19									
Total Forecast/Actual	0	0	0	0	0	0	0	0	0

Complete Environmental

Project Description	FY 19 Qtr 1		FY 19 Qtr 2		FY 19 Qtr 3		FY 19 Qtr 4		FY 19
	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst
I-405, I-5 to SR-55	X	✓							
I-605/Katella Interchange			X	✓					
SR-57 (Northbound), Orangewood Avenue to Katella Avenue					X	✓			
I-5, I-405 to SR-55							X		
Total Forecast/Actual	1	1	1	1	1	1	1	0	4

Begin Design

Project Description	FY 19 Qtr 1		FY 19 Qtr 2		FY 19 Qtr 3		FY 19 Qtr 4		FY 19
	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst
No "Begin Design" milestones scheduled for FY 2018-19									
Total Forecast/Actual	0	0	0	0	0	0	0	0	0

Complete Design

Project Description	FY 19 Qtr 1		FY 19 Qtr 2		FY 19 Qtr 3		FY 19 Qtr 4		FY 19
	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst
San Juan Capistrano Passing Siding	X	✓							
I-5, SR-73 to Oso Parkway	X	✓							
I-5, Alicia Parkway to El Toro Road							X		
Anaheim Canyon Metrolink Station							X		
Total Forecast/Actual	2	2	0	0	0	0	2	0	4

Construction Ready

Project Description	FY 19 Qtr 1		FY 19 Qtr 2		FY 19 Qtr 3		FY 19 Qtr 4		FY 19
	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst
San Juan Capistrano Passing Siding	X	✓							
Placentia Metrolink Station and Parking Structure					X				
Anaheim Canyon Metrolink Station							X		
I-5, SR-73 to Oso Parkway							X		
Total Forecast/Actual	1	1	0	0	1	0	2	0	4

Advertise Construction

Project Description	FY 19 Qtr 1		FY 19 Qtr 2		FY 19 Qtr 3		FY 19 Qtr 4		FY 19
	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst
San Juan Capistrano Passing Siding	X	✓							
I-5, Oso Parkway to Alicia Parkway			X	✓					
Placentia Metrolink Station and Parking Structure					X				
Total Forecast/Actual	1	1	1	1	1	0	0	0	3

Capital Programs Division Fiscal Year 2018-19 Performance Metrics Through March 2019

Award Contract

Project Description	FY 19 Qtr 1		FY 19 Qtr 2		FY 19 Qtr 3		FY 19 Qtr 4		FY 19
	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst
OC Streetcar	X	✔							
I-5, SR-55 to SR-57			X	✔					
I-5, Oso Parkway to Alicia Parkway					X	✔			
San Juan Capistrano Passing Siding					X	✔			
Placentia Metrolink Station and Parking Structure							X		
Total Forecast/Actual	1	1	1	1	2	2	1	0	5

Complete Construction

Project Description	FY 19 Qtr 1		FY 19 Qtr 2		FY 19 Qtr 3		FY 19 Qtr 4		FY 19
	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst
I-5, Pico to Vista Hermosa	X	✔							
I-5, Pacific Coast Highway to San Juan Creek Road	X	✔							
Fullerton Transportation Center Elevator Upgrades			X						
Orange Metrolink Station Parking Structure					X	✔			
SR-57 (Northbound), Orangethorpe Avenue to Lambert Road Landscape							X		
Total Forecast/Actual	2	2	1	0	1	1	1	0	5

Totals	8	8	4	3	6	4	7	0	25
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Begin Environmental: The date work on the environmental clearance, project report, or preliminary engineering phase begins.

Complete Environmental: The date environmental clearance and project approval is achieved.

Begin Design: The date final design work begins or the date when a design-build contract begins.

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Construction Ready: The date contract bid documents are ready for advertisement, right-of-way certified, all agreements executed, and contract constraints are cleared.

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Acronyms

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SR-73 - San Joaquin Freeway (State Route 73)

SR-55 - Costa Mesa Freeway (State Route 55)

SR-57 - Orange Freeway (State Route 57)

I-605 - San Gabriel River Freeway (Interstate 605)

I-405 - San Diego Freeway (Interstate 405)

X = milestone forecast in quarter

✔ = milestone accomplished in quarter



May 13, 2019

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 91 Improvement Project Between State Route 55 and Lakeview 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 91 Improvement Project between State Route 55 and Lakeview Avenue.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 9-1160 for consultant services for the preparation of plans, specifications, and estimates for the State Route 91 Improvement Project between State Route 55 and Lakeview Avenue.
- B. Approve the release of Request for Proposals 9-1160 for consultant services for the preparation of plans, specifications, and estimates for the State Route 91 Improvement Project between State Route 55 and Lakeview Avenue.

Discussion

State Route 91 improvements between State Route 57 and State Route 55 (SR-55) (Project) are part of Project I in the Measure M2 (M2) freeway program. In the Next 10 Plan, adopted by the Orange County Transportation Authority (OCTA) Board of Directors (Board) in November 2016, the Project is listed as one of the M2 freeway projects to be cleared through the environmental process. The Project is now scheduled to move into design using net excess 91 Express Lanes revenue, as approved by the Board.

Approval to Release Request for Proposals for the Preparation of Plans, Specifications, and Estimates for the State Route 91 Improvement Project Between State Route 55 and Lakeview Avenue

Page 3

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, staff assigned a high level of importance to the work plan as the technical approach to the Project is critical to the successful performance of the Project. The qualifications of the firm in performing work of similar scope and size are also very important to the success 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.

Fiscal Impact

The Project is proposed in OCTA's Fiscal Year 2019-20 Budget, Capital Programs Division, Account 0017-7519-F1106-NA7, and will be funded through net excess 91 Express Lanes revenue.

Summary

Board of Directors' approval is requested to release Request for Proposals 9-1160 for consultant services for the preparation of plans, specifications, and estimates for the State Route 91 Improvement Project between State Route 55 and Lakeview Avenue.

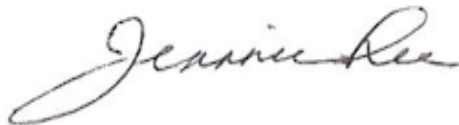
Approval to Release Request for Proposals for the Preparation of Plans, Specifications, and Estimates for the State Route 91 Improvement Project Between State Route 55 and Lakeview Avenue

Page 4

Attachment

- A. Draft Request for Proposals (RFP) 9-1160, Consultant Services for the Preparation of Plans, Specifications, and Estimates for the State Route 91 Improvement Project Between State Route 55 and Lakeview Avenue

Prepared by:



Jeannie Lee, P.E.
Senior Project Manager
(714) 560-5735

Approved by:



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



Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623

DRAFT REQUEST FOR PROPOSALS (RFP) 9-1160

**CONSULTANT SERVICES FOR THE
PREPARATION OF PLANS,
SPECIFICATIONS, AND ESTIMATES
FOR THE STATE ROUTE 91
IMPROVEMENT PROJECT BETWEEN
STATE ROUTE 55 AND
LAKEVIEW 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:	May 13, 2019
Pre-Proposal Conference Date:	May 22, 2019
Question Submittal Date:	May 29, 2019
Proposal Submittal Date:	June 11, 2019
Interview Date:	July 24, 2019

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DRAFT



NOTICE OF REQUEST FOR PROPOSALS

DRAFT (RFP): 9-1160: “CONSULTANT SERVICES FOR THE PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATES FOR THE STATE ROUTE 91 IMPROVEMENT PROJECT BETWEEN STATE ROUTE 55 AND LAKEVIEW 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 improvements to State Route 91 (SR-91) between State Route 55 and Lakeview Avenue.

To prevent potential conflicts of interest the prime consultant and all subcontractors (at any tier) awarded this contract for design consultant services to develop the PS&E for the SR-91 between SR-55 and Lakeview Avenue Improvements Project 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 SR-91 between SR-55 and Lakeview Avenue Improvements Project

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

1. Draft Environmental Document
2. Draft Project Report
3. Approved Traffic Study Report

Proposals must be received in the Authority’s office at or before 2:00 p.m. on June 11, 2019.

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Robert Webb, Senior Contract Administrator**

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

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

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

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

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

To receive all further information regarding this RFP 9-1160, firms and subconsultants must be registered on CMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:
Professional Consulting

Professional Services

Commodity:
Architectural & Engineering
Design Consulting
Traffic Planning Consulting
Consultant Services - General
Environmental Consulting
Architect Services, Professional
Engineering - Architectural
Engineering - Civil
Engineering - Environmental
Engineering - Mechanical
Engineering - Right of Way
Engineering - Traffic
Environmental - Architectural
Land Surveying
Landscape Architectural

A pre-proposal conference will be held on May 22, 2019, at 1:00 p.m. the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 9. 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 July 24, 2019, 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

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

A pre-proposal conference will be held on May 22, 2019, at 1:00 p.m. the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 9. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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:

Robert Webb, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5743, Fax: 714.560.5792
Email: rwebb@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 must be received by the Authority no later than 5:00 p.m., on May 29, 2019.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: rwebb@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than June 5, 2019. Offerors may download responses from CAMM NET at <https://camnnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Robert Webb, 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>	<u>Commodity:</u>
Professional Consulting	Architectural & Engineering Design Consulting Traffic Planning Consulting Consultant Services - General Environmental Consulting
Professional Services	Architect Services, Professional Engineering - Architectural Engineering - Civil Engineering - Environmental Engineering - Mechanical Engineering - Right of Way Engineering - Traffic Environmental - Architectural Land Surveying Landscape Architectural

Inquiries received after 5:00 p.m. on May 29, 2019, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on June 11, 2019.

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

2. Address

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Robert Webb, Senior Contract Administrator**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (CMM)
P.O. Box 14184
Orange, California 92863-1584
Attention: Robert Webb, Senior Contract Administrator**

3. Identification of Proposals

Offeror shall submit an **original and 7 copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number. In addition to the above, Proposers shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD, DVD, or flash drive.

4. Acceptance of Proposals

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

M. 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.

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. PROHIBITION

The following restrictions apply to this procurement:

The prime consultant firm, including all subconsultants (at any tier) awarded this contract for consultant services to develop PS&E for the improvements to SR-91 between SR-55 and Lakeview Avenue Project will be ineligible to participate (at any tier) in any of the separate procurements for construction management services and construction services required for the delivery of improvements to SR-91 between SR-55 and Lakeview Avenue Project

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SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

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

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Robert Webb, 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.

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. 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.

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SECTION III: EVALUATION AND AWARD

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SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

1. **Qualifications of the Firm** **25%**
 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.

2. **Staffing and Project Organization** **40%**
 Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.

3. **Work Plan** **35%**
 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established July 24, 2019, 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 (RP&H) Committee, the Offeror(s) with the highest ranking. The RP&H Committee will review the evaluation committee's recommendation and forward its recommendation to the Board of Directors for final action.

C. AWARD

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

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

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

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

E. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

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EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

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

FOR

IMPROVEMENTS TO

STATE ROUTE 91 (SR-91)

BETWEEN

STATE ROUTE (SR-55)

AND

LAKEVIEW 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), the City of Anaheim, the City of Fullerton, the City of Orange, and the City of Placentia, is issuing the Request for Proposals (RFP) for professional and technical consultant services for development of Plans, Specifications, and Estimates (PS&E) for the State Route 91 (SR-91) Improvement Project between State Route 55 (SR-55) and Lakeview Avenue (Segment 1).

The project is currently in the Project Approval/Environmental Document (PA/ED) phase. The Draft Environmental Document (DED) was circulated for public review in mid-November 2018. An alternative has been selected as the preferred alternative in late March 2019. For this Scope of Work, Build Alternative is being utilized.

Authority will be the implementing agency for plans, specifications, and estimate and right-of-way activities 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 improvements along SR-91, primarily in the eastbound direction, from west of State College Boulevard to east of Lakeview Avenue. The project limits are SR-91 between PM 4.8 and PM R10.4 (from west of State College Boulevard to east of Lakeview Avenue), SR-57 from PM 15.6 to PM 16.1 (from just south of SR-91 to just north of SR-91), and SR-55 from PM 17.5 to PM R17.9 (from south of SR-91 to SR-91) in the cities of Anaheim, Fullerton, Orange, and Placentia in Orange County. Improvements along eastbound SR-91 would include construction of one 12-foot general purpose lane and one 10-foot outside shoulder between SR-57 and SR-55. The improvements would also restore auxiliary lanes. Eastbound SR-91 would be widened over the Santa Ana River (south side of the bridge). The project provides operational improvements in westbound direction between Acacia Street and La Palma Avenue, and between SR-55 and Lakeview Avenue. The proposed improvements for Build Alternative described in the Draft Project Report (EA 12-0K9800), dated November 19, 2018, 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

In Segment 1, realign the existing westbound (WB) SR-91 on- and off-ramps to direct traffic to westbound SR-91, add new on-ramp from the Lakeview Bridge and connecting directly to southbound (SB) SR-55, and barrier separate WB SR-91 from SB SR-55.

Lakeview Avenue OC (Bridge No. 55-0475)

The existing Lakeview Avenue overcrossing bridge would be replaced with a new bridge that would include six lanes with shoulder and sidewalks.

1.1-4 Location and Limits

The project limits on SR-91 between Post Mile R9.2, SR-55 to Post Mile R10.8 Lakeview Avenue, and SR-55. The project is in the City of Anaheim and in the County of Orange.

1.1-5 Statement of Intent

It is the intent of the Authority to award a professional services contract to provide engineering services including supplemental environmental document as required, obtain environmental regulatory permits, preparation of PS&E, and right-of-way engineering for the SR-91 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 Authority for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by CONSULTANT prior to clarification by Authority shall be at CONSULTANT's risk and expense.

1.2-3 Roadway/Design

Roadway design shall be 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.

1.2-4 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.

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.

1.2-5 Reference Material

CONSULTANT shall utilize the following documents. Please note it is not the Authority's intent to provide a comprehensive list of resources; therefore, CONSULTANT shall also be responsible for ensuring they are using the most recent version of all reference material, including and 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 Design Information Bulletins, and Design Memorandums
- Manual of Uniform Traffic Control Devices (MUTCD)
- California MUTCD
- Caltrans Division of Engineering Services Structures Manuals, including Information and 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 RTL Guide
- Caltrans Standard Plans and Standard Specifications
- Caltrans Storm Water Quality Handbooks
- Orange County Hydrology Manual
- Caltrans Right of Way (R/W) Engineering Procedures Handbook
- Caltrans R/W Manual
- Caltrans High Occupancy Vehicle Guidelines
- Caltrans Local Assistance Procedures Manual
- Caltrans Survey Manual
- Caltrans District 12 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.

1.3 DESIGN CRITERIA

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

1.3-1 Roadway

Design speed and other design criteria shall follow the latest Caltrans Highway Design Manual (HDM) guidelines as well as pertinent city standards.

1.3-2 Bridge & 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 Surveyor's Act and Caltrans Survey Manual for PS&E. Topographic mapping will be provided to CONSULTANT, only design level survey will be required.

1.3-4 Material 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, the City of Anaheim, the City of Fullerton, the City of Orange, and the City of Placentia, 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 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 California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) 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, 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 Quality Assurance/Quality Control (QA/QC) Procedures Manual. All work products shall clearly identify both the preparer and checker. The standards of appearance, organization, and contents of the 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 will hold regular meetings with the Authority and Caltrans. If the original established schedule is insufficient, CONSULTANT will 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 will serve as a forum for resolving any issues related to the 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 this Scope of Work requires CONSULTANT to prepare and submit studies, reports, plans, etc., to Caltrans and Authority, these materials shall be submitted in draft as scheduled, and the opportunity provided for the Authority and Caltrans to direct revisions, prior to final submission.
- 2.1-16** Throughout the design of this project, CONSULTANT will 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 corridor 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.

2.1-18 Following material may be 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
- Approved Environmental Document
- Pertinent correspondence
- Caltrans standard CADD cell library including bridge, geometric, landscape, project plans, RW, 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 2040 Traffic Projections

2.1-19 Following is work which is to be performed by Caltrans:

- Communications with the Federal Highway Administration
- 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 Biddability Review
- Caltrans will be the lead agency for CEQA and NEPA

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.

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 95% submittal only.

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 and Quality Control 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.
 - 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 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 risks 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 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.
 - 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.
 - d. Maintain interface documentation, meeting notes and correspondence.
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 Design Quality Management Plan for review and approval by the Authority and Caltrans. The 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, Fullerton, Orange, and Placentia, 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 Permit for Construction
- National Pollutant Discharge Elimination System (NPDES) General Construction Activity Stormwater Permit
- Environmental clearance permits for construction as needed per the Draft Project Report and Environmental Document. Although this project will award three separate contracts for three different segments, only one permit application will be submitted to each permitting agency.

Deliverables:

- Prepared Permit Applications
- Secure all required permits

3.2-3 Geometric Workshop

CONSULTANT will refine the geometry to be provided in MicroStation format by Authority from the Final Project Report/Environmental Document. CONSULTANT assumes that major changes will not occur between the Draft Project Report/Environmental Document and the approval of the Final Project Report/Environmental Document.

CONSULTANT will conduct a workshop with Caltrans District 12 staff, the Caltrans Safety Review Committee representatives, the geometric reviewer, 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 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 Design Standard Decision Document (formerly Fact Sheet)

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 all three segments. The aerial topographic mapping will cover all areas of the proposed improvements and also 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 west of Acacia Street to east of Lakeview 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, re-establish 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 potholes (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).

Deliverables:

- Geotechnical Exploration Plan
- Permits-to-enter

3.2-7 Roadway Plans

CONSULTANT will prepare 35 percent level layouts, profiles, superelevation diagrams, typical sections, and ROW requirements for the assigned segment.

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 and the Bridge General Plan 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

3.2-10 Bridge 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 cities 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. CONSULTANT will perform potholing 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 utilities 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.

Deliverables:

- Utility base maps
- Utility relocation feasibility study, if needed
- Utility conflict maps with pothole information
- Utility conflict matrix
- Utility plan sheets

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 and Request for Acquisition of Contaminated Property (Env-002) Form (if needed)

3.2-13 Aesthetics Plan

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

Deliverables:

- Conceptual Aesthetics Treatment Plan

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.

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.

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 Transportation Management Plan (TMP)

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

Segment-specific TMP

The CONSULTANT will develop a traffic management plan (TMP) that includes elements specific to the segment being designed and coordinated with the Concept TMP prepared by Segment 2 for the entire corridor 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.

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.

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.

Deliverables:

- Sign Plans, Details, and Quantities – 10 sets

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

CONSULTANT will prepare plans for safety lighting (Caltrans and Cities), 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.

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

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.

Deliverables:

- Highway Planting and Irrigation Plans and Details – 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 SR-91 and Lakeview Avenue Interchange of the project as defined by the project limits. All boundary establishment shall be documented on a Before Condition Record of Survey per section 3.3-8c4 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 Drafting and Plans Manual
- Ref 4. Caltrans District 12 R/W Engineering Requirements for the Preparation of Documents and Maps (dated JAN-2007)
- Ref 5. Caltrans District 12 R/W Engineering CADD Standards (dated 2003)
- 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, acquisition, and analysis of appropriate deeds, field notes, and survey maps contained in State, County, and City files.

3.3-8c-2 Acquire Title Reports

Acquire title reports for all parcels impacted by proposed R/W fee, permanent and temporary construction easement takes (If applicable). Provide 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
- Appraisal Map
- Resolution of Necessity Map
- Director's Deed Map
- Relinquishment Map
- Vacation Map
- Transfer Control and Possession Map
- R/W Record Map

3.3-8c-7 Prepare Acquisition Documents

Prepare property acquisition documents. (If required) -(See "Legal Descriptions & Exhibits" Ref 4). The documents include cut sheets for all impacted parcels and cover letters for - parcels impacted with – temporary construction easements, permanent easements and - replacement utility easements.

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

Perform field staking of R/W impacts on properties upon request.

3.3-8c-8 Prepare Resolution of Necessity Legal Descriptions and Plats

Prepare Resolution of Necessity documents and any additional information for the filing of the complaint, and the preparation of any attendant map or plat. (See "Legal Descriptions & Exhibits" Ref 4)

3.3-8c-9 Prepare Director's Deed and Plats

Prepare Director's Deed and attendant maps or plats. (If required) (See "Legal Descriptions & Exhibits" Ref 4)

3.3-8c-10 Prepare Utility Legal Description and Plat

Prepare legal description and plat to fulfill contract obligations with utility entities including Joint Use Agreement and Consent to Common Use Agreement. (See "Legal Descriptions & Exhibits" Ref 4)

3.3-8c-11 Prepare Parcel Files

For each R/W fee of easement take, prepare a parcel file. (If required) (See "Parcel Files" Ref 4).

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 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.

Deliverables:

- Draft/Final Geotechnical Design Reports

3.3-9b Foundation Reports for Bridges, Retaining Walls, and Soundwalls

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 non-standard retaining walls and stand-alone overhead sign structures.

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 Plans (Unchecked Details)

CONSULTANT will prepare layout plans and structural details for the modification of Bridges and tie-back walls. CONSULTANT will also prepare draft technical special provisions for the bridges.

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 Plan estimate to verify its ongoing validity.

Deliverables:

- Unchecked structure plans –10 reduced sets
- Electronic copy of Unchecked Structures Plans
- Draft Structures Special Provisions
- 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 retaining walls.

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 along the assigned segment. Coordination with the adjacent segments is a requirement. CONSULTANT will prepare draft technical special provisions for the soundwalls.

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.

Deliverables:

- Updated Utility conflict maps with pothole information
- Updated Utility Conflict Matrix
- Updated Utility Plan Sheets

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

3.4-1 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.

Deliverables:

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

3.4-2 Bridge and Specialty Retaining Wall Plans

CONSULTANT will independently review the unchecked plans, draft special provisions, quantities, and construction cost estimate for the Bridges and 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.

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 ROW Update

CONSULTANT will verify and update utility and ROW engineering data.

Deliverables:

- Report containing all updated utility and ROW 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 Planting and Irrigation Plans

CONSULTANT shall 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.

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 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

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

3.5-1 Roadway Plans, Bridge 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. The submittal will incorporate review comments from all involved agencies and include all completed forms in the Ready To List (RTL) Guide.

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 & Agreements
- Utility Relocation Plans and Agreements
- Safety Review Report
- List of Project Personnel
- Cooperative Agreements
- Working Cross Sections
- Bridge four-scale plans – 3 sets

Deliverables:

- Resident Engineer (RE) file

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

3.5-3 Materials Handouts

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

Deliverables:

- Material Handouts

3.5-4 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 Engineer.

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 all submittals and shop drawings. The review of shop drawings shall include bridge working drawing submittals, construction contractor's submittals for substitutions, construction contractor's alternative construction approval, steel layout for structures, independent check of construction contractor's falsework submittal 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, 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.

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.

3.9 PROJECT SCHEDULE

Activity	Proposed Date
A. Begin Work	February 2020
B. Draft PS&E	October 2020
B.1 Submit 35% PS&E	
B.2 Submit Unchecked Details (65%) PS&E	August 2021
B.3 Submit Initial (95%) PS&E	February 2022
C. Submit Final PS&E (100%) to Caltrans	October 2022
D. Advertise	October 2023
E. Award	November 2023
F. Begin Construction	December 2023
G. Completion of Construction	June 2027
H. Project Close Out	June 2028

END OF SCOPE OF WORK

DRAFT

EXHIBIT B: PROPOSED AGREEMENT

1 **PRPROPOSED AGREEMENT NO. C-9-1160**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5
6 **THIS AGREEMENT** is effective as of this ____ day of _____, 201_
7 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street,
8 P.O. Box 14184, Orange, CA 92863-1584, a public corporation of the State of California (hereinafter
9 referred to as "AUTHORITY"), and , , , (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to provide design and
12 construction support services for the preparation of plans, specifications and estimates (PS&E) for
13 proposed improvements to State Route 91 (SR-91) between State Route 55 (SR-55) and Lakeview
14 Avenue; and

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

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

18 **WHEREAS**, CONSULTANT wishes to perform these services; and

19 **WHEREAS**, the AUTHORITY's Board of Directors authorized this Agreement on _____;

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

22 **ARTICLE 1. COMPLETE AGREEMENT**

23 A. This Agreement, including all exhibits and documents incorporated herein and made
24 applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of
25 the agreement between AUTHORITY and CONSULTANT and it supersedes all prior

26 /

1 representations, understandings and communications. The invalidity in whole or in part of any term or
2 condition of this 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 the performance of any
4 terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of
5 AUTHORITY's right to such performance by CONSULTANT or to future performance of such terms or
6 conditions and CONSULTANT 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 AUTHORITY by way of a written
9 Amendment to this Agreement and issued in accordance with the provisions of this Agreement.

10 **ARTICLE 2. AUTHORITY DESIGNEE**

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

13 **ARTICLE 3. SCOPE OF WORK**

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

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

20 **Names**

Functions

21
22
23
24
25 C. No person named in paragraph B of this Article, or his/her successor approved by
26 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or

level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the services of any key person become no longer available to CONSULTANT, the resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless CONSULTANT is not provided with such notice by the departing employee. AUTHORITY shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

ARTICLE 4. TERM OF AGREEMENT

This Agreement shall commence upon the effective date of this Agreement, and shall continue in full force and effect through June 20, 2028, unless earlier terminated as provided hereunder.

ARTICLE 5. PAYMENT

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

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

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

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

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

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

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

- 22 1. Agreement No. C-9-1160;
- 23 2. Specify the task number for which payment is being requested;
- 24 3. The time period covered by the invoice;
- 25 4. Total monthly invoice (including project-to-date cumulative invoice amount); and

26 retention;

1 5. Monthly Progress Report;

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

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

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

13 **ARTICLE 6. MAXIMUM OBLIGATION**

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

19 **ARTICLE 7. NOTICES**

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

24 /

25 /

26 /

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Bob Webb

Senior Contract Administrator

(714) 560 - 5743, rwebb@octa.net

ATTENTION: Jeannie Lee

Project Manager

(714) 560-5735, jlee@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

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

ARTICLE 9. INSURANCE

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

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

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

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

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

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

7 B. Proof of such coverage, in the form of a certificate of insurance, with the AUTHORITY, its
8 officers, directors, employees and agents, designated as additional insureds as required by contract. In
9 addition, provide an insurance policy blanket additional insured endorsement. Both documents must be
10 received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be
11 received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement. Such
12 insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the
13 AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies of all related
14 insurance policies.

15 C. CONSULTANT shall include on the face of the certificate of insurance the Agreement Number
16 C-9-1160; and, the Contract Administrator's Name, Bob Webb.

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

19 E. CONSULTANT shall be required to immediately notify AUTHORITY of any modifications or
20 cancellation of any required insurance policies.

21 **ARTICLE 10. ORDER OF PRECEDENCE**

22 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
23 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 9-1160; (3)
24 CONSULTANT's technical proposal dated , CONSULTANT's cost proposal dated , and (4) all other
25 documents, if any, cited herein or incorporated by reference.

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1 **ARTICLE 11. CHANGES**

2 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
3 make changes in the general scope of this Agreement, including, but not limited to, the services furnished
4 to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work suspension or
5 change causes an increase or decrease in the price of this Agreement or in the time required for its
6 performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its claim for
7 adjustment within ten (10) days after the change or work suspension is ordered, and an equitable
8 adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT from
9 proceeding immediately with the Agreement as changed.

10 **ARTICLE 12. DISPUTES**

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

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

22 **ARTICLE 13. TERMINATION**

23 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part,
24 by giving CONSULTANT written notice thereof. Upon said notice, AUTHORITY shall pay CONSULTANT
25 its allowable costs incurred to date of termination and those allowable costs determined

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1 by AUTHORITY to be reasonably necessary to effect such termination. Thereafter, CONSULTANT shall
2 have no further claims against AUTHORITY under this Agreement.

3 B. In the event either Party defaults in the performance of any of their obligations under this
4 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
5 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon
6 receipt of such notice, CONSULTANT shall immediately cease work, unless the notice from AUTHORITY
7 provides otherwise. Upon receipt of the notice from AUTHORITY, CONSULTANT shall submit an invoice
8 for work and/or services performed prior to the date of termination. AUTHORITY shall pay
9 CONSULTANT for work and/or services satisfactorily provided to the date of termination in compliance
10 with this Agreement. Thereafter, CONSULTANT shall have no further claims against AUTHORITY under
11 this Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages for such
12 termination.

13 **ARTICLE 14. INDEMNIFICATION**

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

20 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

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

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

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

ARTICLE 17. FEDERAL, STATE AND LOCAL LAWS

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

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1 **ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY**

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

9 **ARTICLE 19. PROHIBITED INTERESTS**

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

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

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

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

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

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

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

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

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

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

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

4 A. In order to ensure the accuracy of the construction budget for the benefit of the public works
 5 bidders and AUTHORITY's budget process, CONSULTANT shall accomplish the design services
 6 required under this Agreement so as to permit the award of a contract, for the construction of the 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 will
 15 exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these
 16 limitations. Upon receipt of such information, AUTHORITY will review CONSULTANT's revised estimate
 17 of construction cost. AUTHORITY may, if it determines that the estimated construction contract price is
 18 so low that award of a construction contract not in excess of such estimate is improbable, authorize a
 19 change in scope or materials as required to reduce the estimated construction cost to an amount within
 20 the estimated construction contract price set forth by AUTHORITY, or AUTHORITY may adjust such
 21 estimated construction contract price. When bids or proposals are not solicited or are unreasonably
 22 delayed, AUTHORITY shall prepare an estimate of constructing the design submitted and such estimate
 23 shall be used in lieu of bids or proposals to determine compliance within the funding limitation.

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

25 All design and engineering work furnished by CONSULTANT shall be performed by or under the
 26 supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in the

1 State of California, by personnel who are careful, skilled, experienced and competent in their respective
2 trades or professions, who are professionally qualified to perform the work in accordance with the contract
3 documents and who shall assume professional responsibility for the accuracy and completeness of the
4 design documents and construction documents prepared or checked by them.

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

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

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

21 **ARTICLE 25. GENERAL WAGE RATES**

22 A. CONSULTANT warrants that all mechanics, laborers, journeypersons, workpersons,
23 craftspersons or apprentices employed by CONSULTANT or subcontractor at any tier for any work
24 hereunder, shall be paid unconditionally and not less often than once a week and without any subsequent
25 deduction or rebate on any account (except such payroll deductions as are permitted or required by
26 federal, state or local law, regulation or ordinance), the full amounts due at the time of payment, computed

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

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

17 **ARTICLE 26. CONTRACTOR PURCHASED EQUIPMENT**

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

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

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

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

11 **ARTICLE 27. FORCE MAJEURE**

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

19 **ARTICLE 28. CONFLICT OF INTEREST**

20 CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict
21 of interest means that due to other activities, relationships or contracts, the CONSULTANT is unable,
22 or potentially unable to render impartial assistance or advice to the AUTHORITY; CONSULTANT's
23 objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or
24 the CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose
25 to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the

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1 CONSULTANT. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice
2 provision herein. This disclosure requirement is for the entire term of this Agreement.

3 **ARTICLE 29. CODE OF CONDUCT**

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

7 **ARTICLE 30. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

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

12 **ARTICLE 31. HEALTH AND SAFETY REQUIREMENTS**

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

16 **ARTICLE 32. PROHIBITION**

17 CONSULTANT, including all subconsultants (at any tier) regardless of the level of services
18 provided by said subconsultants (s), that is awarded this contract for PS&E for the improvements for the
19 SR-91 between SR-55 and Lakeview Avenue Project is prohibited from participation (at any tier) on any
20 team pertaining to construction management services or construction services for the delivery of the
21 improvements for the SR-91 between SR-55 and Lakeview Avenue Project.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-9-1160 to be executed as of the date of the last signature below.

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Darrell E. Johnson
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

James M. Donich
General Counsel

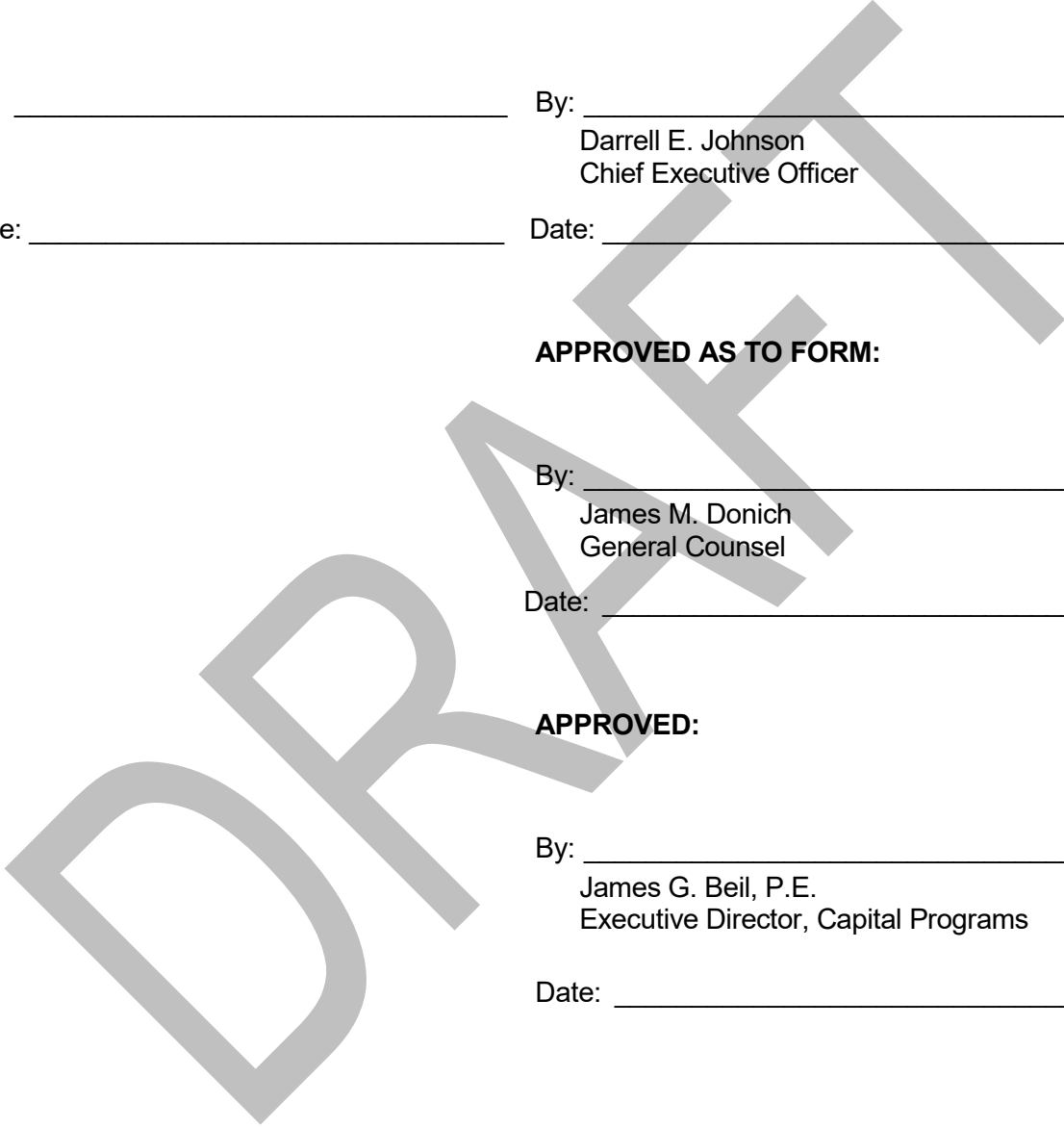
Date: _____

APPROVED:

By: _____

James G. Beil, P.E.
Executive Director, Capital Programs

Date: _____



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EXHIBIT C: FORMS

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

Tim Shaw, Chairman
Steve Jones, Vice Chairman
Lisa A. Bartlett, Director
Doug Chaffee, Director
Laurie Davies, Director
Barbara Delgleize, Director
Andrew Do, Director
Michael Hennessey, Director
Gene Hernandez, Director
Jose F. Moreno, Director
Joseph Muller, Director
Mark A. Murphy, Director
Richard Murphy, Director
Miguel Pulido, Director
Michelle Steel, Director
Donald P. Wagner, Director
Greg Winterbottom, Director

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

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 B). 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:

_____ _____ _____

DRAFT

EXHIBIT D: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

1.2 REGULATORY

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

Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

C. Heat Illness Prevention Program

Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

D. Hazard Communication Program

Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

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

E. Storm Water Pollution Prevention Plan

The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:

1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos

of the incident area, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

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

1.5 PERSONAL PROTECTIVE EQUIPMENT

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

1.6 REFERENCES

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

END OF SECTION



COMMITTEE TRANSMITTAL

May 13, 2019

To: Members of the Board of Directors

From: Laurena Weinert,  Clerk of the Board

Subject: Cooperative Agreement with the California Department of Transportation for the State Route 91 Improvement Project Between State Route 57 and State Route 55

Regional Planning and Highways Committee Meeting of May 6, 2019

Present: Directors Bartlett, Chaffee, Delgleize, Muller, M. Murphy, and R. Murphy

Absent: Director Pulido

Committee Vote

This item was passed by the Members present.

Committee Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-9-1274 between the Orange County Transportation Authority and the California Department of Transportation, in the amount of \$500,000, to provide oversight of the plans, specifications, and estimates, and to advertise and award the construction contract for the State Route 91 improvement project between State Route 57 and State Route 55.

- B. Authorize staff to amend the Federal Transportation Improvement Program and execute all necessary agreements to facilitate the above recommendation.



May 6, 2019

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 91 Improvement Project Between State Route 57 and State Route 55

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 91 improvement project between State Route 57 and State Route 55.

Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-9-1274 between the Orange County Transportation Authority and the California Department of Transportation, in the amount of \$500,000, to provide oversight of the plans, specifications, and estimates, and to advertise and award the construction contract for the State Route 91 improvement project between State Route 57 and State Route 55.
- B. Authorize staff to amend the Federal Transportation Improvement Program and execute all necessary agreements to facilitate the above recommendation.

Discussion

State Route 91 improvements between State Route 57 and State Route 55 (SR-55) (Project) are part of Project I in the Measure M2 freeway program, in the Next 10 Plan, adopted by the Orange County Transportation Authority (OCTA) Board of Directors (Board) in November 2016. The Project is scheduled to move into design using net excess 91 Express Lanes revenue.

On November 14, 2016, the Board directed staff to set aside net excess 91 Express Lanes revenue to advance implementation of the Project.

The Project will add a general purpose lane in the eastbound direction between La Palma Avenue and SR-55 and provide westbound operational improvements between Acacia Street and La Palma Avenue and between SR-55 and Lakeview Avenue.

The draft environmental document was circulated for public comment on November 20, 2018, and the build alternative has been identified as the preferred alternative by the Project development team. The Project is being developed as three separate design and construction projects to enhance the participation and competitive bidding of consultants and contractors, with the following Project limits:

- Segment 1 extends from SR-55 to Lakeview Avenue
- Segment 2 extends from La Palma Avenue to SR-55
- Segment 3 extends from Acacia Street to La Palma Avenue

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 \$500,000, for the direct support costs associated with the final contract document packaging, advertisement, and award of the Project's construction contract. The construction phase roles, responsibilities, and funding will be the subject of a separate future cooperative agreement.

A separate item will seek OCTA Board approval to release a request for proposals to procure a consultant for the PS&E services for Segment 1 of the Project.

**Cooperative Agreement with the California Department of
Transportation for the State Route 91 Improvement Project
Between State Route 57 and State Route 55**

Page 3

Fiscal Impact

As part of this cooperative agreement, funding for Caltrans' services will be proposed in OCTA's Fiscal Year 2019-20 Budget, Capital Programs Division, accounts 0017-7519-FI106-F17, 0017-7519-FI105-F17, and 0017-7519-FI104-F17, and will be funded through net excess 91 Express Lanes revenue.

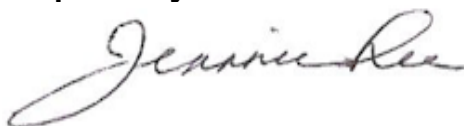
Summary

Staff requests Board of Directors' approval for the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-9-1274 with the California Department of Transportation, in the amount of \$500,000, to provide oversight of the plans, specifications, and estimates, and to advertise and award the construction contract for the State Route 91 improvement project between State Route 57 and State Route 55.

Attachment

None.

Prepared by:



Jeannie Lee, P.E.
Senior Project Manager
(714) 560-5735

Approved by:



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



Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623



COMMITTEE TRANSMITTAL

May 13, 2019

To: Members of the Board of Directors

From: Laurena Weinert,  Clerk of the Board

Subject: Amendment to Agreement for Additional Design Services for the Interstate 5 Improvement Project from South of Alicia Parkway to El Toro Road

Regional Planning and Highways Committee Meeting of May 6, 2019

Present: Directors Bartlett, Chaffee, Delgleize, Muller, M. Murphy, and R. Murphy

Absent: Director Pulido

Committee Vote

This item was passed by the Members present.

Committee Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 4 to Agreement No. C-4-1426 between the Orange County Transportation Authority and TRC Solutions, Inc., in the amount of \$617,742, for additional design services for the Interstate 5 improvement project from south of Alicia Parkway to El Toro Road. This will increase the maximum cumulative obligation of the agreement to a total contract value of \$9,187,029.



May 6, 2019

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Amendment to Agreement for Additional Design Services for the Interstate 5 Improvement Project from South of Alicia Parkway to El Toro Road

Overview

On August 11, 2014, the Orange County Transportation Authority Board of Directors approved an agreement with TRC Solutions, Inc., for preparation of plans, specifications, and estimates for the Interstate 5 improvement project from south of Alicia Parkway to El Toro Road. An amendment to the existing agreement is required for additional design services.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 4 to Agreement No. C-4-1426 between the Orange County Transportation Authority and TRC Solutions, Inc., in the amount of \$617,742, for additional design services for the Interstate 5 improvement project from south of Alicia Parkway to El Toro Road. This will increase the maximum cumulative obligation of the agreement to a total contract value of \$9,187,029.

Discussion

The Interstate 5 (I-5) improvement project from south of Alicia Parkway to El Toro Road (Project) is part of the Measure M2 (M2) freeway program, Project C, and is being advanced through the Next 10 Delivery Plan approved by the Orange County Transportation Authority (OCTA) Board of Directors (Board) in November 2016.

The Project will add a second high-occupancy vehicle (HOV) lane in each direction on I-5 between Alicia Parkway and El Toro Road, an additional general purpose (GP) lane in the southbound (SB) direction between north of Alicia Parkway and south of Alicia Parkway, re-establish existing auxiliary lanes, add a new auxiliary lane SB between the El Toro Road on-ramp and the

**Amendment to Agreement for Additional Design Services Page 2
for the Interstate 5 Improvement Project from South of
Alicia Parkway to El Toro Road**

Los Alisos Boulevard off-ramp, replace the Los Alisos Boulevard overcrossing, and convert existing HOV lanes to continuous access. Additional project scope has been identified which requires further design effort. An amendment to the Project design contract is recommended to include the following design services.

In accordance with the cooperative agreement with the California Department of Transportation (Caltrans) for the design phase, the freeway widening will be designed to meet the latest standard plans and specifications (SP&S), procedures, and requirements. In October 2018, Caltrans updated the SP&S to revise certain design standards governing freeway design. Caltrans required that the Project plans be revised to meet the new standards which affected nine retaining walls and two bridges within the Project limits.

To address Caltrans Safety Review Committee comments, the Project design will be modified to eliminate the proposed HOV merge on the SB side of the I-5 and convert the second HOV lane into the first GP lane. This change necessitates the modification of the roadway design, pavement delineation, and signage.

Vibration from pile driving may affect existing nearby non-highway facilities; therefore, monitoring is required to reduce the risk of potential property damage claims. TRC Solutions, Inc. (TRC) will develop segment-specific specifications for vibration monitoring survey of existing nearby non-highway facilities and obtain approval of the specifications from Caltrans.

Recent changes to two proposed utility relocations have also impacted the right-of-way (ROW) requirements for the Project, which, in turn, necessitate additional environmental technical study memoranda. The design team will also make ROW plan revisions and obtain additional ROW documents to accommodate this work.

Finally, design changes at Aliso Creek necessitate TRC to prepare a Conditional Letter of Map Revision for submittal to the Federal Emergency Management Agency.

Procurement Approach

This procurement was handled in accordance with OCTA's Board-approved procedures for architectural and engineering services, which conform to both federal and state laws. The original agreement was executed on March 31, 2015, in the amount of \$7,399,963, and has been previously amended in accordance with Attachment A. It has become necessary to

**Amendment to Agreement for Additional Design Services Page 3
for the Interstate 5 Improvement Project from South of
Alicia Parkway to El Toro Road**

amend the existing agreement to comply with Caltrans requirements, which include additional design services to complete the plans, specifications, and estimates.

OCTA staff negotiated the required level of effort with TRC to provide additional design services. OCTA found TRC's price proposal, in the amount of \$617,742, to be fair and reasonable relative to the negotiated level of effort. Proposed Amendment No. 4 to Agreement No. C-4-1426 will increase the total contract value to \$9,187,029.

Fiscal Impact

Funding for the Project was approved in OCTA's Fiscal Year 2018-19 Budget, Capital Programs Division, Account 0017-7519-FC106-06W, and is funded with federal Surface Transportation Block Grant and local M2 funds.

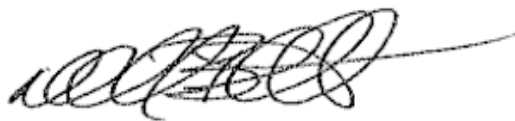
Summary

Staff requests Board of Directors' approval for the Chief Executive Officer to negotiate and execute Amendment No. 4 to Agreement No. C-4-1426 with TRC Solutions, Inc., in the amount of \$617,742, for additional design services for the Interstate 5 improvement project from south of Alicia Parkway to El Toro Road.

Attachment

- A. TRC Solutions, Inc., Agreement No. C-4-1426 Fact Sheet

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



Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623

**TRC Solutions, Inc.
Agreement No. C-4-1426 Fact Sheet**


1. August 11, 2014, Agreement No. C-4-1426, \$7,399,963, approved by the Board of Directors (Board).
 - Agreement was executed on March 31, 2015, for preparation of plans, specifications, and estimates (PS&E) for the Interstate 5 improvement project from south of Alicia Parkway to El Toro Road.
2. August 15, 2016, Amendment No. 1 to Agreement No. C-4-1426, \$0, approved by the Contracts Administration and Materials Management (CAMM) Department.
 - To modify key project personnel and revise the consultant address.
3. April 26, 2017, Amendment No. 2 to Agreement No. C-4-1426, \$219,719, approved by the CAMM Department.
 - Additional design services including supplemental fact sheets, right-of-way maps, roadway plans, and bridge and retaining walls plans to comply with new standards.
4. April 9, 2018, Amendment No. 3 to Agreement No. C-4-1426, \$949,605, approved by the Board.
 - Provide additional design services to complete the project PS&E.
5. May 13, 2019, Amendment No. 4 to Agreement No. C-4-1426, \$617,742, pending Board approval.
 - To modify key project personnel and provide additional design services and updated fact sheets to comply with California Department of Transportation latest standard plans and specifications.

Total funds committed to TRC Solutions, Inc. after approval of Amendment No. 4 to Agreement No. C-4-1426: \$9,187,029.



COMMITTEE TRANSMITTAL

May 13, 2019

To: Members of the Board of Directors
From:  Laurena Weinert, Clerk of the Board
Subject: Project V – Mission Viejo Route 182 Update

Transit Committee Meeting of May 9, 2019

Present: Directors Davies, Do, Jones, Moreno, and Shaw
Absent: Directors Pulido and Winterbottom

Committee Vote

This item was passed by the Members present.

Committee Recommendations

- A. Authorize an extension of Project V funding for the City of Mission Viejo's Route 182 service subject to meeting the required minimum service standard of ten boardings per revenue vehicle hour by June 30, 2020, and the City of Mission Viejo agreeing to take on operations and administration of the service starting by October 2019.
- B. Authorize the Chief Executive Officer to negotiate and execute a new cooperative agreement with the City of Mission of Viejo to implement these changes.
- C. Direct staff to continue reporting on the City of Mission Viejo's Route 182 performance as part of regularly scheduled Project V ridership updates.
- D. Cancel the funding extension, effective no later than August 15, 2020, if the City of Mission Viejo-led revised service fails to achieve the required minimum service standard by June 30, 2020.



May 9, 2019

To: Transit Committee
From: Darrell E. Johnson, Chief Executive Officer
Subject: Project V – Mission Viejo Route 182 Update

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

Overview

A Project V ridership update was provided to the Transit Committee on February 14, 2019. The report included information that the City of Mission Viejo's Route 182 service had failed to achieve its minimum performance standard and that cancellation processes had been initiated. The Transit Committee directed staff to follow up with the City of Mission Viejo related to route performance, options, and next steps. Recommendations are provided for review and action.

Recommendations

- A. Authorize an extension of Project V funding for the City of Mission Viejo's Route 182 service subject to meeting the required minimum service standard of ten boardings per revenue vehicle hour by June 30, 2020, and the City of Mission Viejo agreeing to take on operations and administration of the service starting by October 2019.
- B. Authorize the Chief Executive Officer to negotiate and execute a new cooperative agreement with the City of Mission of Viejo to implement these changes.
- C. Direct staff to continue reporting on the City of Mission Viejo's Route 182 performance as part of regularly scheduled Project V ridership updates.
- D. Cancel the funding extension, effective no later than August 15, 2020, if the City of Mission Viejo-led revised service fails to achieve the required minimum service standard by June 30, 2020.

Background

At the February 14, 2019 Transit Committee (Committee), a Measure M2 Project V ridership update was provided. This update included information that the City of Mission Viejo’s (City) Route 182 service had failed to meet its year two required minimum performance standard of ten boardings per revenue vehicle hour (B/RVH). The Committee was also informed that a service cancellation notice had been issued to the City. In response, the City expressed concern with the Orange County Transportation Authority’s (OCTA) notice of funding cancellation, and also highlighted several areas of concern with respect to OCTA’s delivery of the service, including accuracy of ridership data and OCTA’s no-standee policy.

As a result, Committee members directed staff to follow up with the City regarding these concerns. On March 18, 2019, OCTA’s executive staff met with City executives. At that meeting, OCTA acknowledged that there had been challenges associated with providing timely ridership data, on-time performance, and ongoing bus driver shortages. Due to the emergence of these unanticipated challenges, it was agreed that OCTA would submit a proposal from the City to restructure its service for Board of Director’s (Board) consideration.

Discussion

The City submitted a proposal for revised service on April 2, 2019. OCTA has completed its review and generally concurs that the City’s proposed changes could increase the service’s overall productivity. However, it is also recommended that additional lower-productivity trips (i.e., the last trips in the morning and afternoon) also be removed.

Given this conclusion and the desire to ameliorate the issues raised by the City, staff is recommending that the Board adopt a one-time policy exception to the Project V’s two-year minimum performance standard specified in the Comprehensive Transportation Funding Programs Guidelines, with two caveats, which follow:

- The City agreeing to take over management (including securing and maintaining vehicles) operations, and administration of this service by October 2019; and
- If by June 30, 2020, the proposed service changes have not resulted in the service achieving and maintaining ten B/RVH, then OCTA’s Project V funding for the service will be cancelled, no later than August 15, 2020, with no further action.

If the Board approves this recommendation, OCTA will work with the City to complete the following next steps.

- Work with the City to negotiate and execute a new cooperative agreement to implement Recommendation A;
- Support the City, as appropriate, as it completes a procurement process for a new service provider;
- Provide technical input and support, as appropriate, as the City initiates service with a new service provider; and
- Continue ridership reporting to the OCTA Committee and Board.

If the City is successful in achieving and continuing to meet the required minimum service standard of ten B/RVH, then the service would be allowed to continue to operate through fiscal year 2022-23, based upon the City's original application and award.

Summary

The Orange County Transportation Authority is recommending that the Board of Directors adopt a policy exception, which would provide an additional year for the City of Mission Viejo to meet its minimum required performance standard, subject to the provisions specified in this report. If these recommendations are ultimately approved by the Board of Directors, staff will begin working with the City of Mission Viejo to implement appropriate next steps for Route 182 service.

Attachment

None.

Prepared by:



Joseph Alcock
Section Manager, Local Programs
(714) 560-5372

Approved by:



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



COMMITTEE TRANSMITTAL

May 13, 2019

To: Members of the Board of Directors
From: *RW*
Laurena Weinert, Clerk of the Board
Subject: Measure M2 Eligibility for the City of Stanton

Executive Committee Meeting of May 6, 2019

Present: Chairman Shaw, Vice Chairman Jones, and Directors Bartlett, Do, Hennessey, and M. Murphy
Absent: Director Davies

Committee Vote

This item was passed by the Members present.

Committee Recommendations

- A. Find the City of Stanton ineligible to receive net Measure M2 revenues.
- B. Suspend payments to the City of Stanton of net Measure M2 revenues until the City of Stanton can demonstrate compliance with Measure M2 eligibility requirements and the Board of Directors acts to find the City of Stanton an "eligible agency."
- C. Authorize the Chief Executive Officer to execute Amendment No. 5 to Contract No. C-5-3564 with Vavrinek, Trine, Day and Company, LLP to revise the scope of work, add an additional task to apply agreed-upon procedures to assess compliance with maintenance of effort expenditure requirements, extend the agreement through June 30, 2020, and authorize staff to deduct fiscal year 2018-19 audit costs from any future net Measure M2 payments to the City of Stanton.
- D. Increase the City of Stanton's maintenance of effort requirement for fiscal year 2018-19 by the amount of expenditures that were not met as identified in the fiscal year 2017-18 audit.
- E. Authorize the Chief Executive Officer to negotiate and execute a settlement agreement with the City of Stanton to correct and remedy the fiscal year 2017-18 audit issues.



May 6, 2019

To: Executive Committee
From: Darrell E. Johnson, Chief Executive Officer
Subject: Measure M2 Eligibility for the City of Stanton

A handwritten signature in blue ink, appearing to read "Darrell Johnson", is positioned to the right of the "From:" line.

Overview

The Orange County Transportation Authority's Internal Auditor recently prepared an audit of the City of Stanton for fiscal year 2017-18. The audit concluded that the City of Stanton did not expend sufficient discretionary funds on streets and road purposes to meet the Measure M2 Ordinance maintenance of effort requirement. Based on this information, recommendations are presented related to compliance with the Measure M2 Ordinance.

Recommendations

- A. Find the City of Stanton ineligible to receive net Measure M2 revenues.
- B. Suspend payments to the City of Stanton of net Measure M2 revenues until the City of Stanton can demonstrate compliance with Measure M2 eligibility requirements and the Board of Directors acts to find the City of Stanton an "eligible agency."
- C. Authorize the Chief Executive Officer to execute Amendment No. 5 to Contract No. C-5-3564 with Vavrinek, Trine, Day and Company, LLP to revise the scope of work, add an additional task to apply agreed-upon procedures to assess compliance with maintenance of effort expenditure requirements, extend the agreement through June 30, 2020, and authorize staff to deduct fiscal year 2018-19 audit costs from any future net Measure M2 payments to the City of Stanton.
- D. Increase the City of Stanton's maintenance of effort requirement for fiscal year 2018-19 by the amount of expenditures that were not met as identified in the fiscal year 2017-18 audit.
- E. Authorize the Chief Executive Officer to negotiate and execute a settlement agreement with the City of Stanton to correct and remedy the fiscal year 2017-18 audit issues.

Background

The Measure M2 (M2) Ordinance outlines eligibility requirements that each local agency must continually satisfy to receive net revenues from the M2 Program, including local fair share, the Senior Mobility Program, and awards through competitive programs. One of the requirements is that a local agency must continue to invest a certain level of discretionary revenues, such as general funds that support street and road activities, to be deemed eligible for any M2 funding. This requirement is rooted in the California Public Utilities Code (PUC) 180001 that enables local transportation authorities to seek voter approval for sales tax measures. The PUC states the intent of the legislature is that funds generated through a sales tax ordinance “shall supplement existing local revenues used for public transportation purposes and that local governments maintain their existing commitment of local funds for transportation purposes” (PUC 180200).

In the eligibility process, this requirement is referred to as the maintenance of effort (MOE) requirement and was also included in the original Measure M Program. Each jurisdiction is required to maintain a minimum level of local streets and roads discretionary expenditures. The minimum level was based on the average of general fund expenditures for local street maintenance and construction over the period of fiscal year (FY) 1985-86 through FY 1989-90. M2 used a similar benchmark and requires the amount to be adjusted for inflation every three years commensurate with overall growth of the local agency’s general fund revenues.

The local agency demonstrates its commitment to comply with the required MOE through budgeting the appropriate level of discretionary funding as part of the local agency budget process and providing the Orange County Transportation Authority (OCTA) with an expenditure report to validate the commitment at the end of the budget year.

In the 29 years of combined experience of administering the original Measure M and now M2 programs, OCTA has never had an instance in which it had to find a local jurisdiction ineligible to receive net Measure M revenues due to failure to meet the MOE requirement.

The OCTA Board of Directors (Board) makes a determination of eligibility annually based on the information that is provided by each jurisdiction and with support from the Taxpayer Oversight Committee (TOC), which is also charged with reviewing certain submittals. Following the annual eligibility cycle, the TOC directs the internal auditor to carry out audits to confirm that funds have been

spent in accordance with the M2 Ordinance and that each jurisdiction had sufficient expenditures to meet the previously self-certified MOE requirement. Every year, OCTA's Finance and Administration, Internal Audit, and Planning staff, as well as the TOC, have cautioned local agencies that budgeting at or just above the required MOE amount may put the agency's M2 funds at risk if they end up not meeting the requirement due to disallowed costs.

At the direction of the TOC, the OCTA Internal Auditor prepared an audit that was presented to the Board on April 8, 2019, which indicated that the City of Stanton (City) did not have sufficient expenditures for FY 2017-18 to meet its MOE requirement (Attachment A). This will impact the City's eligibility determination and the disbursement of net Measure M revenues to the City. It should be noted that the City has provided a response to the audit that is also included in Attachment A.

Discussion

In May 2017, the City provided the required MOE certification that stated it budgeted sufficient expenditures for FY 2017-18, consistent with the following requirement:

“The Authority shall not allocate any net revenues to any jurisdiction for any fiscal year until that jurisdiction has certified to the Authority that it has included in its budget for that fiscal year an amount of local discretionary funds for streets and roads purposes, at least equal to the level of its maintenance of effort requirement.”

The City met this MOE requirement based on the submittal and self-certification. The next submittal required from the City related to MOE and eligibility was the expenditure report, which was approved by the City Council through a resolution and submitted to OCTA on October 23, 2018. The City was required to spend \$245,103 using discretionary revenues toward streets and roads-related costs. According to the expenditure plan that was submitted, the City spent \$246,244 to meet this requirement.

However, the audit has determined that the City did not meet the MOE that was reported in its annual expenditure report for FY 2017-18 because several of the expenditures included do not qualify as satisfying MOE requirements (i.e., streets and roads purposes). After deducting these non-transportation expenditures, the City did not meet the MOE requirement for FY 2017-18. However, the City responded that an additional \$13,483 of general fund transportation-related expenditures could be counted toward the MOE requirement. The City also stated that another \$25,000 in transportation

expenditures in another fund could be transferred to the general fund. Alternatively, the City suggested overspending MOE in the future to make up for the underrun in FY 2017-18 MOE expenditures. On April 15, 2019, staff met with the City of Stanton to review the City's audit response, as well as any potential follow-up items. Based on the discussion at the meeting, staff believes the audit findings should remain unchanged.

Under this circumstance, the following M2 Ordinance requirement applies:

“A determination of non-eligibility of a jurisdiction shall be made only after a hearing has been conducted and a determination has been made by the Authority's Board of Directors that the jurisdiction is not an eligible jurisdiction.”

Because the audit determined that the City did not meet the MOE requirement, and in order to be consistent with the requirements of the M2 Ordinance and comply with the intent of the authorizing state statute, it is recommended that the Board find the City ineligible to receive Measure M revenues. Specific recommendations include:

- Find the City ineligible to receive net M2 revenues;
- Suspend payments to the City of net M2 revenues;
- Deduct FY 2018-19 audit costs from any future net M2 payments to the City;
- Increase the City's MOE requirement for FY 2018-19 by the amount of expenditures that were not met as identified in the FY 2017-18 audit; and
- Execute a settlement agreement with the City to correct and remedy the audit issues.

Based on these recommendations, net M2 payments would be suspended until such time that the City has re-established eligibility. These funds will be held in reserve for the City. The City will be required to demonstrate through a future OCTA audit of financial reports, (the audit would be paid for by the City), that it has met the MOE required for FY 2018-19, plus made up for the underrun in MOE expenditures from FY 2017-18. As the M2 Ordinance and eligibility guidelines do not include precise terms and conditions related to re-establishing eligibility, OCTA would execute an agreement with the City that further details specific requirements and timeframes. The City has indicated in its response to the audit, which is provided in Attachment A, that it is willing to work with OCTA on a remedy.

Summary

A recent audit indicated that the City of Stanton did not meet Measure M2 eligibility requirements. Recommendations are presented in response to the audit, consistent with the intent of the Measure M2 Ordinance.

Attachment

- A. Vavrinek, Trine, Day & Co., LLP, Certified Public Accounts, Independent Accountants' Report on Applying Agreed-Upon Procedures - City of Stanton

Prepared by:



Adriann Cardoso
Department Manager, Capital
Programming
(714) 560-5915

Approved by:



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



VAVRINEK, TRINE, DAY & CO., LLP

Certified Public Accountants

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**INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING
AGREED-UPON PROCEDURES — CITY OF STANTON**

Board of Directors

Orange County Local Transportation Authority
and the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority

We have performed the procedures enumerated below, which were agreed to by the Taxpayers Oversight Committee of the Orange County Local Transportation Authority (OCLTA) (the specified party), on the City of Stanton's (City) compliance with certain provisions of the Measure M2 Local Transportation Ordinance (Ordinance) as of and for the fiscal year ended June 30, 2018. The City's management is responsible for compliance with the Ordinance and for its cash, revenue and expenditure records. The sufficiency of these procedures is solely the responsibility of the Taxpayers Oversight Committee of the OCLTA. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures and associated findings were as follows:

1. We obtained the OCLTA Maintenance of Effort (MOE) Calculation Report and identified the required minimum amount to be spent on MOE expenditures by the City.

Findings: The City was required to spend \$245,213 in MOE expenditures during the fiscal year ended June 30, 2018. No exceptions were found as a result of this procedure.

2. We described which funds the City used to track all street and road expenditures and inquired how the City identifies MOE expenditures in its general ledger.

Findings: All MOE expenditures are tracked in the general ledger by fund, program, and activity. The City recorded its MOE expenditures in its General Fund (101) under the Street Maintenance Department. No exceptions were found as a result of this procedure.

3. We obtained the detail of MOE expenditures for the fiscal year ended June 30, 2018 and determined whether the City met the minimum MOE requirement. We agreed the total MOE expenditures to the amount reported on the City's Expenditure Report (Schedule 3, line 18), explaining any differences.

Findings: The City's MOE expenditures for the fiscal year ended June 30, 2018 were \$246,244 (see Schedule A), which exceeded the requirement. We agreed the total expenditures of \$246,244 to the amount reported on the City's Expenditure Report (Schedule 3, line 18), with no differences. No exceptions were found as a result of this procedure.

4. We selected a sample of MOE expenditures from the City’s general ledger expenditure detail, and described the percentage of total expenditures selected for testing. For each item selected, we performed the following:
 - a. Agreed the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal voucher or other appropriate supporting documentation.
 - b. Verified that the expenditure was properly classified as a local street and road expenditure and is allowable per the Ordinance.

Findings: MOE expenditures tested totaled \$115,170, representing approximately 47% of total MOE expenditures for the fiscal year ended June 30, 2018. We identified five expenditures, totaling \$8,593 that were not properly classified as local street and road expenditures, nor were the costs allowable per the Ordinance. After removing the amounts from total MOE expenditures, the City did not meet the minimum MOE requirement.

5. We identified whether or not indirect costs were charged as MOE expenditures. If applicable, we compared indirect costs identified to the amount reported on the Eligible Jurisdiction’s Expenditure Report (Schedule 3, line 1), explaining any differences. If applicable, we obtained detail of indirect costs charged, and selected a sample of charges for inspection. We inspected the supporting documentation for reasonableness and appropriate methodology.

Findings: Based on inspection of the Expenditure Report (Schedule 3, line 1), the City reported \$25,168 as indirect costs. Indirect MOE expenditures tested totaled \$12,584. No exceptions were found as a result of this procedure.

6. We obtained a listing of Measure M2 Local Fair Share payments made from OCLTA to the City and calculated the amount the City received for the past three fiscal years. We obtained the fund balance of the City’s Measure M2 Local Fair Share Fund as of June 30, 2018, agreed to the balance as listed on the City’s Expenditure Report (Schedule 1, line 20), and determined whether funds were expended within three years of receipt, explaining any differences.

Findings: The City received \$1,471,623 for the past three fiscal years ended June 30, 2016, 2017 and 2018. The remaining fund balance of these funds was as follows:

<u>Allocation Year</u>	<u>Funding Source</u>	<u>Remaining Fund Balance</u>
2017/2018	Local Fair Share (M2)	\$ 499,681
2016/2017	Local Fair Share (M2)	\$ 175,576

We agreed the fund balance of \$675,257 to the City’s Expenditure Report (Schedule 1, line 20), with no differences. No exceptions were found as a result of this procedure.

7. We described which fund the City used to track expenditures relating to Measure M2 Local Fair Share monies in its general ledger and the amount spent during the fiscal year ended June 30, 2018. We agreed the total Local Fair Share expenditures per the general ledger to the amounts reflected on the City’s Expenditure Report (Schedule 2, line 17, and detail listed at Schedule 4), explaining any differences.

Findings: The City’s Measure M2 Local Fair Share expenditures are recorded in Fund 220, Measure M Fund. Total Measure M2 Local Fair Share expenditures per the general ledger during the fiscal year ended June 30, 2018 were \$1,279,188 (see Schedule A), which agrees to the City’s Expenditure Report (Schedule 2 line 17, and detail listed at Schedule 4). No exceptions were found as a result of this procedure.

8. We obtained the City's Seven-Year Capital Improvement Program (CIP). We compared the projects listed on the City's Expenditure Report (Schedule 4) to the Seven-Year CIP, explaining any differences. We selected a sample of Measure M2 Local Fair Share expenditures from the City's general ledger expenditure detail, and described the percentage of total expenditures selected for testing. For each item selected, we performed the following:
 - a. Agreed the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal vouchers or other appropriate supporting documentation.
 - b. Verified that the expenditures selected in (a) above were related to projects included in the City's Seven-Year CIP and were properly classified as Measure M2 Local Fair Share projects.

Findings: Measure M2 Local Fair Share expenditures tested totaled \$1,020,348 representing approximately 80% of total Measure M2 Local Fair Share expenditures for the fiscal year ended June 30, 2018. No exceptions were found as a result of this procedure.

9. We identified whether or not indirect costs were charged as Measure M2 Local Fair Share expenditures. If applicable, we compared indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1), explaining any differences. If applicable, we selected a sample of charges, and described the dollar amount tested. We identified the amounts charged and inspected supporting documentation for reasonableness and appropriate methodology.

Findings: Based upon inspection of the general ledger detail, Expenditure Report (Schedule 3, Line 1), and discussion with the City's accounting personnel, no indirect costs were identified as Measure M2 Local Fair Share expenditures for the fiscal year ended June 30, 2018. No exceptions were found as a result of this procedure.

10. We obtained and inspected the City's interest allocation methodology and amount of interest allocated to the Measure M2 Local Fair Share Fund to ensure the proper amount of interest was credited. We agreed the amount reflected to the amount of interest listed on the City's Expenditure Report (Schedule 2, line 4), explaining any differences.

Findings: No exceptions were found as a result of this procedure.

11. We determined the City was found eligible by the TOC Eligibility Subcommittee.

Findings: We inspected the minutes of the TOC and verified that the TOC Eligibility Subcommittee found the City was eligible to receive Measure M2 Local Fair Share funds. No exceptions were found as a result of this procedure.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an audit or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the accounting records, any indirect cost allocation plans and compliance with the provisions of the Measure M2 Local Transportation Ordinance. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

At the request of OCLTA, the City's responses to certain findings are included in Exhibit 1. The responses are included for the purposes of additional information and were not subjected to the procedures described above. Accordingly, we did not perform any procedures on the City's responses and express no assurance or opinion on them.

This report is intended solely for the information and use of the Board of Directors of the Orange County Local Transportation Authority and the Taxpayers Oversight Committee and is not intended to be and should not be used by anyone other than those specified parties.

Vavinich, Trin, Dog Co, LLP

Laguna Hills, California
March 12, 2019

CITY OF STANTON, CALIFORNIA
Schedule of Measure M2 Local Fair Share Expenditures
Year Ended June 30, 2018
(Unaudited)

Maintenance of Effort (MOE) Expenditures:

Maintenance:	
Other Street Purpose Maintenance - Schedule 3, line 15	\$ 221,076
Indirect and/or Overhead - Schedule 3, line 1	<u>25,168</u>
Total MOE Expenditures	<u>246,244</u>

Measure M2 Local Fair Share Expenditures (Schedule 4):

Rutledge & Palais Alley Improvement Project (Citywide Pavement Rehabilitation)	807,596
Western Ave. & Thunderbid Traffic Signal Project (Traffic Signal Improvements)	321,082
Maintenance - Various Street Repairs (Citywide Sluury Seal / Citywide Sidewalk Repair)	<u>150,510</u>
Total Measure M2 Local Fair Share Expenditures	<u>1,279,188</u>
Total MOE and Measure M2 Local Fair Share Expenditures	<u>\$ 1,525,432</u>

Note:

The above amounts were taken directly from the financial records of the City of Stanton and were not audited.



March 12, 2019

David J. Shawver
Mayor

Rigoberto A. Ramirez
Council Member

Carol Warren
Council Member

Gary Taylor
Council Member

Robert W. Hall
Interim City Manager

Board of Directors

Orange County Local Transportation Authority
and the Taxpayers Oversight Committee of the
Orange County Local Transportation Authority

The following response is being submitted to address results from the agreed upon procedures performed for the Measure M2 Local Transportation Ordinance for the City of Stanton as of and for the fiscal year ended June 30, 2018.

Procedure #4

We selected a sample of MOE expenditures from the City's general ledger expenditure detail, and described the percentage of total expenditures selected for testing. For each item selected, we performed the following:

- a. Agreed the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal voucher or other appropriate supporting documentation.
- b. Verified that the expenditure was properly classified as a local street and road expenditure and is allowable per the Ordinance.

Findings:

MOE expenditures tested totaled \$115,170, representing approximately 47% of total MOE expenditures for the fiscal year ended June 30, 2018. We identified five expenditures, totaling \$8,593 that were not properly classified as local street and road expenditures, nor were the costs allowable per the Ordinance. After removing the amounts from total MOE expenditures, the City did not meet the minimum MOE requirement.

City's Response:

The City has identified additional General Fund local street and road expenditures in the amount of \$13,482.89. These expenditures were not recorded as MOE expenditures; however we believe the identified expenditures qualify as local street and road-related, and the total exceeds the identified disallowed costs. We also have over \$25,000 in local street and road expenditures charged to a Lighting and Landscaping District Fund in excess of our shortage that could be transferred if necessary. Alternatively, the City would be willing to transfer from the General Fund or overspend our MOE next year. We are willing to do whatever it takes to be in compliance of our MOE requirement.

The City has already made revisions to internal controls to ensure that this situation will not occur again. Additional controls implemented include:

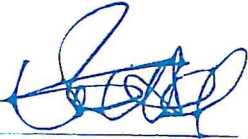
- a) An additional review to ensure all General Fund street maintenance-related expenditures are accurately classified.
- b) A mid-year review of expenditures charged to our Street Maintenance division.

7800 Katella Avenue
Stanton, CA 90680
Phone (714) 379-9222
Fax (714) 890-1443
www.ci.stanton.ca.us

- c) A year-end review to ensure that expenditures charged are appropriate and that the MOE has been met, with the back-up of re-allocating funds charged to our Lighting and Landscaping District Fund if our MOE has not been met.
- d) On top of the additional procedures, we will be budgeting a minimum of 10% cushion between the minimum MOE requirement and the City's local street and road expenditure budget.

As a result of the above internal control changes, we are confident that the City will meet the minimum MOE requirements in the future, and would be willing to comply with another audit next year or one in the next few years to verify that these controls protect against falling short of our MOE requirement.

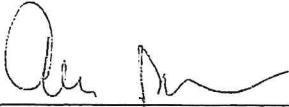
Sincerely,



Title: Interim City Manager



Title: Assistant City Manager
(Director of Finance)



Title: Public Works Director



COMMITTEE TRANSMITTAL

May 13, 2019

To: Members of the Board of Directors
From: *RW*
Laurena Weinert, Clerk of the Board
Subject: Measure M2 Eligibility for the City of Santa Ana

Executive Committee Meeting of May 6, 2019

Present: Chairman Shaw, Vice Chairman Jones, and Directors Bartlett, Do, Hennessey, and M. Murphy
Absent: Director Davies

Committee Vote


This item was passed by the Members present.

Committee Recommendations

- A. Find the City of Santa Ana ineligible to receive net Measure M2 revenues.
- B. Suspend payments to the City of Santa Ana of net Measure M2 revenues until the City of Santa Ana can demonstrate compliance with Measure M2 eligibility requirements and the Board of Directors acts to find the City of Santa Ana an "eligible agency."
- C. Authorize the Chief Executive Officer to execute Amendment No. 5 to Contract No. C-5-3564 with Vavrinek, Trine, Day and Company, LLP to revise the scope of work, add an additional task to apply agreed-upon procedures to assess compliance with maintenance of effort expenditure requirements, extend the agreement through June 30, 2020, and authorize staff to deduct fiscal year 2018-19 audit costs from any future net Measure M2 payments to the City of Santa Ana.
- D. Increase the City of Santa Ana's maintenance of effort requirement for fiscal year 2018-19 by the amount of expenditures that were not met as identified in the fiscal year 2017-18 audit.
- E. Authorize the Chief Executive Officer to negotiate and execute a settlement agreement with the City of Santa Ana to correct and remedy the fiscal year 2017-18 audit issues.



May 6, 2019

To: Executive Committee
From: Darrell E. Johnson, Chief Executive Officer 
Subject: Measure M2 Eligibility for the City of Santa Ana

Overview

The Orange County Transportation Authority's Internal Auditor recently prepared an audit of the City of Santa Ana for fiscal year 2017-18. The audit concluded that the City of Santa Ana did not expend sufficient discretionary funds on streets and road purposes to meet the Measure M2 Ordinance maintenance of effort requirement. Based on this information, recommendations are presented related to compliance with the Measure M2 Ordinance.

Recommendations

- A. Find the City of Santa Ana ineligible to receive net Measure M2 revenues.
- B. Suspend payments to the City of Santa Ana of net Measure M2 revenues until the City of Santa Ana can demonstrate compliance with Measure M2 eligibility requirements and the Board of Directors acts to find the City of Santa Ana an "eligible agency."
- C. Authorize the Chief Executive Officer to execute Amendment No. 5 to Contract No. C-5-3564 with Vavrinek, Trine, Day and Company, LLP to revise the scope of work, add an additional task to apply agreed-upon procedures to assess compliance with maintenance of effort expenditure requirements, extend the agreement through June 30, 2020, and authorize staff to deduct fiscal year 2018-19 audit costs from any future net Measure M2 payments to the City of Santa Ana.
- D. Increase the City of Santa Ana's maintenance of effort requirement for fiscal year 2018-19 by the amount of expenditures that were not met as identified in the fiscal year 2017-18 audit.
- E. Authorize the Chief Executive Officer to negotiate and execute a settlement agreement with the City of Santa Ana to correct and remedy the fiscal year 2017-18 audit issues.

Background

The Measure M2 (M2) Ordinance outlines eligibility requirements that each local agency must continually satisfy to receive net revenues from the M2 Program, including local fair share, the Senior Mobility Program, and awards through competitive programs. One of the requirements is that a local agency must continue to invest a certain level of discretionary revenues, such as general funds that support street and road activities, to be deemed eligible for any M2 funding. This requirement is rooted in the California Public Utilities Code (PUC) 180001 that enables local transportation authorities to seek voter approval for sales tax measures. The PUC states the intent of the legislature is that funds generated through a sales tax ordinance “shall supplement existing local revenues used for public transportation purposes and that local governments maintain their existing commitment of local funds for transportation purposes” (PUC 180200).

In the eligibility process, this requirement is referred to as the maintenance of effort (MOE) requirement and was also included in the original Measure M Program. Each jurisdiction is required to maintain a minimum level of local streets and roads discretionary expenditures. The minimum level was based on the average of general fund expenditures for local street maintenance and construction over the period of fiscal year (FY) 1985-86 through FY 1989-90. M2 used a similar benchmark and requires the amount to be adjusted for inflation every three years commensurate with overall growth of the local agency’s general fund revenues.

The local agency demonstrates its commitment to comply with the required MOE through budgeting the appropriate level of discretionary funding as part of the local agency budget process and providing the Orange County Transportation Authority (OCTA) with an expenditure report to validate the commitment at the end of the budget year.

In the 29 years of combined experience of administering the original Measure M and now M2 programs, OCTA has never had an instance in which it had to find a local jurisdiction ineligible to receive net Measure M revenues due to failure to meet the MOE requirement.

The OCTA Board of Directors (Board) makes a determination of eligibility annually based on the information that is provided by each jurisdiction and with support from the Taxpayer Oversight Committee (TOC), which is also charged with reviewing certain submittals. Following the annual eligibility cycle, the TOC directs the internal auditor to carry out audits to confirm that funds have been spent in accordance with the M2 Ordinance and that each jurisdiction had sufficient expenditures to meet the previously self-certified MOE requirement.

Every year, OCTA's Finance and Administration, Internal Audit, and Planning staff, as well as the TOC, have cautioned local agencies that budgeting at or just above the required MOE amount may put the agency's M2 funds at risk if they end up not meeting the requirement due to disallowed costs.

At the direction of the TOC, the OCTA Internal Auditor prepared an audit that was presented to the Board on April 8, 2019, which indicated that the City of Santa Ana (City) did not have sufficient expenditures for FY 2017-18 to meet its MOE requirement (Attachment A). This will impact the City's eligibility determination and the disbursement of net Measure M revenues to the City. It should be noted that the City has provided a response to the audit that is also included in Attachment A.

Discussion

In June 2017, the City provided the required MOE certification that stated it budgeted sufficient expenditures for FY 2017-18, consistent with the following requirement:

“The Authority shall not allocate any net revenues to any jurisdiction for any fiscal year until that jurisdiction has certified to the Authority that it has included in its budget for that fiscal year an amount of local discretionary funds for streets and roads purposes, at least equal to the level of its maintenance of effort requirement.”

The City met this MOE requirement based on the submittal and self-certification. The next submittal required from the City related to MOE and eligibility was the expenditure report, which was submitted to OCTA on November 29, 2018, and was formally approved by the City Council through a resolution on December 18, 2018. The City was required to spend \$7,755,107 using discretionary revenues toward streets and roads-related costs. According to the expenditure plan that was submitted, the City spent \$8,207,411 to meet this requirement.

However, the audit could not verify the indirect cost methodology for ten transactions, totaling \$715,626, to confirm that those costs are eligible MOE expenditures. The City, in its response to the audit, agreed that it could not produce the original allocation methodology that is being applied and has indicated it will engage a third party to implement updated internal service charges. After deducting these unverifiable expenditures, the City did not meet the MOE requirement for FY 2017-18. The City responded that it has graffiti abatement charges, which were not submitted toward the MOE requirement, and believes they would be eligible to meet the MOE obligation. On April 15, 2019, staff met with the City to review the City's audit response, as well as any potential follow-up items. Based on the discussion at the meeting, staff believes the audit findings should remain unchanged.

Under this circumstance, the following M2 Ordinance requirement applies:

“A determination of non-eligibility of a jurisdiction shall be made only after a hearing has been conducted and a determination has been made by the Authority’s Board of Directors that the jurisdiction is not an eligible jurisdiction.”

Because the audit determined that the City did not provide sufficient verifiable expenditures in its expenditure report to meet the MOE requirement, and in order to be consistent with the requirements of the M2 Ordinance and comply with the intent of the authorizing state statute, it is recommended that the Board find the City ineligible to receive Measure M revenues. Specific recommendations include:

- Find the City ineligible to receive net M2 revenues;
- Suspend payments to the City of net M2 revenues;
- Deduct FY 2018-19 audit costs from any future net M2 payments to the City;
- Increase the City’s MOE requirement for FY 2018-19 by the amount that the City fell short in meeting the required MOE for FY 2017-18, as identified in the FY 2017-18 audit; and
- Execute a settlement agreement with the City to correct and remedy the audit issues.

Based on these recommendations, net M2 payments would be suspended until such time that the City has re-established eligibility. These funds will be held in reserve for the City. The City will be required to demonstrate through a future OCTA audit of financial reports, (the audit would be paid for by the City), that it has met the MOE required for FY 2018-19, plus made up for the underrun in MOE expenditures from FY 2017-18. As the M2 Ordinance and eligibility guidelines do not include precise terms and conditions related to re-establishing eligibility, OCTA would execute an agreement with the City that further details specific requirements and timeframes.

Summary

A recent audit indicated that the City of Santa Ana did not meet Measure M2 eligibility requirements. Recommendations are presented in response to the audit, consistent with the intent of the Measure M2 Ordinance.

Attachment

- A. Vavrinek, Trine, Day & Co., LLP, Certified Public Accounts, Independent Accountants' Report on Applying Agreed-Upon Procedures - City of Santa Ana

Prepared by:



Adriann Cardoso
Department Manager,
Capital Programming
(714) 560-5915

Approved by:



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



VAVRINEK, TRINE, DAY & CO., LLP
 Certified Public Accountants

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**INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING
 AGREED-UPON PROCEDURES — CITY SANTA ANA**

Board of Directors

Orange County Local Transportation Authority
 and the Taxpayers Oversight Committee of the
 Orange County Local Transportation Authority

We have performed the procedures enumerated below, which were agreed to by the Taxpayers Oversight Committee of the Orange County Local Transportation Authority (OCLTA) (the specified party), on the City of Santa Ana's (City) compliance with certain provisions of the Measure M2 Local Transportation Ordinance (Ordinance) as of and for the fiscal year ended June 30, 2018. The City's management is responsible for compliance with the Ordinance and for its cash, revenue and expenditure records. The sufficiency of these procedures is solely the responsibility of the Taxpayers Oversight Committee of the OCLTA. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures and associated findings were as follows:

1. We obtained the OCLTA Maintenance of Effort (MOE) Calculation Report and identified the required minimum amount to be spent on MOE expenditures by the City.

Findings: The City was required to spend \$7,755,107 in MOE expenditures during the fiscal year ended June 30, 2018. No exceptions were found as a result of this procedure.

2. We described which funds the City used to track all street and road expenditures and inquired how the City identifies MOE expenditures in its general ledger.

Findings: All MOE expenditures are tracked in the general ledger by fund, program, and activity. The City recorded its MOE expenditures in its General Fund under the Street Light Maintenance Accounting Unit (01117630), Roadway Markings/Signs Accounting Unit (01117625), Roadway Cleaning Accounting Unit (06817641), and Street Signs Accounting Unit (06817643). No exceptions were found as a result of this procedure.

3. We obtained the detail of MOE expenditures for the fiscal year ended June 30, 2018 and determined whether the City met the minimum MOE requirement. We agreed the total MOE expenditures to the amount reported on the City's Expenditure Report (Schedule 3, line 18), explaining any differences.

Findings: The City's MOE expenditures for the fiscal year ended June 30, 2018 were \$8,207,411 (see Schedule A), which exceeded the requirement. We agreed the total expenditures of \$8,207,411 to the amount reported on the City's Expenditure Report (Schedule 3, line 18) with no differences. No exceptions were found as a result of this procedure.

4. We selected a sample of MOE expenditures from the City’s general ledger expenditure detail, and described the percentage of total expenditures selected for testing. For each item selected, we performed the following:
 - a. Agreed the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal voucher or other appropriate supporting documentation.
 - b. Verified that the expenditure was properly classified as a local street and road expenditure and is allowable per the Ordinance.

Findings: MOE expenditures tested totaled \$2,507,830, representing approximately 31% of total MOE expenditures for the fiscal year ended June 30, 2018. We were unable to verify the indirect cost methodology for 10 transactions totaling \$715,626. The City was unable to provide evidence of a documented allocation methodology to support the allocation of the charges. If MOE expenditures of \$715,626 were removed, the City would not meet the minimum MOE requirement.

5. We identified whether or not indirect costs were charged as MOE expenditures. If applicable, we compared indirect costs identified to the amount reported on the Eligible Jurisdiction’s Expenditure Report (Schedule 3, line 1), explaining any differences. If applicable, we obtained detail of indirect costs charged, and selected a sample of charges for inspection. We inspected the supporting documentation for reasonableness and appropriate methodology.

Findings: Based on inspection of the Expenditure Report (Schedule 3, line 1), the City reported \$0 as indirect costs. However, per discussion with City’s accounting personnel and inspection of the general ledger expenditure detail, we identified indirect costs charged as M2 expenditures in other lines of the City’s Expenditure Report totaling \$1,546,764 for the fiscal year ending June 30, 2018. Indirect MOE expenditures tested totaled \$1,456,821. Similar to procedure 4 above, we were unable to verify the indirect cost methodology for 10 transactions totaling \$715,626. The City was unable to provide evidence of a documented allocation methodology to support the allocation of the charges. No other exceptions were found as a result of this procedure.

6. We obtained a listing of Measure M2 Local Fair Share payments made from OCLTA to the City and calculated the amount the City received for the past three fiscal years. We obtained the fund balance of the City’s Measure M2 Local Fair Share Fund as of June 30, 2018, agreed to the balance as listed on the City’s Expenditure Report (Schedule 1, line 20), and determined whether funds were expended within three years of receipt, explaining any differences.

Findings: The City received \$13,785,292 for the past three fiscal years ended June 30, 2016, 2017 and 2018. The remaining fund balance of these funds was as follows:

<u>Allocation Year</u>	<u>Funding Source</u>	<u>Remaining Fund Balance</u>
2017/2018	Local Fair Share (M2)	\$ 4,726,596
2016/2017	Local Fair Share (M2)	\$ 4,619,182
2015/2016	Local Fair Share (M2)	\$ 270,073

We agreed the fund balance of \$9,615,851 compared to the City’s Expenditure Report (Schedule 1, line 20) of \$9,747,041, identifying a difference of \$131,190. No other exceptions were found as a result of this procedure.

7. We described which fund the City used to track expenditures relating to Measure M2 Local Fair Share monies in its general ledger and the amount spent during the fiscal year ended June 30, 2018. We agreed the total Local Fair Share expenditures per the general ledger to the amounts reflected on the City's Expenditure Report (Schedule 2, line 17, and detail listed at Schedule 4), explaining any differences.

Findings: The City's Measure M2 Local Fair Share expenditures are recorded in Fund 32, Measure M Fund. Total Measure M2 Local Fair Share expenditures per the general ledger during the fiscal year ended June 30, 2018 were \$6,578,954 (see Schedule A), which agreed to the City's Expenditure Report (Schedule 2 line 17, and detail listed at Schedule 4). No exceptions were found as a result of this procedure.

8. We obtained the City's Seven-Year Capital Improvement Program (CIP). We compared the projects listed on the City's Expenditure Report (Schedule 4) to the Seven-Year CIP, explaining any differences. We selected a sample of Measure M2 Local Fair Share expenditures from the City's general ledger expenditure detail, and described the percentage of total expenditures selected for testing. For each item selected, we performed the following:
 - a. Agreed the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal vouchers or other appropriate supporting documentation.
 - b. Verified that the expenditures selected in (a) above were related to projects included in the City's Seven-Year CIP and were properly classified as Measure M2 Local Fair Share projects.

Findings: Measure M2 Local Fair Share expenditures tested totaled \$4,723,797 representing approximately 72% of total Measure M2 Local Fair Share expenditures for the fiscal year ended June 30, 2018. No exceptions were found as a result of this procedure.

9. We identified whether or not indirect costs were charged as Measure M2 Local Fair Share expenditures. If applicable, we compared indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1), explaining any differences. If applicable, we selected a sample of charges, and described the dollar amount tested. We identified the amounts charged and inspected supporting documentation for reasonableness and appropriate methodology.

Findings: Based upon inspection of the general ledger detail, Expenditure Report (Schedule 3, Line 1), and discussion with the City's accounting personnel, \$571,578 of indirect costs were identified as Measure M2 Local Fair Share expenditures for the fiscal year ended June 30, 2018. M2 expenditures under Schedule 3, Line 1 tested totaled \$101,600. No exceptions were found as a result of this procedure.

10. We obtained and inspected the City's interest allocation methodology and amount of interest allocated to the Measure M2 Local Fair Share Fund to ensure the proper amount of interest was credited. We agreed the amount reflected to the amount of interest listed on the City's Expenditure Report (Schedule 2, line 4), explaining any differences.

Findings: No exceptions were found as a result of this procedure.


11. We determined the City was found eligible by the TOC Eligibility Subcommittee.

Findings: We inspected the minutes of the TOC and verified that the TOC Eligibility Subcommittee found the City was eligible to receive Measure M2 Local Fair Share funds. No exceptions were found as a result of this procedure.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an audit or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the accounting records, any indirect cost allocation plans and compliance with the provisions of the Measure M2 Local Transportation Ordinance. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

At the request of OCLTA, the City's responses to certain findings are included in Exhibit 1. The responses are included for the purposes of additional information and were not subjected to the procedures described above. Accordingly, we did not perform any procedures on the City's responses and express no assurance or opinion on them.

This report is intended solely for the information and use of the Board of Directors of the Orange County Local Transportation Authority and the Taxpayers Oversight Committee and is not intended to be and should not be used by anyone other than those specified parties.


Laguna Hills, California
March 13, 2019

CITY OF SANTA ANA, CALIFORNIA
Schedule of Measure M2 Local Fair Share Expenditures
Year Ended June 30, 2018
(Unaudited)

Maintenance of Effort (MOE) Expenditures:

Maintenance:

Street Lights & Traffic Signals - Schedule 3, line 13	\$ 2,485,446
Other Street Purpose Maintenance - Schedule 3, line 15	<u>5,721,965</u>
Total MOE Expenditures	<u>8,207,411</u>

Measure M2 Local Fair Share Expenditures (Schedule 4):

Alley Improvement Program (FY 14/15 - 17/18)	299,095
Bike Lane Project Development (FY 14 & FY 18)	39,625
Bristol Street Corridor Traffic Synchronization	20,948
Bristol Street Protected Lane Edinger - 1st	21,686
Citywide Bike Racks and SARTC Bicycle Center	1,631
Crosswalk Upgrades - Phase II	1,409
Fairview St: Segerstrom to NCL (Arterial Street Preventative Maintenance)	724,941
First Street Bike Lane - Newhope to Harbor	25,629
Arterial Street Preventative Maintenance	489,726
Grand/Glassel/Kraemer Corridor Traffic Signal Synchronization	11,581
Harbor Boulevard Corridor Traffic Signal Synchronization	12,024
Heninger Elementary Safe Routes to School	41,243
Local Street Preventive Maintenance FY 17/18	1,048,554
Pavement Management (FY16-17 -17/18)	307,293
Pedestrian Countdown and ADA Upgrade (Count Down Pedestrian Heads - Citywide)	(1,483)
Project Development FY 17/18	144,129
Right-of-Way Management FY17/18	91,849
Traffic Management Plans FY 16/17 - 17/18	28,307
Traffic Signal Modifications at 4 Intersections*	16,029
Warner Industrial Community Pavement Improvements	2,763,420
Warner Avenue Rehabilitation: WCL at Santa Ana River to Grand (Arterial Street Preventative Maintenance)	452,061
Westminster Avenue/17th Street Corridor Traffic Signal Synchronization	9,929
Westminster Avenue Rehabilitation: Clinton to Fairview	23,541
Westminster Avenue Rehabilitation: Harbor to Clinton	<u>5,787</u>
Total Measure M2 Local Fair Share Expenditures	<u>6,578,954</u>

Total MOE and Measure M2 Local Fair Share Expenditures	<u>\$ 14,786,365</u>
--	----------------------

Note:

The above amounts were taken directly from the financial records of the City of Santa Ana and were not audited.

* This includes 4 separate CIP projects including
 17th Street at English Street - Traffic Signal Modification
 Edinger Avenue at Sullivan Street - Traffic Signal Modification
 MacArthur Boulevard at Plaza Drive - Traffic Signal Modification
 Westminster Avenue at Clinton Street - Traffic Signal Modification

MAYOR
Miguel A. Pulido
MAYOR PRO TEM
Juan Villegas
COUNCILMEMBERS
Cecilia Iglesias
David Penaloza
Vacant
Vicente Sarmiento
Jose Solorio



ACTING CITY MANAGER
Steven A. Mendoza
CITY ATTORNEY
Sonia R. Carvalho
ACTING CLERK OF THE COUNCIL
Norma Mitre-Ramirez

EXHIBIT 1

CITY OF SANTA ANA

20 Civic Center Plaza • P.O. Box 1988
Santa Ana, California 92702
www.santa-ana.org

March 13, 2019

Vavrinek, Trine, Day & Co., LLP
25231 Paseo De Alicia, Suite 100
Laguna Hills, California 92653

The following response is being submitted to address results from the agreed upon procedures performed for the Measure M2 Local Transportation Ordinance for the City of Santa Ana as of and for the fiscal year ended June 30, 2018.

Procedure #4

We selected a sample of MOE expenditures from the City's general ledger expenditure detail, and described the percentage of total expenditures selected for testing. For each item selected, we performed the following:

- a. Agreed the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal voucher or other appropriate supporting documentation.
- b. Verified that the expenditure was properly classified as a local street and road expenditure and is allowable per the Ordinance.

Findings:

MOE expenditures tested totaled \$2,507,830, representing approximately 31% of total MOE expenditures for the fiscal year ended June 30, 2018. We were unable to verify the indirect cost methodology for 10 transactions totaling \$715,626. The City was unable to provide evidence of a documented allocation methodology to support the allocation of the charges. If MOE expenditures of \$715,626 were removed, the City would not meet the minimum MOE requirement.

City's Response:

The \$715,626 represents Internal Service Fund charges allocated to the Public Works Agency programs identified in the MOE Calculation Report. The allocation methodology was developed based on the City's review of services provided by each Internal Service Fund and associated costs. These charges have been adjusted incrementally each year to reflect changes in the total cost to provide services and approved by the City Council through the annual budget process. However, due to staff changes and records retention, the City is unable to locate supporting documentation for the initial allocation methodology. The City will be engaging a third party to develop and implement updated internal service charges.

SANTA ANA CITY COUNCIL

Miguel A. Pulido
Mayor
mpulido@santa-ana.org

Juan Villegas
Mayor Pro Tem, Ward 5
jvillegas@santa-ana.org

Vicente Sarmiento
Ward 1
vsarmiento@santa-ana.org

David Penaloza
Ward 2
dpenaloza@santa-ana.org

Jose Solorio
Ward 3
jsolorio@santa-ana.org

Vacant
Ward 4

Cecilia Iglesias
Ward 6
ciglesias@santa-ana.org

Subsequent to filing the fiscal year 2017-18 MOE Calculation Report, the City became aware that expenditures related to its graffiti abatement program were erroneously excluded from the report. OCTA had previously confirmed that the graffiti abatement expenditures were eligible for MOE calculations. The total expenditures related to the graffiti abatement program for the fiscal year ended June 30, 2018 was \$1,161,335. The addition of the graffiti abatement expenditures would reflect the City’s continued compliance in meeting and/or exceeding the minimum MOE requirements.

Procedure #5

We identified whether or not indirect costs were charged as MOE expenditures. If applicable, we compared indirect costs identified to the amount reported on the Eligible Jurisdiction’s Expenditure Report (Schedule 3, line 1), explaining any differences. If applicable, we obtained detail of indirect costs charged, and selected a sample of charges for inspection. We inspected the supporting documentation for reasonableness and appropriate methodology.

Findings:

Based on inspection of the Expenditure Report (Schedule 3, line 1), the City reported \$0 as indirect costs. However, per discussion with City’s accounting personnel and inspection of the general ledger expenditure detail, we identified indirect costs charged as M2 expenditures in other lines of the City’s Expenditure Report totaling \$1,546,764 for the fiscal year ending June 30, 2018. Indirect MOE expenditures tested totaled \$1,456,821. Similar to procedure 4 above, we were unable to verify the indirect cost methodology for 10 transactions totaling \$715,626. The City was unable to provide evidence of a documented allocation methodology to support the allocation of the charges. No other exceptions were found as a result of this procedure.

City’s Response:

The City reviewed and verified the indirect costs identified by the auditors. The City will report indirect costs on M2 Expenditures Report Schedule 3, line 1, effective fiscal year 2018-19. As discussed in the City’s response to the finding noted under Procedure #4 above, the addition of the graffiti abatement expenditures would reflect the City’s continued compliance in meeting and/or exceeding the minimum MOE requirements.

Procedure #6

We obtained a listing of Measure M2 Local Fair Share payments made from OCLTA to the City and calculated the amount the City received for the past three fiscal years. We obtained the fund balance of the City’s Measure M2 Local Fair Share Fund as of June 30, 2018, agreed to the balance as listed on the City’s Expenditure Report (Schedule 1, line 20), and determined whether funds were expended within three years of receipt, explaining any differences.

Findings:

The City received \$13,785,292 for the past three fiscal years ended June 30, 2016, 2017 and 2018. The remaining fund balance of these funds was as follows:

<u>Allocation Year</u>	<u>Funding Source</u>	<u>Remaining Fund Balance</u>
2017/2018	Local Fair Share (M2)	\$ 4,726,596
2016/2017	Local Fair Share (M2)	\$ 4,619,182
2015/2016	Local Fair Share (M2)	\$ 270,073

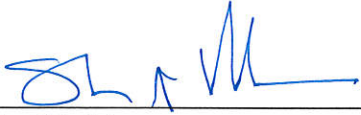
SANTA ANA CITY COUNCIL

We agreed the fund balance of \$9,615,851 to the City's Expenditure Report (Schedule 1, line 20), identifying a difference of \$131,190. No other exceptions were found as a result of this procedure.

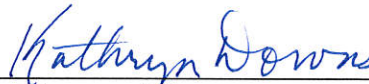
City's Response:

The fund balance of \$9,615,851 did not include \$220,775 of interest allocation reported on Schedule 1, line 20 of the M2 Expenditures Report. Therefore, the fund balance should have been \$9,836,626, which results in a difference of \$89,585. The difference was an unidentified variance carried over from prior fiscal years. Due to staff changes and records retention, the City was unable to find supporting documentation for the variance. During upcoming fiscal years, the City will continue to review and improve internal procedures to ensure accurate financial reporting.

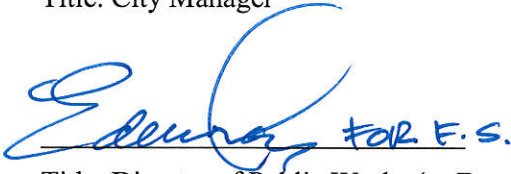
Sincerely,



Title: City Manager



Title: Director of Finance




Title: Director of Public Works (or Department that oversees Measure M-Local Fair Share)

SANTA ANA CITY COUNCIL



May 13, 2019

To: Members of the Board of Directors
From: Darrell E. Johnson, Chief Executive Officer 
Subject: Orange County Transportation Authority Fiscal Year 2019-20 Budget Workshop

Overview

The Orange County Transportation Authority is developing the fiscal year 2019-20 budget, which identifies available revenues and the costs associated with providing transportation services and programs for Orange County. The proposed budget will be reviewed in detail in a two-hour informal workshop following the May 13, 2019, Orange County Transportation Authority Board of Directors' meeting.

Recommendation

Receive and file as an information item.

Background

The preparation of the Orange County Transportation Authority's (OCTA) annual budget began in December 2018 with the development of initial revenue projections, a service plan, and program goals and objectives for the upcoming fiscal year (FY). The service plan and program goals and objectives were developed in accordance with those of the Board of Directors (Board) and Chief Executive Officer (CEO).

Each division developed and submitted its budget requests in January, which were subject to successive internal reviews. The proposed budget was reviewed by a CEO-appointed internal budget review committee, consisting of the Deputy CEO, Chief Financial Officer, and Executive Director of Human Resources and Organizational Development, to ensure a balanced and fiscally responsible budget is delivered consistent with the Board's goals, CEO's goals, Comprehensive Business Plan, and the Next10 Plan.

The development of the FY 2019-20 proposed budget was based on a series of programmatic assumptions that were presented to the Finance and

Administration Committee on March 27, 2019. The presentation covered the guiding principles and assumptions used to develop the budget for OCTA's major programs including: Measure M2 (M2), transit, motorist services, and the 91 Express Lanes.

Discussion

Staff will be presenting the FY 2019-20 budget in detail in an informal workshop setting on May 13, 2019. The presentation will include a discussion of program goals and objectives, proposed staffing plan, and the sources and uses of funds planned to meet specified program goals. The presentation will be solely informational for the Board. No public hearing will be held at the meeting, nor will the Board be asked to vote on the budget at the meeting. A public hearing for the budget is scheduled to occur at the June 10, 2019, Board meeting, after which staff anticipates seeking Board approval of the budget.

The FY 2019-20 proposed budget represents a balanced plan of sources and uses of funds. Sources of funds include new revenues received within the year, as well as planned uses of prior year designations. Planned uses of prior year designations are funds set aside (designated) in prior FYs to be utilized in the current FY. The uses of these funds are planned and do not represent a utilization of funds as a result of deficit spending. Expenditures include current year expenditures, as well as funds designated in the current FY to be used in a future FY.

The combination of estimated revenues and planned use of reserves produces available funding of \$1,525.2 million, while proposed expenditures and designations yield a total use of funds of \$1,525.2 million. On a year-over-year comparison to the approved FY 2018-19 budget, the FY 2019-20 proposed budget is \$219.3 million higher than the FY 2018-19 budget. The increase is driven by the purchase of replacement buses for approximately half of the fixed-route and paratransit fleets.

In FY 2019-20, the sales tax growth rate for the M2 Program is forecasted to be 2.5 percent, and the growth rate for the ¼ cent Local Transportation Fund sales tax is forecasted to be 2.1 percent, based on the Board-approved sales tax forecasting methodology.

The M2 Program will continue to improve freeways, and streets and roads throughout Orange County, as well as fund multiple transit programs. Included in the proposed budget is \$366.4 million to help fund freeway improvement projects on Interstate 405, Interstate 5, State Route 55, State Route 57, and State Route 91. Approximately \$159 million is budgeted to improve streets and

roads, including \$58 million to fund the Local Fair Share Program, \$57.2 million for the Regional Capacity Program, and \$33.5 million for Regional Traffic Signal Synchronization. In addition, the budget also includes \$48.5 million for ongoing construction of the OC Streetcar.

The Transit Program includes bus transit, rail transit, and commuter rail. For the bus program, efforts to increase ridership will continue with OC Bus 360°. Consumed fixed-route revenue hours are proposed to increase by 1.4 percent to 1.63 million based on the first full year of operations for Bravo! Route 529. The proposed budget continues to include fixed-route service at 60 percent directly-operated and 40 percent of the service delivered by OCTA's contracted service provider. In addition, OC Flex service continues with 23,000 revenue vehicle hours. No fare increase is assumed in the budget. Also included in the FY 2019-20 proposed budget is \$219.8 million for bus purchases.

For rail transit, OC Streetcar construction continues, and execution of the operations and maintenance contract is expected to take place in FY 2019-20. Under commuter rail, changes to expect include the conversion of two Laguna Niguel to Fullerton roundtrips to one Laguna Niguel to Los Angeles roundtrip. In addition, one added roundtrip in the evening from Oceanside to Los Angeles is also included in the FY 2019-20 proposed budget.

The 91 Express Lanes Program toll revenue is expected to increase by \$3.5 million, based primarily on an estimated increase in trips of approximately 300,000. Operating expenses are consistent with last year and capital funds will be used to support the Placentia Metrolink station and the State Route 91 freeway improvements from State Route 57 to State Route 55 (Project I), per prior Board actions.

The Motorist Services Program is expected to see a growth in freeway service patrol scheduled services hours from 87,384 to 89,646 and administration of the Orange County Taxi Administration Program is expected to be fully funded for all of FY 2019-20.

Summary

Staff will conduct a budget workshop for the OCTA Board at the May 13, 2019, Board meeting. The presentation will be solely informational for the Board. No public hearing will be held at the meeting, nor will the Board be asked to vote on the budget at the meeting. A public hearing for the budget is scheduled to occur at the June 10, 2019, Board meeting, after which staff anticipates seeking Board approval of the budget.

Attachment

- A. Orange County Transportation Authority Fiscal Year 2019-20 Budget Workshop

Prepared by:



Victor Velasquez
Department Manager,
Financial Planning and Analysis
(714) 560-5592

Approved by:



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

Orange County Transportation
Authority
Fiscal Year 2019-20
Budget Workshop

OCTA

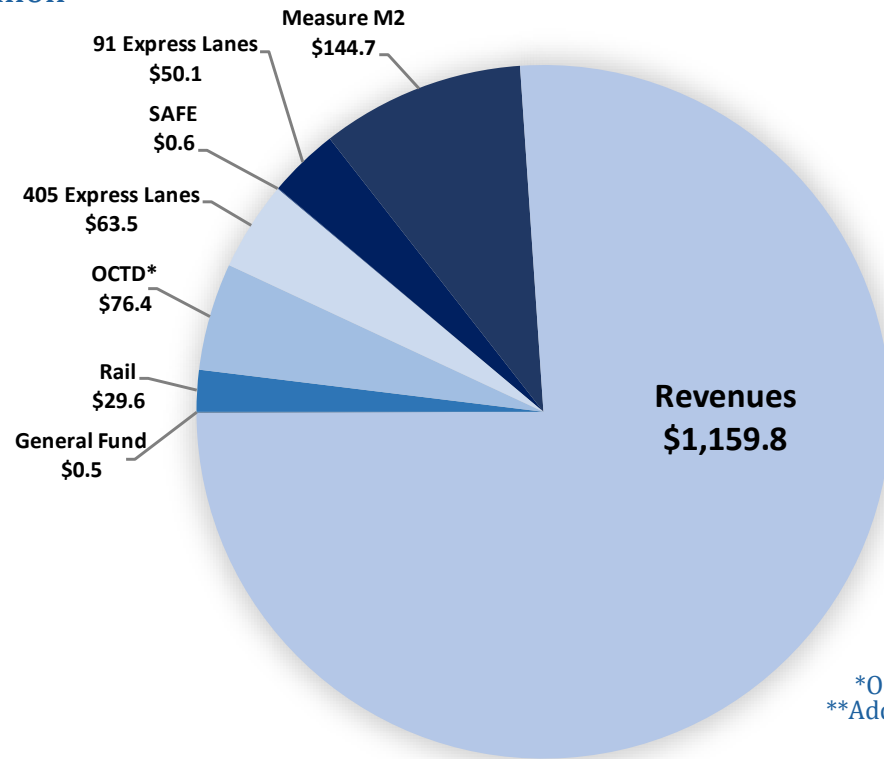
Budget Themes

- Balanced budget reflects Board of Directors (Board) and Chief Executive Officer Initiatives
- Delivers on Capital Projects
 - Interstate 405 Improvement Project
 - Interstate 5 improvement projects in both South County and Central County
 - OC Streetcar construction, vehicle delivery, and operations and maintenance contract
- Continuation of OC Bus 360°
 - No fare increase
 - Consumed fixed-route revenue hours to increase by 1.4 percent to 1.63 million based on the first full year of operations for Bravo! Route 529
 - Continuation of OC Flex on-demand micro transit pilot service

Budget Overview

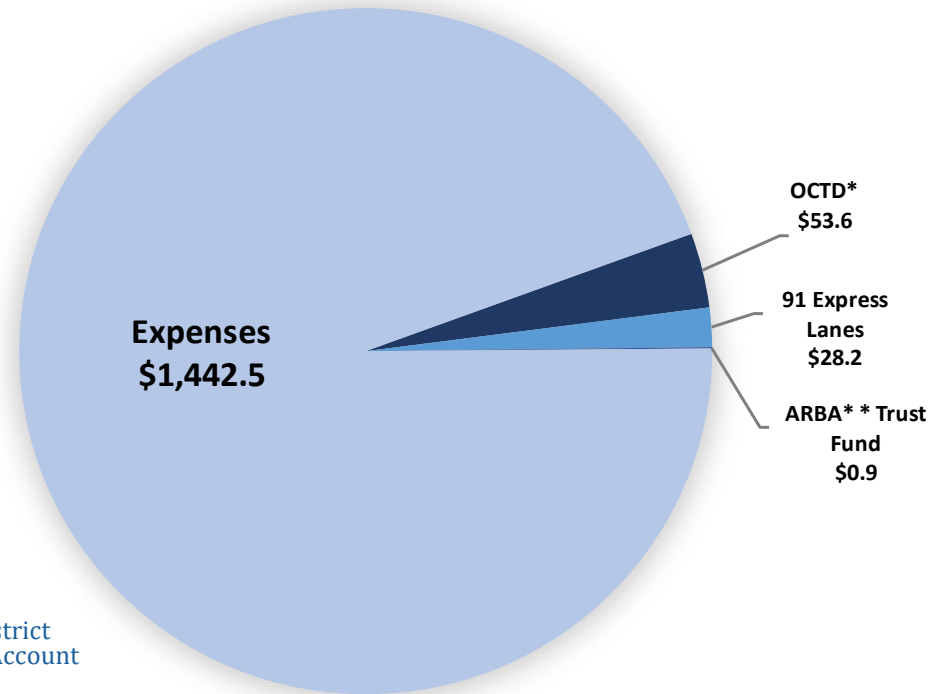
Use of Prior Year Designations
\$365.4 million

Source of Funds \$1,525.2 million



Use of Funds \$1,525.2 million

Designations
\$82.7 million



*Orange County Transit District
**Additional Retiree Benefit Account

Planned Use of Prior Year Designations

In Millions		FY 2018-19	FY 2019-20
Fund	Program	Approved Budget	Proposed Budget
Local Transportation Authority Measure M2	<i>Freeways</i>	\$ 165.3	\$ 144.7
Orange County Transit District	<i>Transit</i>	12.1	76.4
405 Express Lanes	<i>Freeways</i>	-	63.5
91 Express Lanes	<i>Rail and Freeways</i>	14.5	50.1
Commuter Rail	<i>Rail</i>	31.9	29.6
Service Authority for Freeway Emergencies	<i>Motorist Services</i>	-	0.6
General Fund	<i>Freeways</i>	1.8	0.5
Measure M2 Debt Service	<i>M2 Debt Service</i>	6.7	-
Internal Service Fund - Public Liability and Property Damage	<i>PL & PD Claim Expense</i>	5.3	-
Orange County Taxi Administration Program	<i>Motorist Services</i>	0.1	-
Total Use of Prior Year Designations		\$ 237.8	\$ 365.4

Budget Sources and Uses

In Millions	FY* 2018-19	FY* 2019-20	Change	Change
Sources	Approved Budget	Proposed Budget	\$	%
Revenues	\$ 1,068.1	\$ 1,159.8	\$ 91.7	8.6%
Use of Prior Year Designations	237.8	365.4	127.6	53.7%
Total Revenue / Use of Designations	\$ 1,305.9	\$ 1,525.2	\$ 219.3	16.8%
Uses				
Salaries and Benefits	\$ 163.6	\$ 169.7	\$ 6.1	3.7%
LOSSAN** Salaries and Benefits	2.4	2.7	0.3	12.5%
Services and Supplies	328.3	373.6	45.3	13.8%
Contributions to Other Agencies	189.9	169.7	(20.2)	-10.6%
Interest/Debt Service	56.6	59.0	2.4	4.2%
Capital	484.8	667.8	183.0	37.7%
Designations	80.3	82.7	2.4	3.0%
Total Expenditures / Designations	\$ 1,305.9	\$ 1,525.2	\$ 219.3	16.8%

*Fiscal Year

**Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency

Revenues

In Millions Sources	FY 2018-19 Approved Budget	FY 2019-20 Proposed Budget	Change \$	Change %
M2 Local Transportation Authority 1/2 Cent Sales Tax	\$332.2	\$340.9	\$8.7	2.6%
Federal Grants	307.0	328.4	21.4	7.0%
Local Transportation Fund 1/4 Cent Sales Tax	170.9	176.7	5.8	3.4%
91 Express Lanes (Toll and Non-Toll)	57.7	60.5	2.8	4.9%
State Grants	48.8	58.2	9.4	19.3%
Interest	25.4	49.9	24.5	96.5%
Passenger Fares	48.1	47.9	(0.2)	-0.4%
Road Repair and Accountability Act (State Transit)	19.2	24.3	5.1	26.6%
State Transit Assistance	16.5	22.5	6.0	36.4%
Property Tax	16.1	16.6	0.5	3.1%
Other	13.9	15.8	1.9	13.7%
Road Repair and Accountability Act (Competitive)	8.3	14.1	5.8	69.9%
Advertising	4.0	4.0	-	0.0%
Subtotal Sources	\$ 1,068.1	\$ 1,159.8	\$ 91.7	8.6%
Use of Prior Year Designations	237.8	365.4	127.6	53.7%
Total Revenues / Use of Designations	\$ 1,305.9	\$ 1,525.2	\$ 219.3	16.8%

Expenditures

In Millions Uses	FY 2018-19 Approved Budget	FY 2019-20 Proposed Budget	Change \$	Change %
Salaries and Benefits	\$ 166.0	\$ 172.4	\$ 6.4	3.9%
OCTA Salaries and Benefits	163.6	169.7	6.1	3.7%
LOSSAN Salaries and Benefits	2.4	2.7	0.3	12.5%
Services and Supplies	\$ 328.3	\$ 373.6	\$ 45.3	13.8%
Professional and Outside Services	184.7	223.2	38.5	20.8%
Contract Transportation Services	100.8	104.1	3.3	3.3%
Maintenance Parts & Fuel	17.3	21.5	4.2	24.3%
General & Administration	14.6	16.1	1.5	10.3%
Insurance Claims/Premiums	10.9	8.7	(2.2)	-20.2%
Contributions to Other Agencies	\$ 189.9	\$ 169.7	\$ (20.2)	-10.6%
Contributions to Other Agencies	73.2	55.0	(18.2)	-24.9%
Measure M2 Local Fair Share	55.6	57.7	2.1	3.8%
Measure M2 Regional Capacity	61.1	57.0	(4.1)	-6.7%
Interest / Debt Service	\$ 56.6	\$ 59.0	\$ 2.4	4.2%
Long-Term Debt Principal Payments	11.3	8.5	(2.8)	-24.8%
Interest Expense	45.3	50.5	5.2	11.5%
Capital	\$ 484.8	\$ 667.8	\$ 183.0	37.7%
Subtotal Uses	\$ 1,225.6	\$ 1,442.5	\$ 216.9	17.7%
Designations	80.3	82.7	2.4	3.0%
Total Expenditures / Designations	\$ 1,305.9	\$ 1,525.2	\$ 219.3	16.8%

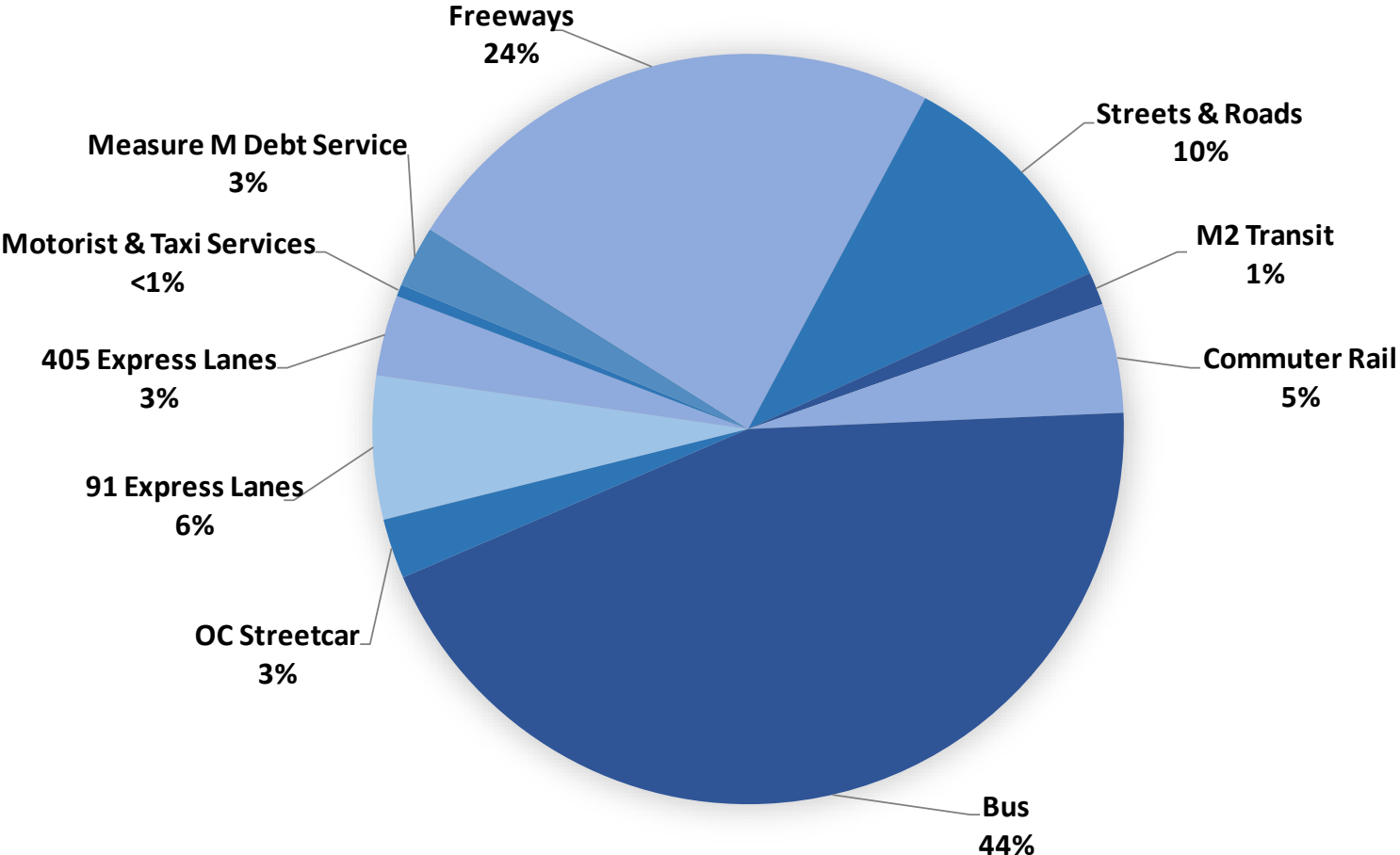
Key Expenditures by Fund

Measure M2	I-405, San Diego Freeway from I-605 to SR-55 (Project K)	\$ 133,277,000	Right of way capital and utilities, project management consultant services, and support
	I-5, Santa Ana Freeway (Project C)	\$ 93,171,287	Construction capital, right of way capital, and construction management services
	Costa Mesa Freeway (SR-55) Improvements (Project F)	\$ 88,422,069	Right of way capital, utilities, and support
	Local Fair Share (Project Q)	\$ 57,978,065	18% of M2 net revenues to local agencies for streets and roads
	Regional Capacity Program (Project O)	\$ 57,184,300	Competitive funding for local agency streets and roads projects
	SR-91, Riverside Freeway Improvements from SR-57 to SR-55 (Project I)	\$ 35,810,000	Consultant design and environmental services
	Regional Traffic Signal Synchronization (Project P)	\$ 33,501,554	Signal synchronization projects to be implemented along OC Corridors
	Clean-up Highway/Street Runoff (Project X)	\$ 10,088,400	Payments for M2 environmental cleanup program projects
	Senior Mobility and Non-Emergency Medical Programs (Project U)	\$ 6,584,158	Senior Non-Emergency Medical Transportation and Senior Mobility Program for local agencies
	Community Based Transit Circulator (Project V)	\$ 5,756,767	M2 Project V payments and community transit circulators
	Freeway Environmental Mitigation	\$ 5,692,150	M2 mitigation program endowment, property acquisition, and restoration projects
	Safe Transit Stops (Project W)	\$ 4,000,000	Enhancements for lighting, information systems, and easier access to transit stops
	LTA - California Department of Tax and Fee Administration	\$ 3,709,536	CDTFA fees for the collection and distribution of the M2 local sales tax (1.1%)
	Rail Project Support (Project R)	\$ 2,523,000	M2 rail programs project management support
	I-5, SR-55 to SR-57 (Project A)	\$ 2,425,000	Construction management and design services
San Juan Creek Bridge Replacement	\$ 1,784,000	Right of way acquisition, utility, and legal support services	
405 Express Lanes	405 Express Lanes	\$ 62,227,964	Back office system implementation, right of way capital and utilities, and TIFIA loan interest
OC Streetcar	OC Streetcar	\$ 45,383,046	Right of way utilities, construction, and construction management services
91 Express Lanes	91 Express Lanes	\$ 34,445,880	Annual operating, back office system implementation, and customer service center improvements
Measure M2 Debt	Taxable/Tax-Exempt Bonds	\$ 44,123,080	Interest and principal payment for Measure M2 bonds
Commuter Rail	Placentia Metrolink Rail Station	\$ 25,757,000	Construction, construction management, and design services
	SCRRA Budget	\$ 22,224,221	Metrolink operating subsidy
	Anaheim Canyon Metrolink Station	\$ 14,590,000	Construction, construction management, and right of way support
	Laguna Niguel to San Juan Capistrano Passing Siding	\$ 4,964,000	Construction, construction management, and SCRRA cooperative agreement construction support
	Orange County Maintenance Facility	\$ 4,270,000	Preliminary design and environmental support
	Irvine Station Improvements	\$ 3,529,000	Design and environmental support services
	OCTA Rail Support Services	\$ 3,515,582	Rail right of way maintenance services and outreach
	Rail Transit Police Services	\$ 2,281,055	Orange County Sheriff's contract for railroad transit police services
Internal Service Funds	Workers' Compensation	\$ 6,180,478	Claims expense and liability insurance related to workers' compensation
	PL & PD Legal, Insurance and Claims Expense	\$ 3,750,613	Legal fees, liability & property insurance, and broker services

Key Expenditures by Fund (Continued)

OCTD	Bus Procurement / Engine Upgrades	\$ 214,829,997	40' and 22' bus procurement, OC Flex van procurement, near zero engine campaign, and electric buses
	Paratransit Services	\$ 48,285,075	Americans with Disabilities Act (ADA) ACCESS service and ADA supplemental taxi services
	Contracted Fixed Route Services	\$ 39,551,570	Contracted fixed route variable and fixed costs
	Fuels	\$ 14,920,277	CNG, gasoline, and CNG electricity costs
	Bus Base and Transit Center Projects	\$ 7,311,187	Building updates at bus bases and transit centers
	Transit Security Sheriff Services	\$ 6,730,548	Orange County Sheriff's transit police services
	iShuttle Buses	\$ 6,693,468	Purchase of buses for the iShuttle service
	Contracted Special Agency Services	\$ 4,973,660	OCTA subsidy of transportation services provided by agencies for senior and disabled passengers
	Maintenance Parts	\$ 3,933,025	Maintenance parts for buses
	Transit Security & Operations Center	\$ 3,500,000	Transit security & operations center design
	Bus Operations Support Vehicles	\$ 2,590,000	OCTA non-revenue vehicles to support bus operations
	Vanpool Program	\$ 2,565,406	OCTA Vanpool program subsidy and outreach for vanpools
	LTF - California Department of Tax and Fee Administration	\$ 2,267,269	CDTFA fees for the collection and distribution of the local sales tax (1.1%)
	Tires	\$ 2,261,989	Tire replacement and leasing for OCTA owned fleet
	Utilities	\$ 2,189,190	Gas, electric, water, and waste management for all locations
	CNG Equipment Operations & Maintenance	\$ 2,125,277	Operations and maintenance of CNG equipment at all bases
	Transit Technology and Communications	\$ 1,721,000	Administration of the OBVSS and Integrated transportation management system services
	Transit Technology and Communications Capital	\$ 1,700,000	Hastus Upgrade and Ellipse and Work Force Management improvements
	OCTA Vocational Visions Transportation Program	\$ 1,325,581	Program to provide persons with disabilities access to employment programs
	LTF Article 3 - Southern California Association of Governments	\$ 1,308,040	Local Transportation Fund allocation for Southern California Association of Governments
OC Flex Service	\$ 1,247,060	Operating costs for contract transportation on-demand bus services	
Customer Information Center	\$ 1,210,880	Operating costs for call center to provide information on OCTA's bus program	
iShuttle Operations	\$ 1,175,293	Contribution to the Irvine iShuttle service as part of funding exchange	
LTF Article 4 - Laguna Beach Transit	\$ 1,161,951	Local Transportation Fund allocation for Laguna Beach Transit	
Janitorial Services	\$ 1,151,200	Janitorial services for all operated facilities	
General Fund	Technical Infrastructure and Business Systems Support	\$ 10,154,617	Software and hardware acquisition, maintenance, and licensing
	I-5 Improvement Project, Pico to San Diego County Line	\$ 5,500,000	Project approval and environmental document services
	Office Space Leases	\$ 3,829,661	Lease agreement with PMRG for the Orange headquarters
	Bicycle and Pedestrian Facilities	\$ 2,328,974	Externally funded OCTA awards to local agencies
	Transportation Planning and Studies	\$ 2,138,000	South County, Express Lanes, and other regional studies
	Legal Fees	\$ 1,200,000	General counsel services
	Anaheim Transportation Network	\$ 1,055,217	Anaheim Transportation Network funding exchange
Motorist Services	Motorist Services	\$ 8,339,656	Freeway service patrol tow service, CHP, 511 program, call box maintenance, and OCTAP
ARBA	ARBA Payments	\$ 1,257,003	ARBA benefit payment
		\$ 1,231,681,275	These items represent 86% of the Proposed Budget Expenditures

Total Budget by Program



Freeways Summary

In Millions	FY 2019-20 Proposed Budget
Freeways	
I-405, San Diego Freeway from I-605 to SR-55 (Project K)	\$ 133.3
I-5, Santa Ana Freeway (Project C)	93.2
Costa Mesa Freeway (SR-55) Improvements (Project F)	88.4
I-405 Express Lanes	65.5
SR-91, Riverside Freeway Improvements from SR-57 to SR-55 (Project I)	35.8
Freeway Environmental Mitigation	5.7
I-5 Improvement Project, Pico to San Diego County Line	5.5
I-5, SR-55 to SR-57 (Project A)	2.4
SR-91, SR-55 to County Line (Project J)	0.6
Orange Freeway (SR-57) Improvements (Project G)	0.6
I-5, I-405 to SR-55 (Project B)	0.6
SR-91, Riverside Freeway Improvements from I-5 to SR-57 (Project H)	0.3
I-5, Santa Ana Freeway Interchange Improvements (Project D)	0.1
Total	\$ 431.9

Streets & Roads Summary

In Millions	FY 2019-20 Proposed Budget
Streets & Roads	
Local Fair Share (Project Q)	\$ 58.0
Regional Capacity Program (Project O)	57.2
Regional Traffic Signal Synchronization (Project P)	33.5
Total	\$ 148.7

In Millions	FY 2019-20 Proposed Budget
Measure M2 - Project X	
Clean-up Highway/Street Runoff (Project X)	\$ 10.1
Total	\$ 10.1

91 Express Lanes Sources & Uses

In Millions	FY 2018-19	FY 2019-20	Change
Sources	Approved Budget	Proposed Budget	\$
Toll Revenue	\$ 50.9	\$ 54.4	\$ 3.5
Non-Toll Revenue	6.8	6.1	(0.7)
Interest Income	2.2	3.8	1.6
Reimbursement from Other Agencies	1.1	1.8	0.7
Use of Prior Year Designations	14.5	50.1	35.6
Total Revenue / Use of Designations	\$ 75.5	\$ 116.2	\$ 40.7
Uses			
Operating Transfers Out	\$ 14.5	\$ 50.7	\$ 36.2
Pavement Rehabilitation and Other Technical Support	9.7	10.6	1.0
Capital	7.6	9.9	2.3
Tollroad Management Contract	7.6	7.7	0.1
Interest Expense	5.0	4.7	(0.2)
Overhead Allocation	2.8	2.8	0.1
Insurance Claims/Premiums	0.8	0.8	-
Leases & Other Office Expenses	0.8	0.8	(0.0)
Designations	26.9	28.2	1.3
Total Expenditures / Designations	\$ 75.5	\$ 116.2	\$ 40.7

Transit Program

- Bus Transit

- OC Bus 360° Plan is ongoing
- No fare increase in FY 2019-20
- Fixed-route ridership at 38.1 million for FY 2019-20
- Bus Procurements:
 - 299 40-foot buses
 - 116 22-foot buses
 - 12 32-foot iShuttle buses
 - 5 40-foot Electric buses

- Rail Transit

- OC Streetcar
 - Advances OC Streetcar construction, vehicle delivery, and operations and maintenance contract

- Commuter Rail

- Convert two “Laguna Niguel - Fullerton” roundtrips to one “Laguna Niguel – Los Angeles” roundtrip
- Add one “Oceanside – Los Angeles” roundtrip in the evening

Bus Operations Service Assumptions

- Fixed-route service levels
 - Consumed revenue hours to increase by 1.4 percent to 1.63 million based on the first full year of operations for Bravo! Route 529
 - OC Flex on-demand micro transit service continued with 23,000 revenue vehicle hours
 - 11,500 revenue vehicle hours for Huntington Beach
 - 11,500 revenue vehicle hours for Aliso Viejo / Laguna Niguel
- Paratransit trips assumed to stay flat budget to budget
 - Total trips forecasted to be 1.77 million
 - Trips comprised of ACCESS primary and supplemental service, same-day taxi service, and special agency service

Cost Summary

FY 2019-20 Proposed Budget

	Performance Indicators	Directly Operated Fixed Route	Contracted Fixed Route	ACCESS	ADA Taxi Service	Same Day Taxi Service	Special Agency Services	Flex	System Total
Service Provided	Vehicle Hours (VH)	1,100,677	700,336	627,565					2,428,578
	Vehicle Miles (VM)	13,774,298	9,629,716	10,139,271					33,543,285
	Revenue Hours (RVH)	999,044	626,396	530,476				23,000	2,178,917
	Revenue Miles (RVM)	11,515,918	7,689,092	7,554,138					26,759,148
Passenger Usage	Boardings	26,780,587	11,309,271	963,423	344,753	153,977	310,078	135,000	39,997,089
	Boardings per VH	24.33	16.15	1.54					16.47
	Boardings per VM	1.94	1.17	0.10					1.19
	Boardings per RVH	26.81	18.05	1.82					18.36
	Boardings per RVM	2.33	1.47	0.13					1.49
Operating Costs	Costs	\$145,950,354	\$75,844,374	\$55,489,382	\$18,033,922	\$2,535,228	\$7,554,509	\$1,924,136	\$307,331,905
	Cost per VH	\$132.60	\$108.30	\$88.42					\$126.55
	Cost per VM	\$10.60	\$7.88	\$5.47					\$9.16
	Cost per RVH	\$146.09	\$121.08	\$104.60					\$141.05
	Cost per RVM	\$12.67	\$9.86	\$7.35					\$11.49
	Cost per Boarding	\$5.45	\$6.71	\$57.60	\$52.31	\$16.46	\$24.36	\$14.25	\$7.68
Fare Revenues	Revenue	\$28,137,341	\$12,692,086	\$5,531,976	\$1,336,554			\$135,000	\$47,832,957
	Revenue per VH	\$25.56	\$18.12	\$10.16					\$19.70
	Revenue per VM	\$2.04	\$1.32	\$0.63					\$1.43
	Revenue per RVH	\$28.16	\$20.26	\$12.02					\$21.95
	Revenue per RVM	\$2.44	\$1.65	\$0.84					\$1.79
	Revenue per Boarding	\$1.05	\$1.12	\$5.74					\$1.20
Subsidy	Subsidy per Boarding	\$4.40	\$5.58	\$51.85					\$6.43
Farebox Recovery Ratio		19.28%	16.73%	9.97%					15.56%
Farebox Recovery Ratio (Per Senate Bill 508: Revisions to the Transportation Development Act)									22.26%

* All paratransit boardings are reported in terms of trips.

OCTD Sources & Uses

In Millions	FY 2018-19	FY 2019-20	Change
Sources	Approved Budget	Proposed Budget	\$
Local Transportation Fund Sales Tax	\$ 162.4	\$ 167.9	\$ 5.5
Federal Capital Assistance Grants	6.4	149.9	143.5
Federal Operating Assistance Grants	53.7	64.5	10.8
Passenger Fares	48.0	47.9	(0.1)
Road Repair and Accountability Act	19.1	29.4	10.3
State Transit Assistance	16.5	22.5	6.0
Property Taxes	16.1	16.6	0.5
Other OCTD Revenue	11.4	13.1	1.7
Interest Income	5.9	8.5	2.6
Measure M2	2.9	2.7	(0.2)
Vanpool Revenue	2.9	2.5	(0.3)
Reimbursements from Other Agencies	3.1	2.2	(1.0)
Commuter Rail	1.2	1.3	0.1
State Grant Assistance	4.8	-	(4.8)
Use of Prior Year Designations	12.1	76.4	64.3
Total Revenue / Use of Designations	\$ 366.4	\$ 605.2	\$ 238.8

Uses

Bus Capital Projects	\$ 19.6	\$ 236.6	\$ 217.0
Operating Services & Supplies	138.3	150.4	12.1
Salary and Benefits	113.2	114.4	1.2
Overhead Allocation	39.2	43.0	3.8
Special Programs	7.6	5.2	(2.5)
Rail, M2 Transit Extensions and Streets & Roads Programs	2.6	2.0	(0.5)
Designations	45.9	53.6	7.7
Total Expenditures / Designations	\$ 366.4	\$ 605.2	\$ 238.8

Metrolink Assumptions

- Revenue
 - Operating
 - Measure M2 (M2) High Frequency Metrolink Service (Project R)
 - Federal Transportation Administration (FTA) Section 5307 grants
 - Capital
 - FTA Section 5337 and 5307 grants
- Expenditures
 - OC Line service levels expanded with adjustments to service mix
 - Orange County Transportation Authority Operating subsidy of \$30.3 million
 - Metrolink will directly draw down \$8.5 million in OCTA's FTA 5307 grants
 - Net budgeted operating subsidy of \$21.8 million
- Major capital projects
 - Anaheim Canyon Metrolink Station
 - Placentia Metrolink Station

Metrolink Sources & Uses

In Millions	FY 2018-19	FY 2019-20	Change
Sources	Approved Budget	Proposed Budget	\$
Transfers In	\$ 30.6	\$ 30.1	\$ (0.5)
Federal Assistance	21.4	19.2	(2.1)
Reimbursement from Other Agencies	5.3	5.0	(0.3)
Interest Income	1.8	4.0	2.3
Proceeds Sale of Capital Asset	3.5	3.5	-
Other Commuter Rail Revenue	1.2	1.0	(0.2)
State Assistance	10.8	-	(10.8)
Use of Prior Year Designations	31.9	29.6	(2.3)
Total Revenue / Use of Designations	\$ 106.3	\$ 92.4	\$ (13.9)

Uses

Rail Capital Projects	\$ 70.7	\$ 57.6	\$ (13.2)
SCRRA Operating Subsidy	23.4	21.9	(1.5)
Rail Operating Expenses	8.2	8.6	0.5
Overhead Allocation	2.8	3.1	0.3
Transfers Out	1.2	1.3	0.1
Designations	-	-	-
Total Expenditures / Designations	\$ 106.3	\$ 92.4	\$ (13.9)

Metrolink Capital Summary

In Millions	FY 2019-20 Proposed Budget
Metrolink Capital	
Placentia Metrolink Rail Station	\$ 25.8
Anaheim Canyon Metrolink Station	14.6
Laguna Niguel to San Juan Capistrano Passing Siding	5.0
Orange County Maintenance Facility	4.3
Irvine Station Improvements	3.5
San Juan Creek Bridge Replacement	1.8
Double Track Addition in San Clemente	1.0
Miscellaneous Metrolink Rail Station Improvements	0.8
Slope Stabilization	0.4
Signal Respacing and Control Point	0.4
Orange Transportation Center Parking Expansion	0.1
Rail Support Vehicles	0.1
Total	\$ 57.6

Motorist Services Assumptions

- Service Authority for Freeway Emergency
 - Revenue
 - Department of Motor Vehicles fees consistent with prior year at \$3 million
 - Freeway Service Patrol revenues consistent with prior year at \$2.5 million
 - State operating revenues at \$2.2 million
 - Expenditures
 - Freeway Service Patrol
 - Scheduled service hours increase from 87,384 to 89,646
 - Call box and 511 Programs
- Orange County Taxi Administration Program
 - Revenue
 - External contributions from cities budgeted at \$237,000
 - Permit fees budgeted at \$202,000
 - Expenditures
 - Staffing reduced from two full-time equivalent (FTE) to one FTE.
 - Administrative costs are anticipated to be \$241,000

Orange County Taxi Administration Sources & Uses

In Thousands

Sources	FY 2018-19	FY 2019-20	Change	
	Amended Budget	Proposed Budget	\$	%
City Contributions	\$ 247.1	\$ 237.0	\$ (10.1)	-4.1%
License Fees	173.8	201.9	28.1	16.2%
Interest Income	23.7	3.9	(19.8)	-83.4%
Other OCTAP Revenue	1.3	-	(1.2)	-92.7%
Use of Prior Year Designations	87.5	-	(87.5)	-100.0%
Total Revenue / Use of Designations	\$ 533.4	\$ 442.8	\$ (90.6)	-17.0%

Uses

Overhead Allocation	\$ 256.9	\$ 241.1	\$ (15.8)	-6.1%
Salaries and Benefits	245.1	131.8	(113.3)	-46.2%
OCTAP Program Services & Support	31.3	29.0	(2.3)	-7.3%
Designations	-	40.9	40.9	0.0%
Total Expenditures / Designations	\$ 533.4	\$ 442.8	\$ (90.6)	-17.0%

Staffing Levels

OCTA Staffing	FY 2018-19 FTE*	FY 2019-20 FTE*	FY 2019-20 New Hires	FY 2019-20 Reductions	Difference
Administrative	493.0	498.5	5.5	-	5.5
Union	847.0	834.0	2.0	(15.0)	(13.0)
Coach Operators	639.0	634.0	-	(5.0)	(5.0)
Maintenance	171.0	163.0	2.0	(10.0)	(8.0)
Facility Technicians and Parts Clerks	37.0	37.0	-	-	-
OCTA Positions	1,340.0	1,332.5	7.5	(15.0)	(7.5)
LOSSAN	13.0	14.0	1.0	-	1.0
Total Authority Positions	1,353.0	1,346.5	8.5	(15.0)	(6.5)

*Full-Time Equivalent

Employee Compensation Assumptions

- Employees Subject to Collective Bargaining Agreement
 - Coach Operators
 - Collective bargaining agreement effective through April 30, 2020
 - Maintenance
 - Collective bargaining agreement effective through September 30, 2019
 - Facilities technicians and parts clerks
 - Collective bargaining agreement effective through March 31, 2020
- Administrative Employees
 - Continue pay-for-performance program
 - Employees governed by the Personnel and Salary Resolution, which is approved annually as part of the budget

Personnel and Salary Resolutions

- Incorporates legal recommendations
- Minor clarifications
- Salary range adjustment of 2%
- Special performance award pool of 4%
- Merit pool of 4%
- Vacation benefit market adjustment

Next Steps

- Committee meetings and One-on-One meetings with Board Members May 13-June 7
- Public Hearing Preview – Finance and Administration Committee May 22
- Public Hearing – Board (public hearing and approval) June 10
- Back-up Public Hearing – Board (public hearing and approval) June 24